



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, June 13, 2024 at 5:30 PM

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

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

REGULAR MEETING IMMEDIATELY FOLLOWS THE PRECEDING WORKSHOP

1. Call the meeting to order

2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders

3. Proclamations and Awards

[a.](#) Proclamation Recognizing June 19th - 23rd as Flagler County Amateur Radio Week.

4. Deletions and changes to the agenda

5. Public comments regarding items not on the agenda

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

6. Consent Agenda

[a.](#) Approve the Regular Meeting Minutes of May 23, 2024.

[b.](#) Approve an Agreement for the purpose of Sludge Hauling from Environmental Land Services.

[c.](#) Approve payment of an invoice in the amount of \$254,222.76 to Ferguson Waterworks for the material purchase for moving of the raw waterline as approved in the June 2, 2022 Wellsite Relocation Agreement.

7. General Business

[a.](#) Resolution 2024-30, a resolution by the City of Flagler Beach, Florida accepting the 2023 Fiscal Year Audit; providing for conflict and an effective date.

[b.](#) Approve a piggy-back purchase on a Government Contract with Ringpower Corporation for a generator for Well #16 in the amount of \$66,639.

[c.](#) Award Bid No. FB-24-2105 for Potable Water Well #16 to McMahan Construction Co., Inc. in an amount not to exceed \$881,760.

[d.](#) Resolution 2024-31, a resolution by the City of Flagler Beach, Florida, approving a "piggy-back" on the agreement between the City of St. Augustine and Engineered Spray Solutions to install twenty (20) Sanitary Manhole Rings & Covers, providing for conflict and effective date.

[e.](#) Resolution 2024-32, a resolution by the City of Flagler Beach, Florida, approving the purchase of 50 sets of sanitary manhole rings and covers, providing for conflict and effective date.

[f.](#) Resolution 2024-33, a resolution by the City of Flagler Beach, Florida, approving a piggy back on the agreement between the City of St. Augustine and Engineered Spray Solutions to install fifty (50) Sanitary Manhole Rings & Covers, providing for conflict and effective date.

- [g.](#) Annual CRS Progress Report on Implementation of Credited Plan.
- [h.](#) Resolution 2024-34, a resolution of the City of Flagler Beach, Florida, approving a Budget Amendment and expenditure to Rogers Environmental Inc., for the installation of 10,750 linear feet of sand fencing providing for conflict and effective date.

8. Public Hearings

- [a.](#) Ordinance 2024-08, an ordinance of the City of Flagler Beach, Florida, amending Chapter 14 "Offences and Miscellaneous Provisions" of the Code of Ordinances to add Article VII "Juvenile Curfew" providing for conflict and an effective date hereof - first reading.
- [b.](#) Ordinance 2024-09, an ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for 0.11+/- acres of certain real property located on North 6th Street with tax parcel I.D. number 12-12-31-4500-00020-0081 from Commercial to Single Family Residential; providing for conflict; providing an effective date hereof - first and final reading.
- [c.](#) Ordinance 2024-10, an ordinance of the City Commission of the City of Flagler Beach, Florida amending the Official Zoning Map designation for 0.11+/- acres of certain real property located on North 6th Street with tax parcel ID number 12-12-31-4500-00020-0081 from General Commercial to Single Family Residential; providing for conflict; providing an effective date hereof - first reading.

9. Staff Reports

- [a.](#) City Attorney:
- [b.](#) City Manager:
- [c.](#) Weekly Staff Reports.

10. Commission Comments

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

11. Adjournment

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

PROCLAMATION
Recognizing
June 17 through 23, 2024
As
Flagler County Amateur Radio Week

Whereas, Amateur Radio has historically played a significant role in developing world-wide radio communications; and

Whereas, Amateur Radio has continued to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

Whereas, Flagler Beach, Florida has a great many Radio Amateurs who continuously demonstrate their value in public assistance; and

Whereas, the Radio Amateurs of Flagler County are on alert for tornadoes, floods, hurricanes, wildfires and other local emergencies and utilize their communications skills to assist City, County, and State officials; and

Whereas, The City of Flagler Beach recognizes and appreciates the diligence of these “Hams” who have repeatedly proved Amateur Radio’s relevance in the modern world by providing emergency communications when other systems failed in the devastation of disasters natural and man-made; and

Whereas, the Radio Amateurs of the Flagler County will continue to hone their communications skills by operating the twenty-four-hour simulated emergency known as 'American Radio Relay League Field Day' on June 22nd and 23rd, 2024.

Now, therefore, we, the City Commission of Flagler Beach hereby declare the week of June 17th through 23rd, 2024 Flagler County Amateur Radio Week in recognition of this important emergency preparedness exercise we call upon all citizens to pay tribute to all the Amateur Radio operators of Flagler County.

Attest:

Mayor Patti King

Penny Overstreet, City Clerk



CITY COMMISSION REGULAR MEETING MINUTES

Thursday, May 23, 2024 at 5:30 PM

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

PRESENT: Mayor Patti King, Chair Scott Spradley, Commissioners Rick Belhumeur, Eric Cooley and Jane Mealy, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

ABSENT: Vice-Chair James Sherman.

1. **Call the meeting to order:** Chair Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Mayor King led the pledge to the flag.
3. **Proclamations and Awards:**
 - a. Recognition Officer Maria Guerrero on receiving Officer of the Year Award from the Flagler Palm Coast Kiwanis Club. Chief Doughney presented Officer Guerrero with the Officer of the Year award.
4. **Deletions and changes to the agenda:** Item 7B was removed from the agenda.
5. **Public comments regarding items not on the agenda:** Ehab Hashem expressed his concern regarding the turnover in the Water Department. Brett Spitalny attended the stormwater community workshop. McKim and Creed's map indicated that Ocean Palm would not flood. He shared photographs of the flooding in his area. Daryl Reynolds felt there should be a moratorium on development until the City can address the flooding issues. He also spoke about the amount of fill that is brought in. Mark Imhoff spoke of his concern regarding the amount of development coming into the area and the effects it is having on the city. Mr. Martin responded to Mr. Hashem's comments and reported the issue with the water plant operators is happening throughout the state. The City is actively recruiting operators. The McKim & Creed stormwater workshop was reviewed and the public was directed to the website and the link provided to upload their information and photos. The discussion regarding the time allotment allowed for each resident with the engineer.
6. **Consent Agenda**
 - a. Approve the Workshop and Regular Meeting Minutes of May 9, 2024.
 - b. Renew a Memorandum of Understanding between the City of Flagler Beach and Flagler Strong. This item was removed for discussion.

Motion by Commissioner Belhumeur to approve Item 6a of the Consent Agenda. Commissioner Mealy seconded the motion. The motion carried unanimously.

- b. Commissioner Cooley pulled the item for discussion to ensure both parties were in agreement with the Memorandum of Understanding (MOU) presented. Tracy Hennessey questioned why they no longer could place signs in the right of way for the Farmers Market. It was her understanding the

MOU allowed Flagler Strong to have the same rights as the City with signage. Attorney Smith advised Flagler Strong is not an extension of the city but a private organization. Should they become an extension of the City, Sunshine Law would be imposed. If a private landowner allows them to put up a sign, it is acceptable.

Motion by Commissioner Belhumeur to approve 6b. Commissioner Cooley seconded the motion. The motion carried unanimously.

7. General Business

- a. Resolution 2024-28, a Resolution by the City of Flagler Beach, Florida, approving a Highway Lighting Maintenance and Compensation Agreement with the Florida Department of Transportation; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Mr. Martin spoke to the history of the item. The responsibilities of each party were discussed. Public comment was opened. No comments were received. Public comments were closed. Motion by Commissioner Mealy to approve Resolution 2024-28. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.
- b. Consider awarding Bid No. FB-2024-0501 to North Florida Waste Management to the apparent low bidder in the amount of \$44,000 for the demolition of three (3) in-ground water tanks. Mr. Martin spoke to the history of the item. Public comment was opened. No comments were received. Public comments were closed. Motion by Commissioner Belhumeur to approve Item 7b. Commissioner Mealy seconded the motion. The motion carried unanimously.
- c. Resolution 2024-29, a Resolution of the City of Flagler Beach, Florida, officially adopting the 2024 One-Year goals of the Flagler Beach City Commission as determined at its 2024 Strategic Session; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Mr. Martin spoke to the history of the item. Commissioner Cooley was concerned the City's long-term goals would be dismissed because they did not appear in the resolution. Chairman Spradley asked if the resolution could be amended to include the long-term goals. The one-year goals were to be a benchmark to achieve the future long-term goals toward 2032. Attorney Smith suggest adding a whereas to include he long-term goals. Public comment was opened. The following people came forward to express their concerns, opinions and suggestions: Mark Imhoff and Paul Eik. Public comment was closed. Motion by Commissioner Belhumeur to approve Resolution 2024-29 as amended. Commissioner Mealy seconded the motion. The motion carried unanimously, after a roll call vote.

8. Public Hearings: There were no public hearings.

9. Staff Reports

- a. City Attorney: Attorney Smith reported on talks with DC Blocks. Mr. Chiumento spoke to him about Veranda Bay and getting closer to setting up a meeting with all parties after the new planner comes on board.
- b. City Manager: Mr. Martin reported on how staff is moving toward the six goals. The City Engineer starts on June 3 and the City Planner on June 10. The Parks Committee has scheduled two field trips for visitation to the city parks on June 5th and June 19th. Maintenance is conducting a formal inventory of the dune walkovers. The Army Corps has met with Pebble

Beach HOA and will be hosting a preconstruction meeting to take place on June 6. Downtown Playbook contracted for one year, scheduled to start on June 27 and June 28. Mr. Martin asked each of the Commissioners to give him their nominations for those interested in serving in this effort. The City has reached out to the contractor for the installation of sand fencing. He asked the Commission for direction regarding the First Friday in July; does the city wants to host the 4th of July in Veterans Park and also host the First Friday event the following day. It was the consensus of the Commission to host the Fourth of July on Thursday in Veterans Park and not to host the First Friday event.

- c. City Clerk: Ms. Overstreet asked the Commissioners and Mayor if they would like to participate in the 4th of July Parade and if so, did they need a car. The Commission responded with their requests.
- d. Department Reports: Chief Doughney spoke of his new hire, Office Saunders. The top priority for the Department is the investigation regarding the shooting on May 5, 2024.

10. Commission Comments

- a. Commission comments, including reports from meetings attended. Commissioner Belhumeur spoke of the “Keep off the Dunes” signage, and he would like to change them out to reflect the City’s Ordinance number. Turtle nesting season decorative lights are still on. Mr. Martin advised all will be replaced with amber lights, until install he will see about getting them turned off for compliance with Turtle season. Mr. Martin advised he would have staff remove the unofficial signs and have them all uniform in appearance.
- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

The following citizens came forward to give their concerns, opinion and suggestions: Scott Fox, Paul Mykytka and Charlie Marrow.

11. Adjournment: Motion by Commissioner Mealy to adjourn at 7:33 p.m.

Attest:

Scott Spradley, Chair

Penny Overstreet, City Clerk



STAFF REPORT

Regular City Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 7, 2024

Item Name: Approve an Agreement for the purpose of Sludge Hauling from Environmental Land Services.

Background: The City previously utilized Shelly's Environmental Systems (SES) to haul and treat the sludge. The City received a better price for disposal from ELS and in 2019 entered into agreement with them to dispose of the Sludge, while SES continued to haul to the ELS facility. SES has indicated they are no longer willing to haul the material. The City is opting to enter into a new agreement with (ELS) for the hauling and disposal of the sludge from the Waste Water Treatment Facility. ELS is a Florida Department of Environmental Protection (FDEP) approved landfill for the dumping of the sludge. The new agreement includes a \$250.00 fee for transport, in addition to the \$64 per ton dump fee (cost for dumping did not increase).

Fiscal Impact: \$45k was included in the FY 2023/2024 budget for Sludge hauling, Currently Blanket Purchase Order # 23-22127 has \$26,025.70 remaining for expenditures incurred in the 23/24 FY. This expense is budgeted under line 401-5351-303005.

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

Attachments: Email correspondence from SES, Agreement from ELS.

Johnny Lynn

From: Jay Andrews <jay@shelleysseptic.com>
Sent: Monday, May 6, 2024 7:34 AM
To: Johnny Lynn
Cc: Rick Donohue
Subject: RE: quotes

Good Morning Johnny. After talking with Rick and Mr. Shelley, we have decided not to extend an offer to haul and dispose of biosolids for the Flagler Beach facility. I'm sorry it took a while to get this info back to you. With costs rising out of control and the distance to travel and pick up the cans, it just doesn't make sense for us.

If you have another carrier that will transport the product to our facility, we would treat and dispose of the biosolids at a rate of \$70 per ton.

Thanks,

Jay Andrews
Shelley's Environmental Systems
407-889-8042 Office
352-383-5775 Lake County
407-889-4408 Fax

From: Johnny Lynn <JLynn@CityofFlaglerBeach.com>
Sent: Friday, May 3, 2024 7:56 AM
To: Jay Andrews <jay@shelleysseptic.com>
Cc: Rick Donohue <rdonohue@shelleysseptic.com>
Subject: quotes

Good Morning Gentlemen,
How's them quotes coming along for sludge hauling up here in big ole Flagler Beach? We have budget meeting's starting next week so if possible can I get them today or at least early Monday morning?

Johnny Lynn
City Of Flagler Beach
Wastewater Superintendent
Mon.- Fri. 7am Until 3pm
(386) 517-2029
City Cell (386) 276-0401

Rob ROSENBERG
321 229 7643
AERATOR VFDs



Environmental Land Services of Flagler County, Inc.



"Thru Service We Grow"

April 19, 2024

To: City of Flagler Beach
Re: Sludge Hauling

1. Terms – the initial terms will commence on the date the last party has signed the agreement. The agreement includes up to three (3) one (1) year renewal options. Renewals shall be automatic, effective April of each year, unless revised agreement is negotiated 30 days prior to expiration date.
2. City of Flagler Beach Obligations – City of Flagler Beach shall pay \$64 per ton to dump plus \$250.00 to transport sludge in an ELS container. Container not to exceed legal weight for transport or liability will be the responsibility of the customer. Requests for service will be phoned in with 24 hours notice to service the container.
3. Environmental Land Service Obligations – Els is a class 1 transfer station and will only haul the material to a permitted class 1 landfill (copy of permit on file) ELS will provide weight tickets along with invoice for all loads picked up. ELS will service container within 24 hours of request or sooner if daily scheduling permits.
4. Fees and payment – invoices will be generated weekly. Payment is due upon receipt or no later than 30 days from invoice date. If there are significant price changes in fuel, trucking, landfills or government/host fees, such changes may affect rate. Updated rates will be made with a thirty (30) day written notice and approved by both parties.
5. Rights of Refusal/Rejection – Environmental Land Services has the right to refuse or reject after acceptance any load of waste if it has reasonable evidence that the waste contains other than class 1, class 111, C&D, or yard waste as applicable.

Accepted and agreed
City of Flagler Beach

Environmental Land Services

Michael Morea, Pres.

PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE

Signature





STAFF REPORT

Regular City Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 7, 2024

Item Name: Approve payment of an invoice in the amount of \$254,222.76 to Ferguson Waterworks for the material purchase for moving of the raw waterline as approved in the June 2, 2022 Well Site Relocation Agreement.

Background: At the May 11, 2022 Commission meeting a Well Site Relocation Agreement was approved to move raw water lines within our wellfield in two locations. The first line move located in the Grand Landings development is underway, that purchase of the material was approved at your February 08, 2024 meeting. The property owner sold a portion of the land included in the agreement and the new owner is developing a subdivision called "The Enclave". This new development desires to proceed and the raw water line on this property needs to be moved.

The Agreement is attached without the exhibits. (Entire agreement is on file in the Clerk's office the exhibits were removed to reduce the size of this packet. Agreement totals 81 pages.) Section 4 of the Agreement recites the developer's responsibility to install the material, and the City's responsibility to provided the material. Section 5H of the agreement states the terms of the agreement are binding to respective successors.

Fiscal Impact:

Staff Recommendation: Approve Payment of the invoice as previously agreed to in June 02, 2022 Agreement.

Attachments: Invoice and Wellsite Relocation Agreement.



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

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

Deliver To:
From: Kenneth Russell
Comments:

Section 6, Item c.

0:35:23 JUN 03 2024

Page 1 of 3

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

id No: B610904
id Date: 05/15/24
uoted By: KJR

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

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

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

st PO#: Job Name: ENCLAVE RAW WATER

Item	Description	Quantity	Net Price	UM	Total
	=====				
	PHASE 1 RAW WATER				
	=====				

	PIPE & ASSY				

R18BP12	12 C900 DR18 PVC GJ BLUE PIPE	2220	48.770	FT	108269.40
PWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	42	191.400	EA	8038.80
W10SLDUFBL500	10GA SLD COP UF WIRE BLUE 500	2500	333.700	M	834.25
SD3105B52	3X1000 UG DET WTR BLUE	3	32.270	EA	96.81

	TAPPING SLEEVES & VALVES				

SST1330121	12X12 SS TAPN SLV 12.90-13.30	1	2934.490	EA	2934.49
F2512FMLAOL	12 FLG X MJ RW OL GATE VLV L/A	1	2773.000	EA	2773.00
SLCE12AP	12 PVC WDG REST *ONELOK W/A	1	145.250	EA	145.25
3VB461SW	2PC SCRW 10T/15B COMP CI VLV BX WTR	1	30.340	EA	30.34
3GVTM12	3 BRS GATE VLV ID - 12	1	16.910	EA	16.91
3OXLOK2	2 BOXLOK VLV BX ALIGNER	1	20.330	EA	20.33

	GATE VALVES				

F2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	1	3044.900	EA	3044.90
SLCE12AP	12 PVC WDG REST *ONELOK W/A	2	145.240	EA	290.48
3VB461SW	2PC SCRW 10T/15B COMP CI VLV BX WTR	1	30.340	EA	30.34
3GVTM12	3 BRS GATE VLV ID - 12	1	16.910	EA	16.91
3OXLOK2	2 BOXLOK VLV BX ALIGNER	1	20.330	EA	20.33

	FITTINGS				

J4LA12	12 MJ C153 45 BEND L/A	4	302.410	EA	1209.64
SLCE12AP	12 PVC WDG REST *ONELOK W/A	8	145.250	EA	1162.00

J1LA12	12 MJ C153 11-1/4 BEND L/A	1	248.000	EA	248.00
SLCE12AP	12 PVC WDG REST *ONELOK W/A	2	145.250	EA	290.50



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Scan the QR code or use the link below to
complete a survey about your bids:
<https://survey.medallia.com/?bidsorder&fc=149&on=54870>

Fax: 407-302-3327

10:35:23 JUN 03 2024

Reference No: B610904

Item	Description	Quantity	Net Price	UM	Total
MJTCAPLA12K	12X2 MJ C153 TAP CAP L/A	1	177.040	EA	177.04
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	1	145.250	EA	145.25
	=====				
	PHASE 2 RAW WATER				
	=====				

	PIPE				

DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	2240	48.770	FT	109244.80
SPWPC12	12 SIGMA BELL REST F/ C900 *PVLOK	34	191.400	EA	6507.60
TW10SLDUFBL500	10GA SLD COP UF WIRE BLUE 500	2500	333.700	M	834.25
PSD3105B52	3X1000 UG DET WTR BLUE	3	32.270	EA	96.81

	GATE VALVES				

AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	1	3044.900	EA	3044.90
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	2	145.250	EA	290.50
PSVB461SW	2PC SCRW 10T/15B COMP CI VLV BX WTR	1	30.340	EA	30.34
BVTMXWK	3 BRS VLV ID TAG 8 WTR TWA	1	16.910	EA	16.91
SBOXLOK2	2 BOXLOK VLV BX ALIGNER	1	20.330	EA	20.33

	FITTINGS				

MJ4LA12	12 MJ C153 45 BEND L/A	3	305.500	EA	916.50
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	6	145.250	EA	871.50

MJ2LA12	12 MJ C153 22-1/2 BEND L/A	2	267.450	EA	534.90
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	4	145.250	EA	581.00

MJ1LA12	12 MJ C153 11-1/4 BEND L/A	1	250.800	EA	250.80
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	2	145.250	EA	290.50

MJLSLA12	12X12 MJ C153 LONG SLV L/A	1	281.500	EA	281.50
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	2	145.250	EA	290.50

MJTCAPLA12K	12X2 MJ C153 TAP CAP L/A	1	178.900	EA	178.90
SSLCE12AP	12 PVC WDG REST *ONELOK W/A	1	145.250	EA	145.25
Net Total:					\$254222.76
Tax:					\$0.00
Freight:					\$0.00
Total:					\$254222.76



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=54870>

Fax: 407-302-3327

10:35:23 JUN 03 2024

Reference No: B610904

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

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

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

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



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=149&on=54870>

WELL SITE RELOCATION AGREEMENT

THIS WELL SITE RELOCATION AGREEMENT (the "Agreement") is entered into this 2nd day of June, 2022 (the "Effective Date"), by and between **THE CITY OF FLAGLER BEACH**, a municipal corporation (the "City"), whose address for notice purposes is 105 South 2nd Street, Flagler Beach, Florida 32136 and **JTL Grand Landings Holdings, LLC**, a Texas limited liability company ("the "Developer"), whose address for notice purposes is 16660 Dallas Parkway, Suite 1600, Dallas, TX 75248

RECITALS:

- 1) The Developer is the owner of certain real property located in Flagler County, Florida more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").
- 2) The City is the (i) the owner of certain Well Sites and (ii) the grantee of various easements for the location of Water Mains over the Property graphically depicted on Exhibit B attached hereto and incorporated herein (the "Base Map").
- 3) In accordance with the Base Map, the Developer and City, in good faith, desire to: (i) Convey the Abandoned Well sites to the Developer, (ii) Convey the New Well Sites to the City, and (iii) Relocate the Water Mains.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1) Recitals. The above stated recitals are true and correct and hereby incorporated by reference.

2) Developer to City:

a) Upon execution of this Agreement, the Developer shall convey to the City by Special Warranty Deed (**Exhibit "C"**) the new well sites (the "New Proposed Well Sites") and the "Revised Well Sites" for existing Well Site #10 and Well Site #11 as depicted on the Base Map. In addition, the Developer shall execute the non-exclusive easement over the Property for the relocation of the City's Water Mains (the "New Water Main Easement") and for the construction of City's Water Laterals (the "New Water Lateral Easement") attached hereto as Exhibit "D" and as depicted on the Base Map.

b) Prior to development of Future Phases (North and South), the Developer shall execute non-exclusive easements over the Property for the relocation of the City's Water Mains (the "Future Water Main Easement"), attached hereto as Exhibit "E1", and for the construction of City's Water Lateral (the "Future Water Lateral Easement"), attached hereto as Exhibit "E2", as depicted on the Base Map. These Future Phases may be developed separately or at the same time, at the sole discretion of the Developer.

3) City to Developer:

a) The City represents and warrants that the City has properly plugged and abandoned the existing wells located within the Abandoned Well Sites as depicted on **Exhibit B**, in accordance with all state and local government requirements. Subsequent to

executing the deeds and termination of easements as provided in the following section, the City shall immediately demolish and remove any and all City improvements (including but not limited to pipe, fittings, valves, concrete pads, electrical and control panels) within the Abandoned Well Sites (the "City Project") which shall be completed before July 20, 2022(the "Completion Date"). If City fails to complete the City Project before the Completion Date, the Developer, at its sole discretion and with the City's cooperation, may complete the City Project and any costs incurred by the Developer shall be reimbursed by the City within thirty (30) notice.

b) Upon execution of this Agreement, the City shall convey to the Developer by Special Warranty Deed (Exhibit "F") those properties identified on the Base Map as Abandoned Well Sites. In addition, the City shall execute a termination of easement (Exhibit "G") terminating its rights to easements within the Property used for City water mains as depicted on the Base Map as Abandoned Water Main.

c) Within 60 days of notice by the Developer of the proposed execution of an easement per paragraph 2.b. above, the City shall execute a termination of easement (Exhibit "H") terminating its rights to easements within the Property used for City water mains as depicted on the Base Map as Future Abandoned Water Mains.

4) The Developer Project: The Developer shall, at its sole cost and expense, be responsible for the installation of, but not the materials for, the "City Improvements", as depicted in the attached Exhibit "I", in the New and Future Water Main Easements. The City shall be responsible for reimbursing the Developer for any and all materials necessary to complete the City Improvements. The Developer shall purchase the materials necessary to complete the City Improvements as directed by and with prior written consent from the City. The City shall be

responsible for the cost and expense of any and all materials required to complete the City Improvements, including, but not limited to, pipes, fittings, concrete structures, and electrical improvements and all electrical demolitions that are necessary for the relocation of the City's Water Main (the "City's Costs"). The City shall pay the Developer the City's Costs actually incurred by the Developer on a monthly basis as authenticated by receipts. After substantial completion of the City Improvements, the Developer shall remove, at its sole cost and expense, any and all improvements including but not limited to existing pipes, located in the Abandoned Water Mains as depicted on the Base Map. The City shall bear total responsibility for all construction/improvements within the New Water Lateral Easements and New Proposed Well Sites.

5) Miscellaneous Provisions:

a) Interpretation. This Agreement will be interpreted, construed, applied, and enforced according to the laws of the State of Florida. If all or any portion of the provisions of this Agreement shall be declared invalid by laws applicable thereto, such invalid portion shall be ineffective and unenforceable without invalidating the remaining provisions of this Agreement. All captions and headings are for convenience only and shall not be considered in construing or giving effect to the provisions hereof. If any date for performance under this Agreement shall fall on a weekend or national holiday, the date for performance shall be the next business day.

b) Effect of this Agreement. This Agreement constitutes the complete agreement between the parties with respect to its subject matter, and all antecedent or contemporaneous negotiations, undertakings, representations, warranties, inducements, and obligations are merged into this Agreement and superseded by its delivery. No

provision of this Agreement may be waived unless such waiver is set forth in writing and signed by the party to be charged, and this Agreement otherwise may be modified or amended only by a written instrument signed by both the City and the Developer. The parties shall be entitled to all remedies at law or in equity for breach of this Agreement, including the remedy of specific performance.

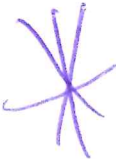
c) Number and Gender. The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. Singular and plural shall each include the other where appropriate, words of any gender shall include other genders when the context so permits.

d) Governing Law and Venue. The laws of the State of Florida shall govern this Easement Agreement.

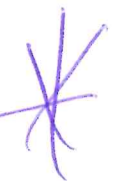
e) Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable; and this Agreement as so modified shall continue to be in full force and effect.

f) Attorneys' Fees. In the event that either the Developer or the City are required to enforce this Agreement by litigation, then the prevailing party in such litigation shall be entitled to collect its costs and reasonable attorneys' fees incurred in connection with such litigation from the non-prevailing party, whether in pre-litigation preparation, trial, appeal, and in any bankruptcy or collection proceedings.

g) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.



h) Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors-in-interest and shall be binding upon the Property and run with the land and the title to the same. The Developer may assign its rights and obligations in this Agreement to a Community Development District as defined in Section 190.003, Florida Statutes.



Signatures Omitted to Next Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the
Effective Date.

The "Developer"

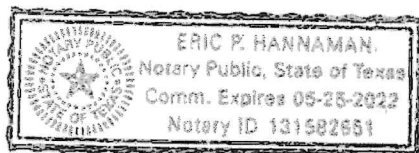
JTL GRAND LANDINGS HOLDINGS, LLC, a
Texas limited liability company

By: [Signature]
Print: DAVID M. WEST
Its: Manager

Dated 5.18.22

Texas
STATE OF ~~FLORIDA~~
COUNTY OF Dallas

The foregoing instrument was acknowledged before me, by means of XX physical presence
or online notarization this 18th day of May, 2022 by David M. West, Manager
of JTL GRAND LANDINGS HOLDINGS, LLC, a Delaware limited liability company, on
behalf of the LLC.



Print Name: ERIC HANNAMAN
NOTARY PUBLIC
State of Texas at Large
Commission # 131582651
My Commission Expires 5/25/22
Personally Known 1 or Produced
ID ✓
Type of Identification: Driver's License

**THE CITY OF FLAGLER BEACH, a Florida
municipal corporation,**

By *Suzie Johnston*
Suzie Johnston, Mayor

ATTEST: *Penny Overstreet*
Penny Overstreet
City Clerk

**STATE OF FLORIDA
COUNTY OF FLAGLER**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of May, 2022 by Suzie Johnston, Mayor of the City of Flagler Beach, who ☒ is personally known to me or ☐ has produced a driver's license as identification.

ID _____



Penny Overstreet
Print Name: Penny Overstreet
NOTARY PUBLIC
State of Florida at Large
Commission # HH 145304
My Commission Expires 7-29-2025
Personally Known X or Produced

Type of Identification: _____

RESOLUTION 2024-30

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA
ACCEPTING THE 2023 FISCAL YEAR AUDIT; PROVIDING FOR
CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 218.39 requires each municipality annually file an Audit for the preceding fiscal year with the State Auditor General, and

WHEREAS, the City selected the firm James Moore and Company after soliciting a request for proposals in November of 2020 to complete the audits for the fiscal years 2020, 2021, 2022, 2023, and 2024; and

WHEREAS, required supplementary information was additionally included but not audited as follows: management discussion and analysis, a budgetary comparison schedule of the General Fund, and Community Redevelopment Agency Fund, defined benefit pensions related schedules and other post-employment benefit schedules.

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

SECTION 1. The City Commission has reviewed and accepted the Fiscal Year 2023 Audit and it is attached hereto 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 13TH DAY OF JUNE, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

June 13, 2024

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

We have audited the financial statements of City of Flagler Beach, Florida (the City) as of and for the year ended September 30, 2023, and have issued our report thereon dated June 13, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 20, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit in a separate letter to you dated June 13, 2024.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm has complied with all relevant ethical requirements regarding independence.

We have applied safeguards related to our preparation of the City's financial statements (including SEFA and SSFA, if applicable), preparation of data collection form (if applicable), preparation of depreciation schedules, preparation of annual financial report (AFR) electronic submission, cash to accrual assistance (if applicable), and any other nonattest services, including, but not limited to, an assessment of management's skill, knowledge, and experience.

To the Honorable Mayor and City Commission Members,
 City of Flagler Beach, Florida
 June 13, 2024
 Page 2

Significant Risks Identified

We have identified the following significant risks:

- Override of internal controls by management.
 - No audit findings noted in this area.
- Improper revenue recognition due to fraud.
 - No audit findings noted in this area.
- Improper utilization of restricted resources for ineligible expenditures.
 - No audit findings noted in this area.

Qualitative Aspects of the City's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Flagler Beach, Florida is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the allowance for doubtful accounts was based on historical water and sewer, sanitation, general fund, and stormwater revenues, historical loss levels, and an analysis of the collectability of individual accounts. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the useful lives for depreciation was based on past history within each capital asset class. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimates of the net pension liability, net pension asset, and the total OPEB liability were based on actuarial factors and were calculated by actuaries independent of the City. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to:

To the Honorable Mayor and City Commission Members,
 City of Flagler Beach, Florida
 June 13, 2024
 Page 3

Note 3 to the financial statements summarizes the City's deposits and investments, including those in the City's pension plans.

Note 7 to the financial statements discusses critical facts relating to the City's leases recorded under GASB 87.

Note 8 to the financial statements summarizes the City's long-term debt obligations, including future debt service payments.

Note 12 to the financial statements summarizes the basic information regarding the City's pension plans, the net pension liability, and the net pension asset.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We identified no significant unusual transactions as a result of our audit procedures.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Listed below summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

- None.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- None.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditors' report. No such disagreements arose during the course of the audit.

To the Honorable Mayor and City Commission Members,
City of Flagler Beach, Florida
June 13, 2024
Page 4

Circumstances that Affect the Form and Content of the Auditors' Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditors' report. We identified no circumstances that affect the form and content of our auditors' report.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated June 13, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the City, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

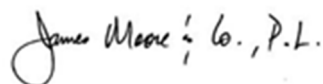
Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed, from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the City Commission and management of the City of Flagler Beach, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



JAMES MOORE & CO., P.L.

CITY OF FLAGLER BEACH, FLORIDA
FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

CITY OF FLAGLER BEACH, FLORIDA
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INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagler Beach, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 13, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Daytona Beach, Florida
June 13, 2024

MANAGEMENT’S DISCUSSION AND ANALYSIS

Management of the City of Flagler Beach, Florida (hereinafter referred to as the “City”) offers the readers of these basic financial statements this narrative overview and analysis of the City’s financial activities for the fiscal year ended September 30, 2023. This discussion and analysis is designed to assist the reader in focusing on significant financial issues and activities and to identify any significant changes in financial position. The City encourages readers to consider the information presented here in conjunction with the financial statements, which follow this section.

Financial Highlights

- The total assets of the City exceeded its liabilities at the close of the most recent fiscal year by \$64,405,846 (net position). Of this amount, \$15,743,027 (unrestricted net position) may be used to meet the City’s ongoing obligations to citizens and creditors.
- The City’s total net position increased by \$5,016,179 in fiscal year 2023. Net position of the City’s governmental activities increased (decreased) by \$857,530, while net position of its business type activities increased (decreased) by \$4,158,649.
- The City’s governmental funds reported a combined ending fund balance of \$9,802,524 at the end of the current fiscal year, which increased (decreased) by \$1,004,292 in comparison to the \$8,798,232 reported at the end of the prior fiscal year. Of this amount, \$4,934,456 is available for spending at the City’s discretion (unassigned fund balance).
- At the end of the 2023 fiscal year, unassigned fund balance for the General Fund was \$4,934,456 or 51% of the total fiscal year 2023 General Fund expenditures of \$9,703,999.
- The City’s total long-term debt obligations decreased approximately \$623,000 during the fiscal year, due to standard payments on long-term debt. The City’s combined long-term commitment for compensated absences totaled \$385,217 at year-end.

Overview of the Financial Statements

The City’s basic financial statements are comprised of three parts: 1) management’s discussion and analysis, 2) the basic financial statements, including notes to the financial statements, and 3) required supplementary information, including various pension-related schedules.

Management’s discussion and analysis (MD&A) is intended to serve as an introduction to the basic financial statements and required supplementary information. The MD&A represents management’s examination and analysis of the City’s financial condition and performance. Summary financial statement data, key financial and operational indicators used in the strategic plan, budget, as well as other management tools were used for this analysis.

The basic financial statements include two kinds of statements that present different views of the City. The first two statements consist of entity-wide financial statements that provide both the short- and long-term financial information about the City’s overall financial status, including its governmental activities and its business-type activities. These statements report information about the City using full accrual accounting methods, and an economic resources focus, as utilized by similar business activities in the private sector. Information concerning the City’s assets and liabilities, both financial and capital, and short-term and long-term debt are included. Likewise, all revenues and expenses received during the year, regardless of when cash is received or paid are reported. However, rate-regulated accounting principles applicable to private

sector utilities are not used by governmental utilities. The remaining statements are fund financial statements that focus on individual parts of the City government and report the City's operations in more detail than the government-wide financial statements. The governmental funds statements tell how general government services like public safety were financed in the short-term as well as what remains for future spending. Proprietary fund statements offer short-term and long-term financial information about the activities the government operates like businesses, such as the City's water and sewer utility system. Fiduciary fund statements provide information about the financial relationships in which the City acts solely as a trustee or agent for the benefit of others (like the retirement plans for the City's police officers and firefighters), to whom the resources in question belong.

The financial statements also include notes which provide required disclosures and other information that are essential to a full understanding of material data provided in the statements. The notes present information about the City's significant accounting policies, account balances and activities, material risks, obligations, commitments, contingencies and subsequent events, if any.

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information that further explains and supports the information in the financial statements. This section also contains budgetary comparisons for the City's governmental fund activities.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to a private-sector business. The basic financial statements of the City include a statement of net position and a statement of activities, which are described as follows:

- A statement of net position presents information on all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources at the end of its fiscal year, with the difference between the four reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.
- The statement of activities presents the results of business operations over the course of the fiscal year and information as to how the City's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., delinquent taxes and earned but unused personal leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government services, public safety (police, fire, and building inspection), roads and streets, physical environment (Community Redevelopment Agency), and culture and recreation. The business-type activities of the City include its water and sewer utility, stormwater utility, sanitation, and pier activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the City’s most significant funds - not the City as a whole. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. These funds are reported using the modified accrual accounting method, which measures cash and all other financial assets that can be readily converted into cash. Such information may be useful in evaluating a government’s near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government’s near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. These reconciliations can be found on pages 14 and 16.

The City maintains two individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and community redevelopment fund both of which are considered to be major funds.

Proprietary Funds. Services for which the City charges customers a fee are generally reported in proprietary funds. Proprietary fund financial statements, like the government-wide statements, provide both long- and short-term financial information. The City’s enterprise funds (water and sewer utility, stormwater utility, pier, and sanitation) are the items included in the business-type activities presented in the government-wide statements. Since the accounting for these operations is similar to that provided in the government-wide financial statements, the fund financial statements provide limited supplemental information in more detail, such as cash flows data. The basic proprietary fund financial statements can be found on pages 17 to 19 of this report.

Fiduciary Funds. Funds held in trust on behalf of the City’s defined benefit pension plans, which account for the plan contribution activity, investment income, and benefit payments to retirees. The basic fiduciary fund financial statements can be found on pages 20 and 21 of this report.

Financial Analysis of the City as a Whole

Net Position. As noted previously, net position may serve over time as a useful indicator of a government’s financial position. This year, the City’s combined total assets exceeded liabilities (net position) by \$64,405,846 at the end of 2023, compared to \$59,389,667 at the end of 2022. This represents a total increase of \$5,016,179 or 8% from the amount reported at the end of the prior fiscal year.

The following is a summary of net position at year end:

Net Position
September 30, 2023 and 2022

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
ASSETS						
Current and other assets	\$ 11,890,484	\$ 11,511,841	\$ 16,740,943	\$ 14,081,549	\$ 28,631,427	\$ 25,593,390
Net pension asset	47,284	979,451	-	-	47,284	979,451
Capital and lease assets	10,406,882	9,839,878	32,751,656	31,749,719	43,158,538	41,589,597
Total assets	<u>\$ 22,344,650</u>	<u>\$ 22,331,170</u>	<u>\$ 49,492,599</u>	<u>\$ 45,831,268</u>	<u>\$ 71,837,249</u>	<u>\$ 68,162,438</u>
DEFERRED OUTFLOWS	<u>\$ 2,029,019</u>	<u>\$ 950,299</u>	<u>\$ 5,842</u>	<u>\$ 6,563</u>	<u>\$ 2,034,861</u>	<u>\$ 956,862</u>
LIABILITIES						
Current liabilities	\$ 2,222,899	\$ 2,834,281	\$ 1,526,239	\$ 1,394,046	\$ 3,749,138	\$ 4,228,327
Noncurrent liabilities:	2,564,806	863,497	2,755,856	3,341,150	5,320,662	4,204,647
Total liabilities	<u>\$ 4,787,705</u>	<u>\$ 3,697,778</u>	<u>\$ 4,282,095</u>	<u>\$ 4,735,196</u>	<u>\$ 9,069,800</u>	<u>\$ 8,432,974</u>
DEFERRED INFLOWS	<u>\$ 216,712</u>	<u>\$ 1,071,969</u>	<u>\$ 179,752</u>	<u>\$ 224,690</u>	<u>\$ 396,464</u>	<u>\$ 1,296,659</u>
NET POSITION						
Net investment in capital assets	\$ 9,758,623	\$ 9,248,082	\$ 29,365,671	\$ 27,916,346	\$ 39,124,294	\$ 37,164,428
Restricted	3,600,147	3,113,189	5,938,378	4,557,018	9,538,525	7,670,207
Unrestricted	6,010,482	6,150,451	9,732,545	8,404,581	15,743,027	14,555,032
Total net position	<u>\$ 19,369,252</u>	<u>\$ 18,511,722</u>	<u>\$ 45,036,594</u>	<u>\$ 40,877,945</u>	<u>\$ 64,405,846</u>	<u>\$ 59,389,667</u>

The most significant component of the City's net position (approximately 61%) is, by far, its investment in capital assets (land, infrastructure, buildings, and equipment), less any related debt used to acquire or construct those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (15%) represents resources that are subject to external restrictions on how they may be used. Consequently, the remaining 24% of unrestricted net position, represents amounts that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements, and totaled \$9,538,525 at year-end, compared to \$7,670,207 in 2022. The main reason for the increase from prior year is related to increases in charges for services revenue and an increase in grant revenues which has been offset by increased related expenses.

Changes in Net Position. While the statement of net position shows a snapshot of the City's financial position at the end of the fiscal year, the statement of changes in net position provides answers as to the nature and source of those changes. During 2023, total revenues were \$22,724,869 compared to \$17,570,081 in the prior year. Approximately 23% of the City's revenue came from property taxes, 10% from other taxes and fees, 41% came from fees charged for services, and most of the remaining revenue included state and federal financial assistance and other miscellaneous revenues.

During 2023, expenses were \$17,708,690 as opposed to \$13,367,640 in the prior year, for an increase of approximately 33%. Governmental Funds experienced an increase of approximately \$1,000,000 in total expenditures for the year, primarily due to increases in Public Safety services for our residents, utilization of the ARPA funding, increased insurance costs, grant funded relating projects, hurricane related expenses and overall increases on goods and services. Business Type Funds experienced an increase of approximately \$2,000,000 in total expenditures for the year. The City had several large Utility Projects in process in 2023, notably a well construction, wrap up of the water system rehab project, replacement project for manhole rings and covers as well as hurricane related expenses.

The following is a summary of changes in net position at year end:

**Changes in Net Position
For the Fiscal Years Ended September 30, 2023 and 2022**

	Governmental Activities		Business-type Activities		Total	
	2023	2022	2023	2022	2023	2022
REVENUES						
Property taxes	\$ 5,411,348	\$ 4,665,014	\$ -	\$ -	\$ 5,411,348	\$ 4,665,014
Other taxes and fees	2,240,690	1,998,724	-	-	2,240,690	1,998,724
Charges for services	1,202,175	771,418	8,346,743	7,663,006	9,548,918	8,434,424
Intergovernmental and grants	1,572,438	1,285,235	2,007,885	1,151,361	3,580,323	2,436,596
Other revenues	853,732	98,515	1,089,858	(63,192)	1,943,590	35,323
Total revenues	<u>11,280,383</u>	<u>8,818,906</u>	<u>11,444,486</u>	<u>8,751,175</u>	<u>22,724,869</u>	<u>17,570,081</u>
EXPENSES						
General government	3,871,399	2,865,100	-	-	3,871,399	2,865,100
Public safety	5,330,104	3,612,124	-	-	5,330,104	3,612,124
Roads and streets	374,089	174,886	-	-	374,089	174,886
Physical environment - CRA	259,577	153,834	-	-	259,577	153,834
Culture and recreation	575,692	505,256	-	-	575,692	505,256
Water and sewer	-	-	4,457,536	3,581,464	4,457,536	3,581,464
Stormwater	-	-	1,861,103	1,474,016	1,861,103	1,474,016
Sanitation	-	-	367,546	297,531	367,546	297,531
Pier	-	-	524,239	592,753	524,239	592,753
Interest expense	11,992	13,653	75,413	97,023	87,405	110,676
Total expenses	<u>10,422,853</u>	<u>7,324,853</u>	<u>7,285,837</u>	<u>6,042,787</u>	<u>17,708,690</u>	<u>13,367,640</u>
Change in net position	857,530	1,494,053	4,158,649	2,708,388	5,016,179	4,202,441
Net position, beginning of year, as restated	18,511,722	17,017,669	40,877,945	38,169,557	59,389,667	55,187,226
Net position, end of year	<u>\$ 19,369,252</u>	<u>\$ 18,511,722</u>	<u>\$ 45,036,594</u>	<u>\$ 40,877,945</u>	<u>\$ 64,405,846</u>	<u>\$ 59,389,667</u>

Governmental Activities

Revenues for the City's governmental activities totaled \$11,280,383 in 2023. This represents an increase of \$2,461,477 more than last year's reported revenues of \$8,818,906 and is primarily related to the receipt of ARPA funding.

Governmental activities expenses totaled \$10,422,853, which increased about \$3,100,000 from the prior year due to the utilization of ARPA funds, hurricane and grant related expenses as well as public service expenses.

Business-Type Activities

The major source of operating revenues for the City's business-type activities is charges for services (water and sewer, stormwater, sanitation, and pier), which during the year increased to a total of about \$674,000 more than the charges for services of \$7,663,006 in 2022.

Total operating expenses of the proprietary funds fund in 2023 and totaled \$7,210,424, compared to \$5,945,764 in 2022, an increase of \$1,264,660, primarily due to 2022 increased Capital and hurricane related projects in Utilities and Stormwater Funds.

Financial Analysis of the City’s Funds

As stated previously, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City’s governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City’s financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government’s net resources available for spending at the end of the fiscal year. As the City completed the year, its governmental funds reported a combined fund balance of \$9,802,524, which was an increase (decrease) of \$1,004,292 compared with the amount reported last year. This was primarily due to revenues and expenses being comparable in 2023.

The general fund is the chief operating fund of the City. As of September 30, 2023, the unassigned fund balance in the general fund totaled \$4,934,456. This unassigned fund balance represents approximately 51% of the City’s spending requirements experienced during 2023.

The City’s community redevelopment fund had a fund balance of \$441,197 at the end of the year, a decrease of about \$106,000 from the prior year. All amount held in this fund are restricted for reinvestment in the community redevelopment district.

Proprietary Fund. The City’s proprietary fund financial statements provide the same type of information found in the government-wide financial statements, but in more detail.

Charges for services in the proprietary funds increased about \$674,000 from the prior year due to rate increases.

General Fund Budgetary Highlights

The tax revenues brought in about \$533,000 more than originally budgeted, and intergovernmental revenues brought in about \$420,000 less than originally budgeted. Tax revenues increased due to collection of additional Ad Valorem taxes collected above the 96% budgeted as well as the increased receipt of Infra Structure Surtax, FPL franchise and service tax. Intergovernmental revenue included less ARPA funds than budgeted, due to unspent ARPA being recorded as unearned revenue.

All of these factors combined resulted in \$1,109,757 increase (decrease) to General Fund Balance for Fiscal Year 2023.

Capital Assets and Debt Administration

Capital Assets. At September 30, 2023, the City had nearly \$42 million invested in a broad range of capital assets, including land, buildings, park facilities, police equipment, public works equipment and water lines. See Note (6) for further information on the City's capital assets.

Long-Term Debt. The City has various notes and bonds payable totaling \$3,432,061 at year-end, compared to \$4,052,705 one year earlier. The proceeds of these loans, which were drawn in increments over various preceding years, were to fund utility projects as well as refund prior bonds and notes payable. Under these agreements, the City must repay these loans with semiannual payments.

More detailed information about the City's long-term debt is presented in Note (8) to the financial statements.

Economic Factors and Next Year's Budgets and Rates

Many factors are considered each year by the City Commission in its efforts to establish an operating budget, to evaluate its personnel needs, and to develop uniform user fees that are reasonable, and more importantly, capable of cost recovery. Some of the major factors considered in this process are the local economy, civilian labor force, inflation rates and needed capital improvement projects.

- Property values continue to increase slightly; this was considered by the City Commission with the adopted rate of 5.450. The rollback rate was 5.0712.
- Flagler Beach's economy normally thrives on tourism; however, new development construction projects to include hotel construction, reconstruction of the pier, beach dune walk and renourishment projects are creating a decrease in tourism.
- Development on the John Anderson Corridor and Roberts Road, which is located in unincorporated Flagler County is underway, the City plans to provide water and sewer to this area per an Inter-local Agreement with Flagler County. Commercial and residential development within The City continues to increase which has been reflected in our revenues.

In summary, the City's financial position is experiencing an influx of new growth so, the economic and financial condition of the city remains strong and continues to get stronger due to grants, increased governmental revenues and charges for services delivered.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. Questions concerning any of the information provided in this report, or requests for additional information should be addressed to the City of Flagler Beach, Finance Department Director, 105 South Second Street, Flagler Beach, FL 32136. Information can also be obtained at the City's website at www.cityofflaglerbeach.com.

CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and investments	\$ 10,137,071	\$ 9,481,577	\$ 19,618,648
Receivables, net	502,522	1,161,503	1,664,025
Internal balances	701,715	(701,715)	-
Due from other governments	530,164	611,613	1,141,777
Lease receivable	-	190,777	190,777
Prepays	19,012	58,511	77,523
Restricted assets:			
Cash and cash equivalents	-	514,381	514,381
Investments	-	5,317,653	5,317,653
Special assessments receivable	-	106,643	106,643
Net pension assets	47,284	-	47,284
Capital assets:			
Capital assets, not being depreciated	2,601,023	5,414,792	8,015,815
Other capital assets, net of depreciation and amortization	7,805,859	27,336,864	35,142,723
Total assets	<u>22,344,650</u>	<u>49,492,599</u>	<u>71,837,249</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows related to pensions	2,018,340	-	2,018,340
Deferred outflows related to OPEB	10,679	5,842	16,521
Total deferred outflows	<u>2,029,019</u>	<u>5,842</u>	<u>2,034,861</u>
LIABILITIES			
Accounts payable and accrued liabilities	854,767	783,107	1,637,874
Customer deposits	1,001	213,974	214,975
Unearned revenue	1,232,192	-	1,232,192
Accrued interest payable	-	299	299
Noncurrent liabilities:			
Due within one year:			
Notes payable	-	471,032	471,032
Lease liability	-	2,568	2,568
Compensated absences	134,939	55,259	190,198
Due in more than one year:			
Notes payable	411,000	2,550,029	2,961,029
Lease liability	-	8,182	8,182
Compensated absences	145,607	49,412	195,019
Total OPEB liability	270,962	148,233	419,195
Net pension liability	1,737,237	-	1,737,237
Total liabilities	<u>4,787,705</u>	<u>4,282,095</u>	<u>9,069,800</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	216,712	-	216,712
Deferred inflows related to leases	-	179,752	179,752
Total deferred inflows of resources	<u>216,712</u>	<u>179,752</u>	<u>396,464</u>
NET POSITION			
Net investment in capital assets	9,758,623	29,365,671	39,124,294
Restricted for:			
Infrastructure	1,823,577	5,424,296	7,247,873
Pensions	636,551	-	636,551
Law enforcement	2,179	-	2,179
Building department	696,643	-	696,643
Community redevelopment	441,197	-	441,197
Debt service	-	514,082	514,082
Unrestricted	6,010,482	9,732,545	15,743,027
Total net position	<u>\$ 19,369,252</u>	<u>\$ 45,036,594</u>	<u>\$ 64,405,846</u>

The accompanying notes to financial statements are an integral part of this statement.

**CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 3,871,399	\$ 192,542	\$ 428,981	\$ 565,173	\$ (2,684,703)	\$ -	\$ (2,684,703)
Public safety	5,330,104	979,339	187,491	-	(4,163,274)	-	(4,163,274)
Physical environment - CRA	259,577	-	-	-	(259,577)	-	(259,577)
Roads and streets	374,089	-	223,288	-	(150,801)	-	(150,801)
Culture and recreation	575,692	30,294	-	-	(545,398)	-	(545,398)
Interest on long-term debt	11,992	-	-	-	(11,992)	-	(11,992)
Total governmental activities	10,422,853	1,202,175	839,760	565,173	(7,815,745)	-	(7,815,745)
Business-type activities:							
Water and sewer	4,512,930	6,111,363	-	1,031,935	-	2,630,368	2,630,368
Sanitation	1,861,865	1,546,376	-	135,874	-	(179,615)	(179,615)
Stormwater	386,470	749,325	-	47,813	-	410,668	410,668
Pier	524,572	651,958	-	792,263	-	919,649	919,649
Total business-type activities	7,285,837	9,059,022	-	2,007,885	-	3,781,070	3,781,070
Total primary government	<u>\$ 17,708,690</u>	<u>\$ 10,261,197</u>	<u>\$ 839,760</u>	<u>\$ 2,573,058</u>	<u>(7,815,745)</u>	<u>3,781,070</u>	<u>(4,034,675)</u>
General revenues:							
Property taxes					5,411,348	-	5,411,348
Sales taxes					247,665	-	247,665
Infrastructure surtax					277,648	-	277,648
Communications service tax					195,809	-	195,809
Casualty and fire insurance premium taxes					166,570	-	166,570
Public service taxes					925,586	-	925,586
Franchise fees					427,412	-	427,412
State revenue sharing					167,505	-	167,505
Investment earnings (loss)					357,627	359,549	717,176
Miscellaneous revenues					491,980	18,030	510,010
Gain on sale of capital assets					4,125	-	4,125
Total general revenues and transfers					<u>8,673,275</u>	<u>377,579</u>	<u>9,050,854</u>
Change in net position					857,530	4,158,649	5,016,179
Net position - beginning of year					18,511,722	40,877,945	59,389,667
Net position - ending of year					<u>\$ 19,369,252</u>	<u>\$ 45,036,594</u>	<u>\$ 64,405,846</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

	<u>General</u>	<u>Community Redevelopment</u>	<u>Total Governmental Funds</u>
ASSETS			
Cash and investments	\$ 9,670,074	\$ 466,997	\$ 10,137,071
Receivables, net	502,522	-	502,522
Due from other governments	530,036	128	530,164
Due from other funds	13,672	-	13,672
Prepaid items	17,627	1,385	19,012
Advances to other funds	688,043	-	688,043
Total assets	<u>\$ 11,421,974</u>	<u>\$ 468,510</u>	<u>\$ 11,890,484</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 827,454	\$ 27,313	\$ 854,767
Customer deposits	1,001	-	1,001
Unearned revenue	1,232,192	-	1,232,192
Due to other funds	-	-	-
Total liabilities	<u>2,060,647</u>	<u>27,313</u>	<u>2,087,960</u>
FUND BALANCES			
Nonspendable:			
Prepaid items	17,627	1,385	19,012
Advances to other funds	688,043	-	688,043
Restricted for:			
Law enforcement	2,179	-	2,179
Infrastructure - capital assets	1,742,149	-	1,742,149
Building department	696,643	-	696,643
Community redevelopment projects	-	439,812	439,812
Assigned to:			
Beach related purchases	4,558	-	4,558
Police and fire radios	90,000	-	90,000
Fire equipment	90,247	-	90,247
Land purchases	26,502	-	26,502
Paving	107,910	-	107,910
Street lighting	68,112	-	68,112
Subsequent year's budget	811,473	-	811,473
Unassigned	4,934,456	-	4,934,456
Total fund balances	<u>9,361,327</u>	<u>441,197</u>	<u>9,802,524</u>
Total liabilities and fund balances	<u>\$ 11,421,974</u>	<u>\$ 468,510</u>	<u>\$ 11,890,484</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Fund balances - total governmental funds \$ 9,802,524

Amounts reported for governmental activities in the statement of activities are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Total governmental capital assets	21,648,556	
Less: accumulated depreciation	<u>(11,241,674)</u>	10,406,882

On the governmental fund statements, a net pension asset (liability) is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the statement of net position, the City's net pension asset (liability) of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported.

Net pension asset	47,284	
Deferred outflows related to pensions	2,018,340	
Deferred inflows related to pensions	<u>(216,712)</u>	111,675

On the governmental fund statements, a total OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's total OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows related to OPEB are also reported.

Total OPEB liability	(270,962)	
Deferred outflows related to OPEB	<u>10,679</u>	(260,283)

Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:

Bonds and notes payable	(411,000)	
Compensated absences	<u>(280,546)</u>	(691,546)

Net position of governmental activities \$ 19,369,252

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	<u>General</u>	<u>Community Redevelopment</u>	<u>Total Governmental Funds</u>
Revenues			
Taxes	\$ 6,591,790	\$ 466,266	\$ 7,058,056
Permits and fees	1,524,713	-	1,524,713
Intergovernmental	1,738,880	128	1,739,008
Charges for services	23,510	-	23,510
Fines and forfeitures	83,138	-	83,138
Investment income (loss)	357,627	-	357,627
Miscellaneous	465,663	-	465,663
Total revenues	<u>10,785,321</u>	<u>466,394</u>	<u>11,251,715</u>
Expenditures			
Current:			
General government	3,255,476	-	3,255,476
Public safety	4,300,595	-	4,300,595
Roads and streets	349,995	-	349,995
Physical environment	-	259,577	259,577
Culture and recreation	479,886	-	479,886
Capital outlay	1,318,047	237,290	1,555,337
Debt service:			
Principal retirement	-	63,000	63,000
Interest and fiscal charges	-	11,992	11,992
Total expenditures	<u>9,703,999</u>	<u>571,859</u>	<u>10,275,858</u>
Excess (deficiency) of revenues over expenditures	<u>1,081,322</u>	<u>(105,465)</u>	<u>975,857</u>
Other financing sources (uses)			
Sale of capital assets	<u>28,435</u>	<u>-</u>	<u>28,435</u>
Total other financing sources (uses)	<u>28,435</u>	<u>-</u>	<u>28,435</u>
Net change in fund balances	<u>1,109,757</u>	<u>(105,465)</u>	<u>1,004,292</u>
Fund balances, beginning of year	8,251,570	546,662	8,798,232
Fund balances, end of year	<u><u>\$ 9,361,327</u></u>	<u><u>\$ 441,197</u></u>	<u><u>\$ 9,802,524</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Net change in fund balances - total governmental funds	\$ 1,004,292
Differences in amounts reported for governmental activities in the statement of activities are:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.	
Capital outlay expenditures	1,555,337
Depreciation expense	(988,333)
Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:	
Principal repayment of general long-term debt and lease liabilities	63,000
Governmental funds report contributions to defined benefit pension plans as expenditures. However, in the statement of activities, the amount contributed to defined benefit pension plans reduces future net pension liability. Also included in pension expense in the statement of activities are amounts required to be amortized.	
Change in net pension asset/liability and deferred inflows/outflows related to pensions	(735,363)
Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:	
Change in compensated absences liability	(79,937)
Change in total OPEB liability and deferred outflows related to OPEB	38,534
Change in net position of governmental activities	<u>\$ 857,530</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds				
	Water and Sewer	Sanitation	Stormwater	Pier	Total
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 4,534,071	\$ 34,264	\$ 764,112	\$ 13,812	\$ 5,346,259
Investments	3,103,893	923,203	108,222	-	4,135,318
Accounts receivable, net	908,262	160,859	71,454	20,928	1,161,503
Due from other governments	169,210	572	47,812	394,019	611,613
Leases receivable	-	-	-	190,777	190,777
Prepaid items	4,587	1,826	-	52,098	58,511
Due from other funds	-	67,640	34,051	-	101,691
Restricted current assets					
Cash and cash equivalents	514,082	-	-	299	514,381
Total current assets	9,234,105	1,188,364	1,025,651	671,933	12,120,053
Noncurrent assets:					
Restricted cash and investments	5,317,653	-	-	-	5,317,653
Special assessments receivable - restricted	106,643	-	-	-	106,643
Capital assets:					
Capital assets, not being depreciated	2,783,011	-	1,866,856	764,925.00	5,414,792
Other capital assets, net of depreciation and amortization	20,737,525	870,530	4,312,625	1,416,184	27,336,864
Total noncurrent assets	28,944,832	870,530	6,179,481	2,181,109	38,175,952
Total assets	38,178,937	2,058,894	7,205,132	2,853,042	50,296,005
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows related to OPEB	3,742	1,567	533	-	5,842
Total deferred outflows of resources	3,742	1,567	533	-	5,842
LIABILITIES					
Current liabilities:					
Accounts payable and accrued liabilities	336,749	255,886	7,786	182,686	783,107
Deposits	204,974	-	-	9,000	213,974
Due to other funds	115,363	-	-	-	115,363
Compensated absences	42,394	10,626	2,239	-	55,259
Payable from restricted assets:					
Current maturities of lease liability	-	-	-	2,568	2,568
Current maturities on long-term debt	471,032	-	-	-	471,032
Accrued interest payable	-	-	-	299	299
Total current liabilities	1,170,512	266,512	10,025	194,553	1,641,602
Noncurrent liabilities:					
Notes payable	1,900,029	-	650,000	-	2,550,029
Lease liability	-	-	-	8,182	8,182
Advances from other funds	-	-	-	688,043	688,043
Compensated absences	34,462	9,331	5,619	-	49,412
Total OPEB liability	94,950	39,748	13,535	-	148,233
Total noncurrent liabilities	2,029,441	49,079	669,154	696,225	3,443,899
Total liabilities	3,199,953	315,591	679,179	890,778	5,085,501
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to leases	-	-	-	179,752	179,752
Total deferred inflows of resources	-	-	-	179,752	179,752
NET POSITION					
Net investment in capital assets	20,972,298	870,530	5,529,481	1,993,362	29,365,671
Restricted for debt service	514,082	-	-	-	514,082
Restricted for capital expansion	5,424,296	-	-	-	5,424,296
Unrestricted	8,072,050	874,340	997,005	(210,850)	9,732,545
Total net position	\$ 34,982,726	\$ 1,744,870	\$ 6,526,486	\$ 1,782,512	\$ 45,036,594

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds				
	Water & Sewer	Sanitation	Stormwater	Pier	Total
Operating revenues					
Charges for services	\$ 5,915,925	\$ 1,521,485	\$ 742,951	\$ 166,382	\$ 8,346,743
Other revenues	195,438	24,891	6,374	485,576	712,279
Total operating revenues	6,111,363	1,546,376	749,325	651,958	9,059,022
Operating expenses					
Personal services	1,647,415	639,135	147,390	91,783	2,525,723
Operating expenses	1,732,276	1,057,253	71,132	300,127	3,160,788
Depreciation and amortization	1,077,845	164,715	149,024	132,329	1,523,913
Total operating expenses	4,457,536	1,861,103	367,546	524,239	7,210,424
Operating income (loss)	1,653,827	(314,727)	381,779	127,719	1,848,598
Nonoperating revenues (expenses)					
Investment earnings (loss)	309,669	44,031	5,849	-	359,549
Gain (loss) on disposition of capital assets	2,100	15,930	-	-	18,030
Interest expense	(55,394)	(762)	(18,924)	(333)	(75,413)
Total nonoperating revenues (expenses)	256,375	59,199	(13,075)	(333)	302,166
Income (loss) before contributions and transfers	1,910,202	(255,528)	368,704	127,386	2,150,764
Capital contributions	441,654	-	-	-	441,654
Capital grants	590,281	135,874	47,813	792,263	1,566,231
Change in net position	2,942,137	(119,654)	416,517	919,649	4,158,649
Net position, beginning of year	32,040,589	1,864,524	6,109,969	862,863	40,877,945
Net position, end of year	\$ 34,982,726	\$ 1,744,870	\$ 6,526,486	\$ 1,782,512	\$ 45,036,594

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Business-type Activities - Enterprise Funds				
	Water & Sewer	Sanitation	Stormwater	Pier	Total
Cash flows from operating activities					
Cash received from customers	\$ 5,892,948	\$ 1,522,578	\$ 682,450	\$ 260,939	\$ 8,358,915
Cash paid to employees	(1,672,729)	(628,688)	(135,316)	(101,397)	(2,538,130)
Cash paid to suppliers	(1,726,248)	(978,197)	(77,382)	(287,043)	(3,068,870)
Net cash provided by (used in) operating activities	2,493,971	(84,307)	469,752	(127,501)	2,751,915
Cash flows from noncapital financing activities					
Intergovernmental grant proceeds	590,281	135,874	47,813	792,263	1,566,231
Interfund loans	117,843	(23,423)	(10,689)	228,458	312,189
Net cash provided by (used in) noncapital financing activities	708,124	112,451	37,124	1,020,721	1,878,420
Cash flows from capital and related financing activities					
Impact fees	441,654	-	-	-	441,654
Acquisition and construction of capital assets	(947,558)	(210,116)	(295,429)	(1,072,747)	(2,525,850)
Proceeds from sale of capital assets	2,100	15,930	-	-	18,030
Principal payments of long-term debt	(682,622)	-	(99,000)	-	(781,622)
Proceeds from issuance of long-term debt	223,978	-	-	-	223,978
Payments on lease liability	-	-	-	(2,492)	(2,492)
Interest paid	(55,394)	(2,506)	(18,924)	(403)	(77,227)
Net cash provided by (used in) capital and related financing activities	(1,017,842)	(196,692)	(413,353)	(1,075,642)	(2,703,529)
Cash flows from investing activities					
Interest received (loss)	309,669	44,031	5,849	-	359,549
Purchases of investments	(1,031,980)	-	(5,071)	-	(1,037,051)
Sales of investments	-	157,037	-	-	157,037
Net cash provided by (used in) investing activities	(722,311)	201,068	778	-	(520,465)
Net change in cash and cash equivalents	1,461,942	32,520	94,301	(182,422)	1,406,341
Cash and cash equivalents, beginning of year	3,586,211	1,744	669,811	196,533	4,454,299
Cash and cash equivalents, end of year	<u>\$ 5,048,153</u>	<u>\$ 34,264</u>	<u>\$ 764,112</u>	<u>\$ 14,111</u>	<u>\$ 5,860,640</u>
Cash and cash equivalents classified as:					
Unrestricted	\$ 4,534,071	\$ 34,264	\$ 764,112	\$ 13,812	\$ 5,346,259
Restricted	514,082	-	-	299	514,381
Total cash and cash equivalents	<u>\$ 5,048,153</u>	<u>\$ 34,264</u>	<u>\$ 764,112</u>	<u>\$ 14,111</u>	<u>\$ 5,860,640</u>
Reconciliation of operating income to net cash provided by (used in) operating activities:					
Operating income (loss)	\$ 1,653,827	\$ (314,727)	\$ 381,779	\$ 127,719	\$ 1,848,598
Adjustments to reconcile net operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation and amortization	1,077,845	164,715	149,024	132,329	1,523,913
Changes in assets and liabilities:					
Accounts receivable	(112,265)	(24,356)	(19,063)	(2,277)	(157,961)
Due from other governments	(126,185)	558	(47,812)	(384,504)	(557,943)
Lease receivable	-	-	-	(4,238)	(4,238)
Special assessments receivable	13,695	-	-	-	13,695
Prepaid items	(4,587)	(1,826)	-	(17,306)	(23,719)
Accounts payable and accrued liabilities	10,615	80,882	(6,250)	30,390	115,637
Deposits	6,340	-	-	-	6,340
Compensated absences	18,508	6,962	5,636	(3,363)	27,743
Total OPEB liability	(43,822)	3,485	6,438	(6,251)	(40,150)
Net cash provided by (used in) operating activities	<u>\$ 2,493,971</u>	<u>\$ (84,307)</u>	<u>\$ 469,752</u>	<u>\$ (127,501)</u>	<u>\$ 2,751,915</u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2023

	Pension Trust Funds
ASSETS	
Cash and cash equivalents with trustee	\$ 167,964
Total cash and cash equivalents	<u>167,964</u>
Receivables	
Employer contributions receivable	297
State premium taxes	166,570
Total receivables	<u>166,867</u>
Investments, at fair value	
Mutual funds - equity	5,894,531
Mutual funds - fixed income	1,846,343
Total investments	<u>7,740,874</u>
Total assets	<u>8,075,705</u>
LIABILITIES	
Accounts payable	16,476
Total liabilities	<u>16,476</u>
NET POSITION	
Restricted for pensions	<u><u>\$ 8,059,229</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 377,906
Plan members	152,164
State - insurance premium taxes	166,570
Total contributions	<u>696,640</u>
Investment earnings (loss):	
Net appreciation (depreciation) in fair value of investments	843,239
Interest and dividends	166,270
Total investment earnings	<u>1,009,509</u>
Less: investment expense	<u>(28,500)</u>
Net investment income (loss)	981,009
Total additions	<u>1,677,649</u>
Deductions	
Benefit payments and refunds	336,181
Administrative expenses	89,361
Total deductions	<u>425,542</u>
Change in net position	<u>1,252,107</u>
Net position restricted for pensions, beginning of year	6,807,122
Net position restricted for pensions, end of year	<u><u>\$ 8,059,229</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) Summary of Significant Accounting Policies:

The financial statements of the City of Flagler Beach, Florida (the City), have been prepared in accordance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the City has adopted the GASB Codification. The following is a summary of the City's significant accounting policies:

(a) **Reporting entity**—The City of Flagler Beach (City), Florida, Flagler County (County), a political subdivision incorporated in 1946, under the authority of Chapter 165 *Florida Statutes*, was established by Chapter 11.481 Laws of Florida Acts of 1925. The City operates under a Commission-Manager form of government and provides the following services, as authorized by the City Charter: public safety (police, fire, and building departments), highways and streets, culture/recreation, public improvements, planning and zoning, and general government services. As required by accounting principles generally accepted in the United States of America (GAAP), these financial statements present the government and its component units, entities for which the government is considered to be financial accountable. Blended component units, although legally separate entities, are in substance, part of the City's operations and so, data from these units are combined with the data of the primary government. Each discretely presented component unit, on the other hand, is reported in a separate column in the combined financial statements to emphasize that it is legally separate from the City. The City has no discretely presented component units to report.

(b) **Blended component units**—The City has one blended component unit, as follows: The Flagler Beach Community Redevelopment Agency (the CRA) is operated by the City. The CRA was created by City Ordinance 95-24 and 97-21 pursuant to Florida Statute 163.387, for the purpose of rehabilitation, conservation and redevelopment of specific downtown areas of the City. Since the City is financially accountable for the activities of the CRA, its governing commission is the same, and its relationship to the City is significant, its financial activities are reported on a blended basis as if it were part of the primary government as a major special revenue fund.

(c) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report aggregated information for the overall government for all of the activities of the primary government. These statements do not report fiduciary funds or fiduciary component units such as retirement trust funds. Those activities are reported only in fund financial statements. The effect of interfund activity has been removed from these statements.

Governmental activities, which normally are supported by taxes, intergovernmental revenues, and other nonexchange revenues, are reported separately from business-type activities, which are financed wholly or partially by fees charged to external parties for goods or services and are reported in enterprise funds.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Indirect costs are included in the program expense reported for individual functions and activities. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) Summary of Significant Accounting Policies: (Continued)

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

(d) Measurement focus, basis of accounting, and financial statement presentation—The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Government resources are allocated to, and accounted for in, individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

The accounting and financial reporting treatment is determined by the applicable measurement focus and the basis of accounting. The basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. The basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Measurement focus indicates the type of resources being measured such as current financial resources (current assets less current liabilities) or economic resources (all assets and liabilities).

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary funds and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers property tax revenues to be available if they are collected within 60 days of the end of the current fiscal period. Grants, other intergovernmental revenues, charges for services, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the City.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, certain expenditures relating to future periods, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

The City reports the following major governmental funds:

General Fund—The General Fund is the principal fund of the City which accounts for all financial transactions not accounted for in other funds. The majority of current operating expenditures of the City other than proprietary fund activities are financed through revenues received by the General Fund.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) **Summary of Significant Accounting Policies:** (Continued)

The Flagler Beach Community Redevelopment Agency Fund—The City's special revenue fund. It accounts for revenue sources that are legally restricted to expenditures for the CRA.

The City reports the following major proprietary funds:

Water and Sewer Fund—The Water and Sewer Fund accounts for the costs and recovery of costs in the form of user charges related to the production, treatment and distribution of potable water.

Sanitation Fund—The Sanitation Fund accounts for the costs and recovery of costs in the form of user charges related to the collection, treatment and disposal of sewage waste with the City.

Stormwater Fund—The Stormwater Fund accounts for the collection of drainage fees utilized for the expansion and maintenance of drainage facilities.

Pier Fund—The Pier Fund accounts for the operations and maintenance of the City pier.

Additionally, the City reports the following fund types:

Pension Trust Funds—The Pension Trust Funds account for the net position held in trust for defined pension benefits and the related financial activities of the employees' retirement system, which accumulates resources for defined pension benefit payments to the Municipal Police Officers' Retirement Trust Fund and the Municipal Firefighters' Pension Trust Fund.

As a general rule, the effect of the City's interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer function and various other functions. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments (when applicable). Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) Summary of Significant Accounting Policies: (Continued)

(e) **Budgets and budgetary accounting**—Annual budgets for all governmental and proprietary funds were adopted in compliance with Florida law. The basis on which the budgets are prepared is consistent with the basis of accounting utilized by the various fund types. The governmental funds' budgets are prepared on the modified accrual basis of accounting. The proprietary funds' budgets are prepared on a full accrual basis of accounting. The City uses the following procedures in establishing the budgetary data reflected in the accompanying financial statements:

- i. On or before July 1st, the City Manager submits a preliminary budget to the City Commission for the ensuing fiscal year.
- ii. Budget workshop sessions are scheduled by the City Commission, as needed.
- iii. A general summary of the budget and notice of public hearing is made available to the public.
- iv. Prior to October 1st, the budget is legally enacted through passage of an ordinance.
- v. The City Commission, by resolution, may make supplemental appropriations in excess of those estimated for the year up to the amount of available revenue. Prior to the end of the fiscal year, supplemental appropriations are made for unanticipated spending requirements by the Commission.
- vi. The City Commission must approve all inter-departmental budget amendments and/or appropriations transfers.
- vii. Budgetary control is exercised at the department level.
- viii. Every appropriation lapses at the close of the fiscal year.

The budgets for governmental funds that were either adopted or amended during the year by the City Commission were prepared using the modified accrual basis of accounting in accordance with generally accepted accounting principles. The general and special revenue funds have legally adopted budgets.

The budgets for proprietary funds that were either adopted or amended during the year by the City Commission were prepared using the accrual basis of accounting in accordance with generally accepted accounting principles. The water, sewer, sanitation, and stormwater funds also have legally adopted annual budgets.

(f) **Deposits and investments**—The City's cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents.

The City has adopted the reporting required by Accounting and Financial Reporting for Certain Investments and for External Investment Pools. All investments including investments in the City's fiduciary funds are recorded at fair value based on quoted market values, except for the City's investments in the Florida PRIME portion of the State Investment Pool, which are reported at amortized cost, which approximates fair value.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) **Summary of Significant Accounting Policies:** (Continued)

(g) **Receivables and payables**—Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as “due to/from other funds” (i.e., the current portion of interfund loans). All other outstanding balances between funds are reported as “due to/from other funds.” Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as “internal balances.”

All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of historical trends. Utility operating sales are generally recognized on the basis of cycle billings rendered monthly. Unbilled accounts receivable are accrued by the City at September 30th, to recognize the sales revenues earned between the last meter reading dates made in mid-September through the end of the fiscal year.

(h) **Leases receivable**—When engaged in long-term leasing activity as the lessor, the City recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements. At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.
- The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

(i) **Prepaid items**—Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) **Summary of Significant Accounting Policies:** (Continued)

(j) **Capital assets**—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, drainage improvements, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life of greater than one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, but charged to operating expense as incurred. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	15 – 50 years
Improvements	10 – 50 years
Machinery and equipment	5 – 15 years
Infrastructure	40 years
Right-to-use lease	5 years

(k) **Compensated absences**—The City reports compensated absences in the applicable governmental or business-type activity columns in the governmental-wide financial statements. The portion of employee payroll costs paid subsequent to year end attributable to services performed prior to year end and accumulated unpaid vacation, sick leave, and personal leave is recorded and recognized as a current liability. The remainder of the liability for compensated absences payable beyond the current period is recorded as a long-term liability.

(l) **Leases**—The City leases submerged land and equipment, and determines if an arrangement is a lease at inception. The City recognizes intangible right-to-use (RTU) assets and corresponding lease liabilities for all leases that are not considered short-term. RTU assets represent the City’s right to use an underlying asset for the lease term and lease liabilities represent the City’s obligation to make lease payments arising from the lease. RTU assets and liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term.

Basis of lease classification – Leases that meet the following requirements will not be considered short term: (1) the maximum possible lease term(s) is non-cancelable by both lessee and lessor, and (2) is more than 12 months.

Discount Rate – Unless explicitly stated in the lease agreement, known by the City, or the City is able to determine the rate implicit within the lease, the discount rate used to calculate lease right-to-use assets and liabilities will be the City’s tax exempt market borrowing rate for 30 year fixed terms at the end of each year, which will be the rate utilized for the next calendar year. The City elected to use its incremental borrowing rate (IBR) of 3% as of September 30, 2022 for leases entered into beginning October 1, 2022.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) **Summary of Significant Accounting Policies:** (Continued)

(m) **Long-term obligations**—In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Original issue bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. In the fund financial statements, governmental fund types recognize premiums and discounts, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

(n) **Fund balance**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

Nonspendable – amounts not available to be spent or not in spendable form, such as inventory and prepaid items.

Restricted – amounts constrained to specific purposes by their providers (such as grantors and higher levels of government), through constitutional provisions or by enabling legislation.

Committed – amounts constrained to specific purposes based on actions taken by the City Commission through ordinance.

Assigned – amounts the City intends to use for a specific purpose. Intent can be expressed by City Commission or by an official or body which the City Commission delegates authority.

Unassigned – amounts that are available for any purpose. Positive amounts are reported only in the General Fund.

When an expenditure is incurred for purposes for which both restricted and unrestricted resources are available; the City considers restricted funds to have been spent first. When expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds and finally, unassigned funds, as needed.

It is the City’s policy to allocate funds equivalent to a minimum of 25% of proposed General Fund budgeted expenditures and designate as emergency reserves to support General Fund emergency operations at the sole discretion of and as declared by the City Commission. The Utility Fund unrestricted net position will be 10% of proposed budgeted operating expenses, excess may be assigned to a rate stabilization fund or transferred to the Utility Capital Projects Fund. The Stormwater Fund unrestricted net position will be 10% of the proposed budgeted expenses, excess may be assigned for future system capital projects. The Sanitation Fund unrestricted net position will be 10% of proposed budgeted operating expenses, excess may be assigned to a rate stabilization fund.

(o) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for *deferred outflows of resources*. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) **Summary of Significant Accounting Policies:** (Continued)

The City has multiple items, deferred outflows related to pensions and OPEB in the proprietary funds and government-wide statement of net position, which qualify for reporting in this category. Deferred outflows related to pensions are discussed further in Note (12) and deferred outflows related to OPEB are discussed further in Note (11).

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. Currently, the items in this category are unavailable revenues, which will be recognized as inflows of resources in the period that the amounts become available; deferred inflows relates to leases, as discussed further in Note (4); deferred inflows of resources related to pensions, as discussed further in Note (12); and deferred inflows of resources related to OPEB, as discussed further in Note (11).

(p) **Property taxes**—Property tax revenues are recognized when levied, to the extent that they result in current receivables. Details of the property tax calendar are presented below:

Lien date	June 1
Levy date	November 1
Discount periods	November – February
No discount period	March
Delinquent date	April 1

(q) **Net position flow assumption**—Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the City’s policy to consider restricted net position to have been used before unrestricted net position is applied.

(r) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(2) Reconciliation of Government-Wide and Fund Financial Statements:

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. A detailed explanation of these differences is provided in this reconciliation.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is provided in this reconciliation.

(3) Deposits and Investments:

The City's investment policies are governed by Chapter 280 and 218, Florida Statutes. For all investments authorized by statute the City applies the "Prudent Person" standard when developing investment strategies. The basic allowable investment instruments are as follows:

The Local Government Surplus Trust Funds or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01

Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency

Interest bearing time deposits or savings accounts in qualified public depositories as defined in Chapter 280, Florida Statutes

Direct obligations of the United States Treasury

Deposits include cash on hand and amounts held in the City's demand accounts. At September 30, 2023, the carrying amount of the City's deposits was \$6,814,353. Each demand account is insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. Any balance in excess of FDIC insurance is covered by collateral held by the City's custodial bank, which is pledged to a state trust fund that provides security in accordance with Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

The Florida Security for Public Deposits Act (the Act) established guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act.

Obligations pledged to secure deposits must be delivered to the State Treasurer or, with the approval of the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer. Under the Act, the pool may assess participating financial institutions on a pro rata basis to fund any shortfall in the event of the failure of a member institution.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(3) Deposits and Investments: (Continued)

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The City has no investment policy that would limit its investment choices due to credit risk other than State statutes governing investments listing in Florida Statutes, Section 218.415.

Custodial Credit Risk—Deposits: In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, *The Florida Security for Public Deposits Act*, the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State Chief Financial Officer (CFO) as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State CFO to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State CFO's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State CFO.

The City invests temporarily idle resources in the Local Government Investment Pool (State Pool). The State Pool is administered by the Florida Prime Investment Pool, who provides regulatory oversight. Florida Prime Investment Pool (Florida PRIME) is similar to money market funds in which units are owned in the fund rather than the underlying investments. These investments are reported at amortized cost and meet the requirements of GASB Statement No. 31, as amended by GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, which establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. There is no limitation or restrictions on withdrawals from Florida PRIME; although in the occurrence of an event that has a material impact on liquidity or operations of the trust fund, the funds' executive director may limit contributions to or withdrawals from the trust fund for a period of 48 hours.

The City has investments in Florida Municipal Investment Trust (FMIT). The FMIT is an external pool established in 1993 and administered by the Florida League of Cities, Inc. pursuant to the laws of the State of Florida. The FMIT is exempt from registration under the Securities Act of 1933, the Investment Company Act of 1940 and the Florida Securities and Investors Protection Act. Participants in the FMIT are limited to governmental entities in the State of Florida. The FMIT has adopted GASB Statement No. 31, as amended by GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, and the fair value of the City's position in the FMIT is the same as the fair value of the FMIT shares. The investment in the pool is not evidenced by securities that exist in physical or book entry form.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(3) Deposits and Investments: (Continued)

The City measures and records its investments, assets whose use is limited, and restricted assets using fair value measurement guidelines, which recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

The following chart shows the City's cash and investment accounts by investment portfolios and their respective maturities (in years) and fair value measurement levels as of September 30, 2023:

Investment Type	Carrying Value	Weighted Average Maturity (years)	Credit Rating (Fitch)	Fair Value Hierarchy Classification
Pooled Funds – 0-2 Year High Quality Bond Fund	\$ 2,268,702	0.80	AAAf/S1	Level 2
Pooled Funds – 1-3 Year High Quality Bond Fund	3,690,656	1.60	AAAf/S2	Level 2
Pooled Funds – Intermediate High Quality Bond Fund	1,546,395	4.90	AAAf/S3	Level 2
Florida PRIME	10,116,494	35 days	AAAm(S&P)	N/A
Cash and cash equivalents	7,328,435	N/A	NR	N/A
Total Portfolio	<u>\$ 25,450,682</u>			

Pension Plan Investments

The City's Pension plans have adopted investment policies which authorizes the pension managers to invest in the following:

Police Plan—Money market accounts, fixed income investments rated “A” or better (10% individual issuer limitation), equities traded on a national stock exchange (5% issuer limitation), and pooled funds such as mutual funds and ETFs.

Fire Plan—Money market accounts, fixed income investments rated “A” or better (10% individual issuer limitation), equities traded on a national stock exchange (5% issuer limitation), and pooled funds such as mutual funds and ETFs.

The pension plans measure and record investments using fair value measurement guidelines utilizing the same three-tiered fair value hierarchy as the City.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(3) **Deposits and Investments:** (Continued)

The following is a description of the valuation techniques used for assets measured at fair value:

Corporate and Municipal Debt Obligations—Valued based on face value of the instruments adjusted for inflation and interest maturities.

Corporate and Equity Securities—Valued at fair value based on quoted market prices at year end.

Mutual Funds (fixed income and equity)—Valued based on face value of the instruments adjusted for inflation and interest maturities.

Real Estate Funds—Valued based upon the underlying investments’ most recent audited financial statements.

A summary of investments held at fair value as of September 30, 2023, is as follows:

	Fair Value	Level 1
Investments, at fair value		
Corporate equity securities	\$ 5,894,531	\$ 5,894,531
Mutual funds - fixed income	1,846,343	1,846,343
Total investments	<u>\$ 7,740,874</u>	<u>\$ 7,740,874</u>

The pension plans also held a total of \$167,964 of cash and cash equivalents held in the pension trust funds.

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of investments. Generally, the longer the time to maturity, the greater the exposure to interest rate risk. The City’s investment policy requires diversifying investments to control the risk of loss resulting from over-concentrations of assets in a specific maturity.

Credit Risk: Credit risk is the risk that a debt issuer or other counter-party to an investment will not fulfill its obligations. The Pension Plans utilize portfolio diversification in order to limit investments to the highest rated securities as rated by nationally recognized rating agencies and credit rating limitations are in place through the plan investment policies. All investments rated within the investment policy guidelines at September 30, 2023.

Concentration of Credit Risk: The City’s pension plans have varying limitations on investment in single-issuers as discussed in the authorized investments note. At September 30, 2023, the investment portfolios met the single issuer limitations.

Custodial Credit Risk: Custodial credit risk is the risk that the City may not recover cash and investments held by another party in the event of financial failure. Custodial credit risk is limited since investments are held in independent custodial safekeeping accounts or mutual funds.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(3) Deposits and Investments: (Continued)

Foreign Currency Risk: Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of an investment. The Pension trust funds policies allow for up to 25% percent of its investments in common stock, capital stock and convertible securities at market value in foreign securities. At September 30, 2023, the investment portfolios met the foreign securities limitations.

(4) Accounts Receivable:

The City's receivables consisted of the following at September 30, 2023:

	Gross Receivable	Allowance for Doubtful Accounts	Net Receivable
Governmental Activities:			
General Fund	\$ 504,383	\$ (1,861)	\$ 502,522
Community Redevelopment Fund	-	-	-
Total – Governmental Activities	<u>504,383</u>	<u>(1,861)</u>	<u>502,522</u>
Business-Type Activities:			
Pier Fund	20,928	-	20,928
Water and Sewer Fund	983,939	(75,677)	908,262
Sanitation Fund	169,268	(8,409)	160,859
Stormwater Fund	74,506	(3,052)	71,454
Totals – Business-Type Activities	<u>1,248,641</u>	<u>(87,138)</u>	<u>1,161,503</u>
Totals	<u>\$ 1,753,024</u>	<u>\$ (88,999)</u>	<u>\$ 1,664,025</u>

In addition to accounts receivable, the City also recorded \$1,141,777 in due from other governments at September 30, 2023. These amounts reflect management's best estimate of recoveries based on costs incurred and approved projects, and are subject to change pending adjustments made by the respective Federal and/or State agencies.

The City also recorded special assessments receivable of \$106,643, of which \$71,265 represents the balance remaining as of September 30, 2023 on the financing by the property owners of the Morningside Subdivision for Sewer System Construction, which was completed during the year ended September 30, 2014, at an original amount financed totaling approximately \$630,000.

In fiscal year 2014, pursuant to Resolutions 2013-05 and 2014-11, the City levied a special assessment for certain benefiting property owners to fund sanitary sewer improvements in the Morningside subdivision. The sanitary sewer improvements were constructed by the City, which retained ownership of the improvements. Related to the special assessment, the City entered into agreements with the individual property owners in the Morningside subdivision under which the City has financed and will collect \$632,997 plus interest at 4.75% per annum from this special assessment to fund these improvements. At September 30, 2023, \$106,643 of the original principal portion of the special assessment is reported as Special assessments receivable – restricted, and \$5,187 was included with interest earnings in the Water & Sewer Fund.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(5) **Interfund Loans and Transfers:**

The outstanding balances between funds result mainly from the time lag between the dates reimbursable expenditures occur, when transactions are recorded in the accounting system, and when payments between funds are made. The \$688,043 due from the Pier Fund to the General Fund is long-term in nature. At September 30, 2023, individual fund interfund receivables and payables for the primary government were comprised of the following:

	<u>Due From Other Funds</u>	<u>Due to Other Funds</u>
Governmental Activities:		
General Fund:		
Water and Sewer Fund	\$ 13,672	\$ -
Pier Fund	688,043	-
Water and Sewer Fund:		
General Fund	-	13,672
Sanitation Fund	-	67,640
Stormwater Fund	-	34,051
Sanitation Fund:		
Water and Sewer Fund	67,640	-
Stormwater Fund:		
Water and Sewer Fund	34,051	
Pier Fund:		
General Fund	-	688,043
Total – All Funds	<u>\$ 803,406</u>	<u>\$ 803,406</u>

Transfers are used to (1) move revenues from the fund with collection authorization to the debt service fund as debt service principal and interest payments become due, (2) move restricted amounts from borrowings to the debt service funds to establish and maintain mandatory reserve and sinking fund accounts, (3) move revenues from proprietary fund operations to the general fund for payments in lieu of taxes, and (4) move unrestricted revenues to finance various programs that the City must account for in other funds in accordance with budgetary authorizations, including amounts provided as matching funds for various grant programs.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(6) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2023, is as follows:

Governmental activities:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets not being depreciated:				
Land	\$ 2,601,023	\$ -	\$ -	\$ 2,601,023
Construction in progress	784,537	240,281	(1,024,818)	-
Total assets not being depreciated	<u>3,385,560</u>	<u>240,281</u>	<u>(1,024,818)</u>	<u>2,601,023</u>
Capital assets being depreciated:				
Buildings	3,004,742	422,195	-	3,426,937
Improvements	3,373,101	606,965	-	3,980,066
Machinery and equipment	4,396,514	285,896	-	4,682,410
Infrastructure	<u>5,933,302</u>	<u>1,024,818</u>	<u>-</u>	<u>6,958,120</u>
Total assets being depreciated	16,707,659	2,339,874	-	19,047,533
Less: accumulated depreciation	<u>(10,253,341)</u>	<u>(988,333)</u>	<u>-</u>	<u>(11,241,674)</u>
Total capital assets being depreciated, net	6,454,318	1,351,541	-	7,805,859
Governmental activities capital assets, net	<u>\$ 9,839,878</u>	<u>\$ 1,591,822</u>	<u>\$ (1,024,818)</u>	<u>\$ 10,406,882</u>

Business-type activities:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets not being depreciated:				
Land	\$ 1,648,235	\$ -	\$ -	\$ 1,648,235
Construction in progress	<u>3,546,238</u>	<u>2,090,566</u>	<u>(1,870,247)</u>	<u>3,766,557</u>
Total assets not being depreciated	<u>5,194,473</u>	<u>2,090,566</u>	<u>(1,870,247)</u>	<u>5,414,792</u>
Capital assets being depreciated and amortized:				
Buildings	12,659,712	-	-	12,659,712
Improvements	23,294,160	133,860	1,870,247	25,298,267
Machinery and equipment	5,242,687	301,424	-	5,544,111
Infrastructure	<u>5,531,460</u>	<u>-</u>	<u>-</u>	<u>5,531,460</u>
Right to use asset - land	<u>15,831</u>	<u>-</u>	<u>-</u>	<u>15,831</u>
Total assets being depreciated and amortized	46,743,850	435,284	1,870,247	49,049,381
Less: accumulated depreciation and amortization	<u>(20,188,604)</u>	<u>(1,523,913)</u>	<u>-</u>	<u>(21,712,517)</u>
Total capital assets being depreciated and amortized, net	26,555,246	(1,088,629)	1,870,247	27,336,864
Business-type activities capital assets, net	<u>\$ 31,749,719</u>	<u>\$ 1,001,937</u>	<u>\$ -</u>	<u>\$ 32,751,656</u>

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(6) **Capital Assets:** (Continued)

Depreciation expense was charged to functions/programs as follows:

Governmental activities:	
General government	\$ 574,287
Public safety	294,146
Public works	24,094
Culture and recreation	95,806
Total depreciation expense - governmental activities	<u>\$ 988,333</u>
Business-type activities:	
Water and Sewer	\$ 1,077,845
Sanitation	164,715
Stormwater	149,024
Pier	132,329
Total depreciation/amortization expense - business-type activities	<u>\$ 1,523,913</u>

(7) **Leases:**

(a) **City as Lessor**—The City is the lessor in a lease agreements for one building facility. A lease receivable and deferred inflow of resources was recorded for this leases.

In 2012, the City entered into a lease agreement with the Tenant for the leasing of the pier restaurant. Based on the terms of the agreement, the initial ten-year lease began on October 1, 2012, expired on September 30, 2022, and was extended for five years. Annual rentals under the lease agreement include minimum monthly payments of \$3,914 and will increase 3% annually. For the year ended September 30, 2023, the City recognized \$47,021 in lease revenue and \$4,238 in interest revenue related to this lease. As of September 30, 2023, the City’s receivable for lease payments was \$190,301 and for interest payments was \$476. Also, the City has a deferred inflow of resources associated with this lease that will be recognized over the lease term. As of September 30, 2023, the balance of the deferred inflow of resources was \$179,752.

The principal and interest requirements to maturity for this lease as of September 30, 2023, are as follows:

Year Ending September 30,	Principal	Interest	Total Payments
2024	\$ 43,264	\$ 5,117	\$ 48,381
2025	46,051	3,781	\$ 49,832
2026	48,967	2,360	\$ 51,327
2027	52,019	849	\$ 52,868
Total future minimum lease payments	<u>\$ 190,301</u>	<u>\$ 12,108</u>	<u>\$ 202,409</u>

(b) **City as Lessee**—The City is the lessee in one lease agreement for submerged land for the Pier Fund. A lease liability and a right-to-use asset was recorded for this lease in that funds.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(7) **Leases:** (Continued)

In 2017, the City entered into a 60 month lease agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida for submerged land valued at \$15,831. The initial lease expired in October 2022 and was renewed for an additional five-year period. A right-to-use asset and initial lease liability was recorded by the City during the current fiscal year. As of September 30, 2023, the value of the lease liability was \$10,750. The City is required to make annual principal and interest payments of \$2,895. The City's incremental borrowing rate (IBR) was calculated at 3.0% at September 30, 2022, and was the discount rate utilized in the current year for this lease. The land has a five-year useful life. The value of the right-to-use assets as of September 30, 2023 was \$15,831 and had accumulated amortization of \$5,205.

Lease expense for the right-to-use assets for the years ended September 30, 2023, was as follows:

September 30, 2023	Business-type Activities
Amortization expense	\$ 2,602
Interest on lease liabilities	333
Total	\$ 2,936

The principal and interest requirements to maturity for the lease liability as of September 30, 2023, is as follows:

Business-type Activities				
Year Ending September 30,	Principal	Interest	Total Payments	
2024	\$ 2,568	\$ 327	\$ 2,895	
2025	2,646	249	2,895	
2026	2,726	168	2,895	
2027	2,809	85	2,895	
Total future minimum lease payments	<u>\$ 10,750</u>	<u>\$ 830</u>	<u>\$ 11,579</u>	

(8) **Long-Term Liabilities:**

Long-term liability activity for the year ended September 30, 2023, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental activities:					
Notes payable	\$ 474,000	\$ -	\$ (63,000)	\$ 411,000	\$ -
Compensated absences	200,609	339,927	(259,990)	280,546	134,939
Total long-term liabilities	<u>\$ 674,609</u>	<u>\$ 339,927</u>	<u>\$ (322,990)</u>	<u>\$ 691,546</u>	<u>\$ 134,939</u>

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(8) Long-Term Liabilities: (Continued)

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Business-type activities:					
Notes payable	\$ 3,578,705	\$ -	\$ (557,644)	\$ 3,021,061	\$ 471,032
Lease liability	13,242	-	(2,492)	10,750	2,568
Compensated absences	76,928	154,870	(127,127)	104,671	55,259
Total long-term liabilities	<u>\$ 3,668,875</u>	<u>\$ 154,870</u>	<u>\$ (687,263)</u>	<u>\$ 3,136,482</u>	<u>\$ 528,859</u>

Notes payable in the City's governmental activities at September 30, 2023, were comprised of the following obligations:

Refunding Revenue Note, Series 2015, issued to (1) refund the City's outstanding stormwater revenue note, series 2015, (2) refund the outstanding principal amount of the 2009 CRA Note, and (3) pay related costs of issuance. The series 2015 note is secured by the City's covenant to budget and appropriate from legally available non-ad valorem revenues of the City. The note is split 43% and 57% between governmental and business type activities, respectively. The interest rate is 2.53% and the note matures October 2029. Principal payments are due annually on October 1st and interest payments are due semiannually on October 1st and April 1st. The outstanding balance at September 30, 2023, was \$411,000.

Annual debt service requirements to maturity for the City's governmental activities notes payable are as follows:

Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2024	\$ -	\$ 5,199	\$ 5,199
2025	64,000	9,589	73,589
2026	66,000	7,945	73,945
2027	68,000	6,249	74,249
2028	69,000	4,517	73,517
2029	144,000	3,668	147,668
Total	<u>\$ 411,000</u>	<u>\$ 37,167</u>	<u>\$ 448,167</u>

Notes payable in the City's business-type activities at September 30, 2023, were comprised of the following obligations:

In January 2005, the City entered into an agreement with the State of Florida, Department of Environmental Protection for a \$3,375,000 loan for a water treatment plant expansion project at an interest rate of 2.67% per year. In June 2006, the loan was amended to include an additional \$3,158,750 with an interest rate of 2.65%. In July 2007, the loan was amended to include an additional \$3,280,134 with an interest rate of 2.64%. The semi-annual payment is due January 15th and July 15th. The loan is collateralized by the pledged revenues of the water and sewer system and carries with it certain rate coverage requirements, which the City was in compliance with at September 30, 2023. The outstanding balance at September 30, 2023, was \$1,546,821 and the note matures in 2027.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(8) Long-Term Liabilities: (Continued)

Refunding Revenue Note, Series 2015, issued to (1) refund the City's outstanding stormwater revenue note, series 2015, (2) refund the outstanding principal amount of the 2009 CRA Note, and (3) pay related costs of issuance. The series 2015 note is secured by the City's covenant to budget and appropriate from legally available non-ad valorem revenues of the City. The note is split 43% and 57% between governmental and business type activities, respectively. The interest rate is 2.53% and the note matures October 2029. Principal payments are due annually on October 1st and interest payments are due semiannually on October 1st and April 1st. The outstanding balance at September 30, 2023, was \$650,000.

In July 2020, the City entered into an agreement with the State of Florida, Department of Environmental Protection for a \$900,000 loan for design activities related to Wastewater Treatment Facility Construction, at an interest rate of 0.58% per year. In August 2022, the loan was amended to be reduced by \$7,047. The first semi-annual payment is due August 15, 2022. The loan is collateralized by the pledged revenues of the water and sewer system and carries with it certain rate coverage requirements, which the City was in compliance with at September 30, 2023. The outstanding balance at September 30, 2023, was \$824,240 and the note maturity is estimated to occur in 2035.

Annual debt service requirements to maturity for the City's business-type activities notes payable, are as follows:

Year Ending September 30,	Business-type Activities		
	Principal	Interest	Total
2024	\$ 471,032	\$ 48,951	\$ 519,983
2025	584,723	46,535	631,258
2026	598,720	31,933	630,653
2027	381,155	16,952	398,107
2028	154,593	10,896	165,489
2029-2033	453,881	29,120	483,001
2034-2038	233,546	13,019	246,565
2039-2043	143,411	16,007	159,418
Total	<u>\$ 3,021,061</u>	<u>\$ 213,413</u>	<u>\$ 3,234,474</u>

In general, an event of default will occur if the City fails to make a payment of principal and interest when such amounts are due and payable or if the City fails to punctually perform any of the material covenants, conditions, agreements and provisions contained in a debt indenture. In the event of default, the note holders shall be entitled to sue for, enforce payment of, and receive any and all amounts due from the City for principal and interest. In addition, the notes shall bear interest at the default rate; the City may be subject to a late fee; and the City may be required to pay all of the note holders' attorney's fees incurred to remedy the default.

(9) Commitments and Contingencies:

The City is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2023. The outcomes of established claims are included in these financial statements. In the opinion of the City's legal counsel, no legal proceedings are pending or threatened against the City which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

The City has active construction projects with uncompleted work commitments of \$2,345,080 as of September 30, 2023.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(10) **Risk Management:**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

(11) **Other Postemployment Benefits (OPEB):**

Plan Description—City of Flagler Beach, Florida, Post-Retirement Benefits Plan (the Plan) is a single-employer healthcare plan administered by the City. Pursuant to Section 112.0801, Florida Statutes, the City is required to permit participation in the Plan to retirees and their eligible dependents at a cost to the retiree that is no greater than the cost at which coverage is available for active employees. Eligible individuals include all regular employees of the City who retire from active service under one of the pension plans sponsored by the City. Under certain conditions, eligible individuals also include spouses and dependent children. The Plan does not issue a publicly available financial report.

Funding Policy—The contribution requirements of plan members and the City are established by state statutes and may be amended by the state legislature. The required contribution is based on projected pay-as-you-go financing requirements and is subject to constant revision. The City has opted to not fund the total OPEB obligation or the resulting unfunded actuarial accrued liability on an annual basis. The City utilizes the General Fund to liquidate the liability for the OPEB obligation from previous years.

Benefits Provided—The Other Post Employment Benefit Plan is a single-employer benefit plan administered by the City. Retirees are charged whatever the insurance company charges for the type of coverage elected, however, the premiums charged by the insurance company are based on a blending of the experience among younger active employees and older retired employees. The older retirees actually have a higher cost which means the City is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of the premium on behalf of the active employee, known as the “implicit rate subsidy.”

Plan Membership—At September 30, 2021, the date of the latest actuarial valuation, plan participation consisted of the following:

Active Employees	77
Inactive Employees	-
	<u>77</u>

Total OPEB Liability—The City’s total OPEB liability of \$419,195 was measured as of September 30, 2022, and was determined by an actuarial valuation as of September 30, 2022 utilizing the Measurement Method for small plans as permitted under GASB 75.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(11) **Other Postemployment Benefits (OPEB):** (Continued)

Actuarial Assumptions and Other Inputs—The total OPEB liability in the September 30, 2023, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods in the measurement, unless otherwise specified:

Inflation	2.50%
Salary increases	2.50%
Discount rate	4.77%
Healthcare cost trend rate	7.50%
	Ultimate rate reached in 2075 4.00%
Retirees’ share of benefit-related costs	100.00%

The City does not have a dedicated Trust to pay retiree healthcare benefits. The discount rate was based on the September 30, 2021 S&P Municipal Bond 20 Year High Grade Rate Index as published by the S&P Dow Jones Indices.

Mortality rates were based on the PuBG-2010 Mortality Tables.

For the fiscal year ended September 30, 2023, changes in the total OPEB liability were as follows:

Balance at September 30, 2022	\$ 498,664
Changes for a year:	
Service cost	48,772
Interest	13,131
Changes of assumptions	(127,166)
Benefit payments – implicit rate subsidy	(14,206)
Net changes	(79,469)
Balance at September 30, 2023	\$ 419,195

Sensitivity of the total OPEB liability to changes in the discount rate:

The following presents the total OPEB liability of the City calculated using the discount rate of 4.77%, as well as what the City’s total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	<u>1% Decrease</u>	<u>Current Discount Rate</u>	<u>1% Increase</u>
Total OPEB Liability	\$ 467,280	\$ 419,195	\$ 378,411

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(11) **Other Postemployment Benefits (OPEB):** (Continued)

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rate:

The following presents the total OPEB liability of the City as well as what the City’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (3.00%-6.50%) or 1% higher (5.00%-8.50%) than the current healthcare cost trend rates (4.00%-7.50%):

	1% Decrease	Current Trend Rates	1% Increase
Total OPEB Liability	\$ 373,250	\$ 419,195	\$ 473,836

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended September 30, 2023, the City recognized OPEB revenue of \$62,163. At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to measurement date	\$ 16,521	\$ -
Total	\$ 16,521	\$ -

Deferred outflows for contributions subsequent to the measurement date will be recognized in fiscal year 2024.

(12) **Employee Retirement Systems and Pension Funds:**

General Employees - Defined Contribution Plan

The City Commission has adopted the International City Management Association Retirement corporation (ICMA-RC) Money Purchase Plan and Trust, as amended, effective March 10, 2016. The plan is available to the general employees who are not in one of the other City retirement plans. City contributions to the ICMA-RC Money Purchase Plan and trust for general employees shall be 6.5% of each participant’s earnings for the plan year. Participants are not permitted to make contributions. City contributions fully vest in the year they are contributed. For the year ended September 30, 2023, actual employer contributions to this plan totaled \$208,365.

Municipal Police Officers’ and Firefighters’ Defined Benefit Pension Plans

The City's pension plans are established by various City ordinances. The City maintains two separate single employer benefit pension plans which cover firefighters and police officers. The City's ordinances governing the firefighters' and police officers' plans were written in compliance with the provisions of Florida Statutes, Chapters 175 and 185, respectively.

Plan Description and Administration

The City’s pension plans are single employer defined benefit pension plans administered by a board of trustees. The board of trustees for each pension plan consists of two Commission appointees, two members of the plan elected by the plan membership, and one member elected by the other four members and appointed by the Commission.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

No standalone financial reports exist for the pension plans. All financial activity is reported within the accompanying financial statements. Investments are reported at fair value and are managed by third party money managers. The City’s independent custodian and the individual money managers price each instrument (using various third party pricing sources) and reconcile material differences. Investments that do not have an established market are reported at estimated fair value. Performance reporting, manager fees, and the City’s asset valuation are based on the custodian’s determination of value.

Costs incurred by each of the plans for administration of the plans, which includes legal and actuarial fees, trustee fees and investment advisory fees, are borne by the respective retirement plans and are included in the actuarial analysis of the required funding amounts.

Benefits Provided and Employees Covered

Each Plan provides retirement, disability, and death benefits to plan participants and beneficiaries. Current membership in the employee retirement plans was composed of the following at October 1, 2021:

	<u>Police Plan</u>	<u>Fire Plan</u>
Inactive plan members or beneficiaries receiving benefits	8	5
Inactive plan members entitled to but not yet receiving benefits	9	5
Active participants	<u>15</u>	<u>18</u>
Total current membership	<u>32</u>	<u>28</u>

A summary of the benefits provided under each plan are as follows:

Police Officers Plan

- Normal Retirement Benefits: 3.19% of average final compensation times credited service
- Normal Retirement Age: Earlier of: 1) age 55 and 10 years of credited service or 2) age 52 and 25 years of service
- Vesting Schedule: 100% after 10 years of credited service
- Vesting Benefit Amount: Members will receive the vested portion of accrued benefit at the otherwise normal retirement date
- Disability Eligibility Service Incurred: Covered from date of employment
- Disability Eligibility Nonservice Incurred: 10 years of credited service
- Disability Benefit: Benefit accrued to date of disability but not less than 42% of average final compensation (service incurred) or 25% of average final compensation (nonservice incurred)
- Pre-Retirement Death Benefits Vested: Monthly accrued benefit payable to designated beneficiary for 10 years
- Pre-Retirement Death Benefits Non-Vested: Refund of accumulated contributions without interest
- Share Plan: Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is not currently funded per mutual consent between the City and membership.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) Employee Retirement Systems and Pension Funds: (Continued)

Firefighters Plan

- Normal Retirement Benefits: 3.0% of average final compensation times credited service
- Normal Retirement Age: Earlier of age 55 and 10 years of credited service or age 52 and 25 years of credited service
- Early Retirement Benefits: Accrued benefit reduced 3% for each year commencement occurs prior to age 55
- Early Retirement Age: Age 50 and 10 Years of credited service
- Vesting Schedule: 100% after 10 years of credited service
- Vesting Benefit Amount: Members will receive the vested portion of accrued benefit at the otherwise normal retirement date
- Disability Eligibility Service Incurred: Covered from date of employment
- Disability Eligibility Nonservice Incurred: 10 years of credited service
- Disability Benefit: Benefit accrued to date of disability but not less than 42% of average final compensation (service incurred) or 25% of average final compensation (nonservice incurred)
- Pre-Retirement Death Benefits Vested: Monthly accrued benefit payable to designated beneficiary for 10 years
- Pre-Retirement Death Benefits Non-Vested: Refund of accumulated contributions without interest
- Share Plan: Pursuant to Chapter 2015-39, Laws of Florida, a supplemental benefit component for special benefits exists but is currently not funded.

The most recent experience studies for both the police and fire plans were conducted as of August 20, 2019.

Contributions

Members contribute ten percent (police) or five percent (fire) of their pretax earnings. The City contributes the remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, over thirty years. The State of Florida contributes any monies received by reason of the laws of the State for the purpose of funding and paying for retirement benefits.

For the year ended September 30, 2023, contributions to the City's pension plans were as follows:

	Police Plan	Fire Plan	Total
Employee contributions	\$ 115,356	\$ 36,808	\$ 152,164
City contributions	303,331	74,575	377,906
State contributions	74,711	91,859	166,570
Total contributions	<u>\$ 493,398</u>	<u>\$ 203,242</u>	<u>\$ 696,640</u>

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) Employee Retirement Systems and Pension Funds: (Continued)

Investment Policy

See Note (2)(b) for additional discussion of the investment policies for each of the Plans. The following was the asset allocation policy for each of the plans at September 30, 2023:

Asset Class	Target Asset Allocation	
	Police Plan	Fire Plan
Domestic equity	50%	50%
International equity	15%	15%
Broad Market Fixed Income	35%	35%

Net Pension Liability (Asset)

The components of the net pension liability (asset) of the pension plans at September 30, 2023, were as follows:

	Police Plan	Fire Plan	Total
Total pension liability	\$ 6,298,451	\$ 2,203,276	\$ 8,501,727
Plan fiduciary net position	(4,561,214)	(2,250,560)	(6,811,774)
Net pension liability (asset)	<u>\$ 1,737,237</u>	<u>\$ (47,284)</u>	<u>\$ 1,689,953</u>
Plan fiduciary net position as percentage of total pension liability	72.42%	102.15%	80.12%

The total pension liability was determined by an actuarial valuation as of October 1, 2021, and measurement date of September 30, 2023, using the following actuarial assumptions to all measurement periods.

	Police Plan	Fire Plan
Inflation	2.50%	2.50%
Salary increases	Service based	Service based
Investment rate of return	7.00%	7.00%
Mortality table	MP-2018, projected	MP-2018, projected

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long term expected rate of return by weighting the expected future real rates.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) Employee Retirement Systems and Pension Funds: (Continued)

Best estimates of arithmetic real rates of return for each major class included in the pension plan's target asset allocation as of September 30, 2023, are summarized in the following table:

Long Term Expected Real Rate of Return		
Asset Class	Police Plan	Fire Plan
Domestic equity	7.5%	7.5%
International equity	8.5%	8.5%
Broad Market Fixed Income	2.5%	2.5%

Discount rate:

The discount rate used to measure the total pension liability for each pension plan varied as discussed on the following pages. The projection of cash flows used to determine the discount rate assumed the plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in net pension liability (asset):

Changes in each plan's net pension liability (asset) were as follows:

	Police Plan		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability (Asset)
	(a)	(b)	(a-b)
Beginning Balance	\$ 5,416,872	\$ 5,529,412	\$ (112,540)
Changes for year:			
Service cost	258,908	-	258,908
Interest	425,763	-	425,763
Share plan allocation	1,939	-	1,939
Differences between expected/actual experience	(85,457)	-	(85,457)
Changes in benefit terms	532,682	-	532,682
Changes of assumption	-	-	-
Contributions - employer	-	182,136	(182,136)
Contributions - employee	-	91,518	(91,518)
Contributions - state	-	63,877	(63,877)
Contributions - buy back	-	-	-
Net investment income	-	(1,012,789)	1,012,789
Benefit payments, including refunds	(252,256)	(252,256)	-
Administrative expenses	-	(40,684)	40,684
Net changes	881,579	(968,198)	1,849,777
Ending Balance	\$ 6,298,451	\$ 4,561,214	\$ 1,737,237

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

	Fire Plan		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a-b)
Beginning Balance	\$ 1,810,257	\$ 2,677,168	\$ (866,911)
Changes for year:			
Service cost	125,059	-	125,059
Interest	143,892	-	143,892
Differences between expected/actual experience	8,871	-	8,871
Change in excess state money	-	-	-
Change in benefit terms	156,031	-	156,031
Change in assumptions	-	-	-
Contributions - employer	-	66,153	(66,153)
Contributions - Buy Back	30,649	30,649	
Contributions - employee	-	29,988	(29,988)
Contributions - state	-	54,933	(54,933)
Net investment income	-	(493,497)	493,497
Benefit payments, including refunds	(71,483)	(71,483)	-
Administrative expenses	-	(43,351)	43,351
Net changes	393,019	(426,608)	819,627
Ending Balance	<u>\$ 2,203,276</u>	<u>\$ 2,250,560</u>	<u>\$ (47,284)</u>

Sensitivity of the net pension liability (asset) to changes in the discount rate:

The following presents the net pension liability (asset) of the City calculated using the selected discount rates, as well as what the City's net pension liability (asset) (NPL(A)) would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

Plan	Current Discount Rate	NPL(A) with 1% Decrease	NPL(A) at Current Discount Rate	NPL(A) with 1% Increase
Police	7.00%	\$ 2,537,570	\$ 1,737,237	\$ 1,074,805
Fire	7.00%	288,005	(47,284)	(317,378)
Total		<u>\$ 2,825,575</u>	<u>\$ 1,689,953</u>	<u>\$ 757,427</u>

For the year ended September 30, 2023, the annual-money weighted rate of return on each pension plan investments, net of pension plan investment expense was as follows:

	Police Plan	Fire Plan
Annual money-weighted rate of return	14.40%	14.37%

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the City recognized pension expense (revenue) of \$973,054 and \$302,133 in the Police and Fire pension plans, respectively, for a total of \$1,275,187.

At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Police Plan		Fire Plan	
	Deferred Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 140,042	\$ (87,779)	\$ 171,659	\$ (112,343)
Changes of assumptions	76,704	-	17,298	(16,590)
Net different between projected and actual investment earnings	710,004	-	362,809	-
Employer and State contributions subsequent to the measurement date	373,390	-	166,434	-
	<u>\$ 1,300,140</u>	<u>\$ (87,779)</u>	<u>\$ 718,200</u>	<u>\$ (128,933)</u>

The outcome of the Deferred Outflows of resources related to pensions resulting from Employer and State contributions subsequent to the measurement date will be recognized as a reduction of the Net Pension Liability in the year ended September 30, 2023. All other amounts reported as deferred outflows and deferred inflows of resources related to pensions being amortized for a period of greater than one year will be recognized in pension expense in succeeding years as follows:

	Police Plan	Fire Plan
2024	\$ 222,474	\$ 58,135
2025	168,714	104,825
2026	167,501	117,025
2027	280,282	142,848
2028	-	-
Thereafter	-	-

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) Employee Retirement Systems and Pension Funds: (Continued)

C. Pension Fund Financial Statements

The City does not issue separate financial statements for the Police or Fire Plan. The basic financial statements of the City include a Statement of Fiduciary Net Position and a Statement of Changes in Fiduciary Net Position that presents a single column presented by fund type for all pension trust funds. Presented below are the financial statements for each pension trust fund as of and for the year ended September 30, 2023:

COMBINING SCHEDULE OF NET POSITION – FIDUCIARY FUNDS

	<u>Fire Plan</u>	<u>Police Plan</u>	<u>Total</u>
ASSETS			
Cash and cash equivalents with trustee	\$ 27,855	\$ 140,109	\$ 167,964
Total cash and cash equivalents	<u>27,855</u>	<u>140,109</u>	<u>167,964</u>
Receivables			
Employer contributions receivable	-	297	297
State premium taxes	<u>91,859</u>	<u>74,711</u>	<u>166,570</u>
Total receivables	<u>91,859</u>	<u>75,008</u>	<u>166,867</u>
Investments, at fair value			
Mutual funds - equity	1,931,216	3,963,315	5,894,531
Mutual funds - fixed income	<u>601,807</u>	<u>1,244,536</u>	<u>1,846,343</u>
Total investments	<u>2,533,023</u>	<u>5,207,851</u>	<u>7,740,874</u>
Total assets	<u>2,652,737</u>	<u>5,422,968</u>	<u>8,075,705</u>
LIABILITIES			
Accounts payable	<u>6,009</u>	<u>10,467</u>	<u>16,476</u>
Total liabilities	<u>6,009</u>	<u>10,467</u>	<u>16,476</u>
NET POSITION			
Restricted for pensions	<u>\$ 2,646,728</u>	<u>\$ 5,412,501</u>	<u>\$ 8,059,229</u>

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(12) **Employee Retirement Systems and Pension Funds:** (Continued)

COMBINING SCHEDULE OF CHANGES IN NET POSITION – FIDUCIARY FUNDS

	Fire Plan	Police Plan	Total
Additions			
Contributions:			
Employer	\$ 74,575	\$ 303,331	\$ 377,906
Plan members	36,808	115,356	152,164
State - insurance premium taxes	91,859	74,711	166,570
Total contributions	<u>203,242</u>	<u>493,398</u>	<u>696,640</u>
Investment earnings (loss):			
Net appreciation (depreciation) in fair value of investments	277,522	565,717	843,239
Interest and dividends	54,658	111,612	166,270
Total investment earnings	<u>332,180</u>	<u>677,329</u>	<u>1,009,509</u>
Less: investment expense	<u>(11,500)</u>	<u>(17,000)</u>	<u>(28,500)</u>
Net investment income (loss)	320,680	660,329	981,009
Total additions	<u>523,922</u>	<u>1,153,727</u>	<u>1,677,649</u>
Deductions			
Benefit payments and refunds	83,996	252,185	336,181
Administrative expenses	43,758	45,603	89,361
Total deductions	<u>127,754</u>	<u>297,788</u>	<u>425,542</u>
Change in net position	<u>396,168</u>	<u>855,939</u>	<u>1,252,107</u>
Net position restricted for pensions, beginning of year	2,250,560	4,556,562	6,807,122
Net position restricted for pensions, end of year	<u>\$ 2,646,728</u>	<u>\$ 5,412,501</u>	<u>\$ 8,059,229</u>

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(13) Recent Accounting Pronouncements:

The Governmental Accounting Standards Board (GASB) has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the City's financial statements:

- (a) GASB issued Statement No. 101, *Compensated Absences*, in June 2022. The objective of GASB 101 is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The provisions in GASB 101 are effective for periods beginning after December 15, 2023.
- (b) GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. GASB Statement No. 102 requires governments to disclose essential information about risks related to vulnerabilities due to certain concentrations or constraints. The provisions for GASB 102 are effective for fiscal years beginning after June 15, 2024.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF FLAGLER BEACH, FLORIDA
SCHEDULE OF REVENUES, EXGENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
Revenues				
Taxes	\$ 6,129,627	\$ 6,129,627	\$ 6,591,790	\$ 462,163
Permits and fees	942,600	942,600	1,524,713	582,113
Intergovernmental	850,492	2,438,989	1,738,880	(700,109)
Charges for services	19,222	21,722	23,510	1,788
Fines and forfeitures	59,250	59,250	83,138	23,888
Investment income (loss)	29,500	29,500	357,627	328,127
Miscellaneous	28,000	288,182	465,663	177,481
Total revenues	8,058,691	9,909,870	10,785,321	875,451
Expenditures				
Current:				
General government	2,361,757	3,814,942	3,255,476	559,466
Public safety	4,208,871	4,578,262	4,300,595	277,667
Roads and streets	406,761	428,028	349,995	78,033
Culture and recreation	609,985	637,690	479,886	157,804
Capital outlay	916,962	1,880,030	1,318,047	561,983
Debt service:				
Principal retirement	4,921	4,921	-	4,921
Interest and fiscal charges	126	126	-	126
Total expenditures	8,509,383	11,343,999	9,703,999	1,640,000
Excess (deficiency) of revenues over expenditures	<u>(450,692)</u>	<u>(1,434,129)</u>	<u>1,081,322</u>	<u>2,515,451</u>
Other financing sources (uses)				
Sale of capital assets	(2,000)	21,461	28,435	6,974
Total other financing sources (uses)	(2,000)	21,461	28,435	6,974
Net change in fund balances	<u>(452,692)</u>	<u>(1,412,668)</u>	<u>1,109,757</u>	<u>2,522,425</u>
Fund balances, beginning of year	8,251,570	8,251,570	8,251,570	-
Fund balances, end of year	<u>\$ 7,798,878</u>	<u>\$ 6,838,902</u>	<u>\$ 9,361,327</u>	<u>\$ 2,522,425</u>

CITY OF FLAGLER BEACH, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - COMMUNITY REDEVELOPMENT AGENCY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 468,462	\$ 468,462	\$ 466,266	\$ (2,196)
Intergovernmental	170,000	170,000	128	(169,872)
Miscellaneous	2,500	2,500	-	(2,500)
Total revenues	<u>640,962</u>	<u>640,962</u>	<u>466,394</u>	<u>(174,568)</u>
Expenditures				
Current:				
Physical environment	403,746	424,517	259,577	164,940
Capital outlay	678,250	693,315	237,290	456,025
Debt service:				-
Principal retirement	61,000	61,000	63,000	(2,000)
Interest and fiscal charges	13,536	13,536	11,992	1,544
Total expenditures	<u>1,156,532</u>	<u>1,192,368</u>	<u>571,859</u>	<u>620,509</u>
Excess (deficiency) of revenues over expenditures	<u>(515,570)</u>	<u>(551,406)</u>	<u>(105,465)</u>	<u>445,941</u>
Net change in fund balances	<u>(515,570)</u>	<u>(551,406)</u>	<u>(105,465)</u>	<u>445,941</u>
Fund balances, beginning of year	546,662	546,662	546,662	-
Fund balances, end of year	<u>\$ 31,092</u>	<u>\$ (4,744)</u>	<u>\$ 441,197</u>	<u>\$ 445,941</u>

CITY OF FLAGLER BEACH, FLORIDA
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY
AND RELATED RATIOS
LAST 10 FISCAL YEARS
(UNAUDITED)

	2023	2022	2021	2020	2019	2018
Total OPEB Liability						
Service cost	\$ 48,772	\$ 63,360	\$ 50,906	\$ 36,092	\$ 37,961	\$ 40,191
Interest	13,131	13,443	16,863	16,701	14,031	11,433
Difference between expected and actual experience	-	(8,750)	-	(35,198)	-	-
Changes of assumptions	(127,166)	(127,771)	89,218	51,333	(23,985)	(26,484)
Benefit payments - implicit rate subsidy	(14,206)	(12,767)	(11,876)	(12,556)	(11,546)	(10,617)
Net change in total OPEB liability	(79,469)	(72,485)	145,111	56,372	16,461	14,523
Total OPEB liability - beginning of year	498,664	571,149	426,038	369,666	353,205	338,682
Total OPEB liability - end of year	\$ 419,195	\$ 498,664	\$ 571,149	\$ 426,038	\$ 369,666	\$ 353,205
Covered employee payroll	\$ 4,118,134	\$ 4,017,692	\$ 3,680,762	\$ 3,590,988	\$ 3,542,740	\$ 3,456,332
Total OPEB liability as a percentage of covered employee payroll	10.18%	12.41%	15.52%	11.86%	10.43%	10.22%

Notes to Schedule:

Valuation date:	9/30/2021	9/30/2021	9/30/2019	9/30/2019	9/30/2018	9/30/2017
Measurement date:	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017

Changes of assumptions. Changes of assumptions and other changes reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

4.77%	2.43%	2.14%	3.58%	4.18%	3.64%
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Benefit Payments:

The plan sponsor did not provide actual net benefits paid by the Plan for the fiscal year ending on September 30, 2023. Expected net benefit payments produced by the valuation model for the same period are shown in the table above.

OPEB Trust:

For purposes of applying Paragraph 4 under Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, the Plan does not meet the requirements for an OPEB plan administered through a trust.

*10 years of data will be presented as it becomes available.

CITY OF FLAGLER BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
POLICE PLAN
SEPTEMBER 30, 2023
(UNAUDITED)

Measurement Period - Fiscal Year Ending Reporting Period - Fiscal Year Ending	9/30/22 9/30/23	9/30/21 9/30/22	9/30/20 9/30/21	9/30/19 9/30/20	9/30/18 9/30/19	9/30/17 9/30/18	9/30/16 9/30/17	9/30/15 9/30/16
Total Pension Liability								
Service cost	\$ 258,908	\$ 219,241	\$ 183,067	\$ 186,283	\$ 181,472	\$ 163,804	\$ 140,418	\$ 152,425
Interest	425,763	351,050	334,013	323,707	286,220	270,030	233,628	218,206
Share plan allocation	1,939	7,076	6,748	6,549	5,344	764	-	-
Change in excess state money	-	-	-	-	-	-	-	-
Changes in benefit terms	532,682	-	-	-	-	-	-	-
Difference between actual and expected experience	(85,457)	175,733	1,108	(118,437)	204,944	(91,598)	114,638	(58,880)
Changes of assumptions	-	-	155,389	72,739	-	-	87,160	-
Contributions - Buy Back	-	-	-	42,166	-	-	-	-
Benefit payments including refunds of contributions	(252,256)	(263,967)	(227,816)	(221,582)	(157,515)	(137,764)	(102,745)	(90,905)
Net change in total pension liability	881,579	489,133	452,509	291,425	520,465	205,236	473,099	220,846
Total pension liability - beginning	5,416,872	4,927,739	4,475,230	4,183,805	3,663,340	3,458,104	2,985,005	2,764,159
Total pension liability - ending (a)	\$ 6,298,451	\$ 5,416,872	\$ 4,927,739	\$ 4,475,230	\$ 4,183,805	\$ 3,663,340	\$ 3,458,104	\$ 2,985,005
Total Fiduciary Net Position								
Contributions - employer	\$ 182,136	\$ 152,661	\$ 145,938	\$ 129,209	\$ 136,466	\$ 130,382	\$ 62,751	\$ 60,659
Contributions - state	63,877	57,106	56,449	56,051	53,639	44,481	42,952	38,667
Contributions - employee	91,518	88,757	89,695	77,838	83,550	81,895	72,128	71,655
Contributions - Buy Back	-	-	-	42,166	-	-	-	-
Net investment income	(1,012,789)	953,322	452,771	154,626	338,143	373,236	289,042	(40,277)
Benefit payments, including refunds of contributions	(252,256)	(263,967)	(227,816)	(221,582)	(157,515)	(137,764)	(102,745)	(90,905)
Administrative expense	(40,684)	(39,602)	(34,307)	(47,021)	(35,835)	(42,148)	(39,294)	(51,933)
Net change in plan fiduciary net position	(968,198)	948,277	482,730	191,287	418,448	450,082	324,834	(12,134)
Plan fiduciary net position - beginning	5,529,412	4,581,135	4,098,405	3,907,118	3,488,670	3,038,588	2,713,754	2,725,888
Plan fiduciary net position - ending (b)	\$ 4,561,214	\$ 5,529,412	\$ 4,581,135	\$ 4,098,405	\$ 3,907,118	\$ 3,488,670	\$ 3,038,588	\$ 2,713,754
Net pension liability - ending (a) - (b)	\$ 1,737,237	\$ (112,540)	\$ 346,604	\$ 376,825	\$ 276,687	\$ 174,670	\$ 419,516	\$ 271,251
Plan fiduciary net position as a percentage of the total pension liability	72.42%	102.08%	92.97%	91.58%	93.39%	95.23%	87.87%	90.91%
Covered payroll	\$ 915,178	\$ 887,565	\$ 896,948	\$ 778,377	\$ 835,497	\$ 818,946	\$ 721,277	\$ 716,550
Net pension liability as a percentage of covered payroll	189.83%	-12.68%	38.64%	48.41%	33.12%	21.33%	58.16%	37.86%

Changes of assumptions:

For measurement date 09/30/2023, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2021 FRS valuation report for special risk employees.

Investment rate return was 7.00%, net of investment related expenses.

*10 years of data will be presented as it becomes available.

CITY OF FLAGLER BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN NET PENSION ASSET AND RELATED RATIOS
FIRE PLAN
SEPTEMBER 30, 2023
(UNAUDITED)

Measurement Period - Fiscal Year Ending Reporting Period - Fiscal Year Ending	9/30/22 9/30/23	9/30/21 9/30/22	9/30/20 9/30/21	9/30/19 9/30/20	9/30/18 9/30/19	9/30/17 9/30/18	9/30/16 9/30/17	9/30/15 9/30/16	9/30/14 9/30/15
Total Pension Liability									
Service cost	\$ 125,059	\$ 103,175	\$ 97,586	\$ 129,855	\$ 129,752	\$ 82,884	\$ 81,822	\$ 74,954	\$ 63,454
Interest	143,892	109,271	103,952	117,847	94,641	90,640	77,035	69,702	63,195
Change in excess state money	-	-	-	-	-	-	-	-	-
Share plan allocation	-	-	-	-	-	-	-	-	-
Changes in benefit terms	156,031	-	-	(322)	-	-	-	-	-
Difference between actual and expected experience	8,871	159,876	(53,411)	(216,635)	146,201	(118,194)	16,460	(1,875)	-
Changes of assumptions	-	-	15,076	(82,951)	-	-	50,710	-	-
Contributions - Buy Back	30,649	-	-	-	-	-	-	-	-
Benefit payments including refunds of contributions	(71,483)	(39,812)	(43,381)	(63,246)	(58,679)	(39,022)	(52,357)	(51,394)	(51,394)
Net change in total pension liability	393,019	332,510	119,822	(115,452)	311,915	16,308	173,670	91,387	75,255
Total pension liability - beginning	1,810,257	1,477,747	1,357,925	1,473,377	1,161,462	1,145,154	971,484	880,097	804,842
Total pension liability - ending (a)	\$ 2,203,276	\$ 1,810,257	\$ 1,477,747	\$ 1,357,925	\$ 1,473,377	\$ 1,161,462	\$ 1,145,154	\$ 971,484	\$ 880,097
Total Fiduciary Net Position									
Contributions - employer	\$ 66,153	\$ 70,095	\$ 65,664	\$ 70,900	\$ 86,628	\$ 83,554	\$ 2,978	\$ 12,764	\$ 24,723
Contributions - state	54,933	55,641	49,127	47,053	43,677	31,857	35,714	62,074	50,517
Contributions - employee	29,988	31,050	31,446	27,936	24,886	25,221	15,917	14,900	13,776
Contributions - Buy Back	30,649	-	-	-	-	-	-	-	-
Net investment income	(493,497)	442,673	198,459	68,923	143,679	158,378	124,245	(19,545)	115,088
Benefit payments, including refunds of contributions	(71,483)	(39,812)	(43,381)	(63,246)	(58,679)	(39,022)	(52,357)	(51,394)	(51,394)
Administrative expense	(43,351)	(38,868)	(32,978)	(45,899)	(36,562)	(35,837)	(36,875)	(28,497)	(12,148)
Net change in plan fiduciary net position	(426,608)	520,779	268,337	105,667	203,629	224,151	89,622	(9,698)	140,562
Plan fiduciary net position - beginning	2,677,168	2,156,389	1,888,052	1,782,385	1,578,756	1,354,605	1,264,983	1,274,681	1,134,119
Plan fiduciary net position - ending (b)	\$ 2,250,560	\$ 2,677,168	\$ 2,156,389	\$ 1,888,052	\$ 1,782,385	\$ 1,578,756	\$ 1,354,605	\$ 1,264,983	\$ 1,274,681
Net pension liability (asset) - ending (a) - (b)	\$ (47,284)	\$ (866,911)	\$ (678,642)	\$ (530,127)	\$ (309,008)	\$ (417,294)	\$ (209,451)	\$ (293,499)	\$ (394,584)
Plan fiduciary net position as a percentage of the total pension liability	102.15%	147.89%	145.92%	139.04%	120.97%	135.93%	118.29%	130.21%	144.83%
Covered payroll	\$ 599,760	\$ 620,994	\$ 628,923	\$ 558,717	\$ 497,723	\$ 504,418	\$ 318,345	\$ 297,990	\$ 275,505
Net pension asset as a percentage of covered payroll	-7.88%	-139.60%	-107.91%	-94.88%	-62.08%	-82.73%	-65.79%	-98.49%	-143.22%

Changes of assumptions

For measurement date 09/30/2023, as mandated by Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2021 FRS valuation report for special risk employees.

The investment return assumption is 7.00%.

*10 years of data will be presented as it becomes available.

CITY OF FLAGLER BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
POLICE PLAN
SEPTEMBER 30, 2023
(UNAUDITED)

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Payroll	Contributions as Percentage of Employee Payroll
2023	\$ 384,137	\$ 366,035	\$ 18,102	\$ 1,153,564	31.73%
2022	230,625	244,074	(13,449)	915,178	26.67%
2021	205,028	202,691	2,337	887,565	22.84%
2020	195,535	195,639	(104)	896,948	21.81%
2019	184,475	178,711	5,764	778,377	22.96%
2018	172,112	184,762	(12,650)	835,497	22.11%
2017	180,987	174,099	6,888	818,946	21.26%
2016	98,815	105,703	(6,888)	721,277	14.65%
2015	98,884	99,326	(442)	716,550	13.86%
2014	125,177	125,794	(617)	715,298	17.59%

Notes to Schedule:

Valuation Date: 10/1/2021
Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Entry age normal cost
Amortization Method: Unfunded actuarial accrued liability amortized over 15 years.
Asset Valuation Method: The Actuarial Value of Assets is based on a four-year smoothing methodology.
The annual difference between expected and actual investment earnings (Market Value, net of investment-related expenses), is phased in over a four-year period.

Inflation: 2.50%
Salary Increases: Service based
Investment Rate of Return: 7.0% per year compounded annually, net of investment related expenses.
Mortality: Healthy Active Lives:
Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.
Healthy Retiree Lives:
Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.
Beneficiary Lives:
Female: PubG.H-2010 for (Below Median) Healthy Retirees.
Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.
Disabled Lives:
80% PubG.H-2010 for Disabled Retirees/20% PubS.H-2010 for Disabled Retirees.
Earlier of: 1) age 55 and 10 years of service, or 2) age 52 and 25 years of service.
Members satisfying the above eligibility requirements are assumed to retire immediately.

Retirement Age:

Disability Rate Table

Age	% Becoming Disabled During the Year
20	0.15%
25	0.15%
30	0.20%
35	0.25%
40	0.35%
45	0.50%
50	0.90%
55	1.80%
60	4.50%
65	0.00%

CITY OF FLAGLER BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CONTRIBUTIONS
FIRE PLAN
SEPTEMBER 30, 2023
(UNAUDITED)

Fiscal Year	Actuarially Determined Contribution (ADC)	Contributions in Relation to ADC	Contribution Deficiency (Excess)	Covered Payroll	Contributions as Percentage of Employee Payroll
2023	\$ 149,515	\$ 166,434	\$ (16,919)	\$ 736,164	22.61%
2022	112,455	121,086	(8,631)	599,760	20.19%
2021	118,859	125,736	(6,877)	620,994	20.25%
2020	119,496	114,791	4,705	628,923	18.25%
2019	123,253	117,953	5,300	558,717	21.11%
2018	120,300	130,305	(10,005)	497,723	26.18%
2017	115,411	115,411	-	504,418	22.88%
2016	45,588	38,692	6,896	318,345	12.15%
2015	67,942	74,838	(6,896)	297,990	25.11%
2014	75,240	75,240	-	275,505	27.31%

Notes to Schedule:

Valuation Date: 10/1/2021

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Entry age normal cost
Amortization Method: Unfunded actuarial accrued liability amortized over 15 years
Asset Valuation Method: All assets are valued at market value with an adjustment to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five-year period.
(Prior year Fair Market Value, net of investment-related expenses).
Inflation: 2.50%
Salary Increases: Service based
Investment Rate of Return: 7.0% per year compounded annually, net of investment related expenses.
Mortality: Healthy Active Lives:
Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 (Below Median) for Employees, set forward one year.
Healthy Retiree Lives:
Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 (Below Median) for Healthy Retirees, set forward one year.
Beneficiary Lives:
Female: PubG.H-2010 for (Below Median) Healthy Retirees.
Male: PubG.H-2010 (Below Median) for Healthy Retirees, set back one year.
Disabled Lives:
80% PubG.H-2010 for Disabled Retirees/20% PubS.H-2010 for Disabled Retirees.

Retirement Age:	Number of Years after First Eligibility for Normal Retirement	Probability of Retirement
	0	20%
	1-4	5%
	5 or more	100%

Disability Rate Table:

Age	% Becoming Disabled During the Year
20	0.03%
30	0.04%
40	0.07%
50	0.18%
55	0.36%
60	0.90%

CITY OF FLAGLER BEACH, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULES OF INVESTMENT RETURNS
SEPTEMBER 30, 2023

For the Year Ending September 30,	Police Plan	Fire Plan
2023	14.40%	14.37%
2022	-18.33%	-18.41%
2021	20.91%	20.41%
2020	11.08%	10.43%
2019	3.95%	3.82%
2018	9.76%	9.27%
2017	12.32%	11.83%
2016	10.62%	10.10%
2015	-1.48%	-1.52%
2014	10.40%	9.98%

**CITY OF FLAGLER BEACH, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Section 7, Item a.

Federal Agency / Pass-Through Entity / Federal Program	AL Number	Contract / Grant Number	Expenditures	Amounts Passed to Subrecipients
FEDERAL AWARDS				
<u>U.S. Department of Treasury</u>				
Direct Programs:				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027	Y5084	\$ 858,961	\$ 186,500
Total U.S. Department of Treasury			<u>858,961</u>	<u>186,500</u>
<u>U.S. Department of Justice</u>				
Indirect Programs:				
Passed-Through State of Florida, Department of Legal Affairs - Office of the Attorney Division				
Victims of Crime Act	16.575	VOCA-2022-Flagler Beach Police Department-00381	97,814	-
<u>U.S. Department of Homeland Security / Federal Emergency Management Administration</u>				
Indirect Programs:				
Passed through Florida Executive Office of the Governor				
Hazard Mitigation Grant	97.039	H0933	17,026	-
Hazard Mitigation Grant - RFR #1 Wickline Mitigation Repairs	97.039	H0841	212,388	-
Hazard Mitigation Grant - RFR #2 Windows & Doors - Wind Tech	97.039	H0841	100,500	-
Total U.S. Department of Homeland Security / Federal Emergency Management Administration			<u>329,914</u>	<u>-</u>
<u>U.S. Department of Federal Emergency Management Agency</u>				
Passed through State of Florida, Division of Emergency Management:				
Hurricane Matthew Declaration	97.036	DR4283 - Hurricane Matthew PW 920	573,694	-
Hurricane Ian Declaration	97.036	DEM-22-HL-2022-18-AG-B0121	139,281	-
Total Disaster Grants-Public Assistance (Presidentially Declared Disasters)			<u>712,975</u>	<u>-</u>
Total Federal Awards			<u><u>\$ 1,999,664</u></u>	<u><u>\$ 186,500</u></u>

The accompanying notes to the schedule of expenditures of federal awards are an integral part of this statement.

CITY OF FLAGLER BEACH, FLORIDA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Section 7, Item a.

(1) Basis of Presentation:

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City of Flagler Beach, Florida, and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the City.

(2) Summary of Significant Accounting Policies:

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

(3) De Minimis Indirect Cost Rate Election:

The City did not elect to use the 10% de minimis indirect cost rate as covered in §200.414, *Indirect (F&A) costs*, of the Uniform Guidance.

(4) Deferred FEMA Expenditures

During the fiscal years ended September 30, 2022 and 2023, the City incurred substantial costs related to Hurricanes Ian and Nicole. Per the OMB Compliance Supplement, any reimbursements from the Federal Emergency Management Agency (FEMA) under ALN 97.036 are not to be recognized as expenditures for purposes of the Schedule of Expenditures of Federal Awards until the respective Project Worksheets (PW) have been approved. At September 30, 2023, only some of the City's PWs from these storms had been approved by FEMA. As a result, there are \$378,244 of expenditures and related revenues which have been recorded for financial statement purposes and not on the Schedule of Expenditures of Federal Awards; these expenditures will be recognized on the Schedule of Expenditures of Federal Awards in future years once approved by FEMA.

(5) Contingency:

Project expenditures are subject to audit and adjustment. If any expenditures were to be disallowed by the grantor agency as a result of such an audit, any claim for reimbursement to the grantor agency would become a liability of the City. In the opinion of management, all Project expenditures included on the accompanying schedule complied the terms of the project agreements and applicable federal and state laws and regulations.

**CITY OF FLAGLER BEACH, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023**

Section 7, Item a.

A. Summary of Auditors' Results:

Financial Statements:

Type of audit report issued on the financial statements: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified? ☐ yes ☒ no

Significant deficiency(ies) identified? ☒ yes ☐ none reported

Noncompliance material to financial statements noted? ☐ yes ☒ no

Federal Awards:

Internal control over major Federal programs:

Material weakness(es) identified? ☐ yes ☒ no

Significant deficiency(ies) identified? ☐ yes ☒ none reported

Type of auditors' report issued on compliance for major Federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ☐ yes ☒ none reported

Auditee qualified as a low-risk auditee? ☐ yes ☒ no

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Identification of major Federal programs:

AL Number	Program Name
21.027	COVID-19 - CSLFRF

B. Financial Statement Findings:

2023-001 Preparation of Financial Statements

Criteria: Professional standards promulgated by the American Institute of Certified Public Accountants (AICPA) provide a system of internal control over financial reporting should allow the City to prepare financial statements, including note disclosures, in accordance with generally accepted accounting principles (GAAP).

CITY OF FLAGLER BEACH, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2023

Section 7, Item a.

Condition: During preliminary evaluation of City personnel skills, knowledge, and experience as well as preliminary discussions with those responsible for overseeing the audit and nonattest services, it was determined that the City does not have an individual who possesses the level of skills, knowledge, and experience to prepare the financial statements in their entirety. The City relied on us to provide extensive cash-to-accrual assistance as well as assistance in preparation of supporting schedules such as depreciation schedules. Management did review, approve, and accept responsibility for those financial statements prior to their issuance.

Cause: The City faced difficulties in filling the Finance Director position in the previous year, hiring from within which continued to put further strain on the already limited resources of the department.

Effect: Management decisions based on financial reporting, such as budgetary matters, could be based on incomplete or incorrect information.

Recommendation: We recommend management continue to further its understanding of GASB and review the current year journal entries identified by the audit to develop a plan for ensuring such areas are properly tracked and internally adjusted in future years prior to the start of the audit. It is noted that the City hired a new Finance Director in February 2024 that brought the Finance Department to full employment with the Assistance Finance Director returning to her previous role, and that all key department employees attended annual government training to further education.

- C. **Federal Program Findings and Questioned Costs:** None.
- D. **Summary Schedule of Prior Audit Findings:** See schedule of prior audit findings on page 72.
- E. **Corrective Action Plan:** See Management's Response to Findings on page 76.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Flagler Beach, Florida's (the City) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2023. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

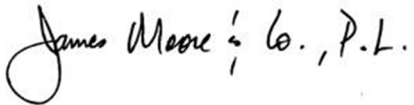
Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
June 13, 2024

OTHER REPORTS



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Flagler Beach, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 13, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, as described in the accompanying schedule of findings and questioned costs as item 2023-001, that we consider to be significant deficiencies.

Report on Compliance and Other Matters

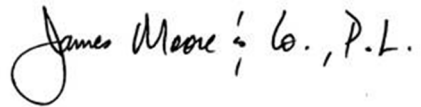
As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Management's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our engagement and described in the table of contents. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Daytona Beach, Florida
June 13, 2024



**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

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

Report on the Financial Statements

We have audited the basic financial statements of City of Flagler Beach, Florida (the City), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 13, 2024.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance), and Chapter 10.550, Rules of the State of Florida Office of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports which are dated June 13, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Current year comments 2023-001 through 2023-002 remain uncorrected from the second preceding audit. The following is a summary of prior year findings and recommendations:

2022-001 OPEB Census Data – Corrective action taken.

2020-002, 2021-002 and 2022-002 Information Technology Matters – Corrective action taken.

2020-003, 2021-003 and 2022-003 Journal Entry Controls – Corrective action taken.

2020-004, 2021-004 and 2022-004 Fund Balance Policy – Corrective action taken.

2020-005, 2021-005 and 2022-005 Deficit Unrestricted Net Position – Comment remains uncorrected from the preceding audit; see repeat comment 2023-002.

2022-006 Preparation of financial statements – Comment remains uncorrected from the preceding audit; see repeat comment 2023-001.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting City be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting City is disclosed in Note 1 of the basic financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had the following recommendations:

2023-002 Deficit Unrestricted Net Position

The City's Pier Fund has a Deficit Unrestricted Net Position of \$243,755 which was created by recurring losses in the Pier Fund. On the Statement of Net Position, the Pier Fund has recorded an advance from the General Fund of \$688,043 to subsidize the recurring losses. We recommend exploring options for the Pier Fund to either pay back the General Fund, or consider transferring the balance from the General Fund to the Pier Fund and rectify the Deficit Unrestricted Net Position.

2023-003 Unexpended Fund Balance – Building Permits

Section 553.80(7)(a), Florida Statutes, limits the amount of unexpended building permit funds carried forward to future fiscal years to no more than the City's average operating budget for enforcing the Florida Building Code for the previous four fiscal years. A local government must use any funds in excess of this limitation to rebate or reduce fees. The City's unexpended building permit funds in the Building Department Fund at September 30, 2023, exceeded the City's average operating budget for enforcing the Florida Building Code for the previous four fiscal years by approximately \$400,000. We recommend the City identify how it intends to reduce the amount of unexpended building code balances in order to comply with Section 553.80(7)(a) of Florida Statutes.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Specific Special District Information – CRAs

The required reporting items in accordance with Section 218.39(3)(c), Florida Statutes for the Flagler Beach Community Redevelopment Agency have been reported in the separately-issued audited financial statements.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Management's Response to Findings

The City's responses to the findings identified in our audit are outlined as listed in the table of contents. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Commission, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

James Moore & Co., P.L.

Daytona Beach, Florida
June 13, 2024



INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

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

We have examined the City of Flagler Beach, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies (the Statute)*, for the year ended September 30, 2023. Management is responsible for the City's compliance with the Statute. Our responsibility is to obtain reasonable assurance by evaluating the City's compliance with the Statute and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with attestation standards for a direct examination engagement established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain reasonable assurance for evaluating the City's compliance with the Statute, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation of the City's compliance with the Statute. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks that the City was not in compliance with the Statute in all material respects, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the City and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City of Flagler Beach, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2023.

Daytona Beach, Florida
June 13, 2024



Management's Responses to Findings

2023-001 Preparation of Financial Statements

The City agrees that more training is needed for the individual that oversees the preparation of the financial statements. The Finance Department began a restructure in Fiscal Year 2020-21, by adding two new positions, Assistant to the Finance Director and a Special Projects and Grant Coordinator in hopes to make the succession process easier. In June 2022, an Interim Finance Director was appointed after the decision to retire was made by the previous Finance Director of more than 14 years. The Interim Finance Director was later hired as the Finance Director in November 2022 with several years of Business Accounting experience, but only a few months of experience in Governmental Accounting. This lack of up-to-date training and experience in Governmental Fund accounting, created the need for assistance and support to prepare the financial statements and the supporting schedules for year-end close and audit. In order to remedy the situation, a post audit review will be completed with James Moore in order to identify areas of opportunity. Additional training through the FGFOA/GFOA will take place as well as governmental accounting classes. An introduction to governmental accounting class has been completed, with the intention to complete the second class in the introductory governmental accounting and then the intermediate governmental accounting series.

2023-002 Deficit Unrestricted Net Position

The City created an Enterprise fund for Pier Operations with the intention of the Pier becoming self-supporting. The Pier fund in the past, has not been self-supporting and has been subsidized by the General Fund. The pier has been closed since Oct. 2022 due to severe damage and safety issues from Hurricane Ian. The bait shop has closed as of June 1, 2023. The draft budget for 23/24 reflects a self-supporting fund. Demolition and reconstruction of the pier will start in 2024, with an anticipated completion date of February 2026. The City plans to explore options for the Pier Fund to pay back the General Fund.

2023-003 Unexpended Fund Balance - Building Permits

Due to the increase in excess fund balance in the building fund, the City is exploring what projects to complete by YE24 to decrease the fund balance. One large project on the forefront includes renovations to the building. Alternatively, the department is planning to add additional staffing resources to meet the demands for the ongoing growth throughout the City. The Department is planning to add one additional building inspector as well as an administrative assistant.

June 13, 2024

To the Governing Board,
Flagler Beach Redevelopment Agency:

We have audited the financial statements of the Flagler Beach Redevelopment Agency (the CRA) as of and for the year ended September 30, 2023, and have issued our report thereon dated June 13, 2024. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated October 20, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the CRA solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit in a separate letter to you dated June 13, 2024.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm has complied with all relevant ethical requirements regarding independence.

We have applied safeguards related to our preparation of the CRA's financial statements, including, but not limited to, an assessment of management's skill, knowledge, and experience.

To the Governing Board,
 Flagler Beach Community Redevelopment Agency
 June 13, 2024
 Page 2

Significant Risks Identified

Professional standards require that we, as auditors, identify significant risks that impact the audit based upon the nature of the organization and design our audit procedures to adequately address those risks. As part of the audit process, we have identified the following significant risks, which are being communicated solely to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management.
 - No audit findings noted in this area.
- Improper revenue recognition due to fraud.
 - No audit findings noted in this area.
- Improper use of restricted resources.
 - No audit findings noted in this area.

Our audit was designed to adequately address the above risks and no issues were noted that impacted our ability to render an opinion on the financial statements.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the CRA is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the useful lives for depreciation was based on past history within each capital asset class. We evaluated the key factors and assumptions used to develop the fair value estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the CRA's financial statements relate to:

Note 3 to the financial statements summarizes the CRA's deposits and investments.

To the Governing Board,
Flagler Beach Community Redevelopment Agency
June 13, 2024
Page 3

Note 5 to the financial statements summarizes the CRA's long-term debt obligations, including future debt service payments.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We identified no significant unusual transactions as a result of our audit procedures.

Significant Difficulties Encountered During the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. There were no uncorrected misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no corrected misstatements.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the CRA's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report. We identified no such circumstances.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated June 13, 2024.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

To the Governing Board,
Flagler Beach Community Redevelopment Agency
June 13, 2024
Page 4

Section 7, Item a.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the CRA, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the CRA's auditors.

This report is intended solely for the information and use of the governing board and management of the CRA and of the City of Flagler Beach, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,



JAMES MOORE & CO., P.L.

DRAFT

**FLAGLER BEACH
COMMUNITY REDEVELOPMENT AGENCY
FINANCIAL STATEMENTS
SEPTEMBER 30, 2023**

**FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
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SEPTEMBER 30, 2023**

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INDEPENDENT AUDITORS' REPORT

To the Governing Board,
Flagler Beach Community Redevelopment Agency:

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and each major fund of the Flagler Beach Community Redevelopment Agency (the CRA), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the CRA, as of September 30, 2023, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CRA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The CRA's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CRA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CRA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated June 13, 2024, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.

Daytona Beach, Florida
June 13, 2024

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Flagler Beach Community Redevelopment Agency's (the CRA) management's discussion and analysis (MD&A) is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the CRA's financial activity, (c) identify changes in the CRA's financial position (its ability to address the next and subsequent year challenges), (d) identify any material deviations from the financial plan (the approved budget), and (e) identify individual fund issues or concerns.

Since the MD&A is designed to focus on current year activities, resulting changes, and currently known facts, it should be read in conjunction with the CRA's financial statements which follow this section.

Financial Highlights

- The assets of the CRA exceeded its liabilities at September 30, 2023, by \$2,433,844 (net position). Of this amount, \$1,992,647 was the net investment in capital assets and \$441,197 was restricted for redevelopment purposes.
- As of September 30, 2023, the CRA's reported ending fund balances of \$441,197. Fund balance saw a change of \$(105,465) when compared to the prior year.
- The CRA's long-term debt obligations decreased by \$63,000 from the prior year due to timing of regularly scheduled payments.
- The CRA's capital assets, net of accumulated depreciation decreased by \$12,478 due to depreciation expense of \$249,768 in the current year and \$237,290 in capital outlay.

The MD&A is intended to serve as an introduction to the CRA's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements and 3) notes to the financial statements.

Overview of the Financial Statements

This annual report consists of four components: 1) management's discussion and analysis (this section), 2) government-wide and fund financial statements, 3) notes to the financial statements, and 4) required supplementary information.

Government-wide Financial Statements

Government-wide financial statements provide readers with a broad overview of the CRA's finances in a manner similar to a private-sector business. The governmental activities of the CRA include providing access to healthcare services for the indigent.

The statement of net position presents information on all of the CRA's assets and liabilities, with the difference between the two reported as net position. This statement serves a purpose similar to that of the balance sheet of a private-sector business. Over time, increases or decreases in net position may serve as one indicator of whether the financial position of the CRA is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the fiscal year. All changes in net position are reported using the modified cash basis of accounting.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Government-wide Financial Analysis

Statement of Net Position

The following is a summary of the CRA's governmental activities net position for each of the past two years:

	Governmental Activities	
	2023	2022
ASSETS		
Current and other assets	\$ 468,510	\$ 587,655
Capital assets, net	2,403,647	2,416,125
Total assets	<u>\$ 2,872,157</u>	<u>\$ 3,003,780</u>
LIABILITIES		
Current liabilities	\$ 27,313	\$ 40,993
Noncurrent liabilities	411,000	474,000
Total liabilities	<u>\$ 438,313</u>	<u>\$ 514,993</u>
NET POSITION		
Net investment in capital assets	\$ 1,992,647	\$ 2,114,233
Restricted	441,197	546,662
Total net position	<u>\$ 2,433,844</u>	<u>\$ 2,488,787</u>

Statement of Activities

The following is a summary of the changes in the CRA's governmental activities net position for each of the past two years:

	Governmental Activities	
	2023	2022
REVENUES		
Property taxes	<u>\$ 466,394</u>	<u>\$ 381,856</u>
EXPENSES		
Community redevelopment	259,577	153,834
Interest on long-term debt	11,992	13,536
Depreciation	249,768	236,379
Total expenses	521,337	403,749
Net position, beginning of year	<u>2,488,787</u>	<u>2,510,680</u>
Net position, end of year	<u>\$ 2,433,844</u>	<u>\$ 2,488,787</u>

Financial Analysis of the General Fund

The focus of the CRA's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the CRA's financing requirements.

As of the end of the current fiscal year, the CRA’s general fund reported an ending fund balance of \$441,197, a change of \$(105,465), in comparison with the prior year.

At the end of the current fiscal year, except for any nonspendable balances, the entire fund balance was restricted for community redevelopment. As the CRA is focused on reinvestment revenues into the CRA and does not have significant annual operational costs, the CRA fund is restricted, so there will not be any unrestricted fund balance.

General Fund Budgetary Highlights

There were no significant variations between original and final budget amounts in the current year.

Actual expenditures in the general fund were \$620,509 less than final budget amounts. The main reason for this is due to the timing of capital outlay and other expenditures.

Budgetary comparisons between the final budget and actual results can be found on page 17 of this report.

Capital Assets

The CRA’s investment in capital assets for its governmental activities as of September 30, 2023, amounts to \$2,403,647 (net of accumulated depreciation). This investment in capital assets includes infrastructure and improvements. Additional information on the CRA’s capital assets can be found in Note (4) on page 13 of this report.

Long-Term Debt

The CRA’s long-term liabilities as of September 30, 2023, amount to \$411,000 and decreased by \$63,000 during the current fiscal year due to timing of payments. Additional information on the CRA’s long-term liabilities can be found in Note (5) on page 13 of this report.

Economic Factors and Next Year's Budget

There are many challenges facing local governments today. Property values have continued to increase in recent years, contributing to related growth in the revenues of the CRA. While property values for the 2023-2024 fiscal year have increased, the future outlook of property values, Management believes the resources are sufficient to cover future expenses.

Requests for Information

This report is designed to provide an overview of the CRA’s finances for those with an interest in this area. Questions concerning any of the information found in this report, or requests for additional information, should be directed to the Finance Director, City of Flagler Beach, Florida, 105 South Second Street, Flagler Beach, FL 32136.

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
BALANCE SHEET / STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	<u>Balance Sheet</u> <u>CRA</u> <u>Fund</u>	<u>Adjustments</u>	<u>Statement of</u> <u>Net Position</u> <u>Governmental</u> <u>Activities</u>
ASSETS			
Cash and cash equivalents	\$ 466,997	\$ -	\$ 466,997
Prepaid items	1,385	-	1,385
Capital assets:			
Depreciable, net	-	2,403,647	2,403,647
Total assets	<u>\$ 468,510</u>	<u>\$ 2,403,647</u>	<u>\$ 2,872,157</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 27,313	\$ -	\$ 27,313
Noncurrent liabilities:			
Due in more than one year:			
Bonds and notes payable	-	411,000	411,000
Total liabilities	<u>27,313</u>	<u>411,000</u>	<u>438,313</u>
FUND BALANCE / NET POSITION			
Fund Balance:			
Nonspendable:			
Prepaid items	1,385	(1,385)	-
Restricted for:			
Community redevelopment	439,812	(439,812)	-
Net Position:			
Net investment in capital assets	-	1,992,647	1,992,647
Restricted for:			
Community redevelopment	-	441,197	441,197
Total fund balance / net position	<u>441,197</u>	<u>1,992,647</u>	<u>2,433,844</u>
Total liabilities and fund balance / net position	<u>\$ 468,510</u>	<u>\$ 2,403,647</u>	<u>\$ 2,872,157</u>

The accompanying notes to financial statements are an integral part of this statement.

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE /
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Statement of Revenues, Expenditures, and Changes in Fund Balance	Total Governmental Funds	Adjustments	Statement of Activities Governmental Activities
	CRA Fund			
Revenues				
Taxes	\$ 466,266	\$ 466,266	\$ -	\$ 466,266
Total revenues	466,394	466,394	-	466,394
Expenditures / expenses				
Current:				
Community redevelopment	259,577	259,577	-	259,577
Capital outlay	237,290	237,290	(237,290)	-
Debt service:				
Principal retirement	63,000	63,000	(63,000)	-
Interest and fiscal charges	11,992	11,992	-	11,992
Depreciation	-	-	249,768	249,768
Total expenditures / expenses	571,859	571,859	(50,522)	521,337
Excess (deficiency) of revenues over expenditures / operating income (loss)	(105,465)	(105,465)	50,522	(54,943)
Net change in fund balance / net position	(105,465)	(105,465)	50,522	(54,943)
Fund balance / net position, beginning of year	546,662	546,662	1,942,125	2,488,787
Fund balance / net position, end of year	<u>\$ 441,197</u>	<u>\$ 441,197</u>	<u>\$ 1,992,647</u>	<u>\$ 2,433,844</u>

The accompanying notes to financial statements are an integral part of this statement.

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) Summary of Significant Accounting Policies:

The financial statements of the Flagler Beach Community Redevelopment Agency (the CRA), have been prepared in conformance with accounting principles generally accepted in the United States of America as applicable to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted body for promulgating governmental accounting and financial reporting principles and the CRA has adopted the GASB Codification. The following is a summary of the CRA's significant accounting policies:

(a) **Reporting entity**—The Flagler Beach Community Redevelopment Agency was created on May 9, 2002, by City Resolution 2002-19 of the City of Flagler Beach, Florida (the City), pursuant to Florida Statute 163.387, to account for the receipt and expenditure of property tax revenues from the tax increment financing district to support redevelopment in the designated community redevelopment area. Since the City is financially accountable for the activities of the CRA, its governing board is the same, and its relationship to the CRA is significant, the CRA is considered to be a blended component unit in the City's financial statements, where it is also reported as a major special revenue fund.

The CRA has determined there are no component units that meet criteria for inclusion in the CRA's financial statements.

(b) **Government-wide and fund financial statements**—The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the CRA. The CRA only has governmental activities and does not engage in any business-type activity. Direct expenses are those that are clearly identifiable with a specific function or segment. General revenues include ad valorem taxes and interest income. Fund financial statements are presented for the CRA's General Fund. The General Fund, which accounts for all financial operations of the CRA, is considered to be a major fund and is the only fund of the CRA.

(c) **Measurement focus, basis of accounting, and financial statement presentation**—The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue when all eligibility requirements imposed by the grantor have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized when they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the CRA considers property revenues to be available if they are collected within 60 days of the end of the current period. Grants, other intergovernmental revenues, charges for services, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditures generally are recorded when a liability is incurred. However, expenditures related to long-term agreements are recorded only when payment is due.

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) Summary of Significant Accounting Policies: (Continued)

(d) **Budgets and budgetary accounting**—The governing board of the CRA adopts an annual operating budget, which is prepared on a modified accrual basis and can be amended by the board throughout the year. At the fund level, actual expenditures cannot exceed the budgeted amounts. The accompanying budgeted financial statements for the General Fund reflect the final budget authorization amounts, including all amendments.

(e) **Deposits and investments**—The CRA’s cash and cash equivalents include cash on hand, demand deposits and short-term investments that are readily convertible to known amounts of cash. Investments with original maturities of three months or less are considered to be cash equivalents.

(f) **Receivables and payables**—Activity between the CRA and the City has been classified as amount due to/from the primary government on the balance sheet and statement of net position. All trade and property tax receivables are reported net of an allowance for uncollectible accounts, which is based upon management's analysis of outstanding balances and historical trends. At September 30, 2023, all of the CRA’s receivables were considered fully collectible.

(g) **Inventories**—The cost of inventory, if any, is accounted for on the consumption basis wherein inventories are charged as expenditures when used, rather than when purchased. All inventories are valued at cost, which approximates market, by using the weighted average valuation method.

(h) **Prepaid items**—Certain payments to vendors, if any, reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

(i) **Capital assets**—Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined as assets with an initial, individual cost of more than \$5,000 and an estimated useful life of greater than one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, but charged to operating expense as incurred. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Improvements	15 years
Infrastructure	15 – 40 years

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) Summary of Significant Accounting Policies: (Continued)

(j) **Long-term obligations**—In the government-wide financial statements, long-term debt and other long-term obligations, as applicable, are reported as liabilities in the CRA’s governmental activities. Original issue bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. In the fund financial statements, governmental fund types recognize premiums and discounts, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuance are reported as other financing uses.

Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

The CRA does not have any employees. Any employees who provide services to the CRA are employees of the primary government and do so at either no charge to the CRA, or any allocations made to the CRA represent reimbursements by the CRA to the primary government for services rendered (any items recorded to personnel expense accounts are only for ease of tracking the reimbursement amounts). As a result, there is no compensated absences, other post-employment benefits (OPEB), or pension liabilities recorded on the CRA’s financial statements.

(k) **Fund balance**—In the fund financial statements, governmental funds report fund balance classifications that comprise a hierarchy based primarily on the extent to which the CRA is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Those classifications are as follows:

Nonspendable – amounts not available to be spent or not in spendable form, such as inventory and prepaid items.

Restricted – amounts constrained to specific purposes by their providers (such as grantors and higher levels of government), through constitutional provisions or by enabling legislation.

Committed – amounts constrained to specific purposes based on actions taken by the CRA governing board through ordinance.

Assigned – amounts the CRA intends to use for a specific purpose. Intent can be expressed by the CRA governing board or by an official or body which the Board delegates authority.

Unassigned – amounts that are available for any purpose.

When an expenditure is incurred for purposes for which both restricted and unrestricted resources are available; the CRA considers restricted funds to have been spent first. When expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the CRA considers amounts to have been spent first out of committed funds, then assigned funds and finally, unassigned funds, as needed.

(l) **Deferred outflows/inflows of resources**—In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The CRA has no items that meet this reporting criteria.

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(1) **Summary of Significant Accounting Policies:** (Continued)

In addition to liabilities, the statement of financial position will sometimes report a separate section for *deferred inflows of resources*. This separate financial statement element represents an acquisition of net position that applies to a future period and will not be recognized as an inflow of resources (revenue) until that time. The CRA has no items that meet this reporting criteria.

(m) **Net position flow assumption**—Sometimes the CRA will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to determine amounts reported as restricted and unrestricted net position, it is the CRA's policy to consider restricted net position to have been used before unrestricted net position is applied.

(n) **Use of estimates**—Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates assumed in preparing the financial statements.

(2) **Reconciliation of Government-Wide and Fund Financial Statements:**

(a) **Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position**—Following the governmental fund balance sheet is a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. Long-term liabilities, including notes payable, are not due and payable in the current period and therefore are not reported in the funds, including \$411,000 of notes payable at year-end. Capital assets are not considered current financial resources and therefore not reported in the funds, including \$2,403,647 in net depreciable capital assets at year-end.

(b) **Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities**—Following the governmental fund statement of revenues, expenditures, and changes in fund balances, there is a reconciliation between net changes in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. A detailed explanation of these differences is as follows: capital outlay adjustment of \$237,290, principal retirement adjustment of \$63,000, and depreciation on capital assets of \$249,768.

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(3) Deposits and Investments:

The CRA is subject to the investment policy of the primary government and maintains interest-bearing banking accounts for substantially all CRA funds. Additional accounts are held for various other purposes, or to segregate cash balances for amounts which are restricted or held on behalf of others. State statutes authorize the CRA to invest excess funds in time deposits, or obligations of the principal and interest of which are unconditionally guaranteed by, the United States Government, commercial paper, corporate bonds, repurchase agreements and/or the State Board of Administration (SBA) Local Government Surplus Trust Fund Investment Pool or other investment vehicles authorized by local ordinance.

As of September 30, 2023, all CRA deposits were covered by private bank acquired insurance, Securities Investor Protection Corporation (SIPC) insurance, private broker/dealer acquired insurance, Federal Depository Insurance Corporation (FDIC) insurance, and/or the State of Florida collateral pool established under the Florida Security for Public Deposits Act (the Act). The Act established guidelines for qualification and participation by banks and savings associations, procedures for administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the qualified depository must pledge at least 50% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to 125% may be required if deemed necessary.

All of the CRA's deposits are held with public depositories and as of September 30, 2023, the CRA's deposits and investments were not subject to any substantial interest rate, credit, or concentration risks.

(4) Capital Assets:

Capital asset activity for the fiscal year ended September 30, 2023, is as follows:

Governmental activities:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets being depreciated:				
Improvements	\$ 128,460	\$ 222,225	\$ -	\$ 350,685
Machinery and equipment	3,271	15,065	-	18,336
Infrastructure	5,860,656	-	-	5,860,656
Total assets being depreciated	5,992,387	237,290	-	6,229,677
Less: accumulated depreciation	(3,576,262)	(249,768)	-	(3,826,030)
Total capital assets being depreciated, net	2,416,125	(12,478)	-	2,403,647
Governmental activities capital assets, net	<u>\$ 2,416,125</u>	<u>\$ (12,478)</u>	<u>\$ -</u>	<u>\$ 2,403,647</u>

Depreciation expense of \$249,768 was charged to the general government function.

(5) Long-Term Liabilities:

Long-term liability activity for the year ended September 30, 2023, was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Governmental activities:					
Bonds and notes payable	\$ 474,000	\$ -	\$ (63,000)	\$ 411,000	\$ -

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(5)
Long-Term Liabilities:
(Continued)

Bonds and notes payable in the CRA’s governmental activities at September 30, 2023, were comprised of the following obligations:

Refunding Revenue Note, Series 2015, July 10, 2015 with principal attributable to the CRA of \$873,000. The interest rate of 2.53%, with interest payments due semi-annually, and principal payments due annually through 2030, and secured by tax increment revenues. The outstanding balance at September 30, 2023, was \$411,000 for the stormwater revenue note, series 2015.

Annual debt service requirements to maturity for the CRA’s governmental activities bonds and notes payable are as follows:

Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2024	\$ -	\$ 5,199	\$ 5,199
2025	64,000	9,589	73,589
2026	66,000	7,945	73,945
2027	68,000	6,249	74,249
2028	69,000	4,517	73,517
2029-2030	144,000	3,668	147,668
Total	<u>\$ 411,000</u>	<u>\$ 37,167</u>	<u>\$ 448,167</u>

(6)
Commitments and Contingencies:

The CRA is engaged in various liability claims incidental to the conduct of its general government operations at September 30, 2023. The outcomes of established claims are included in these financial statements. In the opinion of the CRA and the primary government’s legal counsel, no legal proceedings are pending or threatened against the CRA which are not covered by applicable insurance which would inhibit its ability to perform its operations or materially affect its financial condition.

The CRA is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters, all of which is satisfactorily insured by limited risk, high deductible commercial general liability insurance. Commercial insurance policies are also obtained for other risks of loss, including employee health and accident insurance. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three years.

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2023

(7) Recent Accounting Pronouncements:

GASB has issued several pronouncements that have effective dates that may impact future financial statements. Listed below are pronouncements with required implementation dates effective for subsequent fiscal years that have not yet been implemented. Management has not currently determined what, if any, impact implementation of the following will have on the CRA's financial statements:

- (a) GASB issued Statement No. 101, *Compensated Absences*, in June 2022. GASB Statement No. 101 amends the existing guidance related to the calculation and disclosures surrounding the liability for compensated absences. The provisions for GASB 101 are effective for fiscal years beginning after December 15, 2023.
- (b) GASB issued Statement No. 102, *Certain Risk Disclosures*, in December 2023. GASB Statement No. 102 amends GASB Statement No. 62 regarding the disclosure of a government's vulnerability to risks related to certain concentrations and constraints that limit its ability to acquire resources or control spending. The provisions for GASB 102 are effective for fiscal years beginning after June 15, 2024.

REQUIRED SUPPLEMENTARY INFORMATION

FLAGLER BEACH COMMUNITY REDEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts		Actual	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues				
Taxes	\$ 468,462	\$ 468,462	\$ 466,266	\$ (2,196)
Intergovernmental	170,000	170,000	128	(169,872)
Miscellaneous	2,500	2,500	-	(2,500)
Total revenues	<u>640,962</u>	<u>640,962</u>	<u>466,394</u>	<u>(174,568)</u>
Expenditures				
Current:				
Physical environment	403,746	424,517	259,577	164,940
Capital outlay	678,250	693,315	237,290	456,025
Debt service:				
Principal retirement	61,000	61,000	63,000	(2,000)
Interest and fiscal charges	13,536	13,536	11,992	1,544
Total expenditures	<u>1,156,532</u>	<u>1,192,368</u>	<u>571,859</u>	<u>620,509</u>
Excess (deficiency) of revenues over expenditures	<u>(515,570)</u>	<u>(551,406)</u>	<u>(105,465)</u>	<u>445,941</u>
Net change in fund balances	<u>(515,570)</u>	<u>(551,406)</u>	<u>(105,465)</u>	<u>445,941</u>
Fund balances, beginning of year	546,662	546,662	546,662	-
Fund balances, end of year	<u>\$ 31,092</u>	<u>\$ (4,744)</u>	<u>\$ 441,197</u>	<u>\$ 445,941</u>

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

To the Governing Board,
Flagler Beach Community Redevelopment Agency:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Flagler Beach Community Redevelopment Agency (the CRA), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements and have issued our report thereon dated June 13, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control described below, that we consider to be significant deficiencies:

2023-001 Preparation of Financial Statements

During preliminary evaluation of City personnel skills, knowledge, and experience as well as preliminary discussions with those responsible for overseeing the audit and nonattest services, it was determined that the City does not have an individual who possesses the level of skills, knowledge,

and experience to prepare the financial statements in their entirety. The City relied on us to provide extensive cash-to-accrual assistance as well as assistance in preparation of supporting schedules such as depreciation schedules. Management did review, approve, and accept responsibility for those financial statements prior to their issuance. We recommend providing training opportunities to those individuals responsible for overseeing the preparation of financial statements including training that covers governmental accounting specifics.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Management’s Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the CRA’s response to the findings identified in our engagement and described in the table of contents. The CRA’s response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

James Moore & Co., P.L.

Daytona Beach, Florida
June 13, 2024

**INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED
BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA
OFFICE OF THE AUDITOR GENERAL**

To the Governing Board,
Flagler Beach Community Redevelopment Agency:

Report on the Financial Statements

We have audited the basic financial statements of the Flagler Beach Community Redevelopment Agency (the CRA), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated June 13, 2024.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 13, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No repeat findings exist from the second preceding audit. The following is a summary of prior year findings and recommendations:

2022-001 Preparation of Financial Statements – See repeat comment 2023-001.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the CRA is disclosed in Note 1 of the basic financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the CRA, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had no such recommendations, other than those comments repeated above.

Specific Special District Information – Flagler Beach Community Redevelopment Agency

The following items have been provided to us to comply with state reporting requirements and have not been audited by us. We did not audit the following information within this section, nor were we required to perform any procedures to verify the accuracy or the completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any form of assurance on this data.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the CRA reported the following unaudited data:

- (a) The total number of CRA employees compensated in the last pay period of the CRA's fiscal year: 2.2 (City employees dedicated to CRA functions).
- (b) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CRA's fiscal year: 1.
- (c) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$147,668 paid to City to reimburse for City employee services provided.
- (d) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: \$3,958.
- (e) Each construction project with a total cost of at least \$65,000 approved by the CRA that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:
 - a. No such projects noted.
- (f) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the CRA amends a final adopted budget under Section 189.016(6), Florida Statutes, as follows: as noted on page 17, the CRA's original budget totaled \$1,156,532 and was amended by the total amount of \$35,836, for final budgeted expenditures of \$1,192,368.

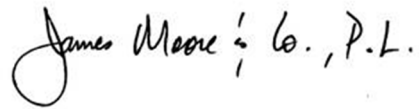
Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the CRA's governing board and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Daytona Beach, Florida
June 13, 2024

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Governing Board,
Flagler Beach Community Redevelopment Agency:

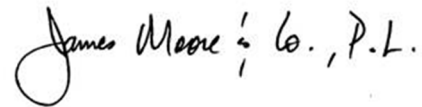
We have examined the Flagler Beach Community Redevelopment Agency's (the CRA) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies*, and Sections 163.387(6) and (7), Florida Statutes, *Redevelopment Trust Fund* (collectively, the "Statutes"), for the year ended September 30, 2023. Management is responsible for the CRA's compliance with those requirements. Our responsibility is to obtain reasonable assurance by evaluating the CRA's policies against the statutes to determine the CRA's compliance and performing other procedures to obtain sufficient appropriate audit evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with attestation standards for a direct examination established by the American Institute of Certified Public Accountants. Those standards require that we obtain reasonable assurance by evaluating the CRA's policies against the statutes, performing procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our measurement or evaluation of the CRA's compliance for the year ended September 30, 2023. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent of the CRA, and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our examination engagement.

In our opinion, the Flagler Beach Community Redevelopment Agency complied with the Statutes for the year ended September 30, 2023, in all material respects.

Daytona Beach, Florida
June 13, 2024



James Moore & Co., P.L.



Management's Responses to Findings

2022-001 Preparation of Financial Statements

The City agrees that more training is needed for the individual that oversees the preparation of the financial statements. The Finance Department began a restructure in Fiscal Year 2020-21, by adding two new positions, Assistant to the Finance Director and a Special Projects and Grant Coordinator in hopes to make the succession process easier. In June 2022, an Interim Finance Director was appointed after the decision to retire was made by the previous Finance Director of more than 14 years. The Interim Finance Director was later hired as the Finance Director in November 2022 with several years of Business Accounting experience, but only a few months of experience in Governmental Accounting. This lack of up-to-date training and experience in Governmental Fund accounting, created the need for assistance and support to prepare the financial statements and the supporting schedules for year-end close and audit. In order to remedy the situation, a post audit review will be completed with James Moore in order to identify areas of opportunity. Additional training through the FGFOA/GFOA will take place as well as governmental accounting classes. An introduction to governmental accounting class has been completed, with the intention to complete the second class in the introductory governmental accounting and then the intermediate governmental accounting series.



STAFF REPORT

Regular City Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 8, 2024

Item Name: Approve a piggy-back purchase on a Government Contract with Ringpower Corporation for a generator for Well #16 in the amount of \$66,639.

Background: Water and Sewer Infrastructure projects were included in the eligible criteria for funding under the American Rescue Plan Act (ARPA). The City received \$1,000,000 in ARPA funding for New Well Planning & Construction. The Generator is a necessary piece of the well project. Staff extended its fiscal responsibility to finds the best price for the specifications sought. There are less expensive generators but the quality of this generator far exceeds those that were reviewed. The residents are dependent upon consistent delivery of potable water, this generator adds to that assurance.

Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 092222-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.

Fiscal Impact: This purchase falls under the \$1,000,000 the city received from the American Rescue Planning Act (ARPA) for water infrastructure projects. Finance will pay for this equipment with those ARPA Funds.

Staff Recommendation: Recommend the Commission approve the purchase of the Generator off of the State Contract Pricing.

Attachments: State Contract Quote

Your North and Central Florida Caterpillar Dealer

ST. AUGUSTINE
500 World Commerce Prkwy
St. Augustine, FL 32092
904-737-7730

TALLAHASSEE
4752 Capital Circle NW
Tallahassee, FL 32303
850-562-1622

OCALA
6202 N US 301/441
Ocala, FL 34475
352-732-4600

ORLANDO
9901 Ringhaver Dr.
Orlando, FL 32824
407-855-6195

TAMPA
9797 Gibsonton Dr
Riverview, FL 33569
813-671-3700

SALES

SERVICE

PARTS

LEASING

RENTALS

QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT

DATE: 4/17/24

QUOTATION NO: JB24005-2

CUSTOMER NAME: City of Flagler Beach

ADDRESS:

CITY/STATE/ZIP: , FL

CONTACT:

PHONE:

ESTIMATED SHIPPING LEAD TIME: **28 weeks after approved submittal**

SHIPPING VIA/FOB: Jobsite

ESTIMATED SUBMITTAL LEAD TIME: **3-4 weeks**

JOBSITE ADDRESS:

CITY/STATE/ZIP: FL

PROJECT NAME: Well16, 80 kW Generator

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
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Please ensure quote meets your expectations. Ring Power is pleased to offer this price per the Sourcewell Contract, formerly known as the National Joint Powers Alliance (NJPA) consortium. CAT Contract # 092222-CAT. Ring Power is authorized to use Sourcewell for Federal, State & Local Government projects.

For your reference, your Sourcewell Member ID is 126629

One (1) New Caterpillar Diesel Generator - Model D80, Rated 80 KW standby at 1.0 PF, 120/208 Volts, Three Phase, 4 Wire, 60 Hz at 1800 RPM, with following options:

STANDARD GENERATOR PACKAGE CONSIST:

UL Listed 2200 Packaged Genset, NFPA 110 upgrade
Main UL circuit breaker, 150 Amp Trip, generator mounted
CAT Control panel with safety shutdowns, Engine controls and gauges
Remote Annunciator – Ships Loose
Caterpillar Integrated Voltage regulator

Quotation Accepted By: _____ Date: _____ Tax No.: _____

Customer: _____ Salesman's Signature: Jake Bechtol

Jake Bechtol, EPG & Industrial Engine Sales.

TERMS

- Used equipment is subject to prior sale.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.
- Purchase is made in accordance to the Terms & Conditions of NJPA Contract#080613-CAT and the Agreement to County of Volusia Terms & Conditions.

DESCRIPTION OF MATERIAL	UNIT PRICE
-------------------------	------------

ADEM Governor
 Self excitation
 Jacket water heater
 Battery charger
 Electronic O & M Manuals
 Weatherproof Factory Aluminum Enclosure (Sound attenuated) – 180 MPH Wind Load
 Factory 24 Hour 204 Gallon Sub Base fuel Tank

5 Years / 2500 hour / \$0 deductible Caterpillar Platinum level Extended Service Coverage

- Includes All as shipped consist from the factory with Caterpillar part numbers excluding:
Filters, fluids, vee belts, hoses, power take-offs, paint, batteries and clutches.

- Includes Generator Rental Allowance for repairs in excess of 96 hours

Total LIST Price for Above for CAT Items	\$ 63,246.00	
SOURCEWELL DISCOUNT – 31% off of List Price	(\$19,607.00)	
CAT Genset Price with Sourcewell Discount	\$43,639.00	\$43,639.00

CAT DEALER ADDITIONS:

All receive 5% off List Price per Sourcewell or the typical sale price if no list price is available per the Sourcewell Contract

• Freight		\$5,950.00
• Startup and One Day Training to Personnel		\$6,400.00
• Estop		\$950.00
• One (1) ASCO 300 Series 200 Amp, SE Rated, 208v 3 Pole, NEMA 4X SS		\$9,700.00
TOTAL NET PRICE PER SOURCEWELL CONTRACT# 092222-CAT		\$66,639.00

Purchase orders must include the current Sourcewell Contract Number 092222-CAT

Ring Power invoices in full for Equipment & Services at the time of delivery. If Start-up Services need to be invoiced separately to avoid payment delays, please advise and a schedule of values will be provided for the Purchase Order process..

This quotation is valid for 30 days. Due to the fluctuating costs associated with key materials such as steel, aluminum, and copper, and other manufacturer delays beyond Ring Power's control, we reserve the right to review quotation pricing at the time of order and again at time of equipment release. If material costs increase by greater than 2%, Ring Power will update our quotation accordingly. We appreciate your understanding during this volatile time and look forward to partnering with you as we work through it together

Exceptions & Clarifications:

DESCRIPTION OF MATERIAL	UNIT PRICE	Section 7, Item b.
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OPTIONAL ADDERS:

Provide One (1) 12 month Maintenance Contract (CVA)

Annual Maintenance and Technical Analysis

- Qualified technician to perform 52 point Technical Analysis and document in an inspection report.
- Take a coolant sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and coolant condition.
- Take an oil sample to have Ring Power Oil Laboratory analyze for wear metals, contaminants, and condition.
- Change engine oil filter(s), Change fuel filter(s) utilizing CAT Filters
- Drain engine crankcase oil & refill to proper capacity with CAT DEO ULS Oil
- Test run of the engine to ensure no leaks, will prime fuel system if necessary
- Dispose of used oil and filters adhering to EPA regulations
- Provide an Inspection report, this will advise of any problems noted with the unit. We will advise and secure your authorization before proceeding with any repairs.
- A detailed report of all fluid analyses will be provided if any results appear to be actionable or as requested by the customer.

Standard Pricing is for ground level access

Ring Power Contact / Product Support Sales Representative for Service Department work is:

Jon Wilson, Generator PSSR, Mobile: 386-341-5075, jon.wilson@ringpower.com

BUDGET price below is for reference... Service Work is to be invoiced separately by our Service Department.

Total NET for above		+ \$ 3,000.00
SALES TAX IS NOT INCLUDED		

NOTE:

1. Notice to Buyer:
The Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from or associated with the COVID-19 pandemic or any future epidemic, and the Buyer shall not be entitled to any damages including but not limited to liquidated, special, consequential, or punitive, resulting thereof. Furthermore, the Seller's product lead times are based upon the information provided to Seller from its suppliers at the time of quotation. The Buyer accepts that lead times for products can change and do so without notice and due to reasons, that are beyond any control of the Seller. As such, the Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from lead times that extend past those originally quoted, and Buyer shall not be entitled to any damages resulting thereof."
2. The above price includes start-up, testing, and customer training (during normal business hours, Monday-Friday, 8 AM - 4PM). Equipment installation must complete and equipment ready to start-up. This includes all auxiliary power for generator/enclosure accessories, interconnect wiring, Remote Annunciators, etc. If there are questions regarding the locations for termination, our Project Manager will assist you. Return service calls due to incomplete installation (outside of Ring Power's control) may result in additional charges.
3. Training cannot be video recorded without approval in advance. Videographers would be by others if approved.
4. No installation (including shipped loose accessories), labor, conduit, wire, equipment off loading, anchor bolts, pad, fuel or fuel piping, DEF - Diesel Exhaust Fluid (when required), natural gas piping and gas flow meters is included (unless otherwise referenced above).
5. Third Party Testing provided by others (i.e. NETA, Infrared Scanning, Insulation Resistance, Ground Fault, etc...)
6. Generators provided with a Circuit Breaker(s) 800 Amps or larger are provided with Buss Bar only, Lugs are provided by others.
7. In some cases, based on the generator set package weights and dimensions, items may ship loose and must be re-assembled by the contractor on site. Those items might include the fuel tank, load frame & generator, generator enclosures, mufflers, stairs, platforms, etc...
8. For fuel tanks over 550 Gallons, it is the Contractor or Owners responsibility to notify the appropriate State, and/or local regulatory agencies prior to delivery of the fuel storage tank so that it can be inspected prior to fueling. The

DESCRIPTION OF MATERIAL

UNIT PRICE

FDEP Registration form can be found in the Ring Power Submittal or on-line in the link below. Per FDEP Breach of Integrity Testing Guidance, tanks will ship from the factory with a vacuum/gauge installed. On-site testing is not included.

Storage tank registration is available online through the DEP Business Portal in lieu of the paper form:

•DEP Business Portal can be found: <http://www.fldepportal.com/go/submit-registration>

•Instructions on how to navigate the DEP Business Portal can be found on the DEP Registration web page: <http://www.dep.state.fl.us/waste/categories/tanks/pages/registration.htm>

9. NO SALES TAX INCLUDED

10. Proposal is based on information supplied by the Customer.

11. No specifications or drawings were received and / or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.

12. Under no circumstances does Ring Power accept any flow down provisions without specific written agreement between Ring Power and Buyer

13. Ring Power will be supplying equipment as described in the attached documentation.

14. No equipment will be ordered without an approved Purchase Order.

15. Equipment ordered to meet a specific delivery date, that is then delayed once equipment is received by Ring Power may be billed as Stored Material. This applies when the project is delayed outside of Ring Power's control.

16. Equipment shipped will be invoiced for at the time of delivery.

17. **Ring Power will not release equipment for production until we have received the signed sales agreement and signed and approved submittal from our customer. This is done to insure that we are providing quality equipment that fits our customer's needs.** If you need any assistance, please contact your sales representative.

Thank you for considering Ring Power Systems for your generator needs.

Jake Bechtol

Jake Bechtol

Ring Power Corporation

Electric Power Generation & Industrial Engine Sales

(407) 472-6242 Office – (407) 438-0922 Fax – (321) 288-1242 Cell

jake.bechtoll@ringpower.com



STAFF REPORT

Regular City Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 8, 2024

Item Name: Award Bid No. FB-24-2105 for Potable Water Well #16 to McMahan Construction Co., Inc. in an amount not to exceed \$881,760.

Background: Water and Sewer Infrastructure projects were included in the eligible criteria for funding under the American Rescue Plan Act (ARPA). The City engaged Mead & Hunt to design, permit, provide bidding assistance, construction services, and 120 hours of Inspection services. The bid package was posted to the City's website and listed on Demand Star. The package was broadcast to 142 companies in the field of well construction. Two competitive bids were received and were within 0.2% of each other.

The City in past projects has worked with both bidders. McMahan Construction has constructed several of the City's well's the latest being Well 15. Staff recommends the Commission award the bid to McMahan based upon past experience with the contractor, the quality of work performed, and the level of communication between the contractor, engineer and staff exceeded expectations.

Fiscal Impact: The City received \$1,000,000 in ARPA funding for New Well Planning & Construction. The bid award amount is \$881,760, the associated generator \$66,639 and the Engineering fees are \$85,936. The project totals \$1,034,335. This amount is \$34,355 more than the city received the ARPA funding. \$885,000 was included in the 2022/2023 FY Water Treatment Plant Budget (401-5331-606300) for the well construction, and the funds were encumbered. The bids came in 23% higher than projected likely due to increases in material and labor costs. Finance will look for monies in the treatment plant budget to cover the shortage and if necessary, submit a budget amendment at year end.

Staff Recommendation: Award Bid No. FB-24-2105 to McMahan Construction Co., in the amount of \$881,760.

Attachments: Recommendation of Award from the Consulting Engineer, Bid Tabulation, Notice of Intent to award, Legal Ad Affidavit, Notice of Bid



May 31, 2024,

Jim Ramer
WTP Supervisor
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136

Email: jramer@cityofflaglerbeach.com

RE: POTABLE WATER WELL #16
BID NO. FB-24-2105

Dear Mr. Ramer,

The City received two (2) bids on the above referenced project on May 28, 2024. See attached bid tabulation. The project includes equipping the previously drilled well, improving the well site and access road, and constructing the connecting pipeline to existing facilities along with replacing/upsizing the existing raw water main from the Grand Landings Phase 5 development to Well #14. The work also includes the installation of a diesel generator that the City has pre-purchased.

We have reviewed the two bidders' bid document packages and found them both substantially complete. DB Civil did not name their proposed subcontractors and instead listed 'TBD' on Attachment N of the bid forms. DB Civil also did not fully complete Article 9 – Bid Submittal of the Invitation to Bid and Attachment A, Certificate of Corporation and Article 1 of the bid forms. Both contractors have active State of Florida Contractor's licenses in good standing with no active complaints. As the two bid amounts were within 0.2% of each other, the bid amounts appear fair. The received bids were approximately 23% higher than our estimated construction cost; most likely due to market increases in materials and labor costs.

We understand the City has had past experience with both contractors and that the City prefers to award the bid to McMahan Construction Company Inc. The Advertisement for Bid states: "The City reserves the right to reject any and all bids,..., as may be in the best interest of the City." Also, Article 19 – Evaluation of Bids and Award of Contract of the Instructions to Bidders states: "...Owner will consider the qualifications of the Bidder..." to determine if "...Bidder is responsible..." We suggest the City confirm the intent to award the bid to McMahan in accordance with these bid documents and City purchasing policies. Upon such, we recommend that the City award this bid/project to McMahan in the amount of \$881,760.00.

Jim Ramer
May 31, 2024
Page 2

Do not hesitate to contact the office if you have questions or need any further information regarding this bid review and recommendation.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. King', is positioned above the printed name.

David King, P.E.
Vice President

cc: Penny Overstreet

DAK:bf

Attachment: Bid Tabulation

**BID TABULATION
POTABLE WATER WELL 16
BID NO. FB-24-2105**

				DB CIVIL CONSTRUCTION St. Augustine, FL		MCMAHAN CONSTRUCTION CO., INC. DeLand, FL	
Item	Description	Est. Qty.	Unit	Unit Cost	Cost	Unit Cost	Cost
1	General Conditions and Mobilization	1	LS	\$54,000.00	\$54,000.00	\$40,000.00	\$40,000.00
2	Furnish, Install and Outfit Well Pump, incl pipe and fittings	1	LS	\$120,000.00	\$120,000.00	\$218,000.00	\$218,000.00
3	Hydrostatic Test Disinfection and Bacteriological Clearance of Pipe and Well	1	LS	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
4	Valves, RS, 12-inch	1	EA	\$7,000.00	\$7,000.00	\$4,500.00	\$4,500.00
5	Valves, RS, 10-inch	1	EA	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00
6	Site Work	1	LS	\$110,000.00	\$110,000.00	\$220,000.00	\$220,000.00
7	Electrical & Instrumentation	1	LS	\$360,000.00	\$360,000.00	\$152,000.00	\$152,000.00
8	As-Built Survey and Plans	1	LS	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
9	Permit Fee and Electric Service Cost Allowance	1	LS	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00
10	Raw Water Main, PVC C-900, 12-inch (530 LF Shown)	530	LF	\$100.00	\$53,000.00	\$120.00	\$63,600.00
11	Raw Water Main, PVC, 10-inch (50 LF Shown)	510	LF	\$85.00	\$43,350.00	\$100.00	\$51,000.00
12	Tie-In to Raw Water Main, incl. valves and fittings	3	LS	\$7,000.00	\$21,000.00	\$7,000.00	\$21,000.00
	Contingency (10%)	-	-	-	\$79,985.00	-	\$80,160.00
				Total Bid	\$879,835.00		\$881,760.00

Member Name
Bid Number FB-24-2105
Bid Name Potable Water Well #16

5 Document(s) found for this bid

Bid Amount

13 Planholder(s) found

SupplierName		Email	Address1	Address2	City	State	PostalCode	Phone
ConstructConnect		content@constructconnect.com	3825 Edwards Rd	Suite 800	Cincinnati	OH	45209	8772271680
DB Civil Construction	\$879,835.00	estimating@DBCivilconstruction.com	4475 US 1 South	Suite 707	St Augustine	FL	32086	3862567460
Dodge Data		dodge.docs@construction.com	4300 Beltway Place, Ste 150		Arlington	TX	76018	4133767032
ICON Supply, Inc. d/b/a ICON Technologies		mtmpest@icon-tech.com	12956 N DALE MABRY HWY		Tampa	FL	33618	8139362030
McMahan Construction Co., Inc.	\$881,760.00	dkellogg@mcmahanfl.com	123 E. Indiana Ave		Deland	FL	32724	3867341071
Mead & Hunt, Inc.		lauren.engle@meadhunt.com	6001 Interstate 20 West, Suite 219		Arlington	TX	76017	8177190372
Onvia, Inc. - Content Department		sourcingsupport@deltek.com	509 Olive Way, Suite 400		Seattle	WA	98101	2063739500
Partridge Well Drilling		lance@pwwdfl.com	4744 Collins Road		Jacksonville	FL	32244	9042691333
Petticoat-Schmitt Civil Contractors		jfisher@petticoatschmitt.com	6380 Phillips Highway		Jacksonville	FL	32216	9048547423
Petticoat-Schmitt Civil Contractors, Inc.		lkeller@petticoatschmitt.com	6380 Philips Hwy		Jacksonville	FL	32216	9047510888
Southeast Drilling Services, Inc.		sed@southeastdrilling.net	10614 E. US Hwy 92		Tampa	FL	33610	8139687277
Tom Evans Environmental , Inc.		ds@tomevans.com	3200 Flightline Drive, Suite 302		Lakeland	FL	33811	8636193789
Underground Solutions		ugsiae@undergroundsolutions.com	13135 Danielson Street	Suite 201	Poway	CA	92064	8586799551



CITY OF FLAGLER BEACH



ADVERTISEMENT FOR BID NO. FB-24-2105 CITY OF FLAGLER BEACH POTABLE WATER WELL #16 City Project No. 209

NOTICE IS HEREBY GIVEN THAT THE CITY OF FLAGLER BEACH IS ISSUING THIS INVITATION TO BID (ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM LICENSED AND INSURED CONTRACTORS FOR THE CITY OF FLAGLER BEACH POTABLE WATER WELL #16 PROJECT. THE SCOPE OF WORK FOR THE PROJECT INCLUDES OUTFITTING OF A RECENTLY CONSTRUCTED POTABLE WATER WELL IN THE UPPER FLORIDIAN AQUIFER, ENCOMPASSING THE FURNISHING AND INSTALLATION OF A SUBMERSIBLE WELL PUMP, MECHANICAL PIPING, SITE WORK, FENCING, ELECTRICAL AND INSTRUMENTATION, INSTALLATION OF A GENERATOR SUPPLIED BY THE CITY, APPROXIMATELY 510 LF OF 10" RAW WATERMAIN CONNECTING POTABLE WATER WELL #16 TO THE NEW 12" RAW WATERMAIN (DESIGN BY THE DEVELOPER'S ENGINEER – SEE ATTACHMENT FOR DESIGN DRAWINGS), AND APPROXIMATELY 530 LF OF 12" RAW WATER MAIN TO CONNECT FROM POTABLE WATER WELL #14 TO THE NEW 12" RAW WATERMAIN. ALL WORK SHALL BE PERFORMED ACCORDING TO THE PLANS AND SPECIFICATIONS. BIDS WILL BE RECEIVED FOR A SINGLE PRIME CONTRACT. BIDS SHALL BE ON A LUMP SUM AS INDICATED IN THE BID FORM.

IT IS THE INTENT AND PURPOSE OF THE CITY OF FLAGLER BEACH THAT THIS INVITATION TO BID (ITB) PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB.

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

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

For further information, contact: Penny Overstreet, City Clerk
Preferred method of contact email: poverstreet@cityofflaglerbeach.com (386) 517-2000, ext. 233



Sealed Bids must be addressed to the attention of Penny Overstreet, City Clerk. Sealed Bids must be received on or before **2:00 P.M., MAY 21, 2024**.

No bids will be accepted after this deadline.

Sealed Bids must have the project title and bid number on outside of package. The City of Flagler Beach reserves the right to reject any and all Bids, to award all or segments of the project, and to waive any informality in Bids received, as may be in the best interest of the City.

MAILING ADDRESS:
105 S 2nd Street
Flagler Beach, FL 32136

WALK-IN DELIVERY ADDRESS:
105 S 2nd Street
Flagler Beach, FL 32136

Date of Distribution:	FRIDAY APRIL 19, 2024
Non-Mandatory Pre-Bid Meeting:	TUESDAY APRIL 30, 2024 at 10:00 AM EST
Last Date of Inquiries:	TUESDAY MAY 7, 2024 at 5:00 PM EST
Last Date for Addenda if Needed:	FRIDAY MAY 10, 2024 at 5:00 PM EST
BIDS DUE BY:	TUESDAY MAY 21, 2024 at 2:00 PM EST after which time they will be publicly opened and read aloud.

END INVITATION TO BID



105 S. 2nd Street
Flagler Beach, Florida 32136
386-517-2000
www.cityofflaglerbeach.com

MEMO

DATE: June 08, 2024
TO: Bid Package Holders City of Flagler Beach Bid No. FB-24-2105 Potable Water Well #16
FROM: Penny Overstreet, City Clerk
SUBJECT: Recommendation to award Bid - Memo containing the recommendation of award for the Potable Water Well No. 16, Bid No. FB-24-2105

The advertisement for the Invitation to Bid on the above referenced project ran as a legal ad one time in a newspaper of general circulation, the Daytona Beach News Journal, on Friday, April 19, 2024, as well as on the City's web-site, and listed on Demand Star a privately held company that provides online procurement and purchasing services for government agencies. The number of vendors the bid package was directed to was 142, of those recipients two (2) responded with bids. After a review by Staff, and our consulting engineers of the respondents bid packages and supporting documents, staff recommends the City Commission award the Base Bid to McMahan Construction Co., Inc., the most responsive bidder in the amount of \$881,760.

THE DAYTONA BEACH
NEWS-JOURNAL PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

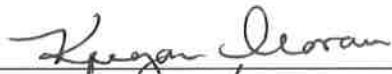
Penny Overstreet
City Of Flagler Beach-Hr
Po Box 70
Flagler Beach FL 32136-0070


STATE OF WISCONSIN, COUNTY OF BROWN

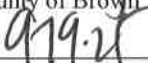
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

04/19/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/19/2024



Legal Clerk


Notary, State of WI, County of Brown


My commission expires
Publication Cost: \$544.40
Order No: 10082368 # of Copies:
Customer No: 465673 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

ADVERTISEMENT FOR BID NO.

FB-24-2105

CITY OF FLAGLER BEACH
POTABLE WATER WELL #16

City Project No. 209

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

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No bids will be accepted after this deadline.

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FRIDAY MAY 10, 2024

at 5:00 PM EST

BIDS DUE BY:

TUESDAY MAY 21, 2024

at 2:00 PM EST

L#10082368 4/19/2024

Section 7, Item c.



STAFF REPORT

Regular City Commission

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 6, 2024

Item Name: Resolution 2024-31, a resolution by the City of Flagler Beach, Florida, approving a “piggy-back” on the agreement between the City of St. Augustine and Engineered Spray Solutions to install twenty (20) Sanitary Manhole Rings & Covers, providing for conflict and effective date.

Background: The City Commission approved at the May 25, 2023 meeting Florida Department of Environmental Protection (FDEP) Grant No. H009 Wastewater Management System Restoration. This zero-match grant was awarded in the amount of \$4,500,525 to design and construct six different projects: one of which is the replacement of twenty (20) sanitary manhole rings and covers.

The City has utilized the services of Engineered Spray Solutions (ESS) for numerous projects across the city with great success and reasonable costs. This project envisions a “piggy-back” contract using ESS St. Augustine’s master contract. Its quote is in the amount of \$ 76,080, which is substantially under the estimated cost in the grant budget.

The location of this work is in the Palm Circle area of the city (map attached).

Fiscal Impact: This expense is 100% funded from FDEP Grant NO. HA009 -Hurricane Stormwater and Wastewater Assistance Grant, the funds for which will be drawn from the Utility Fund, Lift Station Maintenance Department, Improvements (Line 401.5353.606300).

Staff Recommendation: Approve Resolution 2024-31 authorizing the “piggy-back” for the installation of 20 manhole covers and rings.

Attachments: Resolution 2024-31
Location map
St. Augustine contract & renewals
Correspondence from Engineered Spray Solutions, LLC

RESOLUTION 2024-31

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A PIGGY BACK ON THE AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE AND ENGINEERED SPRAY SOLUTIONS TO INSTALL TWENTY (20) SANITARY MANHOLE RINGS & COVERS, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, City Staff is implementing projects to reduce the inflow and infiltration of stormwater into the city’s sanitary sewer system through replacement and repair of the manhole rings and covers, and

WHEREAS, the City Commission was successful in obtaining a Florida Department of Environmental Protection Grant NO. HA009 in the amount of \$4,500,525 for the design and construction of projects to restore the Wastewater System; and

WHEREAS, the contractor Engineered Spray Solutions, LLC is engaged in contract with the City of St. Augustine procured via sealed bids; and

WHEREAS, Engineered Spray Solutions, LLC has agreed to honor those prices through a piggyback project.

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

SECTION 1. The contract, it’s amendments between the City of St. Augustine and Engineered Spray Solutions, and the cost proposal 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 13th DAY OF JUNE, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



CITY OF
STAUGUSTINE ..
 ---EST. 1565---
 NATION'S OLDEST CITY

RECEIVED

October 15, 2020

OCT 18 2020

Engineered Spray Solutions, LLC
 Attn: Mr. James Collier
 1306 Banana Road
 Lakeland, FL 33810

BY: _ _ _ _ _

RE: Agreement for RFP #PW2020-05 for Sanitary Sewer Manhole Inspections and Rehabilitation

Dear Mr. Collier:

Accompanying this cover letter for your firm's records is the completely executed Agreement between the City of St. Augustine and Engineered Spray Solutions, LLC for Sanitary Sewer Manhole Inspections and Rehabilitation. We look forward to an excellent working relationship.

Please feel free to contact me at my office (904) 209-4305 or, via email, at swhitener@citystaug.com if you have any questions.

Sincerely,

SFW

Sharon F. Whitener, CPPO
 Procurement Manager

SFW

Enclosure

xc: John P. Regan, City Manager
 Meredith L. Breidenstein, Assistant City Manager
 Reuben C. Franklin, Jr., Public Works Director
 Todd J. Grant, Utilities Director
 James C. Piggott, General Services Director
 File

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE
AND ENGINEERED SPRAY SOLUTIONS LLC FOR THE
SANITARY SEWER MANHOLE INSPECTIONS AND REHABILITATION PROJECT**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City"), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and ENGINEERED SPRAY SOLUTIONS, LLC ("Contractor"), whose address is 1306 Banana Road, Lakeland, Florida 33810. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with RFP Number PW2020-05, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for proposals; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) proposal submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall run from the Effective Date to the Final Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2021, unless extended by mutual written agreement of the parties. The Completion Date for specific work orders shall be the time for completion stated in the work order; which shall be agreed upon by both parties.
- (d) This Agreement may be renewed by mutual and written consent of each party for no more than a total of four (4) consecutive years.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work within fourteen (14) days of issuance of a Work Order by the City, this date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

3. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each calendar day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be \$500.00 per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the City for non-performance.
- (b) Contractor shall not be charged with liquidated damages or any excess cost when the City determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE, as described below**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

4. DELIVERABLES

- (a) The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

5. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

6. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the City agrees to pay Contractor in accordance with the Unit Price Schedule, Exhibit D and as set forth in each Work Order and billed in accordance with the terms of the Work Order.

7. PAYMENT OF INVOICES

- (a) Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to purchasing@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

8. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT

- (a) Each month, the Contractor shall submit an application for payment for work performed to that point. The Owner will process and issue payment in compliance with the requirements of the Florida Local Government Prompt Payment Act as described below. Final payment in the amount of ten percent (10%) of the total project amount will be retained pending final inspection and acceptance of the project by the Owner and proof of complete payment to all subcontractors and suppliers.
- (b) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; for work-orders, see special requirements under **WORK ORDERS**); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (c) As conditions precedent to final payment under this Contract, the Contractor shall furnish any manufacturers' guarantees or warranties for materials provided or equipment installed in the Work; shall have performed all other requirements pursuant to the Contract Documents; shall warrant all workmanship for a period of one (1) year after the date of final acceptance of the Work by the Owner and shall furnish signed copies of the Contractor's Warranty Guarantees signed by Contractor, subcontractors, materialsmen, suppliers, laborers or others furnishing work, labor, materials, machinery or fixtures in the performance of the Work. The City shall be the expressly designated beneficiary of any and all Warranty Guarantees. Acceptance of any Work or any possession taken by Owner shall not operate as a waiver of any provision of the Contract Documents or any right or power reserved to Owner, including any right to damages provided in the Contract Documents.

(d) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

1. James Wheeler, P.E.
Public Works Department
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-209-4276 (Office)
904-209-4286 (Fax)
Email: jwheeler@citystaug.com
2. The City's Agent is required to review invoices or payment requests prior to processing for payment.
3. The due date for payment of construction services by the City shall be determined as follows:
 - a) If the City's agent must approve the payment request or invoice submitted by the Contractor before the payment request or invoice is submitted to the City, payment shall be due twenty-five (25) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The Contractor may send the City an overdue notice. If the payment request or invoice is not rejected within four (4) business days after delivery of the overdue notice, the payment request or invoice shall be deemed accepted, except for any portion of the payment request or invoice that is fraudulent or misleading.
 - b) If the City's agent need not approve the payment request or invoice submitted by the Contractor, payment is due twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - c) If a payment request or invoice submitted by the Contractor does not meet the contract requirements, the City must reject the payment request or invoice within twenty (20) business days after the date on which the payment request or invoice is stamped as received as provided in Section 218.74(1), F.S. The rejection must be written and must specify the deficiency and the action necessary to make the payment request or invoice proper.
 - d) If a payment request or invoice is rejected and the Contractor submits a payment request or invoice which corrects the deficiency, the corrected payment request or invoice must be paid or rejected ten (10) business days after the date the corrected payment request or invoice is stamped as received as provided in Section 218.74(1), F.S.
 - e) If a dispute between the City and the Contractor cannot be resolved by the procedure described above, the dispute shall be resolved in accordance with the dispute resolution procedure described in Section 217.76(2), F.S.

- f) If the City disputes only a portion of a payment request or invoice submitted by the Contractor, the City shall pay the undisputed portion in a timely manner in accordance with subsections (a) and (b) above.

4. Punch List

- a) For projects less than \$10,000,000.00.
Within thirty (30) calendar days of reaching Substantial Completion of the Work as defined in the Contract or, if not defined in the Contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the work, note any deficiencies and develop a single list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the

Contractor no later than five (5) calendar days after it has been developed and reviewed.

- b) For projects more than \$10,000,000.00.
Within thirty (30) calendar days or, if extended by Contract, up to sixty (60) calendar days, of reaching Substantial Completion of the Work or, if not defined in the contract, upon reaching beneficial occupancy or use, the City's Project Manager, the Project Engineer and the Contractor shall review the Work, note any deficiencies and generate a list of items required to render the construction services purchased by the City complete, satisfactory and acceptable. The list shall be delivered to the Contractor no later than five (5) days after it has been developed and reviewed.

- c) The Final Contract Completion Date shall be no fewer than thirty (30) days after delivery of the list of items. If the list is not provided to the Contractor by the agreed upon date for delivery of the list, the Contract Term for completion shall be extended by the number of days the City exceeded the delivery date.

- (e) **Payments withheld.** The City may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the City from loss as a result of: (1) defective Work not remedied; (2) failure of Contractor to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (f) **Payments,** The City shall pay Contractor one hundred percent (100%) of each approved invoice.

- 9. **COST OF LIVING INCREASES.** A Consumer Price Index ("CPI") - based Cost Schedule increase may be requested in writing no later than three months before the contract renewal date. The increase will be limited to the lesser of five percent or the result of the CPI percentage increase calculation expressed below. The CPI percentage increase shall be calculated by using the Consumer Price Index for All Urban Consumers ("CPI-U") numbers provided by the Bureau of Labor Statistics. The CPI percentage increase shall be calculated by subtracting from the most recent May CPI-U number the CPI-U number for the previous May, then dividing the remainder

by the previous May's number, and finally, multiplying the quotient by 100. Cost Schedule increases shall be prorated based upon the number of calendar months in the City's fiscal year that the contract has been in effect. (For example, a cost schedule increase for renewal of a contract initiated in March (six months into the City's fiscal year), would be limited to the lesser of either one-half of the CPI percentage increase or 2.5 percent upon renewal in October.) In the event this contract includes a provision for fuel adjustment, and an upward fuel adjustment is made during the contract year, the CPI percentage increase shall be multiplied by the percentage of the Total Compensation allocated to non-fuel costs. For example, if it is determined that the cost of fuel is 20 percent of the Total Compensation, the CPI percentage increase shall be multiplied by 0.8.

10. **PAYMENT AND RELEASE** Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
11. **INDEMNIFICATION** Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.
12. **INSURANCE AND PERMITS.** Contractor shall acquire and maintain, at its own expense, all permits, and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

13. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.
14. **PROJECT MANAGEMENT AND PERSONNEL**
 - (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business

days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

James Wheeler, P.E., Project Manager
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
904-209-4276 (office)
904-209-4286 (fax)
E-mail: jwheeler@citystaug.com

CONTRACTOR

James J. Collier, Project Manager
Engineered Spray Solutions LLC
1306 Banana Road
Lakeland, Florida 33810
863-577-4821 (office)
863-853-8593 (fax)
E-mail: jcollier@ess-1.net

- (b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order Manager" on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City's Project Manager. The City's Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City's Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City's consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

15. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City's Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City's approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City's Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.
- (e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

16. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The

City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

17. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.
- (b) **Change Orders**
- (i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.

- (ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

18. TERMINATION AND SUSPENSION

- (a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.
- (b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided

for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.

- (c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
 - (d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
 - (e) **Contractor's Right to Stop Work or Terminate Agreement**
 - (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
 - (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.
 - (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.
19. **PROTECTION OF WORK.** Contractor shall protect and prevent damage to all finished and unfinished portions of the Work including, but not limited to, the protection of the same from damage by the elements, theft or vandalism. Restoration of such damage shall be the sole responsibility

of Contractor and shall not be cause for an increase in the Contract Consideration nor any extension of the Term.

20. **TRENCH SAFETY.** In the performance of this contract, Contractor may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, F.S., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR s 1926.650 Subpart P, as the standard. Contractor shall separately estimate the cost of compliance with those standards as required by Section 553.63, F.S. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.
21. **NO ASSIGNMENT.** The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.
22. **COMPLIANCE WITH PUBLIC RECORDS ACT**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone:	(904) 825-1007
Email:	recordsrequest@citystaug.com
Mailing Address:	City of St. Augustine Darlene Galambos, City Clerk Public Records Custodian P.O. Box 210 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

23. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28; F.S.

24. ACCESS; WORK AREA; GATES

- (a) **Access.** The City will provide sufficient access to accomplish Work performed on City property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, and shall, upon conclusion of the Work, return said roadways to City in their original condition. Land access to construction sites is restricted to the route designated by the City. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the City before making any adjustments.

25. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10% markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of

its subcontractors and persons directly or indirectly employed by them and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

26. **AUDIT; ACCESS TO RECORDS.** Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

27. **BONDS**

Pursuant to Chapter 255.05 F.S., prior to commencing the work, the Selected Contractor shall execute and record in the public records of St. Johns County a payment and performance bond with a surety insurer authorized to do business in the State of Florida. A certified copy of the recorded bond shall be provided to the City prior to commencement of the work.

- (a) Payment Bond. A payment bond equal to the Total Compensation is required for fixed price contracts and fixed price Work Orders greater than \$100,000; provided, however, that the bond may be reduced by the City, in its sole judgment and discretion, to that amount necessary to ensure payment of all subcontractors and materialmen. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts and Work Orders of \$100,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (b) Performance Bond. A performance bond equal to one hundred twenty-five percent (125%) of the Total Compensation is required for fixed price contracts and Work Orders greater than \$200,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts and Work Orders of \$200,000 or less in which event the bonding requirement shall be disclosed in the Invitation for Bids or Work Order specifications.
- (c) Completed bonds shall be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be (1) either in the reproduced form provided in the Bid Documents or in a form approved by the City, and (2) written through a licensed agency that fulfills the requirements of Section 287.0935, F.S.
- (d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s rating and analysis web site.
- (e) In lieu of the bond, a Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or other security acceptable to the City.

28. **CIVIL RIGHTS.** Pursuant to Chapter 760, F.S., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
29. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After twenty (20) days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Contractor.
30. **COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS**
- (a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.
- (b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**
31. **CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK**
- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

32. **DAVIS BACON ACT.** This contract is federally funded and is subject to the provisions of the Davis-Bacon Act (40 U.S.C. 276a to a-7), as supplemented by the Department of Labor Regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing minimum wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. In addition, construction-related subcontracts of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act.

33. **DISPUTE RESOLUTION.**

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.

34. **DIVERSITY REPORTING.** The City is committed to the opportunity for diversity in its procurement activities and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs, Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

35. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS**

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other

matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
 - (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which shall be promptly verified by the City. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.
36. **EMPLOYMENT ELIGIBILITY.** Contractor must use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement) valued in excess of \$3,000, Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Within 30 days of this Agreement's Effective Date, Contractor must provide the City with evidence that Contractor is enrolled in the E-Verify system. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.
37. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

38. **INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING.** Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
39. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
40. **INSPECTION AND TESTING OF WORK; REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION**
- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Contractor for permanent incorporation into the Work shall be new and of the quality standards specified. Unless otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten (10) days after the date of contract award and before any material or equipment is purchased, Contractor shall submit to the City's Project Manager a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request,

Contractor shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's Project Manager and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Contractor shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.

- (d) **Re-examination of Work.** The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Contractor. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications, Contractor will pay such cost.
- (e) **Testing.**
 - (i) The City may require that materials be tested prior to incorporation in the Work. In some instances, it may be expedient to make these tests at the source of supply. Therefore, upon request, Contractor shall furnish the City with information identifying the source of supply before incorporating material into the Work. Upon request, Contractor shall furnish two (2) copies of the manufacturer's certificate of compliance with these specifications covering manufactured items. All tests performed by a laboratory to ascertain whether the material, as placed, meets the required specification will be paid for by Contractor. This paragraph does not obligate the City to perform tests for acceptance of material or relieve Contractor of its responsibility to furnish satisfactory material.
 - (ii) If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Contractor shall give the City's Project Manager timely notice of its readiness for inspection. If inspection is by an authority other than the City's Project Manager, Contractor's Project Manager shall supply the City's Project Manager with 72 hours prior notice of such inspection. Inspections by the City's Project Manager will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the City's Project Manager, it shall, if required by the City, be uncovered for examination at Contractor's expense.
- (f) **Rejection of Work and Materials.** Contractor shall promptly notify the City of any defective material and shall not incorporate such material into the Work. The City may reject all Work and material that does not conform to this Agreement, which shall be removed and replaced with approved quality material at no additional cost to the City. If the City deems any portion of the Work unsatisfactory, Contractor shall rework those areas so that the total Work is completed in a manner satisfactory to the City. If disputed, Contractor may submit a Change Order, subject to the dispute resolution procedure.
- (g) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Contractor to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Contractor shall conform to such order. If Contractor maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Contractor to incur excessive costs or

delays, Contractor may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Contractor of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.

- (h) **Material substitution.** Except where otherwise indicated, whenever a material or a piece of equipment required in the Work is shown in the specifications by using the name of the proprietary product or that of a particular manufacturer or vendor, any material, equipment, device, or article that will in the City's opinion at least equally perform the same duties imposed by the general design, considering quality, workmanship, economy of operation, and suitability for the purpose intended, may be considered "equal" and substituted for the material or piece of equipment originally specified. In the event Contractor desires the City to consider an item for substitution, Contractor shall submit a written request, which shall give all pertinent details and comparisons of the substitute with the item specified. The City will notify Contractor in writing of its acceptance or rejection. In all cases, new material shall be used. Contractor shall pay all costs resulting from inspection or testing of materials or equipment proposed for substitution.
41. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in Section 403.031, F.S., is dumped or spilled in unauthorized areas, Contractor shall notify the City thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
42. **LIENS.** Acknowledging that the City's property is not subject to liens, neither final payment nor payment of any part of the retainage shall become due until Contractor delivers to the City releases of all labor and material cost liens arising from Contractor's performance of the Work, including Contractor and any subcontractor(s), and an affidavit by Contractor stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Contractor a release or a receipt in full, Contractor may furnish to the City a bond satisfactory to the City, indemnifying the City against any such potential lien. If any lien or potential lien remains unsatisfied, the City may discharge the same forthwith and deduct the cost thereof from any amounts due to Contractor. In the event Contractor has been fully paid or the amount of such lien exceeds the amount due to Contractor, Contractor shall refund to the City all monies that the City paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the City shall not constitute a waiver of any claims or defenses that Contractor may have against the lienor.
43. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.

44. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state and local laws and regulations, including those pertaining to wages, health and safety. Contractor shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Contractor warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State. Unless otherwise provided in the Statement of Work, the responsibility of the parties for obtaining permits is apportioned as follows:
- (a) The City shall procure all permits required from the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and the U.S. Army Corps of Engineers.
 - (b) Contractor shall procure any permits required by the county or municipality wherein the Work is located.
 - (c) Contractor shall: (i) give to the proper authorities all required notices relative to the Work; (ii) obtain and pay for all official permits and any professional or other licenses, code stamps, and inspections that are Contractor's responsibility; and (iii) furnish any bonds, security, or deposits required to permit performance of the Work; (iv) until the Work is accepted as substantially complete, comply with all conditions of governmental permits; and (v) resolve any issues resulting from a finding of noncompliance by any governmental agencies, including all costs for delays, litigation, fines, or other costs.
45. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto City property must be either double-walled or kept within secondary containment that will contain 110% of the tank volume.
46. **PROTECTION OF THE WORK, CITY EQUIPMENT, AND PROPERTY.** Contractor is responsible for the proper care of the Work and protecting the Work from damage until final acceptance by the City, whether or not the same has been covered by partial payments. Contractor is solely responsible for all City-owned equipment in its possession, if any. Contractor shall adequately protect and maintain all passageways, guard fences, lights, and other facilities as required by public authority or local conditions. Contractor shall conduct the Work so as to minimize damage to existing improvements, and shall restore, as nearly as practical, to its original condition, any such improvements damaged by its operations. In the event of temporary suspension of the Work, or during inclement weather, or whenever the City shall direct, Contractor shall carefully protect the Work from damage. If any Work is damaged due to Contractor's failure to so protect the Work, the loss shall be remedied at Contractor's expense. Contractor shall protect public and privately-owned property, structures, utilities, and work of any kind against damage or interruptions of service resulting from its activities. Contractor shall repair, replace, or restore any damage or loss to any public or private property to the City's satisfaction. Should Contractor fail to perform these obligations, the City may make good any such damage and deduct the cost thereof from Contractor's final payment.
47. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided ins. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

48. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

49. REMEDIES FOR NON-PERFORMANCE

- (a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

50. **ROYALTIES AND PATENTS.** Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.
51. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
52. **SUBSTANTIAL COMPLETION; PUNCH LIST.** Contractor shall notify the City in writing when it considers the Work to be substantially complete. "Substantially complete" is the point when the City can beneficially occupy its property and use the Work for its intended purpose, with only minor items remaining in order for the Work to be fully complete. Within thirty (30) days of receipt of such notice, the City shall review the Work and determine whether the Work is substantially complete. If the City agrees that the Work is substantially complete, the City shall, within said 30-day period, develop a list of items ("Punch List") required to render the Work complete, satisfactory, and acceptable in all respects. The Punch List shall be delivered to Contractor not later than five (5) days after it is developed. Contractor shall complete the Punch List items by the Completion Date; provided, however, that if the Completion Date is less than thirty (30) days after the date of delivery of the Punch List, the Completion Date shall be extended to thirty (30) days after delivery of the Punch List. Failure to include any corrective work or pending items not yet completed on the Punch List does not alter Contractor's responsibility to complete all construction services required by the Agreement. Upon completion of all Punch List items, Contractor may request payment of any remaining retainage. If the City disputes the completion of any items on the Punch List, it may withhold 150 percent of the estimated cost of completing any such items and shall return the remainder of the retainage to Contractor. Any disputed matters shall be resolved pursuant to the dispute resolution procedure of this Agreement.
53. **SURVEYS; PRESERVATION OF MONUMENTS; POINTS AND INSTRUCTIONS**
- (a) **Surveys.** When necessary to performance of the Work, unless otherwise provided in the Statement of Work, the City will furnish horizontal and vertical control necessary to lay out the Work, including horizontal reference point(s) and a vertical control benchmark within 200 feet of the site. The City will set the horizontal reference point(s) and vertical control only at the beginning of the job. Contractor is responsible for interim staking during the job and all staking and layout work not otherwise furnished by the City. Contractor

shall furnish all construction layout of the Work, including layout, centerline, and grade stakes for access roadways. Contractor shall furnish all personnel, equipment, and materials to make such surveys as are necessary to determine the quantity of Work performed. Field notes and computations for estimates shall be verified by the City's Project Manager as to the quantities estimated.

- (b) **Preservation of Monuments.** Contractor shall maintain and preserve all new and existing benchmarks, monuments, markers, reference points, and stakes established by others and/or the City. Should any of the aforesaid be destroyed or damaged by Contractor, the same shall be replaced by Contractor's licensed land surveyor at no cost to the City. Contractor shall be responsible for the cost of any deficiencies in the Work caused by such loss or disturbance.
- (c) **Points and Instructions.** Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. Contractor shall not proceed until it has made a timely request to the City for, and has received, such points and instructions as may be necessary as the Work progresses. The Work shall be done in strict conformity with such points and instructions.

54. **USE OF COMPLETED PORTIONS OF THE WORK.** The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

55. **WARRANTY**

- (a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
- (b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

56. WORK ORDERS

- (a) The City reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The City may, at its sole discretion, request a "not to exceed" cost for any Work Order as a method of determining award. The City makes no guarantees of any amount of work to be awarded under the Agreement. The City reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within fourteen (14) days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the City's Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as **Exhibit C**.
- (c) **Type of Work Order.** When services are needed, the City and Contractor shall agree upon the type of Work Order and the specifics of the Work Order.
 - (i) Generally, a time and materials Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the City. Identification of the Work involved is typically concept level drawings with minimal details. The Work Order will describe the general nature of the Work, including specific deliverables, if applicable, along with the total number of hours, days, or weeks estimated for each task; the materials to be incorporated into the work, and the total authorized expenditure amount. If deliverables are specified and materials, equipment, or sub-contractors are necessary to complete the Work, the Work Order shall specify the estimated costs thereof. The City must approve the hiring of sub-contractors in order to ensure they are qualified to perform the Work and have been competitively procured. The Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iv), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for City audit in accordance with the unit costs of this Agreement and the Work Order. The City reserves the right to determine the means and methods of performing the Work and supplying materials.
 - (ii) A fixed-price Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work. The fixed price includes all applicable permits, bonds, labor, equipment, supplies, project support, overhead and materials necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.

- (iii) A time and materials with not-to-exceed amount Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials Work Order. All of the terms of a time and materials Work Order apply, subject to the not-to-exceed amount. In addition, the deliverables must be described with the specificity of a fixed price Work Order.
- (d) **Additional Provisions Applicable to Time and Materials and Time and Materials with Not-to-Exceed Work Orders.**
 - (i) **Additional equipment and services.**
 - a. The City may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
 - b. After a Work Order is issued, the City may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the "not to exceed" amount of the Work Order, or if the additional cost exceeds \$100,000.
 - c. If due to an emergency, the City determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the City may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
 - (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the City. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the City may compare equipment weekly or monthly rental rates on the open market with the rates in the Cost Schedule and require Contractor to rent the equipment on the open market if the cost is lower than the Cost Schedule. The City will reimburse Contractor this rental cost (with allowable percentage markup in the Cost Schedule) plus the hourly rate for operator with fuel and operation and maintenance.
 - (iii) **Other Direct Costs.**
 - a. Subject to prior written City approval, the City will reimburse Contractor for materials purchased by Contractor and incorporated into the Work,

non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax ("Other Direct Costs"), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:

- Cost is \$2,500.01 - \$15,000-three documented quotes-oral, written, or on line; or a written explanation to City Purchasing Manager and approval from the City's Purchasing Manager for not receiving three quotes.
 - Cost is greater than \$15,000 - at least three written quotes, reviewed and approved by City procurement staff, or a written explanation to and approval from the City's Purchasing Manager for not receiving three quotes.
 - Documentation of solicitations where cost exceeds \$2,500 shall be submitted with the Contractor's cost estimate. If a cost exceeds \$15,000, documentation shall include a complete bidders list and the request for quotes that was sent to each prospective bidder.
- b. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the City.
- c. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.
- (iv) The City reserves the right to reject any proposed subcontractors.
- (e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:
- (i) **Time and Material Work Orders:** (hourly billing for labor and/or equipment and materials):
- a. Name of employee and/or type of equipment
 - b. Employee position title/job classification (if applicable)
 - c. Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and City staff (attached hereto as revised by the City from time to time).
 - d. The approved charge rate for each classification of Contractor employee and/or equipment included in Cost Schedule, Attachment ___, and/or the Work Order authorizing the Work. In the absence of an individual rate in the Cost Schedule, the Contractor employee's general classification rate may be utilized.
 - e. If billed for use of equipment not in the Cost Schedule, documentation of prior authorization for equipment used, including cost and estimated quantities.
 - f. Documentation of any required competitive procurement for equipment, subcontractors, or materials.

- g. Contractor's notarized affidavit shall be provided with the first invoice for those Work Orders not requiring a Payment Bond, stating that payment of subcontractors and materialmen shall be made pursuant to Section 218.735, F.S.
 - h. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the City. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor's sworn affidavit that all subcontractors and materialmen for which payment has been received from the City have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the City. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the City, but also as to amounts included in the final invoice.
 - i. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The City reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the City for any subcontractor's work that exceeds the approved Cost Schedule.
 - j. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
 - k. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- ii. **Fixed Price Work Orders:**
- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - b. Certification that the Work for which payment is requested has been completed in accordance with the Statement of Work for the Work Order, in a format approved by the City Project Manager.
 - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE subcontractors or suppliers are used, so indicate.
- iii. **Time and Materials with Not-to-Exceed Work Orders:**
- a. Description and certification of completion of the work as described above for Fixed Price Work Orders.
 - b. Hourly billing information for Time and Materials Work Orders, as described above.
 - c. Proof of payment of subcontractors and materialmen as described above for Time and Materials Work Orders.

57. **WORK SCHEDULE.** As per General Conditions.
58. **CONTRACT INTERPRETATION.** In the event of a conflict between the terms of this Agreement and the General Conditions, the term of the General Conditions shall prevail.
59. **ENTIRE AGREEMENT.** The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.

ADDITIONAL PROVISIONS (In Alphabetical Order)

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR'S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR'S SUPERINTENDENT: Contractor's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor's Project Manager or the City.

CPM or CRITICAL PATH METHOD: The use of calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having calculated task duration. They are the important activities driving the project. Float belongs to the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name:

Darlene Galambos
Darlene Galambos, City Clerk

By: +d, 7' (__,

Printed Name: -Meteditl:bBreidenstein

Title: Assistant City Manager

Date:

10/11/11

(SEAL):



Signed, sealed and delivered
in the presence of:

Melissa Kinball
Witness

Printed Name:

Melissa Kinball

By:

Printed Name: M. & S.

Title:

5'(1id G,prex Ptre

Date:

10/11/11

'&JII WC
itness

Printed Name:

.) jSl(p Y'vwA\-.t.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work/Technical Specifications
Exhibit B: Insurance Requirements
Exhibit C: Work Order Authorization (sample)
Exhibit D: Unit Price Schedule
Attachment 11 - Requirements for 2 CFR Part 200 Appendix II
Attachment 12 - Requirement for HUD 24 CFR 85.36
Attachment 13 - Additional Requirements
Attachment 14 - David-Bacon Wage Decisions
Attachment 15 - COSA As-Built Requirements
Attachment 16 - Electronic Drawing File Standards

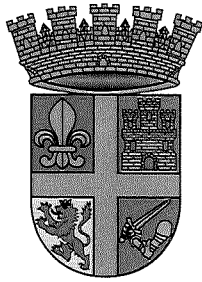
EXHIBIT D - UNIT PRICE SCHEDULE

Item No.	Description	Unit	Unit Price
A. MANHOLE & STRUCTURES REPAIR			
1	Manhole Protective Resin Based Lining 48" Diameter 1/8" Minimum Thickness	VF	\$328.00
2	Manhole Structural Resin Based Lining 48" Diameter 1/4" Minimum Thickness	VF	\$376.00
3	Manhole Structural Resin Based Lining 48" Diameter 1/2" Minimum Thickness	VF	\$521.00
4	Manhole Structural Resin Based Lining 48" Diameter 1" Minimum Thickness	VF	\$811.00
5	Manhole Protective Resin Based Lining 60" Diameter 1/8" Minimum Thickness	VF	\$410.00
6	Manhole Structural Resin Based Lining 60" Diameter 1/4" Minimum Thickness	VF	\$470.00
7	Manhole Structural Resin Based Lining 60" Diameter 1/2" Minimum Thickness	VF	\$651.25
8	Manhole Structural Resin Based Lining 60" Diameter 1" Minimum Thickness	VF	\$1,013.75
9	Structure / Manhole Protective Resin Based Lining 1/8" Minimum Thickness	SF	\$26.50
10	Structure / Manhole Structural Resin Based Lining 1/4" Minimum Thickness	SF	\$31.00
11	Structure/ Manhole Structural Resin Based Lining 1/2" Minimum Thickness	SF	\$42.00
12	Structure/ Manhole Structural Resin Based Lining 1" Minimum Thickness	SF	\$65.00
j. MANHOLE & STRUCTURES REPAIR			
13	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock Eooxv or Polvurea Liners)	SF	\$9.00
14	Removal of Existing Manhole or Wetwell T-Lock, Epoxy or Polyurea Liners	SF	\$22.00
15	Patching & Profiling - Cementitious Grout Only	SF	\$12.00
16	Infiltration Control - Chemical Grout	GAL	\$125.00
17	Surface Preparation - Sand Blasting	SF	\$10.00
18	Bench and Invert Channel Repair	LF	\$225.00
19	Chimney Repairs	VF	\$225.00
20	Chimney Replacement	VF	\$675.00
21	Chimney sealing (Construction Joint at Ring and Cover)	EA	\$285.00
22	Manhole Rim & Cover Replacement (STD 24" Diameter) - Paved Areas	EA	\$1,150.00
23	Manhole Rim & Cover Replacement (STD 24" Diameter) - Grassed Areas	EA	\$950.00
24	Manhole Rim & Cover Replacement (3PC COSA DETAIL 551)- Paved Areas	EA	\$1,550.00
25	Manhole Rim & Cover Replacement (3PC COSA DETAIL 551)- Grassed Areas	EA	\$1,250.00
26	Raise / Re-Level Existing Frame and Cover for Street Adjustment (up to 4")	EA	\$600.00
27	Provide and Install Manhole Cover lid & Pick Hole seals	EA	\$275.00
28	Install Rain Water Protector STD 24" Stainless	EA	\$365.00
29	Install Rain Water Protector Large 31.5" Stainless	EA	\$485.00
30	Install Rain Water Protector STD 24" HDPE	EA	\$135.00

31	Install Rain Water Protector Large 31.5" HOPE	EA	\$190.00
C: CLEANING, TELEVISIONING AND ASSISMENT			
32	Cleaning Manholes for Rehabilitation	EA	\$150.00
33	Cleaning Structures for Rehabilitation	EA	\$1,000.00
34	Pre and Post Photographs(USB) Manholes for Rehabilitation	EA	\$150.00
35	Pre and Post Photographs(USB) Structures for Rehabilitation	EA	\$300.00
36	Mobilization (Inspection only)	WK	\$1,500.00
37	Manhole Inspection Level 1	EA	\$125.00
38	Manhole Inspection Level 2	EA	\$185.00
39	Structure (Wet Well) Inspection Level 1	EA	\$1,300.00
40	Structure (Wet Well) Inspection Level 2 (Includes scan)	EA	\$1,750.00
41	Cleaning Sewer Manholes (CCTV purposes only)	EA	\$45.00
42	Cleaning Stormwater Structures (CCTV purposes only)	EA	\$65.00
43	Cleaning Wetwells (CCTV/ Inspection purposes only)	EA	\$600.00
44	Light Storm Drain Cleaning From ROW (Right of way) 8"-10"	LF	\$4.75
45	Light Storm Drain Cleaning From ROW (Right of way) 12"-15"	LF	\$8.25
46	Light Storm Drain Cleaning From ROW (Right of way) 16"-24"	LF	\$12.25
47	Light Storm Drain Cleaning From ROW (Right of way) 30"-36"	LF	\$29.00
48	Light Storm Drain Cleaning From Side and Rear Easements 8"-10"	LF	\$9.40
49	Light Storm Drain Cleaning From Side and Rear Easements 12"-15"	LF	\$16.40
50	Light Storm Drain Cleaning From Side and Rear Easements 16"-24"	LF	\$24.75
51	Light Storm Drain Cleaning From Side and Rear Easements 30"-36"	LF	\$58.50
52	Increase for "Medium" cleaning of storm drain to above line items 44-51	LF	\$1.75
53	Increase for "Heavy" cleaning of storm drain to above line items 44-51	LF	\$3.50
54	Storm Drain CCTV 8" - 10"	LF	\$3.75
55	Storm Drain CCTV 12" - 18"	LF	\$3.75
56	Storm Drain CCTV 18" - 24"	LF	\$3.75
57	Storm Drain CCTV 24" - 30"	LF	\$3.75
58	Storm Drain CCTV 30" - 42"	LF	\$3.75
59	Storm Drain CCTV 42" - 54"	LF	\$3.75
60	Storm Drain CCTV 54" - 66"	LF	\$3.75
61	Box Culvert Top Scan	LF	\$10.50
62	Box Culvert Bottom Debris Mapping scan	LF	\$5.50
63	CCTV Sanitary pipe inspection - includes light cleaning 8"-10" Diameter	LF	\$3.00
64	CCTV Sanitary pipe inspection - includes light cleaning 12"-15" Diameter	LF	\$3.25
65	CCTV Sanitary pipe inspection - includes light cleaning 16"-24" Diameter	LF	\$6.50
66	Dye Testing of Sewer	EA	\$850.00
67	Dye Flooding of Sewer	EA	\$1,250.00
68	Wastewater Flow Monitoring Equipment Rental and Installation in existing Structures	EA	\$2,750.00
69	Wastewater Flow Monitoring Monitoring and Maintenance	EA/ Month	\$650.00

70	Rainfall Monitoring Equipment Rental and Installation in existing Structures	EA	\$850.00
71	Rainfall Monitoring Monitoring and Maintenance	EA/ Month	\$300.00
72	Line cleaning / Jetting for Sanitary	LF	\$3.25
73	Increase for "Medium" cleaning of sanitary sewer line, ADD to above line item 72	LF	\$1.25
74	Increase for "Heavy" cleaning of sanitary sewer line, ADD to above line item 72	LF	\$2.50
75	GPS Mapping of Requested Manholes	EA	\$150,00
76 - 87 Ancillary Services			
76	Plug Rental 6" - 10"	DAY	\$125.00
77	Plug Rental 10" - 16"	DAY	\$150.00
78	Plug Rental 16" - 24"	DAY	\$200.00
79	Plug Rental 24" - 36"	DAY	\$250.00
80	Bypass Pumper Truck	HOURL	\$325.00
81	Bypass Vac-Truck	HOURL	\$325.00
82	Maintenance of Traffic (MOT) - Arterial (single lane closure)	EA	\$1,250.00
83	Maintenance of Traffic (MOT) - FDOT (single lane closure)	EA	\$1,500.00
84	Maintenance of Traffic (MOT) - Neighborhood (Simple MOT including Flagmen)	EA	\$600.00
85	Mobilization Standard (per Crew)	WK	\$2,450.00
86	Mobilization Emergency (per crew)	EA	\$3,750.00
87	Meals/Hotel/Lodging (per crew)	DAY	\$600.00
88 - 93 Cost of Invoice Plus, OH/P on Miscellaneous Services. City to authorize. 150% of these items			
88	Bypass Pumping Services		150% OH/P
89	Maintenance of Traffic CUSTOM INDEX		150% OH/P
90	Bypassing Plug (HAVE TO ORDER)		150% OH/P
91	Miscellaneous/ Unexpected Materials or Services		150% OH/P
92	Extra / Miscellaneous		150% OH/P
93	Extra / Miscellaneous		150% OH/P
BOND AMOUNT			
94	Bond amount calculated at 3% of total bid Price 1	3%	

CONFORMED 09-16-2020



CITY OF
ST AUGUSTINE
EST. 1565
NATION'S OLDEST CITY

Section 7, Item d.

August 13, 2021

Engineered Spray Solutions, LLC
Attn: Mr. James Collier
1306 Banana Road
Lakeland, FL 33810

RE: Renewal #1 to Contract #PW2020-05 for Sanitary Sewer Manhole Inspections and Rehabilitation

Dear Mr. Collier:

Accompanying this cover letter for your firm's records is the completely executed Renewal #1 between the City of St. Augustine and Engineered Spray Solutions, LLC for Sanitary Sewer Manhole Inspections and Rehabilitation. We look forward to continuing an excellent working relationship.

Please feel free to contact me at my office (904) 209-4305 or, via email, at swhitener@citystaug.com if you have any questions.

Sincerely,

Sharon F. Whitener, CPPO
Procurement Manager

SFW

Enclosure

xc: John P. Regan, City Manager
Meredith L. Breidenstein, Assistant City Manager
Reuben C. Franklin, Jr., Public Works Director
Todd J. Grant, Utilities Director
James C. Piggott, General Services Director
File

**FIRST RENEWAL OF THE AGREEMENT BETWEEN
THE CITY OF ST. AUGUSTINE
AND ENGINEERED SPRAY SOLUTIONS LLC FOR SANITARY SEWER MANHOLE
INSPECTIONS AND REHABILITATION PROJECT**

THIS RENEWAL AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210, St. Augustine, Florida 32085, and ENGINEERED SPRAY SOLUTIONS LLC, ("Contractor"), whose address is 1306 Banana Road, Lakeland, Florida 33810.

The City entered into an Agreement with Contractor on October 9, 2020 for Sanitary Sewer Manhole Inspections and Rehabilitation Project for a term ending on September 30, 2021. The Agreement included the option to renew up to four (4) consecutive years. The City and Contractor now desire to renew the Agreement for an additional two (2) year term, October 1, 2021 through September 30, 2023 (Renewal #1).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to the following:

1. The Agreement, Contract No. PW2020-05, is renewed for an additional two (2) year term beginning October 1, 2021 and ending September 30, 2023. For satisfactory performance of the Work outlined in the Contract during this additional term period, the City agrees to pay Contractor in accordance with the Agreement's Cost Schedule.

2. **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name:

Darlene Salankos
City Clerk

By:

[Signature]

Printed Name: John P. Regan

(SEAL)



Title: City Manager

Date:

8/11/21

Signed, sealed and delivered
in the presence of:

Witness

Printed Name:

Adam Webb

By:

Printed Name:

Lewis G. Collier

Title:

CEO & Owner

Date:

8-3-2021

Witness

Printed Name:

Jessica Morantes

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Isabelle C. Lopez, City Attorney

**SECOND RENEWAL OF THE AGREEMENT BETWEEN
THE CITY OF ST. AUGUSTINE
AND ENGINEERED SPRAY SOLUTIONS LLC FOR SANITARY SEWER MANHOLE
INSPECTIONS AND REHABILITATION PROJECT**

THIS RENEWAL AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the “City”), whose mailing address is P. O. Box 210, St. Augustine, Florida 32085, and ENGINEERED SPRAY SOLUTIONS LLC, (“Contractor”), whose address is 1306 Banana Road, Lakeland, Florida 33810.

The City entered into an Agreement with Contractor on October 9, 2020 for Sanitary Sewer Manhole Inspections and Rehabilitation Project for a term ending on September 30, 2021. The Agreement included the option to renew up to four (4) consecutive years. On August 11, 2021, the Agreement was renewed for an additional two (2) year term, October 01, 2021 through September 30, 2023. The City and Contractor now desire to renew the Agreement for an additional two (2) year term, October 1, 2023 through September 30, 2025 (Renewal #2).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to the following:

1. The Agreement, Contract No. PW2020-05, is renewed for an additional two (2) year term beginning October 1, 2023 and ending September 30, 2025. For satisfactory performance of the Work outlined in the Contract during this additional term period, the City agrees to pay Contractor in accordance with the Agreement’s Cost Schedule.

All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Contract #PW2020-05
Renewal #2

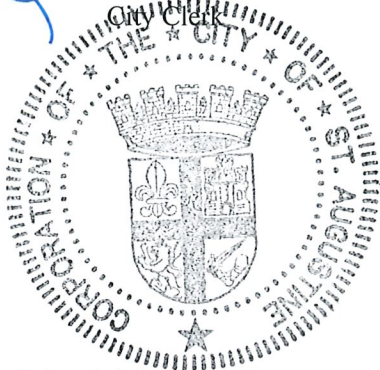
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name: *Darlene Salambos*
City Clerk

(SEAL)



By: *J. P. Regan*
Printed Name: John P. Regan
Title: City Manager
Date: 5/26/23

ENGINEERED SPRAY SOLUTIONS LLC

Signed, sealed and delivered
in the presence of:

Jim Collier
Witness

Printed Name: Jim Collier

Adam Webb
Adam Webb (May 25, 2023 09:37 EDT)
Witness

Printed Name: Adam Webb

By: *Jim Collier*
Jim Collier (May 25, 2023 09:32 EDT)
Printed Name: Jim Collier
Title: Authorized rep/project manager
Date: May 25, 2023

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:
Isabelle C. Lopez
Is
Isabelle C. Lopez, City Attorney





STAFF REPORT

Regular City Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 6, 2024

Item Name: Resolution 2024-32, a resolution by the City of Flagler Beach, Florida, approving the purchase of 50 sets of sanitary manhole rings and covers, providing for conflict and effective date.

Background: The purchase of the manhole rings and covers will be used for a project to rehabilitate fifty sanitary manholes. This will prevent the inflow and infiltration (I&I) from these manholes reaching the wastewater treatment plant; the result being less detrimental influent to the plant and will lower the costs of sanitary treatment.

The locations of these manholes were selected by triage as the worst fifty in the city (see attachment for specific locations).

Fiscal Impact: \$42,950, included in the Fiscal Year 2023/2-24 Department 401-5353-606300 Lift Station Maintenance.

Staff Recommendation: Adopt Resolution 2024-32 approving the direct purchase from Fortiline Waterworks in the amount of \$42,950.

Attachments: Resolution 2024-32, location data sheet, quotes from 3 vendors (Ferguson, Fortiline & Empire).

RESOLUTION 2024-32

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE PURCHASE OF 50 SETS OF SANITARY MANHOLE RINGS AND COVERS, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, City Staff is implementing projects to reduce the inflow and infiltration of stormwater into the city’s sanitary sewer system through replacement and repair of the manhole rings and covers, and

WHEREAS, the City Commission in the adoption of the fiscal year 2023/2-24 budget included funding for the sewer collection department to implement the necessary repairs; and

WHEREAS, staff obtained three quotes for the material, each exceeding the purchase authority, therefore requiring the Commission approve the purchase.

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

SECTION 1. The Commission approve the direct purchase from Fortiline Waterworks in the amount of \$42,950 for the fifty manhole rings and covers described in 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 13TH DAY OF JUNE, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

50 MANHOLE LOCATIONS

MH#1	S Flagler Ave & S 9th St	Change ring and cover in asphalt
MH#2	1009 S Flagler Ave	Change ring and cover in asphalt
MH#3	S Flagler Ave & S 13th St	Change ring and cover in asphalt
MH#4	1320 S Flagler Ave	Change ring and cover in asphalt
MH#5	1340 S Flagler Ave	Change ring and cover in asphalt
MH#6	1401 S Flagler Ave	Change ring and cover in asphalt
MH#7	1427 S Flagler Ave	Change ring and cover in asphalt
MH#8	S Flagler Ave & S15th St	Change ring and cover in asphalt
MH#9	1520 S Flagler Ave	Change ring and cover in asphalt
MH#10	S Flagler Ave & S 16th St	Change ring and cover in asphalt
MH#11	1620 S Flagler Ave	Change ring and cover in asphalt
MH#12	S Flagler & S 17th St	Change ring and cover in asphalt
MH#13	1723 S Flagler Ave	Change ring and cover in asphalt
MH#14	Oak Place & 19th	Change ring and cover in asphalt
MH#15	1843 Oak Place	Change ring and cover in dirt
MH#16	Oak Place Alley	Change ring and cover in dirt
MH#17	Oak Place Alley	Change ring and cover in dirt
MH#18	1920 Oak Place Alley	Change ring and cover in dirt
MH#19	Oak Place & 20th	Change ring and cover in asphalt
MH#20	2717 John Bull St.	Change ring and cover in asphalt
MH#21	2721 S Daytona	Change ring and cover in asphalt
MH#22	28th & S Daytona	Change ring and cover in asphalt
MH#23	19th St & Alley	Change ring and cover in asphalt
MH#24	2229 S Flagler Ave	Change ring and cover in asphalt
MH#25	601 S 23rd St (Palm Ave)	Change ring and cover in asphalt
MH#26	621 S 23rd St	Change ring and cover in asphalt
MH#27	637 S 23rd St	Change ring and cover in asphalt
MH#28	600 Palm Ave	Change ring and cover in asphalt
MH#29	Cumberland Dr & Palm Ave (601)	Change ring and cover in asphalt
MH#30	609 Cumberland Dr	Change ring and cover in asphalt
MH#31	630 Cumberland Dr	Change ring and cover in asphalt
MH#32	Yorkshire Dr & Palm Ave	Change ring and cover in asphalt
MH#33	613 Yorkshire Dr	Change ring and cover in asphalt
MH#34	Shearwood Dr & Palm Ave	Change ring and cover in asphalt
MH#35	613 Sherwood Dr	Change ring and cover in asphalt
MH#36	600 Springdale Dr	Change ring and cover in asphalt
MH#37	23rd & Springdale Dr	Change ring and cover in asphalt
MH#38	604 Springdale Dr	Change ring and cover in asphalt
MH#39	204 Ocean Palm Drive	Change ring and cover in dirt
MH#40	226 Ocean Palm Drive	Change ring and cover in dirt
MH#41	222 Ocean Palm Drive	Change ring and cover in dirt
MH#42	215 Ocean Palm Drive	Change ring and cover in dirt
MH#43	238 Ocean Palm Drive	Change ring and cover in dirt
MH#44	2546 Lakeshore Drive	Change ring and cover in asphalt
MH#45	Lakeshore Dr & Coventry Ln	Change ring and cover in asphalt
MH#46	2566 Lakeshore Dr	Change ring and cover in asphalt

MH#47	2604 S Daytona & 26th Street	Change ring and cover in asphalt
MH#48	27th & Bulldog Rd (House # 311)	Change ring and cover in asphalt
MH#49	629 Riverview Rd	Change ring and cover in asphalt
MH#50	804 John Bull St.	Change ring and cover in asphalt



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
214362	FORTILINE DAYTONA BEACH	6493077	5/13/24	1

CUSTOMER	PROJECT INFORMATION
CITY OF FLAGLER BEACH PO BOX 70 FLAGLER BEACH, FL 32136	CAP ONE QUOTE

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
20	50	EA	24" COMP R&C 4BOLT CAPONE	855.0000	42,750.00
30	8	EA	CAPONE REPLACEMENT BOLT SETS	25.0000	200.00
				Subtotal:	42,950.00
				Tax:	.00
				Bid Total:	42,950.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

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

Ent By LCC 5/13/24 14:08:24



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

EMPIRE PIPE AND SUPPLY CO
PO Box 130399
BIRMINGHAM, AL 35213
Telephone: 407-295-2400

Telephone: 407-295-2400

~~Bid expires on 07/31/24~~

5/13/24		Bid ID: 5024871		CAP ONE 24" COVERS AND HARDWARE		Page 1	
Line	Quantity	Sell Per	Description		Net Price	Extended Price	
10	50	EA	000000 CAP ONE 24" COVERW				
				EA	912.4200	45,621.00	
20	8	EA	000000 REPLACEMENT BOLT SET				
				EA	25.0000	200.00	
Subtotal:						45,821.00	
Tax:						.00	
Bid Total:						45,821.00	

11:35:57 MAY 15 2024

Page 1 of 1

FEL-SANFORD WATERWORKS #1113

Price Quotation

Phone: 407-859-7473

Fax: 407-302-3327

Bid No: B610890
Bid Date: 05/15/24
Quoted By: KJR**Cust Phone:** 386-517-2000
Terms: NET 10TH PROX**Customer:** CITY OF FLAGLER BEACH
105 S SECOND STREET
FLAGLER BEACH, FL 32136**Ship To:** CITY OF FLAGLER BEACH
500 S FLAGLER AVE
MAINTENANCE FACILITY
FLAGLER BEACH, FL 32136**Cust PO#:****Job Name:** 24" CAPONE 5/15

Item	Description	Quantity	Net Price	UM	Total
SP-A1BK24S4-C01DMD	24" CAPONE M/HOLE RNG & CVR	50	860.750	EA	43037.50
SP-CAPONEBLTSET	CAPONE REPL. BOLT SET	8	28.570	EA	228.56

	IN STOCK- 5-7 DAY LEAD				
	SHIPPING INCL. IN PRICE				

Net Total:	\$43266.06
Tax:	\$0.00
Freight:	\$0.00
Total:	\$43266.06

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

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

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

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

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



STAFF REPORT

Regular City Commission

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 06, 2024

Item Name: Resolution 2024-33, a resolution by the City of Flagler Beach, Florida, approving a piggy back on the agreement between the City of St. Augustine and Engineered Spray Solutions to install fifty (50) Sanitary Manhole Rings & Covers, providing for conflict and effective date.

Background: The purchase of the manhole rings and covers considered with Resolution 2024-32 will be used to rehabilitate fifty sanitary manholes. The contractor is honoring the St. Augustine contract price for the installation of the 50 covers and rings totaling \$196,900. This will prevent the inflow and infiltration (I&I) from these manholes reaching the wastewater treatment plant; the result being less detrimental influent to the plant and will lower the costs of sanitary treatment.

The locations of these manholes were selected by triage as the worst fifty in the city (see attachment for specific locations).

Fiscal Impact: \$196,900 is included in the Fiscal Year 2023/24 Budget for Wet Well Rehab, Lift Station Maintenance Department 401-5353-606300 Improvements.

Staff Recommendation: Adopt Resolution 2024-33, approving the piggyback and authorizing the expenditure.

Attachments: Resolution 2024-33, location data, Engineered Spray Solutions scope with St. Augustine Piggyback pricing, piggyback contract documents.

RESOLUTION 2024-33

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A PIGGY BACK ON THE AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE AND ENGINEERED SPRAY SOLUTIONS TO INSTALL FIFTY (50) SANITARY MANHOLE RINGS & COVERS, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, City Staff is implementing projects to reduce the inflow and infiltration of stormwater into the city's sanitary sewer system through replacement and repair of the manhole rings and covers, and

WHEREAS, the City Commission in the adoption of the fiscal year 2023/2-24 budget included funding for the sewer collection department to implement the necessary repairs; and

WHEREAS, the contractor Engineered Spray Solutions, LLC is engaged in contract with the City of St. Augustine procured via sealed bids; and

WHEREAS, Engineered Spray Solutions, LLC has agreed to honor those prices through a piggyback project.

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

SECTION 1. The contract, it's amendments between the City of St. Augustine and Engineered Spray Solutions, and the May 10th proposal 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 JUNE, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

FINAL BID FORM 1 - COATING METHOD - POLYURETHANE						9/16/2020
UNIT PRICE SCHEDULE FOR SANITARY AND STORM MANHOLE & STRUCTURES REHABILITATION BID RFP#PW2020-05						Final /R2
Bidders must provide prices for each line item for their bid to be considered responsive. For the City of Flagler Beach 50 MH R&C						
Item No.	Description	Unit	Qty	Unit Price(\$)	Amount (\$)	
A - MANHOLE & STRUCTURES COATING - POLYURETHANE						
1	Manhole Protective Resin Based Lining 48" Diameter 1/8" Minimum Thickness	VF	0	\$ 328.00	\$ -	
2	Manhole Structural Resin Based Lining 48" Diameter 1/4" Minimum Thickness	VF	0	\$ 376.00	\$ -	
3	Manhole Structural Resin Based Lining 48" Diameter 1/2" Minimum Thickness	VF	0	\$ 521.00	\$ -	
4	Manhole Structural Resin Based Lining 48" Diameter 1" Minimum Thickness	VF	0	\$ 811.00	\$ -	
5	Manhole Protective Resin Based Lining 60" Diameter 1/8" Minimum Thickness	VF	0	\$ 410.00	\$ -	
6	Manhole Structural Resin Based Lining 60" Diameter 1/4" Minimum Thickness	VF	0	\$ 470.00	\$ -	
7	Manhole Structural Resin Based Lining 60" Diameter 1/2" Minimum Thickness	VF	0	\$ 651.25	\$ -	
8	Manhole Structural Resin Based Lining 60" Diameter 1" Minimum Thickness	VF	0	\$ 1,013.75	\$ -	
9	Structure / Manhole Protective Resin Based Lining 1/8" Minimum Thickness	SF	0	\$ 26.50	\$ -	
10	Structure / Manhole Structural Resin Based Lining 1/4" Minimum Thickness	SF	0	\$ 31.00	\$ -	
11	Structure / Manhole Structural Resin Based Lining 1/2" Minimum Thickness	SF	0	\$ 42.00	\$ -	
12	Structure / Manhole Structural Resin Based Lining 1" Minimum Thickness	SF	0	\$ 65.00	\$ -	
SUBTOTAL A - MANHOLE & STRUCTURES LINING - POLYURETHANE					\$ -	
B - MANHOLE & STRUCTURES REPAIR						
13	Removal of Existing Manhole or Wetwell Lining System (Excluding T-Lock Epoxy or Polyurea Liners)	SF	0	\$ 9.00	\$ -	
14	Removal of Existing Manhole or Wetwell T-Lock, Epoxy or Polyurea Liners	SF	0	\$ 22.00	\$ -	
15	Patching & Profiling - Cementitious Grout Only	SF	850	\$ 12.00	\$ 10,200.00	
16	Infiltration Control - Chemical Grout	GAL	0	\$ 125.00	\$ -	
17	Surface Preparation - Sand Blasting	SF	0	\$ 10.00	\$ -	
18	Bench and Invert Channel Repair	LF	0	\$ 225.00	\$ -	
19	Chimney Repairs	VF	50	\$ 225.00	\$ 11,250.00	
20	Chimney Replacement	VF	0	\$ 675.00	\$ -	
21	Chimney sealing (Construction Joint at Ring and Cover)	EA	0	\$ 285.00	\$ -	
22	Manhole Rim & Cover Replacement (STD 24" Diameter) - Paved Areas	EA	41	\$ 1,150.00	\$ 47,150.00	
23	Manhole Rim & Cover Replacement (STD 24" Diameter) - Grassed Areas	EA	9	\$ 950.00	\$ 8,550.00	
24	Manhole Rim & Cover Replacement (3PC COSA DETAIL SS1)- Paved Areas	EA	0	\$ 1,550.00	\$ -	
25	Manhole Rim & Cover Replacement (3PC COSA DETAIL SS1)- Grassed Areas	EA	0	\$ 1,250.00	\$ -	
26	Raise / Re-Level Existing Frame and Cover for Street Adjustment (up to 4")	EA	0	\$ 600.00	\$ -	
27	Provide and Install Manhole Cover lid & Pick Hole seals	EA	0	\$ 275.00	\$ -	
28	Install Rain Water Protector STD 24" Stainless	EA	0	\$ 365.00	\$ -	
29	Install Rain Water Protector Large 31.5" Stainless	EA	0	\$ 485.00	\$ -	
30	Install Rain Water Protector STD 24" HDPE	EA	0	\$ 135.00	\$ -	
31	Install Rain Water Protector Large 31.5" HDPE	EA	0	\$ 190.00	\$ -	
SUBTOTAL B - MANHOLE & STRUCTURES REPAIR					\$ 77,150.00	

C - CLEANING, TELEVISIONING AND ASSESSMENT					
32	Cleaning Manholes for Rehabilitation	EA	50	\$ 150.00	\$ 7,500.00
33	Cleaning Structures for Rehabilitation	EA	0	\$ 1,000.00	\$ -
34	Pre and Post Photographs(USB) Manholes for Rehabilitation	EA	50	\$ 150.00	\$ 7,500.00
35	Pre and Post Photographs(USB) Structures for Rehabilitation	EA	0	\$ 300.00	\$ -
36	Mobilization (Inspection only)	WK	0	\$ 1,500.00	\$ -
37	Manhole Inspection Level 1	EA	0	\$ 125.00	\$ -
38	Manhole Inspection Level 2	EA	0	\$ 185.00	\$ -
39	Structure (Wet Well) Inspection Level 1	EA	0	\$ 1,300.00	\$ -
40	Structure (Wet Well) Inspection Level 2 (Includes scan)	EA	0	\$ 1,750.00	\$ -
41	Cleaning Sewer Manholes (CCTV purposes only)	EA	0	\$ 45.00	\$ -
42	Cleaning Stormwater Structures (CCTV purposes only)	EA	0	\$ 65.00	\$ -
43	Cleaning Wetwells (CCTV / Inspection purposes only)	EA	0	\$ 600.00	\$ -
44	Light Storm Drain Cleaning From ROW (Right of way) 8"-10"	LF	0	\$ 4.75	\$ -
45	Light Storm Drain Cleaning From ROW (Right of way) 12"-15"	LF	0	\$ 8.25	\$ -
46	Light Storm Drain Cleaning From ROW (Right of way) 16"-24"	LF	0	\$ 12.25	\$ -
47	Light Storm Drain Cleaning From ROW (Right of way) 30"-36"	LF	0	\$ 29.00	\$ -
48	Light Storm Drain Cleaning From Side and Rear Easements 8"-10"	LF	0	\$ 9.40	\$ -
49	Light Storm Drain Cleaning From Side and Rear Easements 12"-15"	LF	0	\$ 16.40	\$ -
50	Light Storm Drain Cleaning From Side and Rear Easements 16"-24"	LF	0	\$ 24.75	\$ -
51	Light Storm Drain Cleaning From Side and Rear Easements 30"-36"	LF	0	\$ 58.50	\$ -
52	Increase for "Medium" cleaning of storm drain to above line items 44-51	LF	0	\$ 1.75	\$ -
53	Increase for "Heavy" cleaning of storm drain to above line items 44-51	LF	0	\$ 3.50	\$ -
54	Storm Drain CCTV 8" - 10"	LF	0	\$ 3.75	\$ -
55	Storm Drain CCTV 12" - 18"	LF	0	\$ 3.75	\$ -
56	Storm Drain CCTV 18" - 24"	LF	0	\$ 3.75	\$ -
57	Storm Drain CCTV 24" - 30"	LF	0	\$ 3.75	\$ -
58	Storm Drain CCTV 30" - 42"	LF	0	\$ 3.75	\$ -
59	Storm Drain CCTV 42" - 54"	LF	0	\$ 3.75	\$ -
60	Storm Drain CCTV 54" - 66"	LF	0	\$ 3.75	\$ -
61	Box Culvert Top Scan	LF	0	\$ 10.50	\$ -
62	Box Culvert Bottom Debris Mapping scan	LF	0	\$ 5.50	\$ -
63	CCTV Sanitary pipe inspection - includes light cleaning 8"-10" Diameter	LF	0	\$ 3.00	\$ -
64	CCTV Sanitary pipe inspection - includes light cleaning 12"-15" Diameter	LF	0	\$ 3.25	\$ -
65	CCTV Sanitary pipe inspection - includes light cleaning 16"-24" Diameter	LF	0	\$ 6.50	\$ -
66	Dye Testing of Sewer	EA	0.00	\$ 850.00	\$ -
67	Dye Flooding of Sewer	EA	0.00	\$ 1,250.00	\$ -
68	Wastewater Flow Monitoring Equipment Rental and Installation in existing Structures	EA	0.00	\$ 2,750.00	\$ -
69	Wastewater Flow Monitoring Monitoring and Maintenance	EA / Month	0.00	\$ 650.00	\$ -
70	Rainfall Monitoring Equipment Rental and Installation in existing Structures	EA	0.00	\$ 850.00	\$ -
71	Rainfall Monitoring Monitoring and Maintenance	EA / Month	0.00	\$ 300.00	\$ -
72	Line cleaning / Jetting for Sanitary	LF	0	\$ 3.25	\$ -
73	Increase for "Medium" cleaning of sanitary sewer line, ADD to above line item 72	LF	0	\$ 1.25	\$ -
74	Increase for "Heavy" cleaning of sanitary sewer line, ADD to above line item 72	LF	0	\$ 2.50	\$ -
75	GPS Mapping of Requested Manholes	EA	0	\$ 150.00	\$ -
SUBTOTAL C - CLEANING, TELEVISIONING AND ASSESSMENT					\$ 15,000.00

D - ANCILLARY SERVICES					
76	Plug Rental 6" - 10"	DAY	0	\$ 125.00	\$ -
77	Plug Rental 10" - 16"	DAY	0	\$ 150.00	\$ -
78	Plug Rental 16" - 24"	DAY	0	\$ 200.00	\$ -
79	Plug Rental 24" - 36"	DAY	0	\$ 250.00	\$ -
80	Bypass Pumper Truck	HOURL	0	\$ 325.00	\$ -
81	Bypass Vac-Truck	HOURL	0	\$ 325.00	\$ -
82	Maintenance of Traffic (MOT) - Arterial (single lane closure)	EA	50	\$ 1,250.00	\$ 62,500.00
83	Maintenance of Traffic (MOT) - FDOT (single lane closure)	EA	0	\$ 1,500.00	\$ -
84	Maintenance of Traffic (MOT) - Neighborhood (Simple MOT including Flagmen)	EA	0	\$ 600.00	\$ -
85	Mobilization Standard (per Crew)	WK	5	\$ 2,450.00	\$ 12,250.00
86	Mobilization Emergency (per crew)	EA	0	\$ 3,750.00	\$ -
87	Meals/Hotel/Lodging (per crew)	DAY	50	\$ 600.00	\$ 30,000.00
SUBTOTAL D - ANCILLARY SERVICES					\$ 104,750.00
E - COST OF INVOICE PLUS OH/P ON MISCELLANEOUS SERVICES					
BUDGET					
88	Bypass Pumping Services		\$ -	15% OH/P	\$ -
89	Maintenance of Traffic CUSTOM INDEX		\$ -	15% OH/P	\$ -
90	Bypassing Plug (HAVE TO ORDER)		\$ -	15% OH/P	\$ -
91	Miscellaneous / Unexpected Materials or Services		\$ -	15% OH/P	\$ -
92	Extra / Miscellaneous		\$ -	15% OH/P	\$ -
93	Extra / Miscellaneous		\$ -	15% OH/P	\$ -
SUBTOTAL E - COST PLUS ON MISCELLANEOUS SERVICES					\$ -
SUMMARY OF BID FORM 1 - LINING METHOD - POLYURETHANE					
SUBTOTAL BID PRICE (A) MANHOLE AND STRUCTURES COATING - POLYURETHANE (SUM ITEMS 1 -12)					\$ -
SUBTOTAL BID PRICE (B) MANHOLE AND STRUCTURES REPAIR (SUM ITEMS 13 - 31)					\$ 77,150.00
SUBTOTAL BID PRICE (C) CLEANING, TELEVISIONING AND ASSESSMENT (SUM ITEMS 32-75)					\$ 15,000.00
SUBTOTAL BID PRICE (D) ANCILLARY SERVICES (SUM ITEMS 76-87)					\$ 104,750.00
SUBTOTAL BID PRICE (E) COST PLUS ON MISCELLANEOUS SERVICES (SUM ITEMS 88-93)					\$ -
TOTAL BID PRICE 1-LINING METHOD - POLYURETHANE					\$196,900.00
Bond amount calculated at 3% of total bid Price 1			3%		\$ -
Bond Amount Multiplier 3% (for use on projects over \$100,000.00)					Total project \$ 196,900.00



1306 Banana Road, Lakeland, Florida 33810

Local Phone • 863-859-3889

Toll Free • 800-329-3889

May 10, 2024

To: City of Flagler Beach
2000 Ave A
Flagler Beach, Fl, 32136

Project: City of Flagler Beach – 50 manholes for frame and cover replacements.

Scope of Work:

- Fifty (50) total manholes to have the frame and covers replaced. Nine (9) are located in grass, Forty-one (41) are located in concrete/asphalt.
- Mobilize competent crew of three to four (3-4) and capable equipment to the Flagler Beach, FL project site.
- 5,000 psi high pressure water cleaning of the concrete surface within host manhole.
- Repair chimney as needed.
- Utilize Euclid V100 high strength profile cement for proper surface rebuilding.
- Replace the frame and cover as provided by the city.
- It is estimated Fifteen to twenty (15-20) days are required to complete the work, additional days may be necessary.

Included: ESS professional crew and equipment.

Exclusions: By-passing of any wastewater, dewatering, bonding.

Notes: Zero (0) gallons of 355 1K chemical grout for water stop is accounted for in this proposal. However, chemical grout for water stop if required beyond zero (0) gallons, will be invoiced at \$125.00/gallon with approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Project is bid based on standard daylight work hours. Balance is due upon completion. Proposal price is valid for 30 days.

City of Flagler Beach- Fifty (50) Frame and Cover Replacement

Manholes in the grass- 3,774.00/EA -	9/EA \$33,966.00
Manholes in concrete/asphalt- \$3,974.00/EA-	41/EA \$162,934.00

Project- Total:	\$196,900.00
------------------------	---------------------

Respectfully Submitted,

Shane Castro

Shane Castro
Business Development Manager
863-308-0110
scaastro@ess-1.net

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will, however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS.

2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.

4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.

5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

6. By executing this contract, owner agrees that all vendor requirements, including but not limited to pre-qualification, insurance, W-9, etc., have been adequately met.

**SECOND RENEWAL OF THE AGREEMENT BETWEEN
THE CITY OF ST. AUGUSTINE
AND ENGINEERED SPRAY SOLUTIONS LLC FOR SANITARY SEWER MANHOLE
INSPECTIONS AND REHABILITATION PROJECT**

THIS RENEWAL AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210, St. Augustine, Florida 32085, and ENGINEERED SPRAY SOLUTIONS LLC, ("Contractor"), whose address is 1306 Banana Road, Lakeland, Florida 33810.

The City entered into an Agreement with Contractor on October 9, 2020 for Sanitary Sewer Manhole Inspections and Rehabilitation Project for a term ending on September 30, 2021. The Agreement included the option to renew up to four (4) consecutive years. On August 11, 2021, the Agreement was renewed for an additional two (2) year term, October 01, 2021 through September 30, 2023. The City and Contractor now desire to renew the Agreement for an additional two (2) year term, October 1, 2023 through September 30, 2025 (Renewal #2).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to the following:

1. The Agreement, Contract No. PW2020-05, is renewed for an additional two (2) year term beginning October 1, 2023 and ending September 30, 2025. For satisfactory performance of the Work outlined in the Contract during this additional term period, the City agrees to pay Contractor in accordance with the Agreement's Cost Schedule.

All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Contract #PW2020-05

Renewal #2

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name:

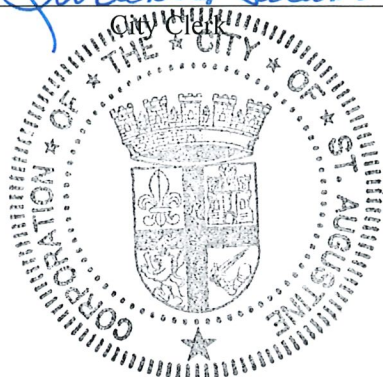
Darlene Salambos
City Clerk

By:

John P. Regan

Printed Name: John P. ReganTitle: City ManagerDate: 5/26/23

(SEAL)



ENGINEERED SPRAY SOLUTIONS LLC

Signed, sealed and delivered
in the presence of:

Jim Collier

Witness

Printed Name: Jim Collier

Adam Webb

Adam Webb (May 25, 2023 09:37 EDT)

Witness

Printed Name: Adam Webb

By:

Jim Collier (May 25, 2023 09:32 EDT)

Printed Name: Jim CollierTitle: Authorized rep/project managerDate: May 25, 2023

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez
Isabelle C. Lopez, City Attorney










Contract PW2020-06 Renewal #2 PAT for Sanitary Sewer Cleaning, Inspection, and Renewal.

















Final Audit Report

2023-05-25

Created:	2023-05-18
By:	Joshua Pfeiffer (jPfeiffer@citystaug.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoNb0-hgT55dkgtp9swh1sCtUdD6gXm9h

"Contract PW2020-06 Renewal #2 PAT for Sanitary Sewer Cleaning, Inspection, and Renewal." History

-  Document created by Joshua Pfeiffer (jPfeiffer@citystaug.com)
2023-05-18 - 8:54:06 PM GMT
-  Document e-signed by Joshua Pfeiffer (jPfeiffer@citystaug.com)
Signature Date: 2023-05-18 - 8:56:40 PM GMT - Time Source: server
-  Document emailed to Sharon Whitener (swhitener@citystaug.com) for signature
2023-05-18 - 8:56:42 PM GMT
-  Email viewed by Sharon Whitener (swhitener@citystaug.com)
2023-05-19 - 12:34:56 PM GMT
-  Document e-signed by Sharon Whitener (swhitener@citystaug.com)
Signature Date: 2023-05-19 - 12:36:03 PM GMT - Time Source: server
-  Document emailed to sslaughter@citystaug.com for signature
2023-05-19 - 12:36:07 PM GMT
-  Email viewed by sslaughter@citystaug.com
2023-05-19 - 12:40:59 PM GMT
-  Signer sslaughter@citystaug.com entered name at signing as Stephen Slaughter
2023-05-19 - 12:42:03 PM GMT
-  Document e-signed by Stephen Slaughter (sslaughter@citystaug.com)
Signature Date: 2023-05-19 - 12:42:05 PM GMT - Time Source: server

-  Document emailed to rfranklin@citystaug.com for signature
2023-05-19 - 12:42:07 PM GMT
-  Email viewed by rfranklin@citystaug.com
2023-05-19 - 12:46:01 PM GMT
-  Signer rfranklin@citystaug.com entered name at signing as Reuben Franklin
2023-05-19 - 12:46:35 PM GMT
-  Document e-signed by Reuben Franklin (rfranklin@citystaug.com)
Signature Date: 2023-05-19 - 12:46:37 PM GMT - Time Source: server
-  Document emailed to Diane Partridge (dpartridge@aegion.com) for signature
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-  Email viewed by Diane Partridge (dpartridge@aegion.com)
2023-05-25 - 7:27:15 PM GMT
-  Document e-signed by Diane Partridge (dpartridge@aegion.com)
Signature Date: 2023-05-25 - 7:28:00 PM GMT - Time Source: server
-  Document emailed to Janet Hass (jhass@aegion.com) for signature
2023-05-25 - 7:28:04 PM GMT
-  Email viewed by Janet Hass (jhass@aegion.com)
2023-05-25 - 8:17:31 PM GMT
-  Document e-signed by Janet Hass (jhass@aegion.com)
Signature Date: 2023-05-25 - 8:17:55 PM GMT - Time Source: server
-  Document emailed to Ursula Youngblood (uyoungblood@aegion.com) for signature
2023-05-25 - 8:17:57 PM GMT
-  Email viewed by Ursula Youngblood (uyoungblood@aegion.com)
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-  Document e-signed by Ursula Youngblood (uyoungblood@aegion.com)
Signature Date: 2023-05-25 - 10:12:56 PM GMT - Time Source: server
-  Agreement completed.
2023-05-25 - 10:12:56 PM GMT



MH#1	S Flagler Ave & S 9th St	Change ring and cover in asphalt
MH#2	1009 S Flagler Ave	Change ring and cover in asphalt
MH#3	S Flagler Ave & S 13th St	Change ring and cover in asphalt
MH#4	1320 S Flagler Ave	Change ring and cover in asphalt
MH#5	1340 S Flagler Ave	Change ring and cover in asphalt
MH#6	1401 S Flagler Ave	Change ring and cover in asphalt
MH#7	1427 S Flagler Ave	Change ring and cover in asphalt
MH#8	S Flagler Ave & S 15th St	Change ring and cover in asphalt
MH#9	1520 S Flagler Ave	Change ring and cover in asphalt
MH#10	S Flagler Ave & S 16th St	Change ring and cover in asphalt
MH#11	1620 S Flagler Ave	Change ring and cover in asphalt
MH#12	S Flagler & S 17th St	Change ring and cover in asphalt
MH#13	1723 S Flagler Ave	Change ring and cover in asphalt
MH#14	Oak Place & 19th	Change ring and cover in asphalt
MH#15	1843 Oak Place	Change ring and cover in dirt
MH#16	Oak Place Alley	Change ring and cover in dirt
MH#17	Oak Place Alley	Change ring and cover in dirt
MH#18	1920 Oak Place Alley	Change ring and cover in dirt
MH#19	Oak Place & 20th	Change ring and cover in asphalt
MH#20	2717 John Bull St.	Change ring and cover in asphalt
MH#21	2721 S Daytona	Change ring and cover in asphalt
MH#22	28th & S Daytona	Change ring and cover in asphalt
MH#23	19th St & Alley	Change ring and cover in asphalt
MH#24	2229 S Flagler Ave	Change ring and cover in asphalt
MH#25	601 S 23rd St (Palm Ave)	Change ring and cover in asphalt
MH#26	621 S 23rd St	Change ring and cover in asphalt
MH#27	637 S 23rd St	Change ring and cover in asphalt
MH#28	600 Palm Ave	Change ring and cover in asphalt
MH#29	Cumberland Dr & Palm	Change ring and cover in asphalt
MH#30	609 Cumberland Dr	Change ring and cover in asphalt
MH#31	630 Cumberland Dr	Change ring and cover in asphalt
MH#32	Yorkshire Dr & Palm Ave	Change ring and cover in asphalt
MH#33	613 Yorkshire Dr	Change ring and cover in asphalt
MH#34	Shearwood Dr & Palm Ave	Change ring and cover in asphalt
MH#35	613 Sherwood Dr	Change ring and cover in asphalt
MH#36	600 Springdale Dr	Change ring and cover in asphalt
MH#37	23rd & Springdale Dr	Change ring and cover in asphalt
MH#38	604 Springdale Dr	Change ring and cover in asphalt
MH#39	204 Ocean Palm Drive	Change ring and cover in dirt
MH#40	226 Ocean Palm Drive	Change ring and cover in dirt
MH#41	222 Ocean Palm Drive	Change ring and cover in dirt
MH#42	215 Ocean Palm Drive	Change ring and cover in dirt
MH#43	238 Ocean Palm Drive	Change ring and cover in dirt
MH#44	2546 Lakeshore Drive	Change ring and cover in asphalt
MH#45	Lakeshore Dr & Coventry	Change ring and cover in asphalt
MH#46	2566 Lakeshore Dr	Change ring and cover in asphalt
MH#47	2604 S Daytona & 26th	Change ring and cover in asphalt
MH#48	27th & Bulldog Rd (Hou)	Change ring and cover in asphalt
MH#49	629 Riverview Rd	Change ring and cover in asphalt

MH#50 804 John Bull St. Change ring and cover in asphalt



STAFF REPORT

Regular Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 6, 2024

Item Name: Annual CRS Progress Report on Implementation of Credited Plan

Background: The City of Flagler Beach participates in the CRS (Community Rating System). This is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the NFIP (National Flood Insurance Program). The current CRS cycle is Year 3 based on a 5-year rotation which expires April 26, 2026.

The City uses the Flagler County Local Mitigation Strategy (LMS) Floodplain Management Plan. This was adopted by the City Commission on April 22, 2021. (Ordinance 2021-13)

CRS activity 510 is the portion of the Plan that certifies the activities of the current cycle. It requires the approval of the municipality’s governing body before it can be submitted.

Fiscal Impact: None

Staff Recommendation: Approve the CRS Annual Progress Report.

Attachments: CRS Activity 510 Report

CRS Activity 510
Annual Progress Report on Implementation of Credited Plan

Which Plan is this for (use separate templates for each credited Plan):

Floodplain Management Plan (Hazard Mitigation Plan)

Repetitive Loss Area Analysis

Floodplain Species Plan Substantial Damage/Substantial Improvement Plan

Name of Community: City of Flagler Beach

Date this Annual Progress Report was prepared (not the date of adoption of the credited Plan): April 24, 2024

Name of Plan: The Flagler County Local Mitigation Strategy (LMS) serves as the City's Floodplain Management Plan.

Date of Adoption of Plan: Adopted by Resolution 2021-13, which was passed and adopted on April 22, 2021.

5 Year CRS Expiration Date: April 22, 2026

1. **How can a copy of the credited Plan be obtained:** A copy of this plan can be found on the Flagler County Emergency Management website, using this link:
<https://www.flaglercounty.gov/home/showpublisheddocument/5491/637683371105630000>
2. **Describe how *this annual progress report (not the credited Plan)* was prepared and how it was submitted to the governing body, released to the media, and made available to the public:** This progress report was prepared by CRS Coordinator Joyce Rebar, with input from Lee Richards (Program Coordinator for Engineering Services), Christine Novak (Special Projects/Grants Coordinator), and Penny Overstreet (City Clerk). The LMS was reviewed for recommendations, action items and projects. Our Grants Coordinator keeps an updated spreadsheet of Grant/Projects and their statuses. This progress report will be presented to the City Commission at the June 13, 2024 meeting as an item on the agenda. All meetings are attended by the public; also, agenda items are posted on the city website.
3. **Provide a description of the implementation of each recommendation or action item in the action plan or area analysis report, including a statement on how the project was implemented or not implemented during the previous year:**

See Attachment A

4. Discuss why any objectives were not reached or why implementation is behind schedule:

- a. Flagler Beach has hired the firm of McKim & Creed to prepare a report of major flooding in the city caused by storm runoff, tidal effects, and high water table levels. This report will translate into a stormwater master plan update – it will identify the contributing factors that lead to flooding and attempt to create projects to address them.
- b. The city has hired a City Engineer who will start as a full-time employee May 20, 2024.

5. What are the recommendations for new projects or revised recommendations?

- a. Stormwater Drainage Master Plan.
- b. Grants for Elevating Flood-Prone Residential Homes through the 2024-2025 FMA Grant Program.
- c. Entering data into new software (Forerunner), a GIS-based program to manage all Floodplain and Stormwater Administration. This data will be open on the City's website to share with the public.
- d. Phase 2 of HMGP Grant (Construction) to mitigate flooding along S. Flagler Avenue from State Rte. 100 to S. 7th Street.
- e. Aggressive program to manage stormwater flow on numbered streets by patching the entrances of all the City's sand roads.

APPENDIX A

Section 7, Item g.

City of Flagler Beach Grant Status as of (04/15/2024)								
Grant Name	Agency	Date Applied	Award Date	Amount of Grant	Cost Share	Current Status	Grant Coordinator(s)	Reporting Staff/ Third Party
Project # 279 Grant # 4564-037-R (068) City of Flagler Beach, Lambert Ave, Drainage - Phase I	HMGP FEMA	3/7/2022	Pending	\$896,049	90% Federal 10% Local	Pending Award	Lee Richards	Lee Richards / Chris Novak
Project # 236 HMGP 4468(034) R Dorian Wickline Complex Hardening	HMGP FEMA	10/19/2022	5/7/2022	\$417,200	75% Federal 25% City	Project is complete and the final closeout has been process. The final contingency payment has been processed and is ready for final payment. Quarterly reporting was sent and confirmed with the Program Manager on 04/03/2024.	Lee Richards	Lee Richards
Project # 255 Contract # 38125 - Slip Lining Phase 3 Sewer Laterals	SJRWMD	2/16/2022	5/18/2022	\$739,658 SJRWMD Share	\$250,000 City Share	Project is complete as of 3/14/2024. Quarterly Reporting, RFR # 3 in the amount of \$706,205.89. Project close out and deliverables have been sent on 04/10/2024 for review. Laterals Cleaned / TV Video (231), Laterals Lined (202) and (2) Lift Stations have been rehabed. Final project came in on budget.	Lee Richards	Mead & Hunt
Project # 230 HMGP 4486(016) R COVID Flood Mitigation S. Flagler Ave. Rte. 100 - S. 7th St.	HMGP FEMA	11/16/2021	Phase I 11/22/2022	\$105,000	90% Federal 10% Local	Project is currently in the design phase. Quarterly reporting for the period of Jan. - March 2024 was submitted on 04/11/2024. RFR # 2 was also submitted for reimbursement in the amount of \$14,764.61.	Lee Richards	Lee Richards
Project # 246 ARPA	Federal	4/13/2022	4/13/2022	\$2,565,873	100% Federal	al Reporting is due 04/30/2024 currently working reporting updates.	Lee Richards	Rhonda Allen / Chris Novak
Project # 243 NFWF Foundation Grant for Coastal Projects FY21-22 GAA #22PLN36 Vulnerability Assessment and Adaptation Action Plan	FDEP	2/14/2022	1/30/2023	100,000.00	No Cost to City	Project in the final "study phase." 04/11/2024 Quarterly reporting for the period of Jan. - March 2024 was submitted along with RFR # 2 in the amount of \$8,959.20.	Lee Richards	Lee Richards / Mead & Hunt
Project # 271 ARPA Lift Station Rebuilds	Federal	4/13/2022	3/20/2023	\$710,000	No Cost to City	Project under Construction: Construction Bid was approved by the commission on 2/8/2024. Project was awarded to ECS as the lowest bidder, contractor was issued a notice to proceed on 2/23/2024. A pre-con meeting was held on 2/28/2024. Contractor has mobilized and waiting on material for delivery.	Lee Richards	Lee Richards

Grant Name	Agency	Date Applied	Award Date	Amount of Grant	Cost Share	Current Status	Grant Coordinator(s)	Reporting Staff/ Third Party
<p>Project # 532,533,534,535,536 HA009 - Hurricane Stormwater and Wastewater Assistance Grant: Lift Station Rehabilitation/Raising, Manhole Cover Retrofits, and WWTF Improvements</p>	FDEP - Agreement # HA009	3/31/2023	5/8/2023	\$4,500,525	100 % FDEP	<p>Approved for grant in the amount of \$4.5 million on 4/28/23. \$2,260,900 will go toward building four new lift stations and twenty manholes receiving rings and covers. \$2,239,635 will go towards a master lift station at the WWTP. Project start date: 10/09/2023 - Lift Stations Rehabilitation & CIPP . WWTP - October 9th, with cleaning and televising and the installation of lateral connection seals. Project cost breakdown: \$2,260,900 Stormwater \$ 2,239,625 WWTP. As of 12/5/2023 (2) Lift Stations have been rehabilitated and the City has purchased the manhole covers for retrofit. 04/12/2024 Quarterly Reporting had been submitted. RFR # 1 was submitted as well in the amount of \$169,253.61. Manhole covers have been delivered and city staff is preparing a bid package for construction. Lift Station design is now at 60% and under review by City Staff.</p>	Lee Richards	Lee Richards



STAFF REPORT

Regular City Commission

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 7, 2024

Item Name: Resolution 2024-34, a resolution of the City of Flagler Beach, Florida, approving an expenditure to Rogers Environmental Inc., for the installation of 10,750 linear feet of sand fencing providing for conflict and effective date.

Background: The City Commission has long sought to have sand-fencing installed along the northern limits of Highway A1A to serve as a physical barrier to protect dunes and vegetation. The Florida Department of Transportation has donated the fencing and posts, which have been delivered to the City. Mr. Rob Smith, Sanitation Director, has coordinated the logistics of storage, preparation, installation, and disposal with the contractor.

The contractor had originally submitted a proposal in June, 2023, and, at staff request, has provided a revised proposal for the same project.

Fiscal Impact: The proposal from Rogers Environmental is for \$204,250 (last year’s proposal was \$190,597.50). The project will require a budget amendment, transferring \$200,000 from the General Fund, Fund Balance (Reserves) to the General Fund, City Commission Department, Improvements (Expense Line 001.5111.606300).

Staff Recommendation: Staff recommends approval of Resolution 2024-34.

Attachments: Resolution 2024-34
Invoice from Rogers Environmental

RESOLUTION 2024-34

A RESOLUTION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT AND EXPENDITURE TO ROGERS ENVIRONMENTAL INC., FOR THE INSTALLATION OF 10,750 LINEAR FEET OF SAND FENCING PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City Commission has long sought to have sand-fencing installed along the northern limits of Highway A1A to serve as a physical barrier to protect dunes and vegetation; and

WHEREAS, the Florida Department of Transportation has donated the fencing and posts, and Staff has coordinated the logistics of the project and is ready to proceed; and

WHEREAS, a budget amendment is necessary to move \$200,000 from the General Fund, Fund Balance (Reserves) (001.3800.389110), to the General Fund, City Commission Department, Improvements (001.5111.606300).

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

SECTION 1. The Flagler Beach City Commission approves payment of an invoice to Rogers Environmental in the amount of \$204,250.00 for installation of 10,750 linear feet of sand fencing.

SECTION 2. The Flagler Beach City Commission approves a budget amendment to move \$200,000 from the General Fund, Fund Balance (Reserves) (001.3800.389110), to the General Fund, City Commission Department, Improvements (001.5111.606300) to fund the expenditure.

SECTION 3. 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 JUNE, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Rogers Environmental, Inc.
PO BOX 4696
DELAND, FL 32721
(386) 804-2894
jmrogers70@aol.com



ROGERS ENVIRONMENTAL

Estimate

ADDRESS
City of Flagler Beach

ESTIMATE # 2684
DATE 05/30/2024

JOB SUPERVISOR
Dale Martin

JOB LOCATION
Flagler Beach Sand Fencing

DATE	ACTIVITY	QTY	RATE	AMOUNT
06/12/2023	Misc. Labor & Installation of Sand Fencing- (LF) * Includes labor to cut posts and sand fencing (no material included) * 5 FT spacing * Installed per DOT spec.	10,750	19.00	204,250.00

Please note: Project area is to be clear, dry, and trenchable. Rogers Environmental, Inc. will not be responsible for rock excavation. Rogers Environmental, Inc. also reserves the right to re-negotiate its lineal footage price based on the finding of rock, excessive water and/or mud, and untrenchable conditions. No maintenance is included in this price.

TOTAL **\$204,250.00**

Accepted By

Accepted Date

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ORDINANCE NO. 2024-_____

**AN ORDINANCE OF THE CITY OF FLAGLER
BEACH, FLORIDA, AMENDING CHAPTER 14
“OFFENSES AND MISCELLANEOUS PROVISIONS”
OF THE CODE OF ORDINANCES TO ADD ARTICLE
VIII “JUVENILE CURFEW”**

WHEREAS, Florida Statutes Sections 877.20 through 877.24 provide a curfew framework for minors that only applies in a municipality where the governing body has adopted an ordinance incorporating these statutory provisions by reference; and

WHEREAS, the City Commission of the City of Flagler Beach has determined it to be in the best interest of the City of Flagler Beach, its residents, business, and visitors to adopt an ordinance incorporating the juvenile curfew program recognized by State law.

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

SECTION 1. The recitals outlined above are incorporated by reference herein as findings of fact.

SECTION 2. Chapter 14, Article VIII, Section 14-120 is hereby created and shall read as follows:

14-120. – “Curfew for underage persons and parental responsibility.”

The provisions of F.S. §§ [877.20](#)—[877.24](#) are hereby adopted by reference.

SECTION 3. Ordinances in Conflicts. All ordinances or parts thereof, which may be determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to the extent of such conflict.

SECTION 4. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED by the City Commission of the City of Flagler Beach, Florida, this _____ day of _____.

City of Flagler Beach, Florida

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By: _____
Patti King, Mayor

Attest: _____
Penny Overstreet, City Clerk

877.20 Local juvenile curfew ordinances; legislative intent.—It is the intent of the Legislature to protect minors in this state from harm and victimization, to promote the safety and well-being of minors in this state, to reduce the crime and violence committed by minors in this state, and to provide counties and municipalities with the option of adopting a local juvenile curfew ordinance by incorporating by reference the provisions of ss. 877.20-877.25.

History.—s. 82, ch. 94-209.

877.21 Definitions; ss. 877.20-877.25.—As used in ss. 877.20-877.25, the term:

(1) “Emergency” means an unforeseen combination of circumstances which results in a situation that requires immediate attention to care for or prevent serious bodily injury, loss of life, or significant property loss. The term includes, but is not limited to, a fire, a natural disaster, or an automobile accident.

(2) “Establishment” means a privately owned place of business to which the public is invited, including, but not limited to, a place of amusement or a place of entertainment.

(3) “Minor” means any person under 16 years of age.

(4) “Parent” means a person who has legal custody of a minor as a:

(a) Natural or adoptive parent.

(b) Legal guardian.

(c) Person who stands in loco parentis to the minor.

(d) Person who has legal custody of the minor by order of the court.

(5) “Public place” means a place to which the public has access, including, but not limited to, streets, highways, public parks, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, and shops.

(6) “Remain” means to stay unnecessarily in a particular place.

History.—s. 83, ch. 94-209.

877.22 Minors prohibited in public places and establishments during certain hours; penalty; procedure.—

(1)(a) A minor may not be or remain in a public place or establishment between the hours of 11:00 p.m. and 5:00 a.m. of the following day, Sunday through Thursday, except in the case of a legal holiday.

(b) A minor may not be or remain in a public place or establishment between the hours of 12:01 a.m. and 6:00 a.m. on Saturdays, Sundays, and legal holidays.

(2) A minor who has been suspended or expelled from school may not be or remain in a public place, in an establishment, or within 1,000 feet of a school during the hours of 9:00 a.m. to 2:00 p.m. during any school day.

(3) A minor who violates this section shall receive a written warning for her or his first violation. A minor who violates this section after having received a prior written warning is guilty of a civil infraction and shall pay a fine of \$50 for each violation.

(4) If a minor violates a curfew and is taken into custody, the minor shall be transported immediately to a police station or to a facility operated by a religious, charitable, or civic organization that conducts a curfew program in cooperation with a local law enforcement agency. After recording pertinent information about the minor, the law enforcement agency shall attempt to contact the parent of the minor and, if successful, shall request that the parent take custody of the minor and shall release the minor to the parent. If the law enforcement agency is not able to contact the minor's parent within 2 hours after the minor is taken into custody, or if the parent refuses to take custody of the minor, the law enforcement agency may transport the minor to her or his residence or proceed as authorized under part IV of chapter 39.

History.—s. 84, ch. 94-209; s. 1432, ch. 97-102; s. 52, ch. 98-280; s. 17, ch. 2010-117; s. 51, ch. 2011-213.

877.23 Legal duty of parent; penalty.—

(1) The parent of a minor has a legal duty and responsibility to ensure that the minor does not violate s. 877.22(1).

(2) The parent of a minor has a legal duty and responsibility to personally supervise, or arrange for a responsible adult to supervise, the minor so that the minor does not violate s. 877.22(2).

(3) The parent of a minor who knowingly permits the minor to violate s. 877.22(1) or (2) shall receive a written warning for a first violation. A parent who knowingly permits the minor to violate s. 877.22(1) or (2) after having received a prior written warning is guilty of a civil infraction and shall pay a fine of \$50 for each violation.

History.—s. 85, ch. 94-209.

877.24 Nonapplication of s. 877.22.—Section 877.22 does not apply to a minor who is:

(1) Accompanied by his or her parent or by another adult authorized by the minor's parent to have custody of the minor.

(2) Involved in an emergency or engaged, with his or her parent's permission, in an emergency errand.

(3) Attending or traveling directly to or from an activity that involves the exercise of rights protected under the First Amendment of the United States Constitution.

(4) Going directly to or returning directly from lawful employment, or who is in a public place or establishment in connection with or as required by a business, trade, profession, or occupation in which the minor is lawfully engaged.

(5) Returning directly home from a school-sponsored function, a religious function, or a function sponsored by a civic organization.

(6) On the property of, or on the sidewalk of, the place where the minor resides, or who is on the property or sidewalk of an adult next-door neighbor with that neighbor's permission.

(7) Engaged in interstate travel or bona fide intrastate travel with the consent of the minor's parent.

(8) Attending an organized event held at and sponsored by a theme park or entertainment complex as defined in s. 509.013(9).

History.—s. 86, ch. 94-209; s. 1433, ch. 97-102.

877.25 Local ordinance required; effect.—Sections 877.20-877.24 do not apply in a county or municipality unless the governing body of the county or municipality adopts an ordinance that incorporates by reference the provisions of ss. 877.20-877.24. Sections 877.20-877.24 do not preclude county or municipal ordinances regulating the presence of minors in public places and establishments which provide restrictions more stringent or less stringent than the curfew imposed under s. 877.22.



STAFF REPORT

Regular City Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 8, 2024

Item Name: Ordinance 2024-09, an ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for 0.11+/- acres of certain real property located on North 6th Street with tax parcel I.D. number 12-12-31-4500-00020-0081 from Commercial to Single Family Residential; providing for conflict; providing an effective date hereof - first and final reading.

Background: The Planning & Architectural Review Board reviewed this item at their May 07, 2024 meeting. The planning Board approved the item unanimously. Motion by Joann Soman to recommend approval with incorporation of the findings made by Planning Staff. Lisa Smith seconded the motion. The motion carried unanimously.

Analysis: Planner Criteria Parameters:

A. The proposed amendment does not conflict with or is contrary to the public interest;

Finding: The requested change will allow the applicant to develop the property to submit their continued residence on the neighboring property. Due to unique circumstances, the property is difficult to develop under its current zoning.

B. The proposed rezoning is consistent with the Goals, Objectives and Policies of the Comprehensive Plan

Finding: The requested use of the property is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan, as follows.

Objective A.1.13 9J-5.006(3)(b)3

Coordinate all new development and rezoning with the land use categories, densities and intensities as outlined in the City's adopted Comprehensive Plan.

Policy A.1.13.2 9J-5.006(3)(c)2

The City of Flagler Beach shall discourage the issuance of variances, special use permits, building permits or zoning changes in any case where the proposed land use is not consistent with the City of Flagler Beach duly adopted Comprehensive Plan.

C. The proposed rezoning must not impose a significant financial liability or hardship for the City;

Finding: Any improvements that result from development after the rezoning that may require public improvements will be ensured via a Performance/Maintenance Bond (Site Plan Application level)

D. The proposed rezoning must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Finding: The requested amendment does not pose an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The change in Future Land Use Map designation for the property under consideration is in harmony with the comprehensive plan and consistent with the requested zoning designation as it relates to adjoining properties.

Fiscal Impact: N/A

Staff Recommendation: Approve Ordinance 2024-09, approving a Future Land Use Map Amendment Application RZ#24-0001 to change Parcel I.D. No. 12-12-31-4500-00020-0081 from Commercial to Medium Family Residential *based* upon findings of fact which demonstrate the amendment request is following all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Attachments: Ordinance 2024-09, Rezoning Application, Survey, Location Map, Legal Advertisement, Public Notification, Future Land Use Map, and Zoning Map.

ORDINANCE 2024- 09

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP DESIGNATION FOR 0.11+/- ACRES OF CERTAIN REAL PROPERTY LOCATED ON NORTH 6th STREET WITH TAX PARCEL ID NUMBER 12-12-31-4500-00020-0081 FROM COMMERCIAL TO SINGLE FAMILY RESIDENTIAL; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the Comprehensive Plan Future Land Use Map for the property described herein; and

WHEREAS, the existing designation for the Subject Property is Commercial and the request is to amend the Future Land Use Map Designation to Medium Density Residential; and

WHEREAS, the request is compliant with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the property satisfies the criteria for a small scale amendment under Section 163.3187, Florida Statutes; and

WHEREAS, the City Commission, as the City’s governing body, has held a public hearing for adoption to consider the amendment to the City of Edgewood Comprehensive Plan in accordance with the controlling provisions of State law; and

WHEREAS, the Planning and Architectural Review Board has recommended the City Commission amend the Future Land Use Map designation as requested by the applicant.

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

SECTION 1. The City of Flagler Beach Comprehensive Plan Future Land Use Map is hereby changed to amend the designation of the parcel located at 112 North 6th Street with Tax Parcel ID 12-12-31-4500-00020-0081 and described as:

GEORGE MOODY SUBD BLOCK 2 WEST 30 FT OF LOT 8 OR
53 PG 211 OR 277 PG 970 OR 1081 PG 894 OR 1653/967 OR
1708/1855-DEED IN LIEU OF FORECLOSURE OR 2022/186 OR
2174/1096-RDMAN KATHERINE KOVACH, SARAH SEVERA
LUKE MOMMAERTS & CORINA MOMMAERTS

from Commercial to Medium Density Residential.

SECTION 2. The City Clerk is hereby directed to transmit a copy of this amendment of the Comprehensive Plan to the State Land Planning Agency.

SECTION 3. If any Section, Subsection, sentence, clause, phrase, or portion of this ordinance, or application thereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. This Ordinance and small scale amendment shall become effective 31 days after adoption. If challenged within 30 days after adoption, said amendment shall not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a final order determining the adopted small scale amendment is in compliance, pursuant to *Florida Statute* 163.3187(3)(c).

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

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EXHIBIT "A" to Ordinance 2019-18

Legal Description of the Southernmost 3 acres
PARCEL ID #11-12-31-0650-000A0-0071

A PART OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 88° 27' 09" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 2459 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE NORTH-EASTERLY, HAVING A RADIUS OF 1539.72 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 345.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39° 55' 42" EAST AND A CHORD DISTANCE OF 344.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 46° 2' 143" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 177.58 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1108.26 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 869.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23° 53' 19" EAST AND A CHORD DISTANCE OF 847.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01° 24' 55" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 433.85 FEET; THENCE NORTH 89° 29' 02" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 682.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE NORTH 01° 40' 05" WEST ALONG SAID WEST LINE, A DISTANCE OF 1589.33 FEET TO THE POINT OF BEGINNING.

Legal Description of the Northernmost 4 acres
PARCEL ID #11-12-31-0385-00000-0010

LOT 1, OF THE SUBDIVISION PLAT OF BEACH VILLAGE AT FLAGLER BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 36, PAGES 77 AND 78, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

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City of Flagler Beach

Section 8, Item b.

Planning and Building Department Staff Report

OVERVIEW

Case Number: Application No. FLUMA #24-0001
Applicant: Joseph Kovach, Jr. and Jeanne A Mommaerts H&W Life Estate
Property Owner: Joseph Kovach, Jr. and Jeanne A Mommaerts H&W Life Estate
Property Description: Improved, generally flat
Site Location: 6th Street North between Central Avenue & Ocean Shore Boulevard
Property ID #: 12-12-31-4500-00020-0081
Current FLUM designation:... Commercial
Current Zoning designations: General Commercial
Current Use: Vacant
Total Acreage: ±0.11 acres (4,964 sq. ft.)

A. REQUESTED ACTION

Application Type: Future Land Use Map amendment request: **(See Attachment #1)**

Requested Action: Planning and Land Development Regulation Board recommend to City Commission; Approve application request per **Land Development Regulations; Article VIII. Administration and Enforcement** the Property ID# of which is 12-12-31-4500-00020-0081 **(See Attachment #2, Survey & Attachment #3 Location Map).**

B. SUMMARY IN BRIEF:

A Future Land Use Map amendment request with a companion rezoning application to allow the property owner to develop the property with an accessory dwelling unit (ADU) in conjunction with the existing house at 112 North 6th Street. Under the current zoning, a single family residence could be built on the subject property, however, the owners wish to construct an ADU smaller than the required minimum size for a house. An accessory use can only be built in conjunction with an allowed primary use.

The owners plan to join the two properties, which requires a rezoning and Future Land Use amendment to avoid a split zoning.

The project would be consistent with the proposed Future Land Use Map designation.

C. PUBLIC NOTIFICATION:

Land Development Regulations: Section 8.04.12.

1. Legal Advertisement: Circulation in a newspaper of daily has been accomplished in keeping with the required public notification timeframe **(See Attachment #4 Legal Advertisement)**. To date, the City has not received any formal notices or comments from members of the public regarding the application request.

2. Public Notification: Property owners within a radius of five hundred (500) feet of the rezoning request have been notified by certified mail of the intent to rezone (**See Attachment #5 Public Notification**).

D. BACKGROUND

A rezoning request with a companion Future Land Use Map amendment to allow the property owner to develop the property with an accessory dwelling unit (ADU) in conjunction with the existing house at 112 North 6th Street. Under the current zoning, a single family residence could be built on the subject property, however, the owners wish to construct an ADU smaller than the required minimum size (900 square feet) for a house.

The Zoning Code allows "Customary accessory uses and structures clearly incidental to one (1) or more permitted uses and structures" in the SFR District, this has traditionally been interpreted to include additional bedroom and bathroom structures without a full kitchen. These units are commonly known as "mother-in-law suites." An accessory use can only be built in conjunction with an allowed primary use.

The lot is unusual in that it was split in half to allow a utility easement on the eastern half, which makes building a viable commercial building difficult.

The owners plan to join the two properties, which requires a rezoning and Future Land Use amendment to avoid a split zoning.

The project would be consistent with the proposed Future Land Use Map designation.

The legal description of Parcel ID #12-12-31-4500-00020-0081 which is described as follows:

THE WESTERLY 30 FEET OF LOT 8, BLOCK 2, MOODY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

E. ANALYSIS

FUTURE LAND USE AND ZONING INFORMATION

The following table summarizes the existing and proposed land use and zoning information:

USE SUMMARY TABLE:

CATEGORY	EXISTING	PROPOSED
Future Land Use Map (FLUM)	Commercial (See Attachment #6 FLUM)	Medium Density Residential
Zoning District	General Commercial (See Attachment #7 Zoning Map)	Single Family Residential
Overlay District	Mixed Use Overlay District	N/A
Use	Vacant	Accessory Dwelling Unit
Acreage	±0.11 acres	±0.11 acres
Access	N. 6 th Street	N. 6 th St.

F. SURROUNDING LAND USES AND COMPATIBILITY:

North: FLUM: Commercial
Zoning: General Commercial

South: FLUM: Commercial
Zoning: General Commercial

East: FLUM: Commercial
Zoning: General Commercial

West: FLUM: Medium Density Residential
Zoning: Single Family Residential

G. Analysis: Planner Criteria Parameters:

A. The proposed amendment does not conflict with or is contrary to the public interest;

Finding: The requested change will allow the applicant to develop the property to submit their continued residence on the neighboring property. Due to unique circumstances, the property is difficult to develop under its current zoning.

B. The proposed rezoning is consistent with the Goals, Objectives and Policies of the Comprehensive Plan

Finding: The requested use of the property is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan, as follows.

Objective A.1.13 9J-5.006(3)(b)3

Coordinate all new development and rezoning with the land use categories, densities and intensities as outlined in the City's adopted Comprehensive Plan.

Policy A.1.13.2 9J-5.006(3)(c)2

The City of Flagler Beach shall discourage the issuance of variances, special use permits, building permits or zoning changes in any case where the proposed land use is not consistent with the City of Flagler Beach duly adopted Comprehensive Plan.

C. The proposed rezoning must not impose a significant financial liability or hardship for the City;

Finding: Any improvements that result from development after the rezoning that may require public improvements will be ensured via a Performance/Maintenance Bond (Site Plan Application level)

D. The proposed rezoning must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Finding: The requested amendment does not pose an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The change in Future Land Use Map designation for the property under consideration is in harmony with the comprehensive plan and consistent with the requested zoning designation as it relates to adjoining properties.

RECOMMENDATION:

Approve Future Land Use Map amendment Application RZ#24-XX-XX to change Parcel I.D. No. 12-12-31-4500-00020-0081 from Commercial to Medium Family Residential based upon findings of fact which demonstrate the amendment request is following all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

ATTACHMENTS:

Attachment 1 – Rezoning Application
Attachment 2 – Survey
Attachment 3 - Location Map
Attachment 4 - Legal Advertisement
Attachment 5 –Public Notification
Attachment 6- Future Land Use Map
Attachment 7 - Zoning Map



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

Section 8, Item b.

RECEIVED

GENERAL APPLICATION	
<input type="checkbox"/> Final Site Plan	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Master Site Plan	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Site Development Plan(s)	<input type="checkbox"/> Plat Vacating
<input type="checkbox"/> Rezoning	<input type="checkbox"/> Subdivision Master Plan
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Non-statutory Land Division/Parcel Reconfiguration
<input checked="" type="checkbox"/> Future Land Use Map Amendment	<input type="checkbox"/> Site Plan Modification (Post approval)
<input type="checkbox"/> Special Exception	<input type="checkbox"/> Development Order Modification
<input type="checkbox"/> Variance	<input type="checkbox"/> Wireless Communication Facility (new structure)

MAR 28 2024

City of Flagler Beach
Building Department

Application Submittal Date: 3-28-24

Fee Paid: \$ 1,035.00 Date Received: 3-28-24

Employee Accepting Application (print name): Bennie Brauner

Rejected Date: _____ Rejected by: _____

Reason for Rejection: _____

- A. PROJECT NAME: Rezoning Lot 8W
- B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): Lot 8W is adjacent to 112 N 6th St.
- C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 1212 3145 00000 200081
- D. LEGAL DESCRIPTION: _____ Subdivision Name: George Moody
- Section; _____ Block(s); 2 Lot(s); West 30 ft of Lot 8
- E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 3,000 sq ft
- F. FUTURE LAND USE MAP DESIGNATION: Commercial EXISTING ZONING DISTRICT: General Commercial
- OVERLAY DISTRICT: _____
- G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____
- H. CURRENT USE OF PROPERTY: Vacant
- I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) To rezone Lot 8W to single fam. res./low density res. in order to combine it with Lot 7 in order to build an ADU/Poolhouse.
- J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

Section 8, Item b.

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: City of Flagler Beach

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: <u>Joseph Kovach</u>	Name:
Mailing Address: <u>112 N 6TH ST FB.</u>	Mailing Address:
Phone Number: <u>330-317-6641</u>	Phone Number:
E-mail Address: <u>49Kovach@gmail.com</u>	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

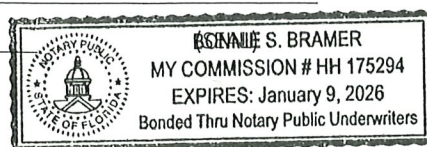
Signature of owner OR person authorized to represent this application:

Signature(s): Joseph Kovach

Printed or typed name(s): Joseph Kovach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28 day of March 2024 by Joseph Kovach individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type _____

Bonnie Bramer
Signature of Notary Public, State of Florida





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

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

Application for Amendment to the City of Flagler Beach Comprehensive Plan

Small Area Amendment: (Sec. 163.33187,FS) _____

Under 1 Acre ☒ Over 1, Under 10 Acres _____

Fees: \$ _____

Regular Amendment _____ Number of Acres _____

Fees: \$ _____

Any party requesting a change of land use must provide the city with sufficient information to determine the practicality of effecting such a change. The party making such a request must provide the following information to the city building department, on a form provided by the city and pay a fee established by the city commission which may be amended as experience dictates:

Part I. Applicant / Owner Information

Applicant's Name: Joseph Kovach

Applicant's Address: 112 N 6th St Flagler Beach, FL 32136

Applicant's Contact Numbers: Home 330-317-6641 Business _____ FAX _____

Applicant's E-mail (if applicable): 49kovach@gmail.com

If the Owner is different from the Applicant please fill out the following:

Owner's Name: _____

Owner's Address: _____

Owner's Contact Numbers: Home _____ Business _____ FAX _____

Owner's E-mail (if applicable): _____

Part II. Parcel Description

Parcel ID Number: 1212314500 0002000B1

Legal Description: (Attach if necessary) _____

The Westerly 305th of Lot 8, Block 2, Moody Subdivision, recorded in Map Book 1, Page 24 of the Public Records of Flagler County Florida

Number of Acres or Fraction Thereof: 0.069 A

Existing Land Use Designation: Commercial - General

Application for amendment to Comp. Plan

12/9/2003

Proposed Land Use Designation: Single Family Residential

Number of Units to Be Developed; by type: 1

Roads Serving Site: N 6th St

Recreational facilities serving site: _____

	Yes	No
Will the Site be served by: Central Water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Central Sewer?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is the Site in 100-year Flood Zone?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Does Site Contain Critical Habitat for Endangered/Threatened Species?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Will proposed change affect beach accessibility?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Please state the reason for the requested change:

The purpose of this change request is to change the zoning of lot 8 West to Single Family Residential in order to combine it with Lot 7 to build an addition or pool house on the combined property.

Part III: Attachments Checklist

The information and attachments requested as part of this application are the minimum necessary to determine if the proposed amendment complies with the requirements of the Florida Statutes, Administrative Code, Comprehensive Land Use Plan (CLUP) and the Land Development Code (LDC). The City may require additional information at any time during the application process, depending on the nature of the request.


- ☒ DEED/AFFIDAVIT OF OWNERSHIP OR CONTRACT FOR PURCHASE (COPY)
- ☐ OWNER'S AGENT AUTHORIZATION FORM
- ☒ SURVEY (1"=20', With Raised Seal and Signature of Florida Registered Surveyor or Engineer)
- ☒ PROVIDE A MAP SHOWING THE PROPOSED FUTURE LAND USE MAP DESIGNATION OF THE SUBJECT PARCEL AND ITS LOCATION IN RELATION TO THE SURROUNDING STREET NETWORK.
- ☒ PROVIDE A MAP SHOWING THE CURRENT LAND USE DESIGNATION OF THIS SUBJECT AND ABUTTING PARCELS ON THE FUTURE LAND USE MAP
- ☒ PROVIDE A DESCRIPTION OF THE AVAILABILITY OF AND DEMAND ON THE FOLLOWING PUBLIC FACILITIES; SANITARY SEWER, SOLID WASTE, DRAINAGE, POTABLE WATER, TRAFFIC CIRCULATION AND RECREATION.
- ☒ DESCRIPTION OF HOW THE PROPOSED AMENDMENT IS CONSISTENT WITH THE INTENT AND PURPOSE OF THE CITY OF FLAGLER BEACH COMPREHENSIVE LAND USE PLAN
- ☒ DESCRIPTION OF HOW THE PROPOSED AMENDMENT WILL ENCOURAGE THE MOST APPROPRIATE USE OF LAND AND CITY RESOURCES, CONSISTENT WITH THE PUBLIC INTEREST
- ☒ PROVIDE AN ANALYSIS, INCLUDING SOILS, TOPOGRAPHY, NATURAL RESOURCES AND HISTORIC RESOURCES OF THE SUBJECT PARCEL
- ☐ OTHER INFORMATION REQUIRED FOR COMPLIANCE WITH STATE STATUTES AND CODES AND LDR

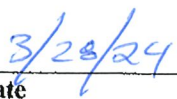
NOTE: Approval of an application for a land use change amendment to the comprehensive plan does not reserve infrastructure capacity for future development.

NOTE: Should your request for a Comprehensive Plan Amendment also require a re-zoning, you must submit the requests at the same time. A separate re-zoning application is required.

***** CERTIFICATION *****

I hereby certify that the information contained in this application and the attachments hereto are true and correct to the best of my knowledge and belief. Furthermore, I acknowledge that the City has the right to inspect the property in conjunction with this Comprehensive Land Use Plan amendment application. (Please advise the City of any restrictions or limitations on the inspections.)


Signature of Applicant


Date

Prepared By and Return To:
Suncoast Title Insurance Agency, Inc.
15 Cypress Branch Way, Suite 203
Palm Coast, FL 32164
incidental to the issuance of a title insurance policy.
File Number: 14-0467
Parcel ID: 121231-4500-00020-0081

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED dated August 29, 2014, by
J Ryan Realty, LLC, a New York Limited Liability Company
whose post office address is:
18 E 41st Street, Suite 1906, New York, NY 10017
hereinafter called the GRANTOR, to
Joseph Kovach, Jr. and Jeanne Mommaerts, husband and wife
whose post office address is:
600 N Central Avenue, Flagler Beach, FL 32136.
hereinafter called the GRANTEE

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situated in Flagler County, Florida, viz:

The Westerly 30 feet of Lot 8, Block 2, MOODY'S SUBDIVISION, according to the plat thereof, as recorded in Map Book 1, Page 24, of the Public Records of Flagler County, Florida.

Grantor warrants this VACANT Property.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2014 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in FEE SIMPLE forever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of the following *TWO DIFFERENT* WITNESSES:

#1 Witness Donna Bamba J Ryan Realty, LLC, a New York Limited Liability Company
Signature: [Signature]
Print Name: DONNA Bamba BY: Bernard Gans, Member
#2 Witness Sustan Shimcarke
Signature: [Signature]
Print Name: Sustan Shimcarke
State of: NEW YORK
County of: FLAGLER NY

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on 29th day of August, 2014 by: BERNARD GANS, MEMBER, J RYAN REALTY, LLC, A NEW YORK LIMITED LIABILITY COMPANY who is personally known to me or who has produced a DRIVERS LICENSE as identification and who did take an oath.

(Notary Seal)

NOTARY PUBLIC Signature: [Signature]
My Commission # 01VA6238175
Expires: 4/4/15 Print Name: Claire Van Kirk

CLAIRE VAN KIRK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6238175
Qualified in New York County
My Commission Expires April 04, 2015

Attachments for Future Land Use Amendment

This project is consistent and compatible with Policy C.1.5.1 of the Future Land Use Plan. The proposed structure on this property will have a goal of net zero energy construction (Objective C.1.7). Although there are no wetlands near this property, half of this lot will provide for a natural buffer between the commercial and low density residential areas (Objective A.2.2). This project will also increase the ad valorem tax base (Objective A.1.4)

Description of Availability of Public Facilities

The future Poolhouse/ADU structure will connect water from the 112 N 6th St residence. Sewer will be connected to the sewer line located on the easement on Lot 8 East.

Description of How This Amendment is Consistent with Intent Plan

Policy C.1.5.1

The structure on this lot will be consistent and compatible with the surrounding neighborhood. In the last several years, houses on the most adjacent lots to the west and north of the property have added additions to their current structure (600 N Central, 609 N Central) or an ADU (700 N Central).

Description of How Amendment Encourage Appropriate Land Use

Objective A.2.2

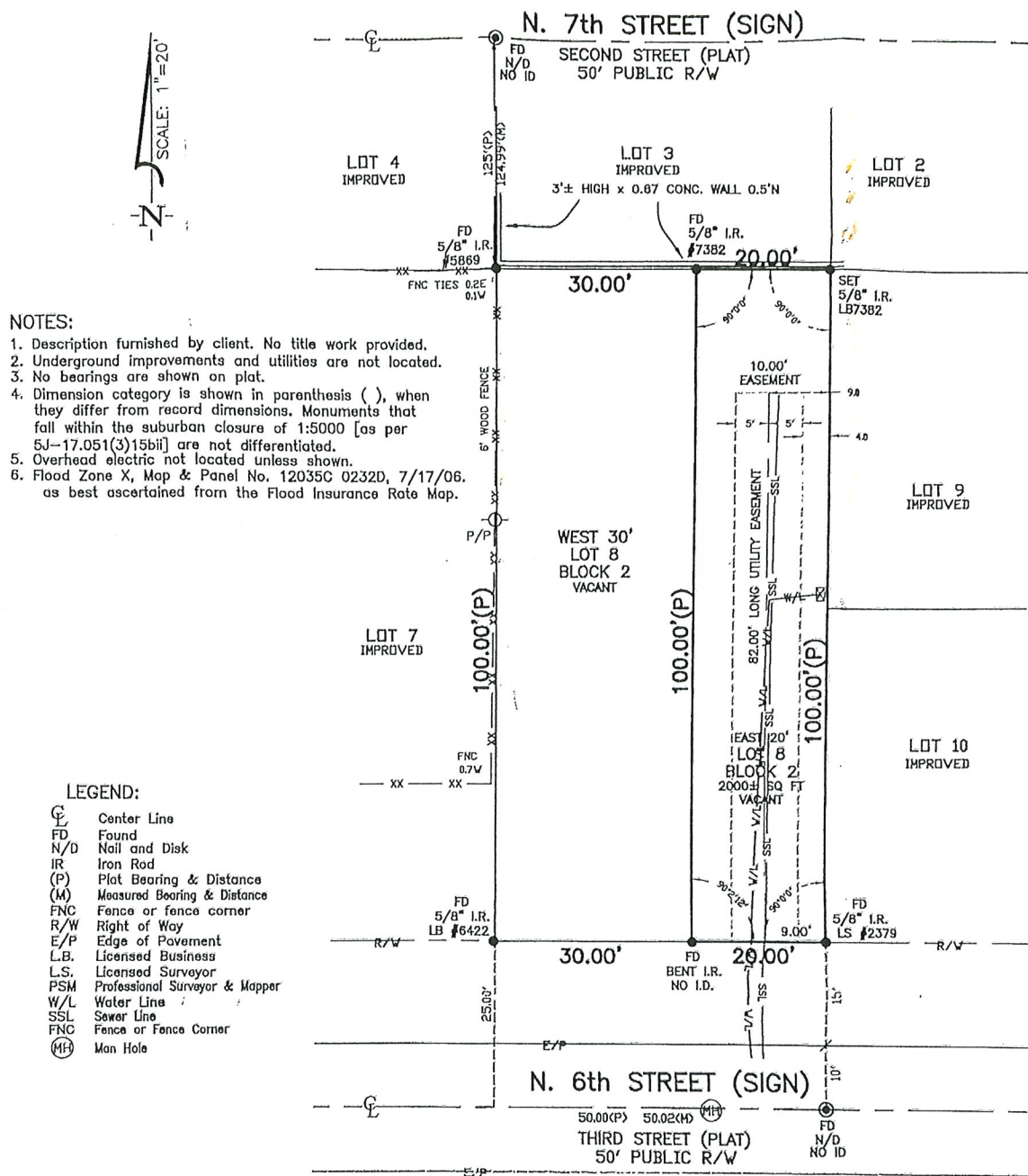
The southern half of lot 8 West will remain landscaped as a green space and act as a sight and sound buffer between the commercial zone and the rest of the residential area.

Policy C.1.7.1

The proposed structure on this will be designed to have a net zero energy use plan. It will incorporate solar panels and use energy conservation methods such as the use of increased insulation and air sealing techniques.

Analysis of soil.

The soil on Lot 8 West is classified as 31-Palm Beach gravelly sand 0-8% slopes

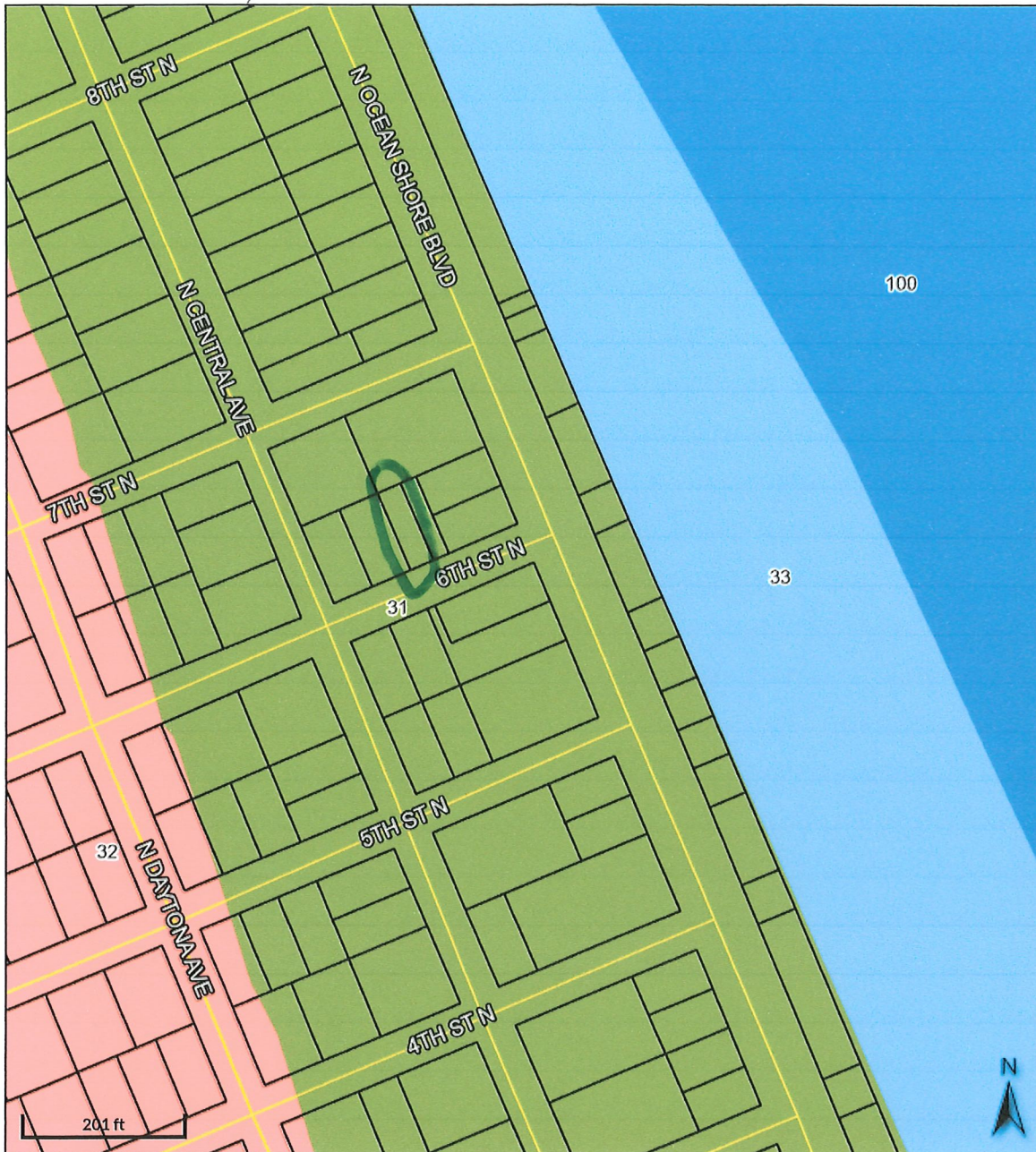


PREPARED FOR: City of Flagler Beach, FLA	
Revised: 08/12/15 proposed 10' easement 1508031 ACS Revised: Added Water & Sewer Lines, 06/06/14 JMM	
TYPE SURVEY: DATE OF FIELD-OFFICE WORK ORDER# Boundary 05/23/14 05/28/14 1406022 ACS	
EAST COAST LAND SURVEYING 11 Coolidge Ave. Suite-J, Ormond Beach FL 32174 PHONE (386) 672-3633 or (386) 437-0123 FAX (386) 672-3635	
THE FOREGOING PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.	
<i>A. Sanzone</i> 05/28/14	
ANTHONY SANZONE, PSM# 63097 LB #7382	
Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.	

FLAGLER COUNTY PROPERTY APPRAISER

Section 8, Item b.

Soil Types



Overview



Legend

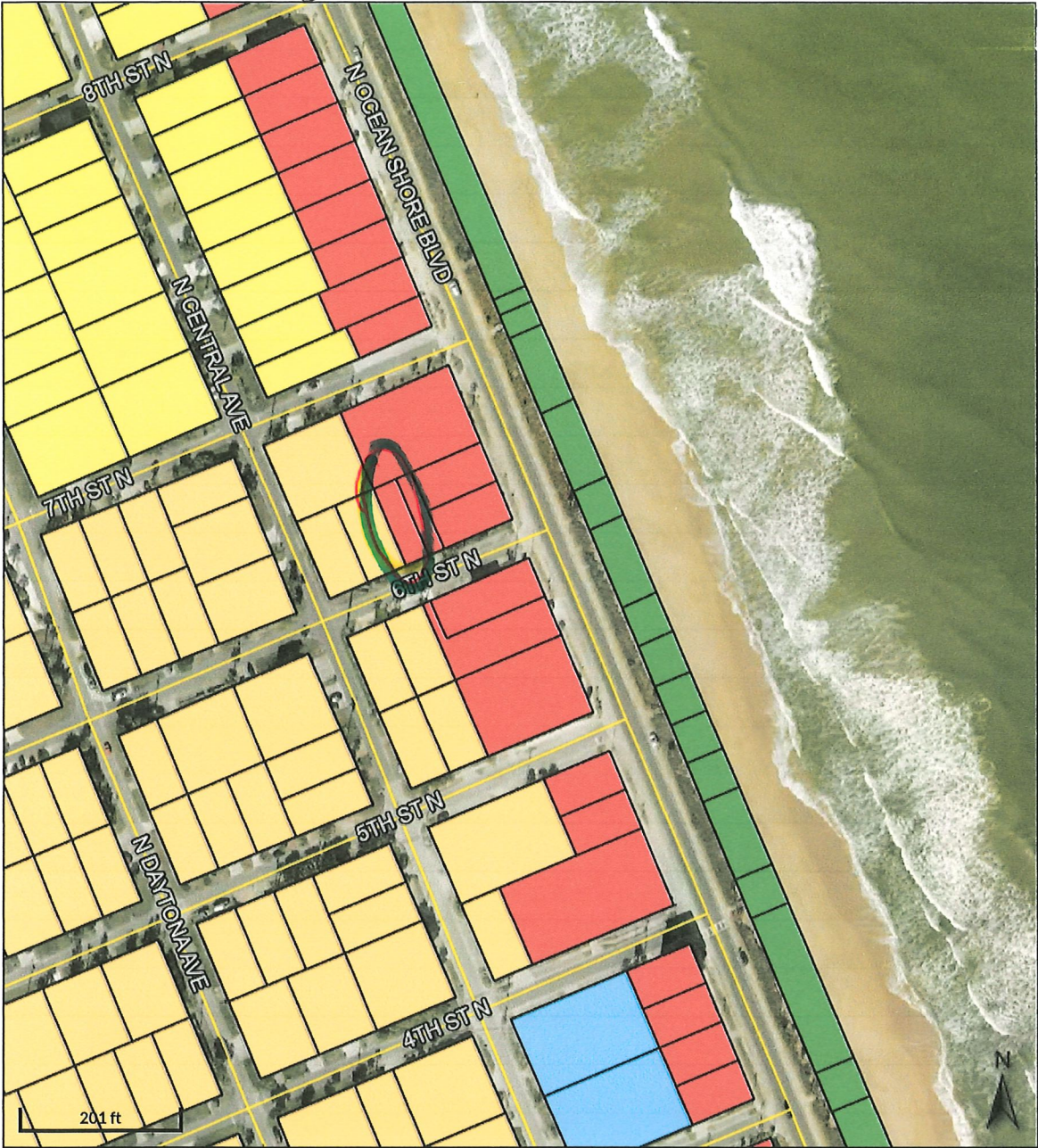
- Parcels
- Roads
- Soil Types**
- 20 Orsino fine sand, 0 to 5% slopes
- 21 Smyrna fine sand
- 22 Astatula fine sand, 0 to 8% slopes
- 23 Adamsville fine sand, 0 to 3% slopes
- 24 Samsula and Placid solis, frequently flooded
- 25 Tavares fine sand, 0 to 5% slopes
- 26 Turnbull and Pellicer soils, tidal
- 27 Cassia fine sand
- 29 Udarents, moderately wet
- 30 Pits
- 31 Palm Beach gravelly sand, 0 to 8% slopes
- 32 Narcossee, shell substratum-Welaka complex, 0 to 5% slopes
- 33 Beaches
- 34 Cocoa-Bulow complex, 0 to 5% slopes
- 35 Quartzipsamments, dredged
- 36 Bimini sand
- 37 Tusawilla fine sand
- 38 Paola fine sand, 0 to 8% slopes
- 39 Udarents, smoothed
- 40 Pomona fine sand

Lot 8W soil type

31 - Palm Beach
gravelly sand
0-8% slopes

FLAGLER COUNTY PROPERTY APPRAISER

Future Zoning



Overview



Legend

- Parcels
- Roads
- Flagler Beach FLUM
 - Commercial
 - Golf Course
 - High Density
 - Low Density
 - Medium Density
 - Mixed Use Overlay
 - Mobile Home Park
 - Other Public Facilities
 - Park
 - Public Buildings & Grounds
 - Salt Water Marsh
 - Spoil Area
 - Undefined

Date created: 3/19/2024
Last Data Uploaded: 3/19/2024 8:14:46 AM
Developed by 

Lot 8W
Commercial

FLAGLER COUNTY PROPERTY APPRAISER

Current Zoning



Overview



Legend

- Parcels
- Roads
- Streams and Rivers
- Flagler Beach Zoning
 - C- CONSERVATION
 - CLOSED STREETS
 - GC- GENERAL COMMERCIAL
 - HIGHWAY COMMERCIAL
 - LDR- LOW DENSITY
 - LI- LIGHT INDUSTRIAL
 - MDR- MEDIUM DENSITY RESIDENTIAL
 - MIRROR LAKE WATERSHED DISTRICT (R1)
 - P- PRESERVATION
 - PUD- PLANNED UNIT DEVELOPMENT
 - R- RESERVED
 - REC- RECREATION
 - REC/PUD- RECREATION/PUD
 - SFR- SINGLE FAMILY RESIDENTIAL (R1)
 - SFR- SINGLE FAMILY RESIDENTIAL (R4)
 - TC- TOURIST COMMERCIAL

Lot 8 W
GC - General Commercial

AFFIDAVIT OF PUBLICATION

Penny Overstreet
City Of Flagler Beach-Hr
Po Box 70
Flagler Beach FL 32136-0070


STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:


04/26/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/26/2024



Legal Clerk



Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$535.36
Order No: 10101489 # of Copies:
Customer No: 465673 1
PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

**CITY OF FLAGLER
BEACH PUBLIC
HEARING NOTICE**

ORDINANCE REZ-2024-XX AND ORDINANCE #2024-XX – Parcel no. 12-12-31-4500-00020-0001
Applications have been submitted to rezone this property from the General Commercial (GC) Zoning District to the Single-family Residential (R1) Zoning District, and to amend the Future Land Use Map designation of the property from Commercial to Medium Density Residential. The applicant has stated that the purpose of these requests is to accommodate an accessory dwelling unit on the subject property that will be used as a pool house. The property owner plans to combine the property with the adjoining parcel at 112 N. 6th Street (Parcel no. 12-12-31-4500-00020-0070).
Applicants: Joseph Kovach, Jr. and Jeanne A Mommaerts H&W Life Estate.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND. STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, MAY 7, 2024 AT 5:30 P.M.

1st READING: CITY COMMISSION: THURSDAY, MAY 23, 2024 AT 6:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2nd READING: CITY COMMISSION: THURSDAY, JUNE 13, 2024 AT 6:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230.

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 5:30 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. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 230. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

L10101489 4/26/2024

Planning and Building Department



STAFF REPORT

Regular City Commission Meeting

June 13, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: June 8, 2024

Item Name: Ordinance 2024-10, an ordinance of the City Commission of the City of Flagler Beach, Florida amending the Official Zoning Map designation for 0.11+/- acres of certain real property located on North 6th Street with tax parcel ID number 12-12-31-4500-00020-0081 from General Commercial to Single Family Residential; providing for conflict; providing an effective date hereof - first reading.

Background: The Planning & Architectural Review Board reviewed this item at their May 07, 2024 meeting. The Planning Board approved the item unanimously. Motion by Joann Soman to recommend approval of the rezoning with incorporation of the findings made by Planning Staff. Lisa Smith seconded the motion. The motion carried unanimously.

Analysis: Planner Criteria Parameters:

A. The proposed rezoning does not conflict with or is contrary to the public interest;

Finding: The proposed zoning change is consistent with the proposed 2010 Future Land Use Map designation for the property. The requested change will allow the applicant to develop the property to submit their continued residence on the neighboring property. Due to unique circumstances, the property is difficult to develop under its current zoning.

B. The proposed rezoning is consistent with the Goals, Objectives and Policies of the Comprehensive Plan

Finding: The requested use of the property is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan, as follows.

Objective A.1.13 9J-5.006(3)(b)3

Coordinate all new development and rezoning with the land use categories, densities and intensities as outlined in the City's adopted Comprehensive Plan.

Policy A.1.13.2 9J-5.006(3)(c)2

The City of Flagler Beach shall discourage the issuance of variances, special use permits, building permits or zoning changes in any case where the proposed land use is not consistent with the City of Flagler Beach duly adopted Comprehensive Plan.

C. The proposed rezoning must not impose a significant financial liability or hardship for the City;

Finding: Any improvements that result from development after the rezoning that may require public improvements will be ensured via a Performance/Maintenance Bond (Site Plan Application level)

D. The proposed rezoning must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Finding: The requested rezoning does not pose an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The change in zoning for the property under consideration is in harmony with the Future Land Use Map and consistent with the requested zoning designation as it relates to adjoining properties.

Fiscal Impact: N/A

Staff Recommendation: Approve Ordinance 2024-10, approving a Rezoning Application RZ#24-0001 to rezone Parcel I.D. No. 12-12-31-4500-00020-0081 from General Commercial to Single Family Residential *based* upon findings of fact which demonstrate the zoning change request is following all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

Attachments: Ordinance 2024-10, Rezoning Application, Survey, Location Map, Legal Advertisement, Public Notification, Future Land Use Map, and Zoning Map.

ORDINANCE 2024- 10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA AMENDING THE OFFICIAL ZONING MAP DESIGNATION FOR 0.11+/- ACRES OF CERTAIN REAL PROPERTY LOCATED ON NORTH 6th STREET WITH TAX PARCEL ID NUMBER 12-12-31-4500-00020-0081 FROM GENERAL COMMERCIAL TO SINGLE FAMILY RESIDENTIAL; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the City of Flagler Beach is in receipt of a request to amend the official zoning map for the property described herein; and

WHEREAS, the above described property is presently zoned General Commercial and the request is to have the property rezoned as Single Family Residential; and

WHEREAS, the request is in accord with the Future Land Use Map designation of the Subject Property, and is compliant with all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan; and

WHEREAS, the Planning and Architectural Review Board has recommended the City Commission change the Official Zoning Map to reflect a new designation for the Subject Property as Single Family Residential, and

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

SECTION 1. The Official Zoning Map is hereby changed to designate the parcel located at 112 North 6th Street with Tax Parcel ID 12-12-31-4500-00020-0081 and described as:

GEORGE MOODY SUBD BLOCK 2 WEST 30 FT OF LOT 8 OR
53 PG 211 OR 277 PG 970 OR 1081 PG 894 OR 1653/967 OR
1708/1855-DEED IN LIEU OF FORECLOSURE OR 2022/186 OR
2174/1096-RDMAN KATHERINE KOVACH, SARAH SEVERA
LUKE MOMMAERTS & CORINA MOMMAERTS

as Single Family Residential.

SECTION 2. If any Section, Subsection, sentence, clause, phrase, or portion of this ordinance, or application thereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

SECTION 4. This ordinance shall take effect immediately upon passage as provided by law.

PASSED ON FIRST READING THIS ____ DAY OF _____, 2024.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

EXHIBIT "A" to Ordinance 2019-18

Legal Description of the Southernmost 3 acres
 PARCEL ID #11-12-31-0650-000A0-0071

A PART OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 11; THENCE NORTH 88° 27' 09" EAST ALONG THE NORTH LINE OF SAID SECTION 11, A DISTANCE OF 2459 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF ROBERTS ROAD (AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT LYING ON A CURVE, CONCAVE NORTH-EASTERLY, HAVING A RADIUS OF 1539.72 FEET; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 345.65 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 39° 55' 42" EAST AND A CHORD DISTANCE OF 344.93 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 46° 21' 43" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 177.58 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1108.26 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 869.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 23° 53' 19" EAST AND A CHORD DISTANCE OF 847.27 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01° 24' 55" EAST CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 433.85 FEET; THENCE NORTH 89° 29' 02" WEST LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 682.07 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE NORTH 01° 40' 05" WEST ALONG SAID WEST LINE, A DISTANCE OF 1589.33 FEET TO THE POINT OF BEGINNING.

Legal Description of the Northernmost 4 acres
 PARCEL ID #11-12-31-0385-00000-0010

LOT 1, OF THE SUBDIVISION PLAT OF BEACH VILLAGE AT FLAGLER BEACH, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 36, PAGES 77 AND 78, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.



City of Flagler Beach

Section 8, Item c.

Planning and Building Department Staff Report

OVERVIEW

Case Number: Application No. PRZ#24-0001
Applicant: Joseph Kovach, Jr. and Jeanne A Mommaerts H&W Life Estate
Property Owner: Joseph Kovach, Jr. and Jeanne A Mommaerts H&W Life Estate
Property Description: Improved, generally flat
Site Location: 6th Street North between Central Avenue & Ocean Shore Boulevard
Property ID #: 12-12-31-4500-00020-0081
Current FLUM designation:... Commercial
Current Zoning designations: General Commercial
Current Use: Vacant
Total Acreage: ±0.11 acres (4,964 sq. ft.)

A. REQUESTED ACTION

Application Type: Rezoning request: **(See Attachment #1)**

Requested Action: Planning and Land Development Regulation Board recommend to City Commission; Approve application request per **Land Development Regulations; Article VIII. Administration and Enforcement** the Property ID# of which is 12-12-31-4500-00020-0081 **(See Attachment #2, Survey & Attachment #3 Location Map).**

B. SUMMARY IN BRIEF:

A rezoning request with a companion Future Land Use Map amendment to allow the property owner to develop the property with an accessory dwelling unit (ADU) in conjunction with the existing house at 112 North 6th Street. Under the current zoning, a single family residence could be built on the subject property, however, the owners wish to construct an ADU smaller than the required minimum size for a house. The owners plan to join the two properties, which requires a rezoning and Future Land Use amendment to avoid a split zoning.

The project would be consistent with the proposed Future Land Use Map designation.

C. PUBLIC NOTIFICATION:

Land Development Regulations: Section 8.04.12.

1. Legal Advertisement: Circulation in a newspaper of daily has been accomplished in keeping with the required public notification timeframe **(See Attachment #4 Legal Advertisement)**. To date, the City has not received any formal notices or comments from members of the public regarding the application request.
2. Public Notification: Property owners within a radius of five hundred (500) feet of the rezoning request have been notified by certified mail of the intent to rezone **(See Attachment #5 Public Notification)**.

D. BACKGROUND

A rezoning request with a companion Future Land Use Map amendment to allow the property owner to develop the property with an accessory dwelling unit (ADU) in conjunction with the existing house at 112 North 6th Street. Under the current zoning, a single family residence could be built on the subject property, however, the owners wish to construct an ADU smaller than the required minimum size (900 square feet) for a house.

The Zoning Code allows "Customary accessory uses and structures clearly incidental to one (1) or more permitted uses and structures" in the SFR District, this has traditionally been interpreted to include additional bedroom and bathroom structures without a full kitchen. These units are commonly known as "mother-in-law suites." An accessory use can only be built in conjunction with an allowed primary use.

The lot is unusual in that it was split in half to allow a utility easement on the eastern half, which makes building a viable commercial building difficult.

The owners plan to join the two properties, which requires a rezoning and Future Land Use amendment to avoid a split zoning.

The project would be consistent with the proposed Future Land Use Map designation.

The legal description of Parcel ID #12-12-31-4500-00020-0081 which is described as follows:

THE WESTERLY 30 FEET OF LOT 8, BLOCK 2, MOODY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 24 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

E. ANALYSIS

FUTURE LAND USE AND ZONING INFORMATION

The following table summarizes the existing and proposed land use and zoning information:

USE SUMMARY TABLE:

CATEGORY	EXISTING	PROPOSED
Future Land Use Map (FLUM)	Commercial (See Attachment #6 FLUM)	Medium Density Residential
Zoning District	General Commercial (See Attachment #7 Zoning Map)	Single Family Residential
Overlay District	N/A	N/A
Use	Vacant	Accessory Dwelling Unit
Acreage	±0.11 acres	±0.11 acres
Access	N. 6 th Street	N. 6 th St.

F. SURROUNDING LAND USES AND COMPATIBILITY:

North: FLUM: Commercial
Zoning: General Commercial

South: FLUM: Commercial
Zoning: General Commercial

East: FLUM: Commercial
Zoning: General Commercial

West: FLUM: Medium Density Residential
Zoning: Single Family Residential

G. Analysis: Planner Criteria Parameters:

A. The proposed rezoning does not conflict with or is contrary to the public interest;

Finding: The proposed zoning change is consistent with the proposed 2010 Future Land Use Map designation for the property. The requested change will allow the applicant to develop the property to submit their continued residence on the neighboring property. Due to unique circumstances, the property is difficult to develop under its current zoning.

B. The proposed rezoning is consistent with the Goals, Objectives and Policies of the Comprehensive Plan

Finding: The requested use of the property is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan, as follows.

Objective A.1.13 9J-5.006(3)(b)3

Coordinate all new development and rezoning with the land use categories, densities and intensities as outlined in the City's adopted Comprehensive Plan.

Policy A.1.13.2 9J-5.006(3)(c)2

The City of Flagler Beach shall discourage the issuance of variances, special use permits, building permits or zoning changes in any case where the proposed land use is not consistent with the City of Flagler Beach duly adopted Comprehensive Plan.

C. The proposed rezoning must not impose a significant financial liability or hardship for the City;

Finding: Any improvements that result from development after the rezoning that may require public improvements will be ensured via a Performance/Maintenance Bond (Site Plan Application level)

D. The proposed rezoning must not create an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants;

Finding: The requested rezoning does not pose an unreasonable hazard, or nuisance, or constitute a threat to the general health, welfare, or safety of the City's inhabitants. The change in zoning for the property under consideration is in harmony with the Future Land Use Map and consistent with the requested zoning designation as it relates to adjoining properties.

RECOMMENDATION:

Approve Rezoning Application RZ#24-XX-XX to rezone Parcel I.D. No. 12-12-31-4500-00020-0081 from General Commercial to Single Family Residential based upon findings of fact which demonstrate the zoning change request is following all applicable Objectives and Policies of the City of Flagler Beach Comprehensive Plan.

ATTACHMENTS:

Attachment 1 – Rezoning Application
Attachment 2 – Survey

Attachment 3 - Location Map
Attachment 4 - Legal Advertisement
Attachment 5 –Public Notification
Attachment 6- Future Land Use Map
Attachment 7 - Zoning Map



CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

Section 8, Item c.

RECEIVED

GENERAL APPLICATION		JAN - 5 2024
<input type="checkbox"/> Final Site Plan	<input type="checkbox"/> Preliminary Plat	City of Flagler Beach Building Department
<input type="checkbox"/> Master Site Plan	<input type="checkbox"/> Final Plat	
<input type="checkbox"/> Site Development Plan(s)	<input type="checkbox"/> Plat Vacating	
<input checked="" type="checkbox"/> Rezoning	<input type="checkbox"/> Subdivision Master Plan	
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Non-statutory Land Division/Parcel Reconfiguration	
<input type="checkbox"/> Future Land Use Map Amendment	<input type="checkbox"/> Site Plan Modification (Post approval)	
<input type="checkbox"/> Special Exception	<input type="checkbox"/> Development Order Modification	
<input type="checkbox"/> Variance	<input type="checkbox"/> Wireless Communication Facility (new structure)	

Application Submittal Date: 1/5/24 PR224-0001

Fee Paid: \$ 835- Date Received: 1/5/24

Employee Accepting Application (print name): Bonnie Bramer

Rejected Date: _____ Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Rezoning Lot 8 W

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): Lot 8 W is adjacent to 112 N 6TH ST

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(S): 1R123145D0000200081

D. LEGAL DESCRIPTION: _____ Subdivision Name: George Moody

Section: _____ Block(s): 2 Lot(s): West 30 Ft of Lot 8

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 3,000 sq ft

F. FUTURE LAND USE MAP DESIGNATION: Commercial EXISTING ZONING DISTRICT: General Commercial

OVERLAY DISTRICT: _____

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS) The goal is to change Lot 8 west to single Fam. Res. in order to combine it with Lot 7 so that an ADU/poolhouse can be built

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: Yes ☐ No ☐



CITY OF FLAGLER BEACH BUILDING AND PLANNING DEPARTMENT

Section 8, Item c.

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: City of Flagler Beach

M. EXISTING MORTGAGE? Yes ☐ No ☒

OWNER:	APPLICANT/AGENT:
Name: <u>Joseph Kovach + Jeanne Mommaerts</u>	Name:
Mailing Address: <u>112 N 6th St, Flagler Beach</u>	Mailing Address:
Phone Number: <u>380-317-4461</u>	Phone Number:
E-mail Address: <u>49Kovach@gmail.com</u>	E-mail Address:

MORTGAGE HOLDER:	ENGINEER OR PROFESSIONAL:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

SURVEYOR:	LANDSCAPE ARCHITECT:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

PLANNER:	TRAFFIC ENGINEER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	DEVELOPER:
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

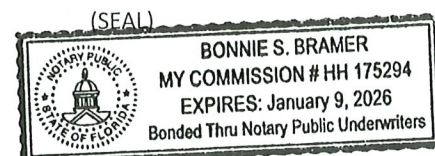
Signature of owner OR person authorized to represent this application:

Signature(s): Joseph Kovach Jeanne Mommaerts

Printed or typed name(s): Joseph Kovach Jeanne Mommaerts

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5 day of January, 2024 by Joseph Kovach individual submitted by ☒ Personal Knowledge ☐ Satisfactory Evidence: Type Drivers License

Bonnie Bramer
Signature of Notary Public, State of Florida





City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000. Fax (386) 517-2008

PETITION FOR REZONING – (ZR)

TITLE CERTIFICATE WILL BE REQUIRED AS PROOF OF OWNERSHIP

PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION:

PETITIONER: Joseph Kovach

ADDRESS: 112 N 6TH St Flagler Beach, FL 32136

CONTACT NUMBERS: HOME: 330-317-6641 WORK _____ FAX _____

PETITIONER'S RELATION TO SUBJECT PROPERTY: Owner

LEGAL DESCRIPTION OF SUBJECT PROPERTY (Attach if necessary): George Moody SUBD Block 2 West
30 FT of Lot 8. Parcel ID: 1212314500000200081

PRESENT ZONING: General Commercial REQUESTED ZONING Single Family Res.

(NOTE: IF MORE THAN ONE ZONING CLASSIFICATION IS REQUESTED, ATTACH A COMPLETE LEGAL DESCRIPTION FOR EACH ZONING CLASSIFICATION REQUESTED.)

PROVIDE REASONS AND JUSTIFICATION FOR REQUESTED ZONING (See Item 4 on page 2) Written Statement, Attached): To change Lot 8W to Single Fam. Res. in order to combine it with lot 7 so that an ADU/pool/house can be built on the combined lots

STATE OF FLORIDA, County of Flagler

Subscribed and Sworn to (or affirmed) before me by

Joseph Kovach

SIGNATURE OF PETITIONER

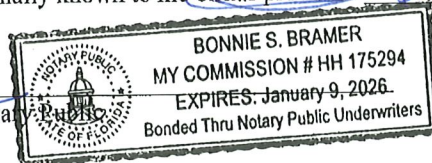
Joseph Kovach
 PETITIONER'S NAME (Print/Type)

112 N 6TH St Flagler Beach
 ADDRESS (Street, City) & Phone Number 330-317-6641

This 5 day of January, 2024. Who is personally known to me or has produced Drivers license as identification.

Commission Number & Expiration

Notary



FOR USE WHEN PETITIONER IS THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner in fee simple of subject lands described above in the Petition for Rezoning.

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

Joseph Kovach
SIGNATURE OF OWNER

Joseph Kovach
OWNER'S NAME (Print/Type)

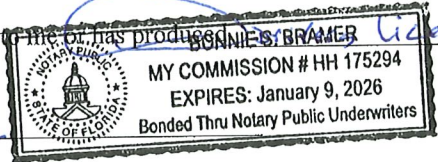
112 N 6TH St Flagler Beach
ADDRESS (Street, City) & Phone Number

330-317-6641

This 5 day of January, 2024. Who is personally known to me or has produced identification.

Bonnie Bramer
Commission Number & Expiration

Notary Public



FOR USE WHEN PETITIONER IS THE AGENT OF THE OWNER OF SUBJECT PROPERTY

This is to certify that I am the owner of subject lands described above in the Petition for Rezoning and that I have authorized _____ to make and file the aforesaid Petition for Rezoning..

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER

OWNER'S NAME (Print/Type)

ADDRESS (Street, City) & Phone Number

This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

Commission Number & Expiration

Notary Public

Prepared By and Return To:
Suncoast Title Insurance Agency, Inc.
15 Cypress Branch Way, Suite 203
Palm Coast, FL 32164
incidental to the issuance of a title insurance policy.
File Number: 14-0467
Parcel ID: 121231-4500-00020-0081

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED dated August 29, 2014, by
J Ryan Realty, LLC, a New York Limited Liability Company
whose post office address is:
18 E 41st Street, Suite 1906, New York, NY 10017
hereinafter called the GRANTOR, to
Joseph Kovach, Jr. and Jeanne Mommaerts, husband and wife
whose post office address is:
600 N Central Avenue, Flagler Beach, FL 32136.
hereinafter called the GRANTEE

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situated in Flagler County, Florida, viz:

The Westerly 30 feet of Lot 8, Block 2, MOODY'S SUBDIVISION, according to the plat thereof, as recorded in Map Book 1, Page 24, of the Public Records of Flagler County, Florida.

Grantor warrants this VACANT Property.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2014 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in FEE SIMPLE forever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Signed in the presence of the following *TWO DIFFERENT* WITNESSES:

#1 Witness [Signature] J Ryan Realty, LLC, a New York Limited Liability Company
Signature: Donna Bamba BY: [Signature]
Print Name: Donna Bamba Bernard Gans, Member
#2 Witness [Signature]
Signature: Sustan Shimcaske
Print Name: Sustan Shimcaske
State of: New York
County of: FLAGLER NY

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on 29th day of August, 2014 by: BERNARD GANS, MEMBER, J RYAN REALTY, LLC, A NEW YORK LIMITED LIABILITY COMPANY who is personally known to me or who has produced a DRIVERS LICENSE as identification and who did take an oath.

(Notary Seal)

NOTARY PUBLIC Signature: [Signature]
My Commission # 01VA6238175
Expires: 4/14/15 Print Name: Claire Van Kirk

CLAIRE VAN KIRK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6238175
Qualified in New York County
My Commission Expires April 04, 2015

BOUNDARY & TOPOGRAPHIC SURVEY

LOT 7 & 8, BLOCK 2, OF MOODY SUBDIVISION, FLAGLER COUNTY, FLORIDA.

LEGAL DESCRIPTION:

LOT 7 & 8, BLOCK 2, OF MOODY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 24, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SURVEY NOTES:

1. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. THE "LEGAL DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR PER THE CLIENT'S REQUEST.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS NOTED.
5. HAVING CONSULTED THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 1203500232E, CITY OF FLAGLER BEACH, REVISED DATE JUNE 6, 2018, THE SUBJECT PROPERTY APPEARS TO BE IN ZONE X, WHICH ARE AREAS OF MINIMAL FLOOD HAZARD (NAVD '88). THIS DETERMINATION WAS BASED ON A GRAPHIC INTERPOLATION OF SAID MAP, AND NOT ON ACTUAL FIELD MEASUREMENTS.
6. ELEVATIONS ARE BASED ON N.G.S. MONUMENT "1 85 72 818" HAVING AN ELEVATION OF 26.07'. ALL ELEVATIONS ARE REFERENCED TO NAVD (NORTH AMERICAN VERTICAL DATUM) 1988.
7. NO UNDERGROUND UTILITIES, FOUNDATIONS OR IMPROVEMENTS, IF ANY, ARE LOCATED, UNLESS SHOWN HEREON.
8. THIS SURVEY MEETS THE HORIZONTAL CONTROL ACCURACY OF 1/7,500 FEET FOR AN ALTA LAND TITLE SURVEY.

SYMBOL LEGEND:

- CHAIN LINK FENCE
- CONCRETE UTILITY POLE
- CONCRETE MIXED END SECTION
- FIRE HYDRANT
- CLEAN OUT
- LIGHT POLE
- GATE VALVE
- HANDICAP PARKING SPACE
- CONCRETE
- DUAL SUPPORT SIGN
- SANITARY SINKER MANHOLE
- FLOOD LIGHT
- WATER METER
- BORING HOLE LOCATION
- WATER SERVICE
- SINGLE SUPPORT SIGN
- WATER VALVE
- IRRIGATION CONTROL VALVE
- TELEPHONE RISER
- STORM DRAINAGE MANHOLE
- UTILITY POLE
- GUY ANCHOR
- UNDERGROUND PIPE (SIZE & TYPE NOTED)
- CABLE RISER
- RECLAIMED WATER SERVICE

Surveyor's Certification:

I hereby certify that the attached "Boundary & Topographic Survey" of the hereon-described property is true and correct to the best of my knowledge, information and belief as surveyor of the field. I am a member of the Florida Board of Professional Surveyors and Mapper No. 6384, and I further certify that this "Boundary & Topographic Survey" meets the standards of practice set forth in Rule 61B-28.005, F.S., of the Florida Administrative Code, pursuant to the Florida Surveyor's Act, Chapter 473, F.S.

BUILDING SETBACKS:
FRONT= 25.00'
REAR= 10.00'
SIDE= 5.00'

SITE DATA:
IMPERVIOUS AREA = 1,648 SF, 33.0%
PERVIOUS AREA = 3,352 SF, 67%



www.ceph.com
820 Palm Coast Pkwy SW - Palm Coast, FL 32137 - PH: 386-445-6869

Plan Prepared By:
Ceph, Inc.
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 443600206
Assoc. L.S. No. LC0000208

Field Svy: DS1 8.14
Field Bk: 8072.73
Drawn by: BB
Date: 1.9.14
1:2.16
1:11.18
1:20'
1:20'

Field Svy: DS1 8.14
Field Bk: 8072.73
Drawn by: BB
Date: 1.9.14
1:2.16
1:11.18
1:20'
1:20'

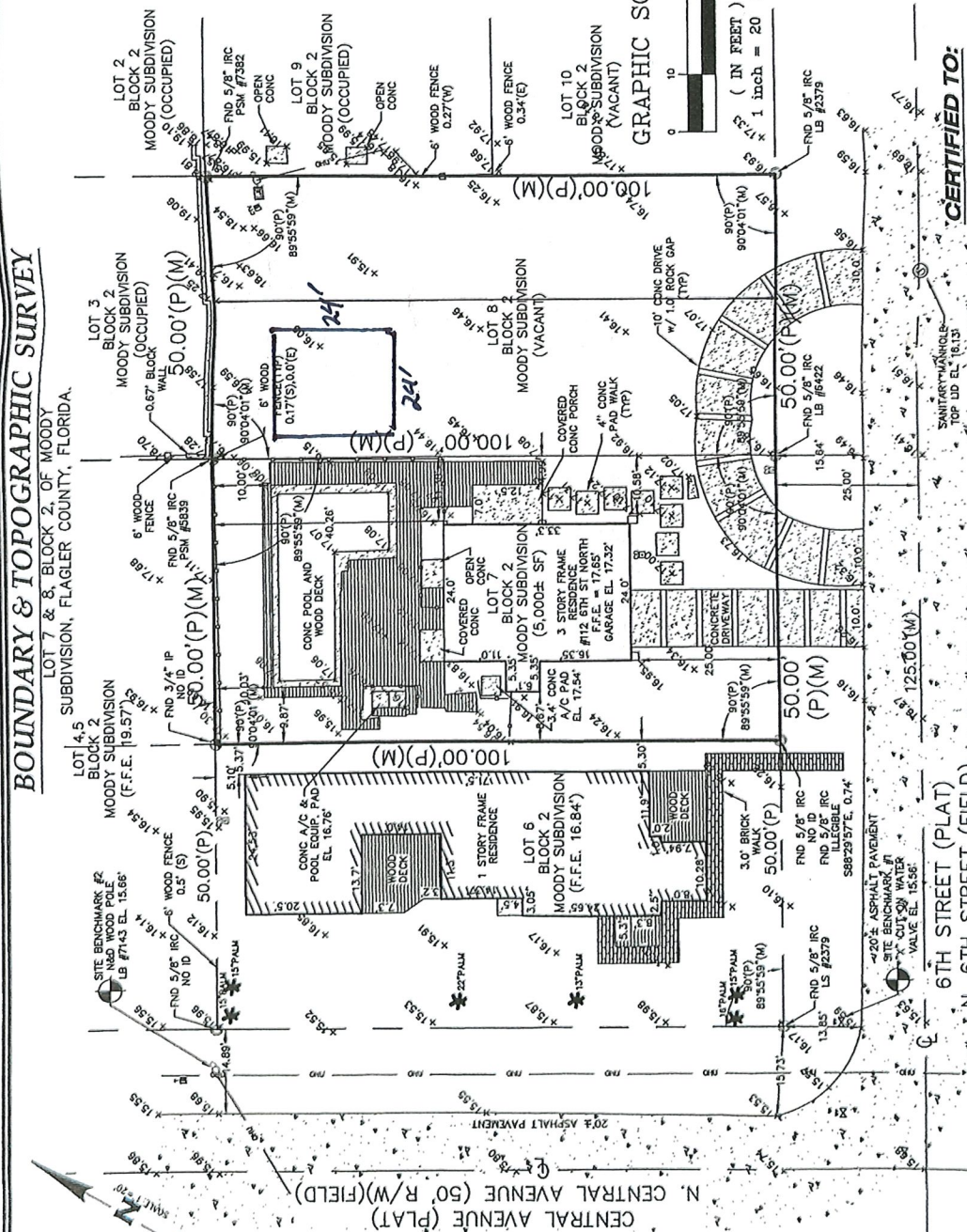
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1:20'

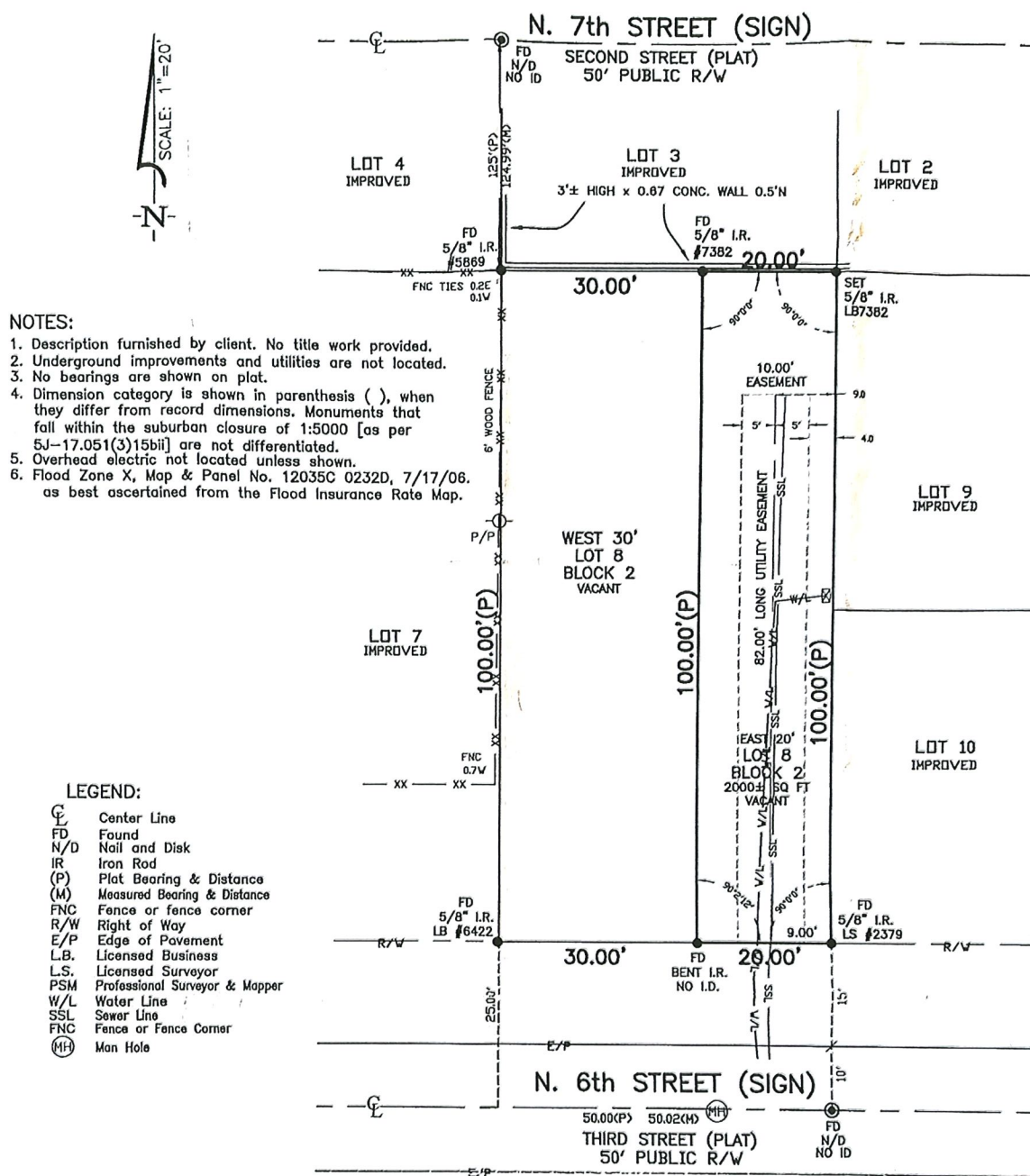
Field Svy: DS1 8.14
Field Bk: 8072.73
Drawn by: BB
Date: 1.9.14
1:2.16
1:11.18
1:20'
1:20'

Section 8, Item c.



ABBREVIATION LEGEND:

- CONC - CONCRETE
- WOOD - WOOD
- CEMENT - CEMENT
- ASPH - ASPHALT
- PAV - PAVEMENT
- GRASS - GRASS
- SHRUB - SHRUB
- TREE - TREE
- WATER - WATER
- SEWER - SEWER
- UTILITY - UTILITY
- ANCHOR - ANCHOR
- VALVE - VALVE
- METER - METER
- MANHOLE - MANHOLE
- SINKER - SINKER
- DRIVEWAY - DRIVEWAY
- PORCH - PORCH
- DECK - DECK
- FENCE - FENCE
- POST - POST
- BEARING - BEARING
- MONUMENT - MONUMENT
- CL - CONCRETE
- WOOD - WOOD
- CEMENT - CEMENT
- ASPH - ASPHALT
- PAV - PAVEMENT
- GRASS - GRASS
- SHRUB - SHRUB
- TREE - TREE
- WATER - WATER
- SEWER - SEWER
- UTILITY - UTILITY
- ANCHOR - ANCHOR
- VALVE - VALVE
- METER - METER
- MANHOLE - MANHOLE
- SINKER - SINKER
- DRIVEWAY - DRIVEWAY
- PORCH - PORCH
- DECK - DECK
- FENCE - FENCE
- POST - POST
- BEARING - BEARING
- MONUMENT - MONUMENT

**DESCRIPTION:**

THE EAST 20' OF LOT 8, BLOCK 2, GEORGE MOODY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

SUBJECT TO A PROPOSED

10.00 FOOT UTILITY EASEMENT LYING 5 FOOT EACH SIDE OF AN 82.00 FOOT LINE LAYING 9.00 FOOT WEST AND PARALLEL TO THE EAST LINE OF LOT 8, BLOCK 2, GEORGE MOODY SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

PREPARED FOR:

-- City of Flagler Beach, FLA

Revised: 08/12/15 proposed 10' easement 1508031 ACS
Revised: Added Water & Sewer Lines. 06/06/14 JMM

TYPE SURVEY: DATE OF FIELD-OFFICE WORK ORDER#
Boundary 05/23/14 05/28/14 1406022 ACS

EAST COAST LAND SURVEYING

11 Coolidge Ave. Suite-J, Ormond Beach FL 32174

PHONE (386) 672-3633 or (386) 437-0123 FAX (386) 672-3635

THE FOREGOING PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

A. Sanzone

05/28/14

ANTHONY SANZONE, PSM# 63097

LB #7382

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

FLAGLER COUNTY PROPERTY APPRAISER

Section 8, Item c.



Overview

Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	12-12-31-4500-00020-0081	Owner	KOVACH JOSEPH JR & JEANNE A	Land Value	\$18,991	Last 2 Sales			
Prop ID	78568		MOMMAERTS H&W LIFE ESTATE	Ag Land Value	\$0	Date	12/12/2016	Price	0
Class Code	VACANT COMMERCIAL		112 N 6TH ST	Building Value	\$0		8/29/2014	\$90000	V
Taxing	22		FLAGLER BEACH, FL 32136	Misc Value	\$0				Q
District		Physical Address	n/a	Just Value	\$18,991				
GIS sqft	2,978.603			Assessed Value	\$18,991				
				Exempt Value	\$0				
				Taxable Value	\$18,991				

Date created: 1/4/2024
 Last Data Uploaded: 1/4/2024 7:06:32 PM
 Developed by Schneider GEOSPATIAL

CITY OF FLAGLER BEACH PUBLIC HEARING NOTICE

ORDINANCE REZ-2024-XX AND ORDINANCE #2024-XX – Parcel no. 12-12-31-4500-00020-0081

Applications have been submitted to rezone this property from the General Commercial (GC) Zoning District to the Single-family Residential (R1) Zoning District, and to amend the Future Land Use Map designation of the property from Commercial to Medium Density Residential. The applicant has stated that the purpose of these requests is to accommodate an accessory dwelling unit on the subject property that will be used as a pool house. The property owner plans to combine the property with the adjoining parcel at 112 N. 6th Street (Parcel no. 12-12-31-4500-00020-0070).

Applicants: Joseph Kovach, Jr. and Jeanne A Mommaerts H&W Life Estate.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND. STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, MAY 7, 2024 AT 5:30 P.M.

1st READING: CITY COMMISSION: THURSDAY, MAY 23, 2024 AT 6:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2nd READING: CITY COMMISSION: THURSDAY, JUNE 13, 2024 AT 6:00 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230.

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 5:30 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. For further information about this request, please call the Planning and Building Department at

(386) 517-2000 Ext. 230. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

Planning and Building Department

L10101489 4/26/2024

Beach/Parks/Recreation

Weekly Highlights May 29, 2024

- Memorial Day weekend marked the first official day of the summer season for the ocean rescue lifeguards. The weather was warm and the beach was crowded, however surf conditions were mild.
- Lifeguards will now be on duty seven days per week through Labor Day.
- The Memorial Day ceremony in Veterans Park on Monday, May 27 was well attended. Thank you Commissioner Mealy for putting it all together.
- 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 first session for the 2024 summer Junior Lifeguard summer camp will begin on Monday, June 3. We are still accepting applications for at City Hall during normal working hours. Application packet and information handbook are also currently available on the city website.
- The next First Friday will be Friday, June 7 in Veterans Park.

Beach/Recreation

Weekly Highlights June 5, 2024

- Lifeguards have continued to be busy as heavy surf conditions were prevalent throughout the beginning of the week. Surf conditions are expected to calm down a bit as the end of the week approaches.
- All swimmers are still encouraged to always swim near a lifeguard!
- Lifeguards will now be on duty seven days per week through Labor Day.
- Ocean Rescue staff is preparing for the July 4th holiday. The parade will begin at 9:00am and we will have activities in Veterans Park from 10:00am to 3:00pm.
- 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 first session for the 2023 summer Junior Lifeguard summer camp began on Monday, June 3. Water activities were limited during the first few days due to heavy surf conditions. Applications for the remaining summer sessions can be submitted at City Hall during normal working hours. Application packet and information handbook are also currently available on the city website.
- The next First Friday will be this coming Friday (June 7) from 6:00 to 9:00.



Custom ▾

May 23, 2024 - May 29, 2024 ▾

56%

FIRE
Percentage of Total
Incidents

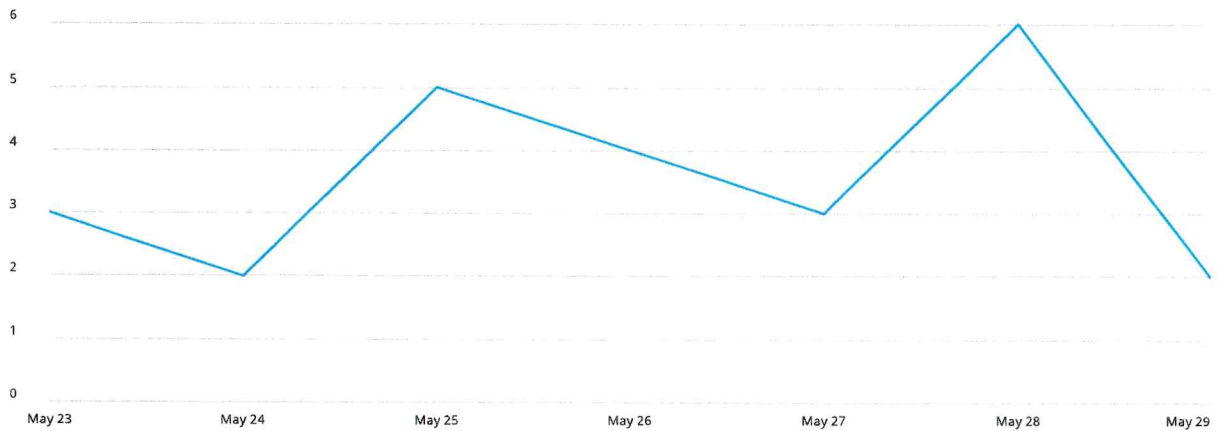
44%

EMS
Percentage of Total
Incidents

25

INCIDENTS
In Selected Time Slice

7

DAYS
In Selected Time Slice

Counts

% Rows

% Columns

% All

	5/23/24	5/24/24	5/25/24	5/26/24	5/27/24	5/28/24	5/29/24	5/30/24	5/31/24	6/1/24	6/2/24	6/3/24	6/4/24	Total
(32) Emergency medical service (EMS) incident	2	1	1	1	1	4	1							11
(41) Combustible/f.. spills & leaks			1											1
(44) Electrical wiring/equipm. problem						1								1
(55) Public service assistance		1		1			1							3
(56) Unauthorized burning			1											1
(61) Dispatched and canceled en route	1		2			1								4
(62) Wrong location, no emergency found					2									2
(70) False alarm and false call, other				1										1
(73) System or detector malfunction				1										1
Total	3	2	5	4	3	6	2							25

Penny Overstreet

From: Robert Pace
Sent: Thursday, May 30, 2024 8:13 AM
To: Dale Martin
Cc: Penny Overstreet; Katherine Monroy
Subject: Weekly Highlights

Mr. Martin,

The following are the weekly highlights;

- Memorial Day Celebration

Members of the fire department attended the Memorial Day Tribute in Veterans Park. A few department members are veterans of the Armed Forces, but military events held in the city always hold a special place in the hearts of all department members. I especially enjoyed the speech delivered by the key note speaker, Captain Marcus Duffy. There is much appreciation for the American Legion Honor Guard for the presentation of colors. A special thanks goes out to Commissioner Mealy for coordinating the event.

- Upcoming Training Opportunities offered by Flagler County Emergency Management

Flagler County Emergency Management is offering several FEMA classes to local first responders at no cost. Flagler County EM is seeking feedback from all public safety agencies on any interested members within each department. Some of the classes include Campus Active Shooter Integrated Response, Active Shooter Incident Management, Active Shooter Incident Management with Complex Incidents, Enhanced Sports and Special Events Incident Management, Rail Car Incident Response and Event Security Planning for Public Safety Professionals. Fire Administration is currently poling staff to gauge interest levels in the upcoming classes.

- Incident Command Training (Deputy Chief Cox)

Deputy Chief Cox is attending an Incident Command training class this week. Incident Command: Capabilities, Planning, and Response Actions for All Hazards is a five- day course that provide management-level responders working in supervisory positions with knowledge of how decisions made by responders from various disciplines can impact the handling of chemical, biological, nuclear, or explosive (CBRNE) incident. The importance of planning and training for CBRNE incident response is stressed to participants, thus the course incorporates preparedness planning considerations and incident management concepts to train participants to serve as members of an incident management team. Participants are immersed in a curriculum that will promote development of their abilities to evaluate the threat, identify and prioritize probable targets, measure required capabilities and discuss Incident Response Plan (IRP) and Incident Action Plan (IAP) processes. The course culminates with real-time, scenario driven tabletop exercise that requires participants to apply concepts learned during the course to plan for and manage emergency response resources.

- Reserve Fire Engines

Reserve Fire Engines 898 & 899 have been delivered to the fire station. As you are aware, these are the Flagler County Engines that were going to be surplused and the city is purchasing through the past insurance claim. Engine 898 will

become the new Engine 12 for the department. Engine 899 is being stored in a bay at Avenue A and will be a parts truck. Currently, I am working with the county on invoicing. Once the invoice is received, payment will be made by the city, tags will be obtained and the trucks will be insured. Engine 898 will eventually be delivered to the Archangel Maintenance Facility for a full mechanical overhaul. The truck will be returned to the station for work on the fire pump by Firetech Pump Testing & Repair. Finally, Engine 898 will be sent to the Ten-8 facility in Sanford for paint and body work.

- 4th of July Preparations

Typically, in years past, there are several planning meetings leading up to the 4th of July holiday event. Considering the scale-backed event the last couple of years, multi-agency meetings have not been a requirement. Deputy Chief Cox and I have met to discuss the plan of the day. It will be an all-hands mandate for all FBFD staff. Units representing the department in the parade and all other additional assignments have been scheduled. An invitation was also delivered to the other fire agencies to participate in the parade. There is one meal planned for the day, instead of two as in past years. The Volunteer Association will be lobbied for assistance towards lunch at the next meeting in June.

- Mental Hygiene Presentation

This morning I will be attending the Mental Hygiene presentation in the city chambers. The Mental Hygiene Project was utilized by Flagler Beach Public Safety for 18 months. The program offered an electronic guidebook, hotline assistance numbers and 18 modules. The idea was to have public safety members complete a module each month. Honestly, the program was good, but I received feedback, that this was just another assignment for some. Liz Mathis and I are committed to offering self-help tools to all city employees and felt that mental health wellness presentations offered twice a year could be beneficial to city staff. This of course would be in addition to the EAP and City Chaplin. I look forward to getting some feedback from staff on today's presentation.

- Impact Issues

The 2nd Annual Her Surf Surfing Event will take place this Saturday June 1st from 9:00 AM-3:00 PM. There are several hundred 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



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: May 30 - June 5

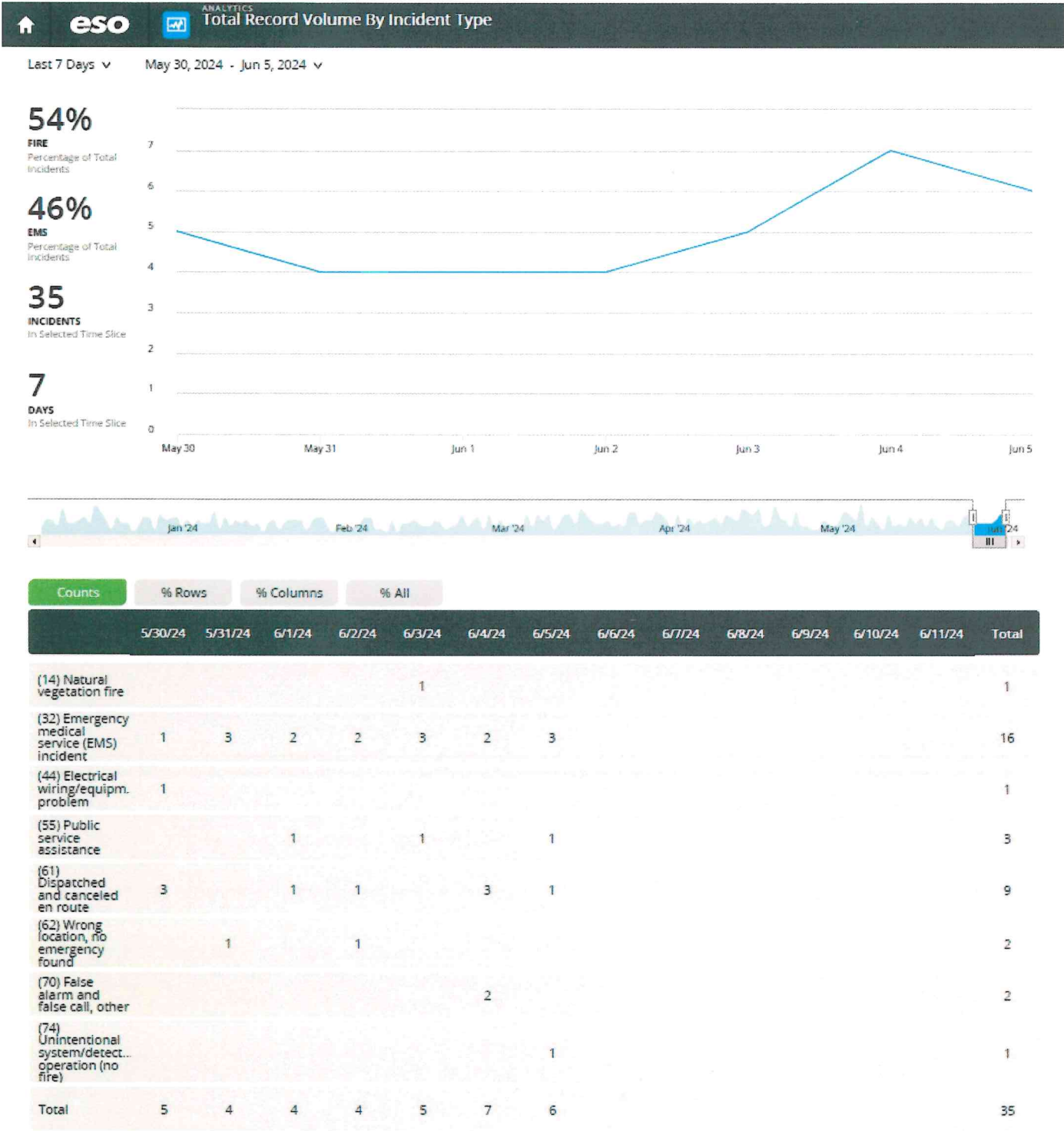
Flagler Beach Fire Department

Deputy Chief Stephen Cox

Scox@fbfire.org



Weekly Incident Response Data



Penny Overstreet

From: Robert Pace
Sent: Thursday, June 6, 2024 11:01 AM
To: Dale Martin
Cc: Penny Overstreet; Katherine Monroy
Subject: Weekly Highlights

Mr. Martin,

The following are the weekly highlights;

- Mental Hygiene Presentation

I mentioned in last week's report that I would be attending the Mental Hygiene Presentation. The company's founder (Michael Stahl) delivered the information. As I have discussed with you, I do believe there was some benefit gained by public safety members in completing the electronic version of the program. However, I did get some feedback that this was now just another assignment, rather than a wellness benefit. Liz and I have met several times to discuss the importance of offering mental wellness resources to all city staff. The idea was to have the Mental Hygiene Presentation be in conjunction with the city's EAP and Chaplin. That being stated, the new Volunteer City Chaplin Barry Harris was introduced to staff in attendance before the presentation began. There were several city staff members in attendance. There was much interaction between staff and Mr. Stahl, the information was well received and overall, it was a positive experience. Liz and I met after the meeting and agreed future speaking engagements hosted by Mental Hygiene would be a benefit to city staff.

- Volunteer Association Meeting

On Monday, the monthly Volunteer Association Meeting was held at the fire station. There are a few areas that department is looking for assistance on from the Association. The 4th of July event will require assistance from volunteer members. Volunteer members will be utilized mainly for traffic control and greeting outside public safety staff visiting the fire station. The Association will be contributing funds for the meal to be served on the 4th. The party celebrating the children who have completed the Smoky Bear Reading Challenge will be held at the fire station July 20th. The volunteers will supply and serve snacks to the kids. The Volunteer Association will also be contributing funds for future upgrades to be completed in the locker rooms and the kitchen.

- Fire Officer 2 Certification (Lieutenant Rainey)

As mentioned in a recent report, all of staff are doing well regarding progression in obtaining Fire Officer certifications. Specifically, Lieutenant Rainey has completed all the required classes in the Fire Officer 2 course. Those classes include Fire Prevention Practices, Fire Service Course Design, Tactics and Strategies 2, Private Fire Protection Systems and SERP. She has taken some time to study after completing the classes. Lt. Rainey applied to the State for testing eligibility and she was approved. The fee was submitted to Pearson Vue (Testing Center) to sit for the State exam. Lt. Rainey is currently waiting for a testing date from Pearson Vue.

- City Landing Zones

There have been some revisions and removal of city landing zones. The landing zones are utilized for patients to be air-lifted as a trauma alert. The landing zone on the corner (adjacent field) of S. Flagler Avenue and S. 7th St. and the field in front of Publix have been removed from rotation. The removal was due to heavy congestion in these areas. A new landing zone was added next to the Baptist Church on Roberts Rd. In addition, the Town of Beverly Beach is currently being accessed for another landing zone.

- Upcoming Event Dates

I was contacted by John Subers (Director Advent Health Foundation) on some upcoming event dates. It's hard to believe that event dates for the fall are being scheduled, but the way time flies, it will be here before we know it. The Pink Army Flag Raise in support of Breast Cancer Awareness will take place at 1st Friday October 4th. The blue flag will be raised in support of Prostate Cancer/Diabetes Awareness on November 1st. In addition, Mary Louk (Flagler Beach Women's Club) is now looking to reschedule the Smokin at the Firehouse event to either March or April due to possible issues with hurricane season in October.

- Continual Education Unit

Staff assigned a continual education unit called Weapons of Mass Destruction. Upon successful completion of the course, the firefighters were to obtain several objectives. Define weapons of mass destruction. Describe harm agents used in weapons of mass destruction. Recognize the appropriate protection measures to ensure the safety of first responders. Identify the signs and symptoms associated with the use of weapons of mass destruction. Finally, to provide emergency care to patients in an incident involving weapons of mass destruction.

- Impact Issues

There are a few events taking place in the city this weekend. 1st Friday will take place in Veterans Park June 7th. Saturday, June 8th the Hang 8 Surf Event will be held south of the pier and that evening a graduation party will be celebrated at Wickline Park 6:30 – 8:00 PM. This will be in addition to the anticipation of busy beach days. There are thousands of visitors expected in the city.

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



City of Flagler Beach
Water Treatment Plant



To: Dale Martin, City Manager

From: Jim Ramer, Water Plant Superintendent

Subject: Monthly Report for May 2024

June 3, 2024

In May, we produced 17,502,000 gallons of drinking water. This amount was 1,624,000 gallons greater than the amount we treated in April. The rainfall for May was 4.10 inches. We used 1,800 Gallons at the plant and used 6,153 Gallons for irrigation. The fire department used 25,000 gallons. Flushed the North End of town due to low chlorine residual. We used 667,800 gallons. We flushed Lakeshore Dr. due to low chlorine residual. We used 6,828 gallons.

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

DEP requires us to take five bacteriological samples from the distribution system monthly, according to our population. All samples passed on May 14th.

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

Staff repaired Train #1 vessel #1 coupling. Original coupling cracked. We plan on place the whole manifold in the future.

Ehab replaces blades on the mower.

Staff cleaned degasifier #2.

We cleared fence line.

John from FRWA stopped by to schedule in the future our Well head protection program when Well 16 is finished.

We worked on a communication problem with Well 11.

Staff cleaned Degasifiers #1.

The staff pumped out all of our chemical feed vaults, wash water recovery basin and Neutralization pit.

We had a contractor hit our raw water main in the wellfield. They repaired the damage themselves. We are investigating why no locates where called in before digging.

Staff cleaned all the Well sites.

We collected our monthly meter readings.

Ehab repaired meter at the North End Auto Flusher.

We collected our monthly and quarterly Well drawdown and statics and St Johns River Water Management District samples.

Staff cleaned #2 degasifier.

We collected our monthly bacteriological samples.



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		5/17/2024	To: Thursday		5/23/2024
Calls For Service	52	Felony Arrest	0	Reports Written	6
Self-Initiated	43	Misd. Arrest	1	Comm. Policing	16
Traffic Stops	48	City Ordinance	1	Security Checks	410
				Citations Issued	38
				Warnings (Written/Verbal)	41

Chief's Weekly Summary

Friday: Dayshift Officers conducted proactive traffic enforcement at the following location and times; 1800 block of South Flagler Avenue, from 10:25 a.m. to 11:00 a.m. No violations.

Friday: 5/17/24 @ 8:40 p.m. / Disturbance Physical - Arrest / 1224 South Oceanshore Boulevard (Topaz Motel): Patrol Officers responded to a report of two (2) subjects fighting in the parking lot. The ensuing investigation revealed that the disturbance was domestic in nature, and one (1) of the subjects was arrested for Domestic Violence Battery. The subject was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Friday: 5/17/24 @ 9:47 p.m. / Disabled Vehicle / 1300 Block South Flagler Avenue Waterway: A Patrol Officer promptly responded to a report of a disabled boat in the Intracoastal Waterway (ICW). After a thorough investigation, it was determined that the boat was able to make it back to the Moody boat ramp. No further action was required.

Friday: 5/17/24 @ 10:13 p.m. / Fireworks / 2100 Block of South Oceanshore Boulevard: A Patrol Officer responded to a report of illegal fireworks in the area. The responding Officer thoroughly checked the area, and no violations were observed. There were no additional complaints reported during the shift. No further action required.

Saturday: 5/18/24 @ 3:49 a.m. / Disturbance Verbal / 408 South Oceanshore Boulevard (7-11): Patrol Officers responded to a reported verbal disturbance at the business. Upon arrival, Officers made contact with both parties. One (1) of the involved individuals advised that she would leave if needed. The female left the store without incident. There was no physical contact between the parties, and no crimes committed; no further action required.

Saturday: 5/18/24 @ 5:00 p.m. / Crash – No Injury / Moody Lane at Lehigh Avenue: A Patrol Officer responded to the Publix parking lot in reference to a hit and run crash; with no injuries. The crash occurred when a white Hyundai Elantra was struck by a blue Jeep that continued to drive away. The Hyundai Driver followed the Jeep until Publix where they stopped, and the Jeep continued westbound on Moody Boulevard, but turned into the plaza. There were no injuries and no property damage, and the parties handled it amongst themselves.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
3400 block of South Oceanshore Boulevard from, 12:05 p.m. to 12:35 a.m. No violations.
1800 block of South Flagler Avenue, from 12:40 p.m. to 1:30 p.m. No violations.

Saturday: Nightshift Officers conducted briefing training by watching a video from Mr. Gordon Graham, titled; "Think Officer safety while sitting in your Police car." The squad watched the video and discussed the topic and its impact on everyday patrol in our City.

Saturday: 5/18/24 @ 5:36 p.m. / 911 Investigation / 600 Block of Lambert Avenue: A Patrol Officers received a report of a "911" hang up call to Dispatch. The responding Officer made contact with the caller, and it was confirmed that there was no emergency. No further action required.

Saturday: 5/18/24 @ 6:38 p.m. / Disabled Vehicle / 200 Block of 17th Street North: A Patrol Officer promptly responded to a report of a disabled motor vehicle. The responding Officer assisted the Driver with changing the vehicles flat tire. No further action required. **Good Job!**

Saturday: 5/18/24 @ 8:33 p.m. / Disturbance Physical / 800 South Daytona Avenue (Wickline Park): Patrol Officers responded to a report of females fighting in the Park. All parties involved gave conflicting stories, and the investigation is ongoing. A Police report was completed, and follow-up will be conducted on May 19th.

Sunday: Dayshift Officers completed a course in the online "Briefing Room", titled; "Safely deploying tire deflation devices". The primary takeaways included; Make sure you are in an area where you can find some cover when you deploy spike strips. Your cover should be an immovable object like a building. Your vehicle can move if it gets hit by a fast-moving vehicle and usually does not make for a good place to hide while deploying spike strips.

Sunday: 5/19/24 @ 1:45 p.m. / Traffic Control Problem / North Central Avenue at 10th Street North: A Patrol Officer found a stop sign knocked over at the intersection. A temporary sign was placed for traffic control, and an e-mail was sent to Public Works Staff to have the sign pole replaced. **Update:** Staff from Public Work replaced the pole and the sign was re-erected early Monday morning.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
2800 block of South Oceanshore Boulevard, from 10:00 a.m. to 10:35 a.m. No violations.
1800 block of South Flagler Avenue, from 2:20 p.m. to 3:00 p.m. No violations.

Sunday: 5/19/24 @ 6:00 p.m. / Disturbance Physical (Follow-Up) / 800 South Daytona Avenue (Wickline Park): Officers responded to the Police Department to speak with the individuals involved in a fight at the Park the day before. Videos of the altercation were obtained and reviewed. Charges have been sent to the State Attorney's Office for review. A supplement to the original Police report was completed. **Good follow up!**

Sunday: 5/19/24 @ 6:18 p.m. / Suspicious Incident / 200 Block of South Oceanshore Boulevard (Ocean Beach): A Patrol Officer received a report of a raft in the Ocean, east of the Pier. The reporting party was unsure if the raft was occupied or not. The Officer checked the area, but was unable to locate any raft in the Ocean.

Sunday: 5/19/24 @ 10:30 p.m. / Found Property / 204 South Flagler Avenue: A Patrol Officer was approached at the Police Department by a concerned citizen that found a purse. The Officer took possession of the purse, and was able to locate the owner. The owner responded to the Police Department and was reunited with her property. No further action required. **Good Job!**

Monday: 5/20/24 @ 1:03 a.m. / Alarm Residential / 2600 Block of South Oceanshore Boulevard: Patrol Officers responded to a residence in reference to a report of an alarm sounding. The home was checked and appeared secured. However, the rear gates had padlocks, so that area could not be checked. No further action required.

Monday: Chief Doughney assisted dayshift Patrol with parking enforcement during lunchtime, issuing two (2) City parking citations.

Monday: 5/20/24 @ 12:55 p.m. / 911 Investigation/ 414 Beach Village Drive (Publix): A Patrol Officer was dispatched to the plaza in reference to a "911" investigation. The Officer was able to determine that the call inadvertently "pocket dialed" and there was no emergency. No further action required.

Monday: 5/20/24 @ 3:09 p.m. / Larceny / 2200 Moody Boulevard (Wadsworth Park): The victim reported that he parked his bicycle against the wooden fence near the basketball courts at Wadsworth Park and then left to play soccer. Upon returning to his bike, the victim rode it to Publix for groceries, and realized that his backpack containing his wallet was missing. A Police report was completed. No suspect(s) at this time.

Monday: Nightshift Officers conducted briefing training by reviewing a recent Court case; State of Florida vs. Timothy Hickman. In this case, an Officer received a complaint of an illegally parked vehicle and while addressing the violation, discovered narcotics within the occupied vehicle.

Monday: Nightshift Officers conducted "Operation T-Docks". Officers conducted foot patrol at Wickline Park, the T-Docks and Betty Steflik Park. No issues or suspicious persons were located.

Monday: 5/20/24 @ 8:52 p.m. / Disabled Vehicle / South Oceanshore Boulevard at 15th Street South: Patrol Officers were dispatched to the area in reference to a vehicle that had become disabled in the southbound lane of SRA1A. Officers were able to divert traffic onto South Central Avenue until Rogers Towing arrived to remove the vehicle. No further action required.

Tuesday: 5/21/24 @ 1:02 p.m. / Crash / 600 South Oceanshore Boulevard: Patrol Officers responded to a crash involving two (2) vehicles; with no injuries. A Drivers Exchange of Information form was completed and provide to both parties.

Tuesday: 5/21/24 @ 3:25 p.m. / 911 Investigation / 1400 Block of South Daytona Avenue: A Patrol Officer was dispatched to a "911" call, geo-located to a residence. Upon arrival, the Officer was able to determine that the call was an inadvertent "pocket dial" by a construction worker at the residence. As there was no emergency, no further action as required.

Tuesday: Chief Doughney met with Ms. Heater Tran, organizer of the 2nd annual "Her Turn" surfing contest that will be held in our City on Saturday, June 1st. The meeting was held to go over final logistics such as saved parking spaces for the event. Chief Doughney assisted dayshift Patrol with parking enforcement, issuing two (2) City parking citations. Deputy Chief Blanchette picked up the Ford 150 pickup from Gary Yeoman's Ford in Daytona Beach. The vehicle was damaged during a crash on SR100 on March 13, 2024. Chief Doughney was an "on-air" guest with D.J. Surfin' Vern at 97.3 FM radio from 1:30 p.m. to 2:00 p.m. After the radio show was concluded, the June video of "Chief's Choice" at the Flagler Beach Library was filmed. This month's theme is "Exploring the Great Outdoors", and our Assistant Librarian, Marge and Chief Doughney provided their book recommendations. The video was filmed outdoors on the "T-Docks", is support of this month's theme, and the video will air on the Police Departments Facebook page on Saturday, June 1st.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following location and times; 1000 block of North Oceanshore Boulevard, from 10:45 p.m. to 11:15 p.m. No violations.

Tuesday: Officers monitored a newly formed roadway depression in the southbound lane of A1A at South 19th Street. Photographs were taken and sent to FDOT, whose Contractor responded to determine what they wanted to do. FDOT Contractors said they would also monitor the area throughout the night and decide what they wanted to do in the morning.

Tuesday: 5/21/24 @ 10:00 p.m. / Assist Motorist / 1900 Block South Oceanshore Boulevard: Patrol Officers assisted a motorist who had broken down in the middle of the northbound lane. Officers were able to help push the vehicle out of the roadway, and the owner contacted AAA; who responded to the scene to collect him and his disabled vehicle.

Wednesday: 5/22/24 @ 1:15 a.m. / Suspicious Vehicle / 3200 Block South Oceanshore Boulevard: Officers checked out with a vehicle that was parked on the dune in the FDOT Seawall construction zone. The operator had pulled over due to emergency vehicle issues, and he was able to regain power and continue traveling north.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 block of South Flagler Avenue, from 9:30 a.m. to 10:00 a.m. No violations. Top speed 27 mph.

Wednesday: Chief Doughney and Chief Pace participated in Wellness Walk Wednesday from 8:00 a.m. to 8:50 a.m. Chief Doughney attended the Special Magistrate Hearings at City Hall from 3:00 p.m. to p.m. Three (3) citizens contested City parking citations that were issued by the Chief. Chief Doughney also participated as a "Greeter" for the Stormwater Community Workshop, that was held at the Building Department at Wickline Park, from 4:30 p.m. to 7:00 p.m.

Wednesday: 5/22/24 @ 6:55 p.m. / Suspicious Incident / 3500 Block of South Oceanshore Boulevard: A Patrol Officer was dispatched in reference to an elderly female reporting an attempted fraud. The female's daughter prevented the potential victim from "taking the bait," and Officers counseled the potential victim on methods to secure her identity and avoid falling prey to future scams.

Wednesday: 5/22/24 @ 7:33 p.m. / Suspicious Incident / North Oceanshore Boulevard at Ocean Marina Drive: Patrol Officers were dispatched to this area in reference to a boat that the reporting party was concerned could be in distress. The Coast Guard had not received any distress calls, and they further advised that the caller's description of randomly flashing lights did not seem consistent with a distress signal. Officers could not locate the boat in question.

Wednesday: 5/22/24 @ 11:37 p.m. / Commercial Alarm / 215 South Oceanshore Boulevard (Funky Pelican): Patrol Officers responded to an audible alarm at the Funky Pelican. A perimeter check was conducted, the business was secure, and the alarm was determined to be false. No further action required.

Wednesday: 5/22/24 @ 11:48 p.m. / Assist Other Agency / 1100 Block South Daytona Avenue: Patrol Officers responded to a residence in reference to an attempt to make contact with the resident on behalf of Lake County Sheriff's Office. There was no answer at the door, so a voicemail message was left on the "Ring" door camera, and a case card left with Lake County Sheriff's Office contact information. No further action required.

Thursday: Chief Doughney worked in Patrol from 7:30 a.m. to 10:00 a.m. so Dayshift Officers could attend FUSUS surveillance camera training at the Flagler County Sheriff's Office Real Time Crime Center (RTCC). Chief Doughney, Deputy Chief Blanchette and our Administrative Assistant, Dee, met with Mr. Martin and our Finance Team from 1:00 p.m. to 2:15 p.m., in reference to our first 2024/2025 budget meeting.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
1800 block of South Flagler Avenue, from 1:10 p.m. to 1:40 p.m. No violations.
1800 block of South Oceanshore Boulevard, from 8:10 a.m. to 8:40 a.m. One (1) traffic stop, with one (1) State Traffic citation issued for speeding.

Thursday: 5/23/24 @ 9:45 p.m. / Suspicious Person/ 200 Block of South Flagler Avenue: Patrol Officers were dispatched in reference to a female who appeared intoxicated at the laundry mat. Officers made contact with the female in question who has numerous medical issues. The female could not stand up straight due to having back problems. No further action required.

Monthly Training: Officers continued to work on their May 2024 online monthly training through Police Law Institute. This month's topic is; **Mobile Home and Motor Home Law.**

Kiwanis Club Award: Chief Doughney presented Officer Guerrero with the Flagler/Palm Coast Kiwanis "**Officer of the Year**" award at the May 23, 2024, regular meeting of the City Commission. ***Congratulations Officer Guerrero!***

Public Assistance: In addition to his regular duties, our Property & Evidence Custodian, Jamie Z., assisted members of our community in the following ways this week;

- ✓ On Monday, two (2) citizens that reside in Kissimmee (Florida), who were applying for U.S. citizenship, called all the Law Enforcement agencies they could think of between Flagler Beach and Kissimmee and our agency was the only one that had availability to fingerprint them. The individuals drove from Kissimmee to Flagler Beach, and they were fingerprinted at our Department.
- ✓ On Monday, a Palm Coast resident that is applying for Irish citizenship had her application Notarized.
- ✓ On Thursday, an applicant that we are in the process of hiring as a Police Officer was fingerprinted as part of the requirements for his FDLE background investigation.
- ✓ A total of five (5) new golf carts were inspected by Jamie this week.



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

Chief's Weekly Report

From: Friday		5/31/2024	To: Thursday		6/6/2024
Calls For Service	63	Felony Arrest	0	Reports Written	12
Self-Initiated	44	Misd. Arrest	1	Comm. Policing	19
Traffic Stops	90	City Ordinance	2	Security Checks	308
				Citations Issued	87
				Warnings (Written/Verbal)	88

Chief's Weekly Summary

Friday: 5/31/24 @ 10:13 a.m. / Alarm Business / 915 South Daytona Avenue (Flagler Beach Community Church): Patrol Officer responded in reference to reports of an alarm sounding. Officers checked the business, which appeared secure. The alarm reset; no other action was required.

Friday: 5/31/24 @ 11:51 a.m. / Disturbance Physical / 800 Block of North Central Avenue: Patrol Officers received a report of two (2) subjects physically fighting in a black vehicle, that was travelling southbound on North Central Avenue. Officers stopped one (1) car matching the description, with negative results. The area was checked southbound to 17th Street South; with no other vehicles matching the vehicle in question. There were no other calls received in reference to these subjects or the vehicle.

Friday: 5/31/24 @ 2:21 p.m. / Reckless Driver / 2300 Block of Moody Boulevard: A Patrol Officer received a report of a female subject possibly impaired or with medical issues, that was operating a motor vehicle. The assigned Officer checked the area and was unable to locate the female or her vehicle. There were no additional calls with regards to this subject.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;

2200 block of Moody Boulevard, from 6:43 a.m. to 7:13 a.m. One (1) traffic stop, with one (1) written warning issued.

2200 block of South Oceanshore Boulevard, from 9:18 a.m. to 9:59 a.m. Two (2) traffic stops, with one (1) State Traffic citation issued, and one (1) written warning issued.

3400 block of South Oceanshore Boulevard, from 9:44 a.m. to 10:09 a.m. No violations.

2200 block of Moody Boulevard, from 12:41 p.m. to 1:17 p.m. One (1) traffic stop, with one (1) State Traffic citation issued.

700 block of South Oceanshore Boulevard, from 1:55 p.m. to 2:08 p.m. No violations.

Friday: Chief Doughney assisted patrol with parking enforcement during the afternoon, issuing one (1) City parking citation.

Friday: 5/31/24 @ 9:04 p.m. / Baker Act / 1224 South Oceanshore Boulevard (Topaz Motel): Patrol Officers responded in reference to a female subject who was talking to family members on the phone, and advised them that she was going to kill herself. Upon arrival, contact was made with the female, who was taken into protective custody under the Baker Act. After our Officer dropped the female off, a Staff member from Stewart-Marchman's facility in Bunnell, picked the female up and transported her to Halifax Hospital in Daytona Beach. A Police report was completed.

Friday: 5/31/24 @ 8:24 p.m. / Property Damage / 2200 Block of Moody Boulevard (Wadsworth Park): A Patrol Officer responded to the Park in reference to a report of a silver 2018 Lexus that was unlawfully keyed. The Officer made contact with the victim, who advised that her vehicle was keyed by an unknown person. A Police report was completed.

Friday: 5/31/24 @ 11:27 p.m. / Assault & Battery / 611 North Oceanshore Boulevard (Flagler Beach Winery): A Patrol Officer made contact with the victim at the Police Department, in reference to an incident that occurred earlier in the day at the Winery. The victim advised that he was confronted by three (3) male subject that told him to leave their female family member alone. One (1) of the male suspects grabbed the victims shoulders as he was sitting in a chair. The victim was provided with a statement form to fill out and return to the Officer. A Police report was completed; and further investigation to follow.

Friday: Nightshift Officers blocked off parking spaces on the eastside of A1A, from South 4th Street to South 5th Street, with regards to Saturday's 2nd annual "Her Turn" all female surfing tournament. The parking was blocked off after bar closing, utilizing materials provided by our Public Works Team. **Thanks to Jen and her team for the help!**

Saturday: 6/1/24 @ 6:20 a.m. / Illegal Parking / 400 Block of South Oceanshore Boulevard: A Patrol Officer responded to a report of a parking violation. Upon arrival, the Officer observed the violation, issued a City parking citation and placed the citation on the vehicles windshield.

Saturday: 6/1/24 @ 6:45 a.m. / Ordinance Violation / 400 Block of South Oceanshore Boulevard (Ocean Beach): After the Patrol Officer completed issuing the parking citation above, he respectfully approached four (4) dog owners on the beach; explaining that their presence with their animals was a City Ordinance violation. Unaware of the violations, the animal owners were educated and left the area without incident, reflecting the Department's commitment to community engagement and education.

Saturday: 6/1/24 @ 7:05 a.m. / 911 Investigation / 500 Henry Circle: Patrol Officers responded to a "911" hang up investigation in the area. Officers attempted contact at several apartments with negative results. There was no answer to the callback and no additional calls.

Saturday: 6/1/24 @ 8:59 a.m. / Assist Public / 204 South Flagler Avenue: A Patrol Officer contacted a subject at the Police Department who had questions regarding a parking citation he received. The Officer answered all of the subjects questions, and no other actions was required.

Saturday: 6/1/24 @ 9:08 a.m. / Crash - Hit & Run / 1400 Block of South Daytona Avenue: A Patrol Officer received a report of a delayed "Hit and Run" of an unoccupied vehicle. The Officer made contact with the vehicle owner, who advised that she parked her car two (2) days ago, and noticed it had been sideswiped on June 1st. The Officer completed a State Crash report. No suspect information at this time.

Saturday: 6/1/24 @ 10:51 a.m. / Criminal Mischief / 300 Block of 3rd Street South: A Patrol Officer responded to delayed vandalism that occurred on May 24, 2024. The reporting party/victim advised that she parked her car and later noticed it had been keyed. The investigation is ongoing; and a Police report was completed.

Saturday: 6/1/24 @ 4:48 p.m. / Crash - No Injury / 300 Block of 19th Street South: Patrol Officers responded to a reported single-vehicle crash. The ensuing crash investigation resulted in the Driver being issued a State Traffic citation, and the vehicle was towed. A State Crash report was completed.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 2200 block of Moody Boulevard, from 2:13 p.m. to 3:10 p.m. Six (6) traffic stops conducted, with four (4) written warnings and two (2) State Traffic citations issued.

Saturday: 6/1/24 @ 9:07 p.m. / Civil Information / 1224 South Oceanshore Boulevard: A Patrol Officer responded in reference to text messages received by the Operator of the restaurant located in the Topaz Motel. Upon the Officers arrival, contact was made with the owner and it was determined that there were no threat(s) made. There has been a long-standing civil issue between the old owner and the new owner. A Police report completed for informational purposes.

Saturday: 6/2/24 @ 2:14 a.m. / Driving Under the Influence - Arrest / 100 Block of Roberts Road: A Patrol Officer conducted a traffic stop on a motor vehicle travelling westbound over the SR100/Moody Bridge. The traffic stop was for unlawful speed, and for operating a motor vehicle without headlights. During the investigation, the Driver was given Field Sobriety Exercises; and subsequently, the Driver was placed under arrest for suspicion of Driving Under the Influence. The Driver was transported to the Flagler County Inmate Facility without incident.

Saturday: 6/1/24 @ 7:00 p.m. / Assault & Battery - Follow Up / 611 North Oceanshore Boulevard: A Patrol Officer followed up on the case from the Winery and also obtained video footage of the incident. A supplemental Police report completed; and no crime was committed.

Sunday: 6/2/24 @ 6:12 a.m. / Animal Complaint (Possible Dog Bite) / 1200 Block of North Central Avenue: Patrol Officers responded to a report of a possible dog bite. The investigation concluded that no bite occurred, and the owners of the dogs will keep them on a leash when off their property. No further action required.

Sunday: 6/2/24 @ 7:04 a.m. / Animal Complaint / 500 Block of South Oceanshore Boulevard: A Patrol Officer observed a leash law violation, and proactively contacted the owner. The Officer educated the owner about our City Ordinance, and a verbal warning was given.

Sunday: 6/2/24 @ 11:02 a.m. / Trespass / 2301 Moody Boulevard (CVS): Patrol Officers responded to the business in reference to a theft. After a thorough investigation, it was determined that no theft occurred. Management requested that the subject be trespass from the business, which was accomplished. Management will notify us if the subject returns to the premises. The situation was resolved without further incident.

Sunday: 6/2/24 @ 3:08 p.m. / Reckless Driver / 1500 Block of South Oceanshore Boulevard: Patrol Officers received a report of a reckless driver in the 1500 block of South Oceanshore Boulevard; the Driver possibly smoking marijuana while driving. Despite thorough checks, no vehicle matching the description was found in the area. No further action required.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
2200 block of Moody Boulevard, from 7:22 a.m. to 7:49 a.m. One (1) traffic stop, with one (1) written warning issued.

Palm Circle and North Flagler Avenue, from 8:19 a.m. to 9:06 a.m. No violations.

2200 block of Moody Boulevard, from 12:40 p.m. to 1:45 p.m. Six (6) traffic stops conducted, with four (4) written warnings and two (2) State Traffic citations issued.

Sunday: 6/2/24 @ 7:29 p.m. / Trespassing / 101 North Oceanshore Boulevard (Finn's): Patrol Officers responded in reference to a physical disturbance between two (2) males at the business. Upon our Officers arrival, they contacted both male subjects, and neither wished to pursue charges. The Manager of the business did request that the male who started the disturbance be trespass from the property. A Notice of Trespass was completed, and the male subject departed the area without further incident.

Monday: 6/3/24 @ 12:33 a.m. / Juvenile Incident / 408 South Oceanshore Boulevard: Patrol Officers responded to the business in reference to two (2) females that attempted to have an unknown male subject buy alcohol for them. The store clerk was able to intercept the alcohol that was left on the side of the 7-11 prior to the females taking it. The females were located at the Pier and denied everything. One (1) of the females was thirteen (13) years of age and contact was made with her Mother; who did not know that her daughter had snuck out of the house. The juvenile was returned home by our Officers. This is a perfect example of our need for a juvenile curfew.

Monday: 6/3/24 @ 8:53 p.m. / Suspicious Incident / 1224 South Oceanshore Boulevard (Island Grille): Patrol Officers were dispatched to the business with regards to an on-going civil issue. A Police report was completed.

Monday: 6/3/24 @ 9:14 p.m. / Animal Problem / South Daytona Avenue at 27th Street South: Patrol Officers were dispatched to the area in reference to a dog running loose. Officers canvassed the area, but they were unable to locate any at large animals. No further action required.

Monday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
2200 block of Moody Boulevard, from 8:15 p.m. to 8:45 p.m. No violations.

Tuesday: 6/4/24 @ 7:58p.m. / Animal Problem / 319 Moody Boulevard (Johnny D's): While on patrol, Officers located an injured armadillo in the parking lot of Johnny D's. The armadillo was relocated in some nearby woods. Sadly, the armadillo passed away shortly after it was released.

Tuesday: Chief Doughney attended the Flagler Beach Business Bureau (FB3) meeting, that was held at the Wickline Senior Center, from 9:00 a.m. to 10:00 a.m. Officer Nobre attended FUSUS, surveillance camera training, at the Flagler County Sheriff Office's "Real Time Crime Center" from 10:00 a.m. to 11:00 a.m. Officer Snyder was our Department's representative at this month's "**Operation Wreck-LESS**", a monthly traffic enforcement initiative in which all Law Enforcement agencies from Flagler County participate. During this month operation, Officer Snyder conducted ten (10) traffic stops, resulting in the issuance of eight (8) State Traffic citations and four (4) written warnings. **Good Job!**

Tuesday: 6/4/24 @ 7:56 a.m. / Agency Assistance / 2550 Moody Boulevard (Vystar Bank): Officers responded to the Bank to assist the Flagler County Sheriff's Office in reference to a suspicious person. The reporting party advised that there was an unknown male subject sleeping outside the employee entrance. Contact was made with the subject, who apologized for sleeping on the property and departed the area without incident.

Tuesday: 6/4/24 @ 11:42 a.m. / Baker Act / 400 Beach Village Drive (Publix Plaza): Patrol Officers responded to a report of a female sitting in her vehicle in the parking lot of the Hi Tulip. The subject had placed handwritten signs on the windows of her vehicle that read "I'm want to kill myself and go to heaven." Officers determined that the subject met the criteria of a Baker Act. Staff from Stewart-Marchman Act (SMA) responded and transported the subject to a SMA facility in Daytona Beach. A Police report was completed. **Good Job!**

Tuesday: 6/4/24 @ 3:12 p.m. / Stolen Tag / 825 Moody Lane: Patrol Officers responded to a call of a delayed theft. The reporting party/victim advised that when he went to renew his Florida trailer license plate, he noticed it was missing. The tag was removed from his boat trailer by an unknown person(s). The victim advised that there were still some metal of the tag attached to the bolts; meaning the tag was actually ripped off the trailer with force. The victim is sure that it occurred at the Moody Boat ramp; however, the time frame is from several weeks ago. A check of the License Plate Reader (LPR) system revealed that the last alert was 4/20/24. The tag and decal were entered into FCIC/NCIC as stolen by Flagler County Dispatch. A Police report was completed.

Tuesday: 6/4/24 @ 4:39 p.m. / Disturbance Verbal / 105 2nd Street: Patrol Officers responded to City Hall in reference to an irate customer. The subject in question was upset that his water was shut off due to non-payment. Officers stood by, due to the subject being angry and verbally abusive with City employees. Officers were able to de-escalate the subject and calm him down. The subject eventually departed the area without further incident.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
2200 Moody Boulevard, from 6:30 p.m. to 7:00 p.m. No violations.

Tuesday: 6/4/24 @ 8:54 p.m. / BOLO / South Oceanshore Boulevard @ Highbridge Road: Patrol Officers were dispatched to the area to "Be On the Lookout" (BOLO) for a vehicle that had fled from the Volusia County Sheriff's Office (VCSO) and the Daytona Beach Police Department (DBPD). DBPD had successfully deployed stop sticks on the vehicle as it was last seen traveling northbound on A1A. The vehicle crashed on Highbridge Road just before Walter Boardman Lane. Our Officers, along with Deputies from the Flagler County Sheriff's Office assisted with perimeter points, while VCSO's Air-One helicopter and a VCSO K-9 searched the area. The occupants of the vehicle were not located, and the investigation was turned over to DBPD and VCSO units. Our Officers were on the call for approximately two (2) hours. **Great teamwork!**

Wednesday: Chief Doughney participated in Wellness Walk Wednesday from 8:00 a.m. to 8:43 a.m., and then attended the Department Head Staff meeting at City Hall with Mr. Martin from 9:00 a.m. to 10:00 a.m. Chief Doughney assisted patrol with parking enforcement, issuing two (2) City parking citations.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 2200 block of Moody Boulevard, from 1:44 p.m. to 2:44 p.m. Five (5) traffic stops, with three (3) written warnings, one (1) State Traffic citation, and one (1) State Criminal Traffic citation issued.

Wednesday: 6/5/24 @ 9:28 a.m. / Reckless Driver / 3900 Block of South Oceanshore Boulevard: A Patrol Officer responded to a report of a truck weaving in and out of a traffic lane. The area was thoroughly checked, and the possible truck was located parked and unoccupied; with no persons in the area. No further action required.

Wednesday: 6/5/24 @ 11:26 a.m. / Assist Public / 204 South Flagler Avenue: A Patrol Officer responded to the Police Department in order to conduct a golf cart inspection. Once the inspection was accomplished, all required paperwork was completed and provided to the owner.

Wednesday: 6/5/24 @ 3:47 p.m. / Animal Complaint / 300 block North Oceanshore Boulevard: A Patrol Officer responded to a report of two (2) dogs in a locked truck; with the windows cracked. Upon arrival, the owner was with the dogs, and both appeared fine. No other action required.

Wednesday: 6/5/24 @ 4:35 p.m. / 911 Investigation / 1800 Block of South-Central Avenue: A Patrol Officer received a report of "911" hang-up; with no answer on callback. The call was "geo-located" to this area (no specific address). The Officers checked the area, with negative results. No additional calls were received.

Wednesday: 6/6/24 @ 2:00 a.m. / Assist Other Agency (FHP) / 101 North Oceanshore Boulevard: A Patrol Officer assisted a Florida Highway Patrol (FHP) Trooper on a traffic stop, and stood by while the Trooper conducted field sobriety exercises. The results of the Troopers investigation led to the arrest of the Driver for Driving Under the Influence (DUI). No other action taken. **Good teamwork!**

Wednesday: 6/5/24 @ 9:38 p.m. / Assist Other Agency / 2474 North Ocean Shore Boulevard: A Patrol Officer responded in reference to a "911" hang up call, located just outside of the City; per a request from the Flagler County Sheriff's Office. The responding Officer made contact with the caller, who advised that said call was accidental, and there were no problems. No further action required.

Wednesday: 6/5/24 @ 8:17 p.m. / 911 Investigation / 500 South Oceanshore Boulevard (The Anchor): Patrol Officers responded in reference to a "911" hang up from a cell phone. Upon arrival, it was found to be a female unconscious in the restaurant. Medical personnel responded and transported the female to Advent-Health South. No further action taken by Law Enforcement.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
 3400 block of South Oceanshore Boulevard, from 9:41 a.m. to 10:06 a.m. One (1) traffic stop, with one (1) written warning issued.
 400 block of John Anderson Highway, from 10:16 a.m. to 11:03 a.m. Three (3) traffic stops, with one (1) State Traffic citation issued and two (2) written warnings issued.
 2200 block of Moody Boulevard, from 1:13 p.m. to 1:40 p.m. One (1) traffic stop, with one (1) written warning issued.

Thursday: At 10:00 a.m., Deputy Chief Blanchette attended at meeting at City Hall with the Army Corps Team that will be facilitating the Beach Re-nourishment project. Chief Doughney attended the Flagler Crisis Communicators Quarterly Meeting for local Public Information Officers (PIO's), that was held at Palm Coast City Hall, from 3:00 p.m. to 4:30 p.m.

Thursday: 6/6/24 @ 5:54 p.m. / Suspicious Incident / 700 Ocean Marina Drive: Officers responded in reference to a sliding glass door that was broken at the condominium club house. The glass in the door was shattered, but there was nothing located that could have been used to shatter the glass. There was nothing was missing or damaged in the club house. The reporting party just wanted the incident documented.

Thursday: 6/6/24 @ 7:16 p.m. / Crash - No Injuries / 800 South Daytona Avenue: A Patrol Officer responded in reference to an anonymous complaint of two (2) vehicles racing on South Flagler Avenue; waving guns out of the windows. Officers were advised that the vehicles had crashed at the Wickline Park, in the south parking lot; near the tennis courts. Upon the Officers arrival, contact was made with the two (2) juveniles who were driving the involved vehicles. There were no guns located in either vehicle. The crash was very minor, with no injuries. The parents of the juveniles were notified, and they responded to the scene. A Driver's Exchange of Information form was completed and the juveniles were released to their parents.

Thursday: Nightshift Officers blocked off parking on the eastside of South Oceanshore Boulevard (A1A), in the 400 and 500 blocks, in preparation for Saturday's "Hang 8" dog surfing event.

Monthly Training: Officers began working on their June 2024 online monthly training though Police Law Institute. This month's topic is; **Lawful Personal Seizures.**

FAHN Conference: Detective Vinci attended a week-long training conference, in Clearwater Beach, Florida; hosted by the Florida Association of Hostage Negotiators (FAHN). Detective Vinci is assigned to the Flagler County Sheriff's Office's Crisis Negotiations Team, and her attendance at this annual conference is our commitment to her being part of the Crisis Negotiation Team.