



# CITY COMMISSION REGULAR MEETING AGENDA

Thursday, March 27, 2025 at 5:30 PM

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

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ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

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

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

6. Consent Agenda

- a. Approve the minutes of the Special and Regular Meetings of March 13, 2025.
- b. Approve a Memorandum of Agreement between United States Immigration & Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS) and the City of Flagler Beach.

7. General Business

- a. Resolution 2025-29. A Resolution of the City Commission of the City of Flagler Beach to pass third-party Automated Clearing House fees to customers for payments related to utility bills and parking tickets; providing for conflict and an effective date.
- b. Resolution 2025-30. A Resolution of the City Commission of the City of Flagler Beach to award a proposal submitted by Mead & Hunt to provide design services and permitting for a new 16-inch water main along Lambert Avenue (Project # 636) for an amount not to exceed \$149,957.90; providing for conflict and an effective date.
- c. Resolution 2025-31. A Resolution by the City Commission of the City of Flagler Beach, Florida declaring certain items as surplus; providing for conflict and an effective date.
- d. Resolution 2025-32. A Resolution of the City Commission of the City of Flagler Beach to approve a Change Order submitted by Lads Construction Services, LLC for painting and repairs to the Library (Project # 588) in an amount not to exceed \$13,093.05; providing for conflict and an effective date.
- e. Resolution 2025-33. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a Lift Station License Agreement between Type E Corporation, and the City of Flagler Beach, creating a license for the use of the Corporation's property, determining a lump sum payment, an annual use fee, and a termination clause; providing for conflict and an effective date.

- [f.](#) Resolution 2025-34. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an application to the Prioritized Projects Grant List of the River To Sea Transportation Planning Organization; providing for conflict and an effective date.
- [g.](#) Appointment of Elected Officials to various Boards and Committees serving as City Representative.

## **8. Public Hearings**

- [a.](#) Ordinance 2024-02. An Ordinance of the City of Flagler Beach, Florida, related to annexation procedures; readopting amendments to Chapter 2, Section 2-2, included in Ordinance 2024-01 which removed the requirement for a referendum conducted within existing city limits for certain annexations; or, alternatively, repealing Ordinance 2024-01 and reinstituting the requirement for a referendum conducted within existing city limits for certain annexations; providing for inclusion in the code of ordinances; providing for conflict; providing an effective date hereof - final reading.

## **9. Staff Reports**

- a. City Attorney:
- b. City Manager:
- c. City Clerk:

## **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

City of Flagler Beach

Declaring April as Water Conservation Month

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, The State of Florida, Water Management Districts and (your name) are working together to increase awareness about the importance of water conservation; and

WHEREAS, Flagler Beach and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida’s Water Conservation Month, to educate citizens about how they can help save Florida’s precious water resources; and

WHEREAS, Flagler Beach has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, efficient irrigation design, programming, and maintenance can conserve water, (your name) will encourage citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements.

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor, of the City of Flagler Beach I do hereby proclaim the month of April as

**Water Conservation Month**

Flagler Beach, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water. For this, the 27th year of Water Conservation Month, there will be a special focus on irrigation system evaluations.

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Patti King, Mayor



## CITY COMMISSION SINE DIE MEETING MINUTES

Thursday, March 13, 2025, at 5:00 PM

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

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

1. **Call the meeting to order.** Chair Spradley called the meeting to order at 5:37 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Commissioner Sherman led the pledge to the flag.
3. **Proclamations and Awards**
4. **Consent Agenda**
  - a. Approve the March 6, 2025, Workshop Minutes. Motion by Commissioner Sherman to approve the March 6, 2025, Workshop minutes. Commissioner Cooley seconded the motion. The motion carried unanimously.
5. **General Business**
  - a. Resolution 2025-24. A Resolution by the City of Flagler Beach, Florida, determining the date and time of adjournment Sine Die of the City Commission of the City of Flagler Beach, Florida; providing for conflict and an effective date. Attorney Smith read the title the resolution into the record. Motion by Commissioner Mealy to approve Resolution 2025-24. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.
6. **Adjournment:** Commissioner Mealy put forth a motion to adjourn the meeting at 5:08 p.m.

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Scott Spradley, Chairman

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Penny Overstreet, City Clerk





## CITY COMMISSION ORGANIZATIONAL MEETING MINUTES

Thursday, March 13, 2025, at 5:20 PM

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

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

1. **Call the meeting to order.** Commissioner Spradley called the meeting to order at 5:28 p.m.

2. **General Business**

- a. Swearing in Commissioner John Cunningham.
- b. Swearing in Commissioner James Sherman.

Attorney Smith administered the Oaths of Office for both Commissioner Cunningham and Sherman.

- c. Nominations for Chairman. A consensus was reached to use scoring cards for the nominations. Clerk Overstreet noted a tie between Commissioner Sherman and Belhumeur. The Officials voted again for just the two who were tied. Commissioner Sherman received the vote.
- d. Resolution 2025-25. A resolution by the City of Flagler Beach, Florida, appointing James Sherman as Chairman of the City Commission of the City of Flagler Beach, Florida; providing for conflict and effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Belhumeur to approve Resolution 2025-25. Commissioner Sherman seconded the motion. Commissioner Spradley opened public comments. No comments were offered. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.
- e. Nominations for Vice-Chairman. Clerk Overstreet reported Commissioner Belhumeur received the vote.
- f. Resolution 2025-26. A Resolution by the City of Flagler Beach, Florida, appointing Rick Belhumeur as Vice-Chairman of the City Commission of the City of Flagler Beach, Florida; providing for conflict and effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Sherman to approve Resolution 2025-26. Commissioner Cooley seconded the motion. Commissioner Spradley opened public comments. No comments were offered. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.
- g. Resolution 2025-27. A Resolution by the City of Flagler Beach, Florida, designating signatories for the bank accounts at Florida Prime, Florida Municipal Investment Trust, PNC and Truist Bank; providing for conflict and effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Belhumeur to approve Resolution 2025-27. Commissioner Cooley seconded the motion. Commissioner Spradley opened public comments. No comments were offered. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.
- h. Resolution 2025-28. A Resolution by the City of Flagler Beach, Florida, declaring the City Commission is duly organized and ready to transact any business that would properly come before it; providing for conflict and effective date. Attorney Smith read the title of the resolution into the record. Motion by

Commissioner Belhumeur to approve Resolution 2025-28. Commissioner Cooley seconded the motion. Commissioner Spradley opened public comments. No comments were offered. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.

3. **Adjournment:** Commissioner Cooley put forth a motion to adjourn the meeting at 5:48 p.m.

Commissioner Spradley

Penny Overstreet, City Clerk



## CITY COMMISSION REGULAR MEETING MINUTES

Thursday, March 13, 2025 at 5:30 PM

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

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

1. Call the meeting to order: Chair Sherman called the meeting to order at 5:46 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. Development Disabilities Awareness Month: Terri Baker of the Cedar Bridge Foundation accepted the proclamation and spoke about the foundation.
4. Deletions and changes to the agenda. There were no deletions or changes to the agenda.
5. Public comments regarding items not on the agenda: Steve Dalley asked for an update on the Joint County meeting.
6. Consent Agenda
  - a. Approve the meeting minutes of February 27, 2025.
  - b. Authorize East Flagler Mosquito Control District and their subcontractors to perform low-level flights "500 feet or below" to apply insecticides approved and labeled for mosquito control use over congested areas.
  - c. Appointments to fill vacancies for the Primary Representative to the River to Sea Transportation Planning Organization Bicycle and Pedestrian Advisory Committee (BPAC) and the Citizens Advisory Committee (CAC).

Motion by Commissioner Belhumeur, seconded by Commissioner Cooley, to approve the consent agenda. The motion carried unanimously.

7. General Business
  - a. Application OE-25-03-01 Request for an Annual Outdoor Entertainment Permit – The Cajun Beach – 1112 S. Ocean Shore Blvd. -Applicant – Patrick McKinney. Attorney Smith counseled the Commission that it was a quasi-judicial hearing. He reviewed the criteria to consider when deciding on the item. Attorney Hunter Bernard represents Patrick McKinney reported his client is agreeable to no live music after 9:30 p.m., no drums and no Karaoke. Greg Valentini was introduced as the sound expert for Mr. McKinney. Mr. Valentini has 40-years' experience in the field. He suggested to Mr. McKinney to shield the sound of the stage. Mr. McKinney has since installed walls on either side of the stage to better direct the sound toward the ocean and away from the neighborhood. Attorney Smith asked Mr. Valentini to explain his experience. He worked the Olympics, has a degree in electronics and professional certification in event management. He reported he had worked on thousands of outdoor events over the years. Discussion

among the Commission included the placement of the speakers, the foam used to insulate the noise and Mr. McKinney's relationship with the hotel adjacent to his property. Mr. McKinney stated the manager, and the owner came and had lunch at his establishment and said they wanted to work with him. Public comment was opened. The following people expressed their concerns, opinions and suggestions: Brenda Wotherspoon, Tom Wotherspoon, Gail Wadsworth, Brent King, Brenda Montgomery, Heather Hodovance, Scott Crone and Derek Hodovance. Public comment was closed. Attorney Bernard said the permit should be issued and he should be provided with the opportunity and go through the three strikes process if in violation.

Motion by Commissioner Cooley to approve OE OE-25-03-01 with the conditions offered by the applicant: all outdoor entertainment cease at 9:30 p.m., no drums, no karaoke, and the speakers should be placed no further forward on the stage than the front forward wall. The motion was seconded by Commissioner Belhumeur. The motion was amended to include no additional speakers than those currently on site. The motion carried three to one, with Commissioner Spradley abstaining from the vote, and filing a Form 8b and Chair Sherman voting no.

Commissioner Cooley inquired of Chief Doughney if they had the equipment and staff to respond appropriately to a sound complaint. Chief Doughney responded in the affirmative and stated the two sound meters have been certified. Chief Doughney added the noise ordinance that has since been amended was much easier to enforce before being amended.

Chairman Sherman recessed the meeting at 7:10 p.m. The meeting reconvened at 7:25 p.m.

- b. Presentation from Stantec on the Sanitation Fund. Peter Napoli, Senior Manager, Stantec, reviewed a Power Point Presentation regarding the feasibility of the Sanitation Fund. Discussion among the Commission included inflationary rates around 5% per year; the proposed rate increase being 3.5% based upon the fund balance and revenues and expense; the rate studies of neighboring municipalities and whether those rates are privatized and whether revenue streams include the glass crushing machinery. Santec reported that privatization was not surveyed, and they would need to defer to operational staff. There was no action taken on this matter.
- c. Presentation regarding the Wastewater Treatment System. Mr. Martin reviewed a presentation that staff reviewed with the Citizens Academy. There was no action taken on this matter.
- d. Resolution 2025-21. A Resolution of the City Commission of the City of Flagler Beach, Florida, authorizing a Highway Maintenance Memorandum of Agreement between the City of Flagler Beach and the Florida Department of Transportation for the maintenance of state road rights-of-way by the City (Project #594); providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Discussion included: how the City could commit to this as we are not clear about the future of the City's Maintenance Department, the right to terminate; the amount of area needed to maintain within the contract; maintenance of parking lots; properly fulfilling the contract; focus of the City roads; the number of City staff in the department to fulfill the contract and maintenance of the City's rights-of-way. Commissioner Cooley wants to take care of our own streets. Commissioner Spradley asked if the City does not take the contract, would it go to another entity or will it not get done. No motion was given. No action was taken on this matter. Public comment. Daryl Reynolds wanted to know why the residents were not allowed to ask questions to Stantec. Mr. Martin indicated he would forward any questions along to Santec. Public comments were closed.
- e. Resolution 2025-22. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the purchase of manhole rings/covers from Ferguson Waterworks (Project #616) for the City of Flagler Beach, in an amount not to exceed \$44,945; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Discussion included the location of the manhole rings; software programs used by the department; the map indicating those with the highest risk; how many more need to be worked on after this is completed; the need for more data. Motion by Commissioner Cooley, seconded by Commissioner Spradley, to table the item. Public comment was

opened. The following citizens came forward to give their concerns, opinions and suggestions: Ken Bryan and Daryl Reynolds. The motion carried unanimously.

- f. Resolution 2025-23. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a construction contract from Engineered Spray Solutions in an amount not to exceed \$66,081.00 for the services summarized in Exhibit A at Lift Station #11 (Project # 592), providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Discussion included Lift Station 11 being one of the newer lift stations and needing replacement so early in its life; the noise of the pump being a nuisance to the neighborhood and why the City cannot have any recourse. Bill Freeman, City Engineer, reported the pump was vibrating on the bottom and broke up all the concrete and the reason why the city has no recourse is because the company that did the previous work is no longer in business. Motion by Commissioner Cooley, seconded by Commissioner Spradley, to approve Resolution 2025-23. Chairman Sherman opened public comments. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.

#### 8. Public Hearings

- a. Ordinance 2025-01. An Ordinance of the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Appendix "A," Land Development Regulations, to specify elevation of manufactured homes in flood hazard areas; to adopt and reformat local amendments to the Florida Building Code; providing for applicability, severability, and an effective date (Final Reading). Attorney Smith read the title into the record. Commissioner Spradley heard from a couple of builders suggested three feet above board. Commissioner Belhumeur explained what used to be based base elevation has changed a foot. Chair Sherman would like to have a constructive discussion regarding fill-dirt. Motion by Commissioner Belhumeur, seconded by Commissioner Cooley, we approve 2025-01. The public hearing was opened. Boudie Estberg came forward to give his concerns, opinions and suggestions. The public hearing was closed. The motion carried unanimously, after a roll call vote.

Commissioner Sherman asked Mr. Martin when the City could schedule a workshop on fill-dirt. It was decided to have the workshop before the first meeting in May and to invite the Home Builders Association.

- b. Ordinance 2025-02. An Ordinance of the City of Flagler Beach, Florida, related to annexation procedures; readopting amendments to Chapter 2, Section 2-2, included in Ordinance 2024-01 which removed the requirement for a referendum conducted within existing city limits for certain annexations; or, alternatively, repealing Ordinance 2024-01 and reinstituting the requirement for a referendum conducted within existing city limits for certain annexations; providing for inclusion in the code of ordinances; providing for conflict; providing an effective date hereof - first reading. Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Cooley, seconded by Commissioner Belhumeur, to approve 2025-02. The public hearing was opened. The following citizens came forward to express their concerns, opinions and suggestions: John Tanner, Kim Carney, Charlie Morrow, Caleb Hathaway, and RJ Santore. The public hearing was closed. The motion and the second were amended to include "in addition to the requirements of state law, if any proposed annexation would expand the geographic area of the city more than 5% of the existing area, such annexation shall require the affirmative vote of at least four City Commissioners. The motion carried four to one, with Commissioner Cunningham voting no.

#### 9. Staff Reports

- a. City Attorney advised Mr. Barnhill requested a discussion item for two-hour parking on Central and 2nd and only the downtown area. The PAR Board asked them to consider two-hour parking on the strategic planning discussion.

- b. City Manager reported that we have scheduled a workshop at the beginning of April regarding parking. The discussion from the Workshop should pave the way for the Strategic Planning Session. Bill Freeman has scheduled a public forum for the residents located in 27 hundred block of S. Daytona. Mr. Martin hired a Facilities Director starting March 31st. Staff's capital budgets are due tomorrow. We are still doing interviews for the Fire Chief. The next CRA Meeting is scheduled for the 27th. Ms. Ryan will be present for that meeting. Three requests for legislative assistance have been filed with the Senate Committee. He is Working on the TPO application. N. 5th Street Parking Lot will start refurbishment soon. Mr. Martin spoke of the necessary road closure due to the replacement of the water main on South Central Avenue.
- c. City Clerk: No comments.

#### 10. Commission Comments

- a. Commission comments, including reports from meetings attended.

Mayor King thanked Attorney Smith and his firm for being the first Centennial Sponsor donating \$5,000 to the Centennial Celebrations. She started the Commissioner Academy training and went out with the Lift Station Crew.

Commissioner Spradley congratulated Commissioner Cunningham and Commissioner Sherman. He thanked Jane Mealy for her years of dedication to the City. He felt the Joint Cities Workshop was the beginning of good news for all. Commissioner Spradley will be holding his 60th Town Hall meeting on Saturday.

Commissioner Belhumeur was hoping that the improvements to Veterans Park would be included in the Strategic Planning session.

Commissioner Cunningham thanked all for their support.

Commissioner Cooley thanked Jane Mealy for over two decades of service. He thanked her for everything she taught him.

Chair Sherman echoed Commissioner Cooley's sentiment for Commissioner Mealy and congratulated Commissioner Cunningham.

- 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.*

The following citizens came forward to express their concerns, opinions and suggestions: Kim Carney, John Tanner, R.J. Santore, Steve Dalley, Daryl Reynolds, Ken Bryan and Charlie Morrow.

- 11. Adjournment. Motion by Commissioner Belhumeur to adjourn the meeting at 9:43 p.m.

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James Sherman, Chairman

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Penny Overstreet, City Clerk



## STAFF REPORT

City Commission Regular Meeting

March 27, 2025



**To:** Elected Officials

**From:** Dale L. Martin, City Manager

**Date:** March 7, 2025

**Item Name:** Approve a Memorandum of Agreement between United States Immigration & Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS) and the City of Flagler Beach.

**Background:** On January 20, 2025, President Donald J. Trump issued Executive Order (EO) 14159, *Protecting the American People Against Invasion*. This EO requires ICE to authorize State and local law enforcement officials, as the Secretary of Homeland Security determines are qualified and appropriate, under section 287(g) of the Immigration and Nationality Act to the maximum extent permitted by law. Several states, including but not limited to Georgia and Florida, have passed, or are considering, State legislation mandating Law Enforcement Agencies (LEAs) seek out or enter into memorandums of agreement (MOA) with ICE pursuant to a partnership under the 287(g) Program.

Participation in the 287(g) Program is limited to LEA's only. LEAs interested in participating in the 287(g) Program must sign an MOA with ICE. LEAs will nominate officers to participate in the 287(g) Program. Nominees must possess U.S. citizenship, complete and pass a background investigation, and have knowledge of and have enforced laws and regulations related to Law Enforcement activities at their jurisdictions. Nominees will receive training at the expense of ICE related to the immigration duties pertinent to the applicable MOA.

**Fiscal Impact:** Nominees will receive training at the expense of ICE related to the immigration duties pertinent to the applicable MOA.

**Staff Recommendation:** Approve the Memorandum of Agreement and authorize Mayor to sign same.

**Attachment:** Memorandum of Agreement

## **MEMORANDUM OF AGREEMENT**

### **287(g) Task Force Model**

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the City of Flagler Beach, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the City of Fla (hereinafter interchangeably referred to as “Law Enforcement Agency” (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents the City of Flagler Beach in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

#### **I. PURPOSE**

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA’s jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

#### **II. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-276, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

#### **III. POLICY**

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.



#### **IV. TRAINING AND ASSIGNMENTS**

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

#### **V. DESIGNATION OF AUTHORIZED FUNCTIONS**

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

## **VI. RESOLUTION OF LOCAL CHARGES**

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

## **VII. NOMINATION OF PERSONNEL**

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

Revised 02/12/2025

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

## **VIII. TRAINING OF PERSONNEL**

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

## **IX. CERTIFICATION AND AUTHORIZATION**

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

## **X. COSTS AND EXPENDITURES**

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

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defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

## **XI. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

## **XII. REPORTING REQUIREMENTS**

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

## **XIII. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

#### **XIV. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at <sup>600 North Orange Avenue, Suite 5000</sup> ~~at~~ <sup>Orlando, FL 32801</sup>. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

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used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

## **XV. COMPLAINT PROCEDURES**

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

## **XVI. CIVIL RIGHTS STANDARDS**

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

## **XVII. MODIFICATION OF THIS MOA**

Modifications of this MOA must be proposed in writing and approved by the signatories.

## **XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE’s decision to terminate a MOA will be published on ICE’s website 90 days in advance of the MOA’s termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**For ICE:**

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



**APPENDIX A**  
**POINTS OF CONTACT**

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:	Department of Homeland Security Immigration and Customs Enforcement Enforcement and Removal Operations Assistant Director for Enforcement Washington DC
For the LEA:	Matthew P. Doughney _____ Flagler Beach Police Depart _____ 204 South Flagler Avenue _____ Flagler Beach, Fl. 32136 _____ _____

## APPENDIX B

### COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the City of Flagler Beach, hereinafter referred to as the “Law Enforcement Agency” (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals’ civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at ICEOPRIntake@ice.dhs.gov.

#### **1. Complaint Reporting Procedures**

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at ICEOPRIntake@ice.dhs.gov.

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

## 2. Review of Complaints

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## 3. Complaint Resolution Procedures

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

### A. Referral of Complaints to LEA Internal Affairs Division.

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

### B. Interim Action Pending Complaint Resolution

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

### C. Time Parameters for Resolution of Complaints

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

### D. Notification of Resolution of a Complaint

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

## **APPENDIX C**

### **PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

**For the LEA:**

Matthew P. Doughney  
Chief of Police  
Flagler Beach Police Department  
204 S. Flagler Avenue  
Flagler Beach, Fl. 32136

**For ICE:**

Department of Homeland Security  
Immigration and Customs Enforcement  
Office of Public Affairs



**STAFF REPORT**  
**City Commission Regular Meeting**  
**March 27, 2025**



**To:** Elected Officials

**From:** Dale L. Martin, City Manager

**Date:** March 21, 2025

**Item Name:** Resolution 2025-29. A Resolution of the City Commission of the City of Flagler Beach to pass third-party Automated Clearing House fees to customers for payments related to utility bills and parking tickets; providing for conflict and an effective date.

**Background:** Automated Clearing House (ACH) fees are charged by financial institutions for processing bank-to-bank electronic payments. The City has assumed the cost of the ACH fees on behalf of customers. It has become a common business and government practice to charge back these fees to the customer (frequently seen as a surcharge for electronic payments). The current charge to the City is \$0.65 per transaction. Although seemingly nominal, the City’s monthly ACH fees are approximately \$600.

The City is implementing the use of a financial security system for electronic transactions, which will change the processing fee from a flat rate to a variable rate based upon the amount of the transaction. This system, Trustly, will provide additional measures to ensure transactions are conducted securely. The fees associated with this system are illustrated below:

<u>Check Amount</u>	<u>Convenience Fee</u>
≤ \$500	\$ 1.95
≤ \$5,000	\$ 2.95
≤ \$10,000	\$ 4.95
≤ \$20,000	\$ 9.95
≤ \$50,000	\$ 19.95
> \$50,000	0.25% of check value

If residents (customers) wish to avoid the fees associated with electronic transactions, utility bills and parking tickets can be paid with cash, traditional check (mailed or hand-delivered to the Utility Billing office at City Hall or deposited in the Utility Payment drop box located in front of City Hall on S. 2<sup>nd</sup> Street), or establish an Automatic Draft (a direct transfer from a bank account to the City; form for this process available on the City website).

**Fiscal Impact:** The fees described above will be passed directly to residents (customers), reducing the costs and improving the security of electronic banking transactions.

**Staff Recommendation:** Staff recommends approval of Resolution 2025-29.

**Attachment:**  
Resolution 2025-29

**RESOLUTION NO. 2025-29****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO PASS THIRD-PARTY AUTOMATED CLEARING HOUSE FEES TO CUSTOMERS FOR PAYMENTS RELATED TO UTILITY BILLS AND PARKING TICKETS; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Flagler Beach, Florida provides the public the availability to make payments with an electronic ACH transaction from their financial institution; and,

**WHEREAS**, the City has been absorbing the fees charged to it to process the ACH transactions when processed through a third-party processor; and,

**WHEREAS**, currently, when ACH payments are pre-scheduled for automatic payments through the City to occur approximately the 18<sup>th</sup> of each month, the City is able to avoid the third-party ACH fees; and,

**WHEREAS**, the fee is incurred when ACH payments are used for the convenience of the payor but not on the City's pre-scheduled automatic payment program; and,

**WHEREAS**, the City Commission has determined that third party processing fees incurred by the City should be paid by the person using ACH to make the payment; and,

**WHEREAS**, the City Commission has determined that this can be accomplished by adopting a pass-through fee for ACH charges; and,

**WHEREAS**, the rates set forth herein are the same rates charged to the City for the third-party processing of ACH payments based on the value of the ACH transaction; and,

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

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

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

SECTION 2. The City of Flagler Beach hereby adopts a fee to be collected with each ACH transaction which incurs a third-party processing cost; said fee shall be in accordance with the following table:

ACH Transaction Amount	Fee
Up to \$500	\$1.95
Over \$500 up to \$5,000	\$2.95
Over \$5,000 up to \$10,000	\$4.95
Over \$10,000 up to \$20,000	\$9.95
Over \$20,000 up to \$50,000	\$19.95
Over \$50,000	.25% of transaction amount

SECTION 3. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 27<sup>th</sup> day of March, 2025.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST:

\_\_\_\_\_  
Patti King  
Mayor

\_\_\_\_\_  
Penny Overstreet  
City Clerk





## STAFF REPORT

### City Commission Regular Meeting

March 27, 2025



**To:** Elected Officials

**From:** Dale L. Martin, City Manager

**Date:** March 21, 2025

**Item Name:** Resolution 2025-30. A Resolution of the City Commission of the City of Flagler Beach to award a proposal submitted by Mead & Hunt to provide design services and permitting for a new 16-inch water main along Lambert Avenue (Project # 636) for an amount not to exceed \$149,957.90; providing for conflict and an effective date.

**Background:** The City of Flagler Beach's potable water supply runs from the Water Treatment Plant, located at 4680 Seminole Woods Blvd, Palm Coast, along State Route 100, and across the Intracoastal Waterway (under the State Route 100 bridge) to the island.

That water line is the only supply line for potable water from the plant to the eastern (island) portion of the City. Water storage on the island is limited (the ground storage tank located on S. Flagler Avenue and the elevated storage tank at the south end of the City) and no alternative supply exists if the main line were to be interrupted.

The City intends to expand its infrastructure by constructing a redundant potable water main to supply the island. The initial phase of the expansion encompasses an extension of a 16-inch water main north along Lambert Avenue from the vicinity of State Route 100, up to the location a future proposed river crossing at N. 10<sup>th</sup> Street. Drawing from the City's list of qualified engineers, Mead & Hunt has prepared a proposal for the engineering, design, and permitting of the referenced initial phase of the project. Funding for the design was originally included in last year's budget but not pursued due to staff shortcomings and anticipated funding from the State.

The project costs, identified as Project # 636, have been submitted to the State again this year as a Legislative Priority (the City's top priority), seeking \$2,000,000 (matched by similar funding from the City) for design and construction. The project is critical for public health, safety, and welfare, so City staff, especially after last year's rejection of a similar State request, believes that it is imperative to begin the design of the Lambert Avenue water main extension.

**Fiscal Impact:** The proposal submitted by Mead & Hunt representatives for the cost of the engineering, design, and permitting of the Lambert Avenue water main extension is an amount not to exceed \$149,957.90. Funding will be drawn from the Utility Department Improvements line (Project # 636).

**Staff Recommendation:** Staff recommends approval of Resolution 2025-30.

**Attachment:**  
Resolution 2025-30

**RESOLUTION 2025-30****A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH TO AWARD A PROPOSAL SUBMITTED BY MEAD & HUNT TO PROVIDE DESIGN SERVICES AND PERMITTING FOR A NEW 16-INCH WATER MAIN ALONG LAMBERT AVENUE (PROJECT # 636) FOR AN AMOUNT NOT TO EXCEED \$149,957.90; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.**

**WHEREAS**, the City operates and maintains a municipal water system (the "SYSTEM"), providing safe potable water to residents, businesses, and other agencies; and

**WHEREAS**, one water main provides potable water to the island portion of the City, east of the Atlantic Intracoastal Waterway, and limited water supply exists on the island portion of the City; and,

**WHEREAS**, to provide for a redundant water main crossing the Atlantic Intracoastal Waterway, the City Commission, in the 2023/2024 Budget, approved the design and permitting for an extension of a 16-inch water main north along Lambert Avenue from the vicinity of State Route 100 to approximately the vicinity of N. 10<sup>th</sup> Street (Phase 1 of the eventual crossing); and,

**WHEREAS**, City staff solicited a proposal for Phase 1 (Exhibit A) from Mead & Hunt, Inc., a consulting engineering firm included on the City's approved and qualified consultant register;

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

**SECTION 1.** The City of Flagler Beach City Commission approves the proposal submitted by Mead & Hunt in an amount not to exceed \$149,957.90 (Exhibit A) for design and permitting services related to approximately 3,500 linear feet of pipe along Lamber Avenue from SR 100 to the approximate site of the future proposed river crossing at N. 10th Street.

**SECTION 2.** The City Commission authorizes City Staff to issue a Notice to Proceed.

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

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

PASSED AND ADOPTED THIS 27<sup>th</sup> DAY OF March, 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk

Attachment:  
Exhibit A



September 6, 2024

Bill Freeman  
City Engineer  
City of Flagler Beach  
PO Box 70  
Flagler Beach, FL 32136

Email: [bfreeman@cityofflaglerbeach.com](mailto:bfreeman@cityofflaglerbeach.com)  
Hard Copy Mailed Only on Request

**Subject: Flagler Beach Water Main River Crossing – Upland Portion**

Dear Mr. Freeman,

We are pleased to offer the attached engineering scope of services for the above referenced project. The scope was revised for the future water main river crossing to be at N. 10<sup>th</sup> Street instead of N. 17<sup>th</sup> Street. The scope includes design and permitting for the upland portion of the 16-inch water main along Lambert Avenue from State Route 100 up to the extent of the future proposed river crossing at N. 10<sup>th</sup> Street on the beach side. The design phases were also revised to fit the City's budget.

The enclosed engineering scope of services is in accordance with our contract. We appreciate this opportunity to be of service to the City. If you have any questions, please do not hesitate to reach out.

Sincerely,  
MEAD & HUNT, Inc.

Solomon Kang, PE, PMP  
Project Manager

David King, PE  
Vice President

SK/DK;sk

Attachment: Scope of Services  
Southeastern Surveying & Mapping Corp. Proposal  
ECS Florida, LLC Proposal

Mr. Bill Freeman  
September 6, 2024  
Page 2

CITY OF FLAGLER BEACH  
SCOPE OF SERVICES  
FOR  
WATER MAIN RIVER CROSSING – UPLAND PORTION

The Task Order is in conformance with the Agreement for Continuing Engineering Consulting Services, dated March 23, 2017, between the City of Flagler Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

**GENERAL:**

The project involves the design and permitting for the upland portion of a new 16-inch water main (WM) along Lambert Avenue from the north side of State Route 100 connecting an existing 16-inch WM up to the extent of the future proposed river crossing at N. 10<sup>th</sup> Street on the beach side which consists of approximately 3,500 linear feet (LF) of pipe. The design will include open-cut excavation, but the bid documents will include an alternate option for horizontal directional drilling (HDD). The order of magnitude construction cost estimate of the water main is \$1.5M, not including any special treatment/restoration of the Lambert Avenue right-of-way/drainage system. An aerial with the project site/route is shown below:



Mr. Bill Freeman  
September 6, 2024  
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MEAD & HUNT’s consulting services will include the following tasks:

- PHASE 1 – PROJECT MANAGEMENT
- PHASE 2 – SUBCONSULTANT TASKS & COORDINATION
- PHASE 3 – PRELIMINARY DESIGN
- PHASE 4 – PROJECT DESIGN
  - Conceptual Design
  - Final Design
- PHASE 5 – PERMITTING
- PHASE 6 – CONTINGENCY

The Scope of Services is further defined and described in the following tasks:

**SCOPE OF SERVICES:**

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

**PHASE 1 – PROJECT MANAGEMENT**

**Project Coordination**

MEAD & HUNT’s Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated nine (9) month project duration. The PM will manage the development of project work and subconsultant efforts.

**Project Kick-Off Meeting**

MEAD & HUNT will coordinate and conduct one (1) hybrid virtual and in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

**Quality Assurance / Quality Control**

MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

**Deliverables – Project Management**

- Kick-Off Meeting Agenda and Summary (Electronic delivery)
- Monthly Invoices (Electronic delivery)

**PHASE 2 – SUBCONSULTANT TASKS & COORDINATION**

MEAD & HUNT will coordinate with the following subconsultants and incorporate their work into the project design.

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### **Topographic and Subsurface Utility Survey**

MEAD & HUNT will contract with Southeastern Surveying & Mapping Corporation (SSMC) to provide the required surveying, mapping, right-of-way (ROW) documentation and limited Subsurface Utility Engineering (SUE) for the proposed route. The SSMC proposal is attached and includes the survey which will be performed from roadway centerline to ROW with a 15-ft offset for the entire alignment as well as the following services:

- a. Establish Project Control utilizing VRS GPS and leveling techniques.
  - i. Horizontal coordinates will be referenced to Florida East Zone, North American Datum of 1983, adjustment of 2011. Vertical control will be based on North American Vertical Datum of 1988.
- b. Topographic survey of the project area including:
  - i. Prepare digital terrain model of the surface using cross-sections and break lines collected.
  - ii. Visible features (pavement, curbs, sidewalks, walls, fences, utility poles, ditches, fire hydrants, valves, signs, etc.)
  - iii. Locate and obtain size, type, and invert elevations of existing sanitary sewer and storm drain facilities.
  - iv. Locate visible evidence of subsurface utilities (marker posts, pull boxes, valve boxes, manholes, paint marks, flagging, etc.)
  - v. Major landscape features and trees greater than 4" at DBH.
- c. Prepare a digital terrain model with grade elevations provided every 50 feet.
- d. Collect Plat / Property / Section corners to be able to calculate the existing rights of way and property lines for each project site. Please note that this is not a boundary survey or a right of way map.
- e. All work shall be performed in accordance with the minimum requirements of Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes
- f. Provide technicians, equipment, and special tools to designate the horizontal position of the utilities in the project area using EM and GPR methods. The SUE effort will include Level B designating in coordination with the geotechnical efforts. City personnel and forces may be requested to assist in locating poorly documented existing water and wastewater facilities in the field. Eight (8) vacuum locates for Level A SUE test holes are included in this scope of work to confirm the location and elevation of selected existing utilities, and optional quotes for additional vacuum locates are provided.

### **Geotechnical Investigation**

MEAD & HUNT will subcontract with ECS Florida as the geotechnical engineer to obtain information on the general subsurface soil conditions along the project route. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. The ECS Florida proposal is attached and will include the submission of a geotechnical report with the following information:

- a. Identification of the existing groundwater levels at the time of the field work and estimated normal seasonal high groundwater table.
- b. Classify and stratify soil samples in the laboratory using the Unified Soil Classification System and conduct a laboratory testing program.

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- c. General location and description of potentially deleterious materials encountered in the borings which may have an impact on the proposed construction.
- d. Evaluation of the subsurface soil properties and general recommendations for trenchless and open cut excavation pipe installation.
- e. General site preparation recommendations including the suitability of excavated soils for use as backfill.

The geotechnical proposal also includes a total of eight (8) 8-ft hand auger borings along the water main (WM) route. In the event hand augers cannot achieve the required 8-ft depth, optional quotes for (2) Standard Penetration Test (SPT) borings advanced to a depth of 8 feet were provided. If the OWNER would like to consider HDD design from the beginning, an optional quote for two (2) SPT borings advanced to a depth of 20 feet was also provided. Results of the subsurface exploration and engineering analysis will be presented in a written report signed and sealed by a professional engineer specializing in geotechnical engineering. The precise locations of the hand augers and SPT borings will be confirmed later by MEAD & HUNT.

**PHASE 3 – PRELIMINARY DESIGN**

**Preliminary Design Report**

MEAD & HUNT will prepare a draft Preliminary Design Report (PDR) which will include the following: project understanding and goals, evaluation of WM route and installation, planning level engineer’s opinion of probable construction cost (EOPCC), and confirmation of project permitting requirements.

For the draft PDR, MEAD & HUNT will review the project limits and conditions through the scoped survey, geotechnical report, site visits, and analysis of City-provided information. MEAD & HUNT will evaluate the available ROW and platted easements for the proposed WM route. The draft PDR will be submitted to the OWNER for review and comment. It is assumed the OWNER will conduct their review in a two-week period. At the end of the Owner’s review period, MEAD & HUNT will schedule and attend a hybrid virtual and in-person draft PDR review meeting. The Owner’s comments from the PDR Design Review Meeting, including the confirmed WM route and installation method, will be reflected in the final PDR.

**Deliverables – Preliminary Design**

- Draft Preliminary Design Report (electronic PDF format)
- Preliminary Design Review Meeting Summary (electronic PDF format)
- Final Preliminary Design Report (electronic PDF format)

**PHASE 4 – PROJECT DESIGN**

**Conceptual Design Development**

Based on the Final Preliminary Design Report, MEAD & HUNT will prepare conceptual design level drawings and specifications. MEAD & HUNT will prepare the front-end contract documents and will be coordinated with the project technical specifications.



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The conceptual design submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a hybrid virtual and in-person conceptual design review meeting to review the OWNER's comments on the design drawings and specifications.

**Deliverables – Conceptual Design**

- Conceptual Design Drawings (electronic PDF format)
- Conceptual Specifications (electronic PDF format)
- Updated EOPCC (electronic PDF format)
- Conceptual Design Review Meeting Summary (electronic PDF format)

**Final Design Development**

Based on the OWNER's Conceptual Design review comments received, MEAD & HUNT will prepare revised design drawings and specifications to Final Design. MEAD & HUNT will prepare an updated EOPCC based upon the Final submittal documents. The Final Design package will be submitted to the OWNER which will include the items shown in the deliverable section below.

**Deliverables – Final Design**

- Final Design Drawings (electronic PDF format)
- Final Specifications (electronic PDF format)
- Updated EOPCC (electronic PDF format)

**PHASE 5 – PERMITTING ASSISTANCE**

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below.

During the preliminary design phase, MEAD & HUNT will attend one (1) virtual pre-application meeting with the environmental/submerged lands division of Florida Department of Environmental Protection (FDEP) to discuss any permitting concerns with the proposed river crossing location. MEAD & HUNT will prepare an agenda and meeting summary for the pre-application meeting. After the pre-application meeting, necessary revisions to the design recommendations will be reviewed with the OWNER and incorporated into the PDR. The permit application will be submitted to FDEP after the Conceptual Design has been reviewed and accepted by the OWNER. MEAD & HUNT assumes the upland portion tie-in point will be from the existing WM river crossing across from N. 3<sup>rd</sup> Street along Lehigh Avenue and so this project does not require coordination or permitting from FDOT.

MEAD & HUNT will respond to one (1) Request for Additional Information (RAI) as part of the permit application process.

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#### **Deliverables – Permitting**

- Final FDEP Permit to Construct Water Main Extensions for PWS (application and final permit)

#### **PHASE 6 – CONTINGENCY**

If additional services are identified as required during the duration of the project, MEAD & HUNT will request written approval from the OWNER to utilize contingency funds for any additional work items. MEAD & HUNT will not bill against the contingency funding without prior authorization from the OWNER.

#### **EXCLUSIONS:**

This scope of services excludes all items not specifically described herein, including but not limited to:

- Easement Acquisitions
- Special Studies or Investigations
- Funding Assistance
- Environmental Services
- Gopher Tortoise Survey (None Anticipated)
- Bidding Services (Future Task Order)
- Construction Services (Future Task Order)

#### **SCHEDULE:**

Mead & Hunt estimates the project phases to be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Cumulative Duration (calendar days)	Commencing Upon
Phase 1 – Project Management	270 days	-	Receipt of Notice to Proceed (NTP)
Phase 2 – Subconsultant Tasks	45 days	45 days	Receipt of Notice to Proceed (NTP)
Topographic and SUE Survey	45 days		Kick-off Meeting
Geotechnical Report	45 days		Kick-off Meeting
Phase 3 – Preliminary Design	45 days	105 days	Completion of Subconsultant Tasks
Draft PDR	30 days		Completion of Subconsultant Tasks
Final PDR	30 days		Completion of PDR Review Meeting
Phase 4 – Project Design	105 days	210 days	Completion of PDR Review Meeting
Conceptual Design	60 days		Completion of PDR Review Meeting
Final Design	45 days		Completion of Conceptual Design Review Meeting
Phase 5 – Permitting Assistance	60 days	270 days	OWNER Acceptance of Conceptual Design
Phase 6 – Contingency	TBD	TBD	OWNER's Discretion

The above timeframes include up to 30 days of total OWNER and 30 days total agency review times.

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**COMPENSATION:**


The not-to-exceed cost for this Scope of Services is **\$149,957.90** which includes a 5% contingency of \$4,862.40. The Contingency funds authorized for use on this project may only be expended upon written approval from the OWNER. Any out-of-scope work performed requiring the Contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the OWNER.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	\$20,110.00	Lump Sum
Phase 2 – Subconsultant Coordination	\$9,429.00	Lump Sum
Phase 3 – Preliminary Design	\$18,091.00	Lump Sum
Phase 4 – Project Design	\$44,610.00	Lump Sum
Phase 5 – Permitting Assistance	\$5,008.00	Lump Sum
Subtotal	\$97,248.00	
Phase 6 – 5% Contingency	\$4,862.40	TBD
Subconsultants Tasks/Reimbursables		
SSMC Survey and SUE Allowance	\$43,347.50	Actual Cost
ECS Geotech Allowance	3,500.00	Actual Cost
Printing/Permit Fee Allowance	\$1,000	Actual Cost
TOTAL	\$149,957.90	

**AUTHORIZATION:**

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by: CITY OF FLAGLER BEACH	Approved by: MEAD & HUNT, INC.
By: _____	By: 
Name: _____	Name: David A. King, PE
Title: _____	Title: Vice President
<i>The above person is authorized to sign for Owner and bind the Owner to the terms hereof.</i>	
Date: _____	Date: September 6, 2024

Mr. Bill Freeman  
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PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN  
INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT  
BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT INC.) HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC  
RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC  
RECORDS AT CITY HALL, CITY OF FLAGLER BEACH, 105 S. SECOND STREET, FLAGLER  
BEACH, FLORIDA 32136, PENNY OVERSTREET, CITY CLERK 386-517-2000,  
[POVERSTREET@CITYOFFLAGLERBEACH.COM](mailto:POVERSTREET@CITYOFFLAGLERBEACH.COM).



September 4, 2024

VIA EMAIL: [Solomon.Kang@meadhunt.com](mailto:Solomon.Kang@meadhunt.com)

Mr. Solomon Kang, PE, PMP | Georgia Water Market Leader  
Mead & Hunt Company  
4401 Eastport Parkway  
Port Orange, FL 32127  
608-443-0477

**RE:** Flagler Beach Water Main River Crossing Upland Portion  
State Highway 201 to Palm Drive, Flagler Beach, Florida 32136  
Section 12, 1, 2, Township 12 South, Range 31 East, Flagler County, Florida

Dear Mr. Kang,

**PROJECT STATEMENT:** We are pleased to submit our proposal for Surveying Services and Utility Services on the above-referenced project. It is our understanding that Mead & Hunt Company requires a Topographic Survey to support the design of the Flagler Beach Water Main River Crossing Upland Portion Project. The specific area is identified in Attachment "B". We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

**SCOPE OF WORK:**

Provide a Topographic Survey to meet the Standards of Practice as mandated by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

**TASK I – Topographic Survey**

1. Establish Project Control utilizing VRS GPS and leveling techniques. Horizontal coordinates will be referenced to Florida East Zone, North American Datum of 1983, adjustment of 2011. Vertical control will be based on the North American Vertical Datum of 1988.
2. Topographic survey of the project area including:
  - A. Prepare a digital terrain model of the surface using cross-sections and break lines collected.
  - B. Visible features (pavement, curbs, sidewalks, walls, fences, utility poles, ditches, fire hydrants, valves, signs, etc.)
  - C. Locate and obtain size, type, and invert elevations of existing sanitary sewer and storm drain facilities.
  - D. Locate visible evidence of subsurface utilities (marker posts, pull boxes, valve boxes, manholes, paint marks, flagging, etc.)
  - E. Locate Major landscape features and trees greater than 4" at DBH.
  - F. Prepare a digital terrain model with grade elevations provided every 50 feet.
  - G. Collect Plat / Property / Section corners to be able to calculate the existing rights of way and property lines for each project site. Please note that this is not a boundary survey or a right-of-way map.
  - H. Topographic Coverage will be limited to the extents of the right of way of Lambert Avenue plus five (5) feet along the route shown in Exhibit "B".

**DELIVERABLE**

The final product will be **three (3)** certified prints and an electronic file for your use.

#### **DELIVERY**

All documents will be sent to Mead & Hunt Company or the client's representative(s) via **USPS**. If overnight shipping is requested or required by Mead & Hunt Company or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

#### **ADDITIONAL SERVICES**

Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then-current hourly rates as provided for in Exhibit A.

#### **INFORMATION PROVIDED BY CLIENT**

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

#### **TASK II - Subsurface Utility Designation**

1. Horizontally locate and field mark (paint & flags) all public subsurface utility mains found excluding service lines, gravity sewer lines and irrigation found within the full right of way of the area shown in red on the attached exhibit.
2. Coordinate Sunshine 811 and utility locates to include supplemental calls to each locator to expedite the field marking of each subsurface utility as required by law.
3. Expose the subject utilities by using non-destructive vacuum excavation methods at fifteen (15) specific locations to be determined after the designation is completed.
4. Confirm/determine the vertical and horizontal position of the subject utilities and record the information, using the locate marks provided by the utility owners and/or their representatives unless otherwise specifically requested by client.
5. Any asphalt/concrete removed will be repaired using like materials.
6. Tie each test hole location to a minimum of three visible physical features to enable this data to be added to your base map and also enable future recovery.
7. Locate all utility data (designation and test holes) using GPS or conventional surveying equipment and control established for this project.

#### **UTILITY TERMS AND CONDITIONS**

Mead & Hunt Company agrees to abide by Sunshine 811, Florida State Statutes Chapter 556.106, and all applicable laws and regulations that pertain to the services provided.

Mead & Hunt Company **MUST** provide Southeastern Surveying and Mapping Corporation (SSMC) all plans and records for this site prior to the commencement of field efforts **AND** review plans with SSMC technician. SSMC will rely on the accuracy of such plans and records and will notify Mead & Hunt Company if there are any patently or reasonably identifiable defects in the documents prior to performing services. Mead & Hunt Company representative will be responsible for reviewing plans with SSMC technicians and indicate what utility structures are expected to be encountered and where.

SSMC shall review the site conditions with the use of a Ground Penetrating Radar (GPR) in the presence of Mead & Hunt Company Authorized Representative based upon the plans and records provided.

Mead and Hunt Company is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, SSMC cannot guarantee that all subsurface utility lines will be accounted for. SSMC will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar and Electronic Line Locating Equipment, as needed. Additional research will only be conducted by SSMC if requested in writing by Mead & Hunt Company.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from SSMC's efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

SSMC will certify that the surface designation is within two (2) feet of the true underground position of the utility relative to the mark as shown on the surface in accordance with the plans provided and the reasonable efforts conducted to locate the utilities as outlined above.

SSMC shall not be held liable for any latent or unreasonably discoverable utilities in the project area. Furthermore in the event of a claim regarding the services provided in the proposal, SSMC shall have liability for reasonable and necessary defense costs to the extent caused by SSMC's negligence.

M.O.T. will be used only if absolutely necessary and will be billed at the rates shown below.

**Note:** If permitting is required for said work, these charges will be billed at the rates shown below.

**Note:** Test Holes that require a depth of greater than ten (10) feet or require a substantial amount of increased effort (sleeving, shoring, de-watering, etc.), then said Test Holes may need to be negotiated separately on a case-by-case basis if normal vacuum excavation practices do not allow said utilities to be exposed.

**Note:** All utility sizes given are outside diameter unless otherwise specified and are approximate only due to uncontrollable field conditions that may be encountered during excavation.

**Note:** Any additional overlaying or restoration of pavement, other than the replacement of materials removed and cold patched, will be the responsibility of Mead & Hunt.

**PROJECT TIMELINE:**

We anticipate the completion of the above-described work within eight (8) weeks after receipt of written notice to proceed.

**EXPENSES AND FEES**

Our fee for the above-referenced work will be as follows:

<b>TASK I – Topographic Survey:</b>	<b>\$ 25,640.50</b>
<b>TASK II - Subsurface Utility Designation &amp; Survey Collection:</b>	<b>\$ 12,779.00</b>
<b><u>Test Holes/Day Rate:</u></b>	
<b>\$616.00 Dirt/Each (anticipate 8)</b>	<b>\$ 4,928.00</b>
<b>\$765.00 Asphalt/Concrete/Each</b>	
<b><u>M.O.T. (SSMC)(If required):</u></b>	
<b>\$1,013.00 per Lane Closure/Day Rate</b>	
<b>\$1,231.00 per Lane Closure/Night Rate</b>	
<b><u>Permitting (If required):</u></b>	
<b>\$133.00 per hour + Cost of Permit</b>	<hr/>
<b>Total:</b>	<b>\$ 43,347.50</b>

**PAYMENT TERMS:**

Payment is expected within thirty (30) days from the date of the invoice.

Mr. Soloman Kang, PE,PMP  
FB Water Main River Crossing Upland Portion  
September 4, 2024

**LATE FEES**

Late fees will assess to all payments past the 30 day mark. Late fee will be in the amount of \$50.00. Additional late fees will continue to accrue every 30 days past invoice date. Reference invoice number and please remit all payments to 6500 All American Blvd. Orlando, FL 32810.

**PAYMENT OPTIONS**

SSMC is committed to ensuring our clients have access to various payment options. These options include cash, paper checks, ACH transfers, wire transfers, and credit cards. Credit card payments are subject to a vendor administrative fee of 3.5% of the invoice total.

**CLOSURE**

In addition to the matters set forth above, our Agreement shall include and be subject to, and only to the attached General Terms and Conditions, which are incorporated by reference. **UPON SIGNATURE, NO OTHER CONTRACTS WILL BE CONSIDERED FOR THIS SCOPE OF WORK.**

We look forward to the opportunity to work with you on this project.

Sincerely,



Alex D. Jenkins, CST IV  
Survey Division Project Manager

ADJ;lcr

If the above scope, period of service and project fees meets with your approval, please forward the service Work Order along with the client Prime Agreement as per the Master Services Agreement dated 08/09/17 to Southeastern Surveying and Mapping Corporation (SSMC) as notice to proceed along with the notice of commencement.

**Fees and times stated in this agreement are valid for six months from the date of the proposal.**

**ACCEPTED BY:**

/			
Principal / or Corporate Officer	TITLE	Printed Name	Date



**EXHIBIT "A"**

**HOURLY RATES**

**Surveying and Mapping Services**

Category	Day Rate	Night / Weekend Rates
Professional Surveyor & Mapper/PSM	\$ 199.00	
Project Surveyor	\$ 177.00	
Expert Witness	\$ 360.00	
Senior Technician	\$ 133.00	
CAD Technician	\$ 118.00	
Clerical	\$ 79.00	\$ 118.00
One Person Field Crew	\$ 133.00	
Two Person Field Crew	\$ 178.00	\$ 267.00
Three Person Field Crew	\$ 233.00	\$ 350.00
Four Person Field Crew	\$ 289.00	\$ 433.00
Sketch of Descriptions (per SD)	\$ 676.00	
Residential Elevation Certificate	\$ 925.00	
Commercial Elevation Certificate (per bldg.)	\$ 1,306.00	
Initial and Second Plat Review (up to two sheets)	\$ 1,150.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$ 200.00 / per sheet	
Plat (Third or additional reviews of same plat)	\$ 450.00 / each	

**LIDAR/UAV**

Category	Day Rate	Night / Weekend Rates
LIDAR Technician	\$ 133.00	
LIDAR Project Manager	\$ 177.00	
LIDAR One Person Field Crew	\$ 155.00	
LIDAR Two Person Field Crew	\$ 204.00	
Clerical	\$ 79.00	\$ 118.00
UAS/UAV Photogrammetry Crew	\$ 268.00	
Mobile Scan Crew	\$ 268.00	

**Construction Services**

Category	Day Rate	Night / Weekend Rates
Construction Professional Surveyor & Mapper	\$ 203.00	
Construction Project Manager	\$ 203.00	
Construction Senior Technician	\$ 153.00	
Construction CAD Technician	\$ 136.00	
Clerical	\$ 79.00	\$ 118.00
Construction One Person Field Crew	\$ 153.00	
Construction Two Person Field Crew	\$ 204.00	\$ 306.00
Construction Three Person Field Crew	\$ 268.00	\$ 402.00
Construction Four Person Field Crew	\$ 332.00	\$ 498.00

### GIS Services

Category	Day Rate	Night / Weekend Rates
Professional Engineer	\$ 213.00	
GIS Project Manager	\$ 177.00	
GIS Analyst	\$ 119.00	
GIS Technician	\$ 79.00	
Clerical	\$ 79.00	\$ 118.00
Two Person GIS Crew	\$ 178.00	
One Person GIS Crew	\$ 133.00	

### Subsurface Utility Engineering (SUE) Services

Category	Day Rate	Night / Weekend Rates
Project Manager	\$ 177.00	\$ 265.00
Senior Technician	\$ 133.00	\$ 200.00
Clerical	\$ 79.00	\$ 118.00
One Person Crew	\$ 178.00	\$ 267.00
Two Person Crew	\$ 216.00	\$ 324.00
Three Person Crew	\$ 301.00	\$ 451.00
<b>Vacuum Excavation (Per Test Hole)</b>		
1-3 Test Holes/Dirt	\$ 2,664.00	\$ 3,864.00
1-3 Test Holes/Asphalt/Concrete	\$ 2,664.00	\$ 3,864.00
4 or more Test Holes/Dirt (Per Location)	\$ 616.00 / each	\$ 924.00 / each
4 or more Test Holes/Asphalt/Concrete (Per)	\$ 765.00 / each	\$ 1,148.00 / each
One Person Concrete Radar Mapping/Imaging	\$ 217.00	\$ 336.00
<b>Temporary Traffic Control (TTC)</b>		
Per Lane Closure	\$ 1,013.00 / each	\$ 1,231.00 / each
Per Sidewalk Closure	\$ 500.00 / each	\$ 600.00 / each
Flagman Control (Hourly – Per Flagger)	\$ 100.00	\$ 150.00
<b>Mast Arms (Per Location)</b>		
Subsurface Utility Locating (QL-B & QL-A)	\$ 1,656.00	
Concrete/Asphalt Removal & Repair	\$ 436.00	
Survey Staking of Pole Location	\$ 431.00	

### Miscellaneous Services

<b>Per Diem/Lodging Expenses</b>		
Category	Day Rate	Night / Weekend Rates
Per Day Two Person Crew	\$ 395.00	
Per Day Three Person Crew	\$ 595.00	

EXHIBIT "B"  
PROJECT LIMITS



## GENERAL TERMS AND CONDITIONS

Section 7, Item b.

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

### SCOPE OF SERVICES.

For the fee outlined in this Proposal, you agree that SSMC shall only be obligated to render the Services expressly described in this Proposal. Unless otherwise expressly required, in no event do we have any obligation or responsibility for:

- a. The correctness and completeness of any document prepared by another entity.
- b. The correctness and completeness of any drawing we prepared unless it was properly signed and sealed by a registered professional on our behalf.
- c. Favorable or timely comment or action by any governmental entity on submitting any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents whatsoever.
- d. Off-site circumstances other than those clearly visible and actually known to us from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. The safety conditions for the entire site, construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not as our subcontractor.

Should the shop drawing review be incorporated into the Services, we shall promptly pass on the shop drawings. Checking and approving shop drawings will be general for conformance with the Project's design concept to which this Proposal relates ("Project") and compliance with the information in the construction documents. They will not include quantities, detailed dimensions, or dimensions adjustments to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Client of the sole and final responsibility for any error in details, dimensions, or otherwise that may exist. SSMC does not provide legal, accounting, or insurance services.

### YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

### STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

### PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

### PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

### TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

### ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

### GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

### SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

### LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

### PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

### INDEMNIFICATION

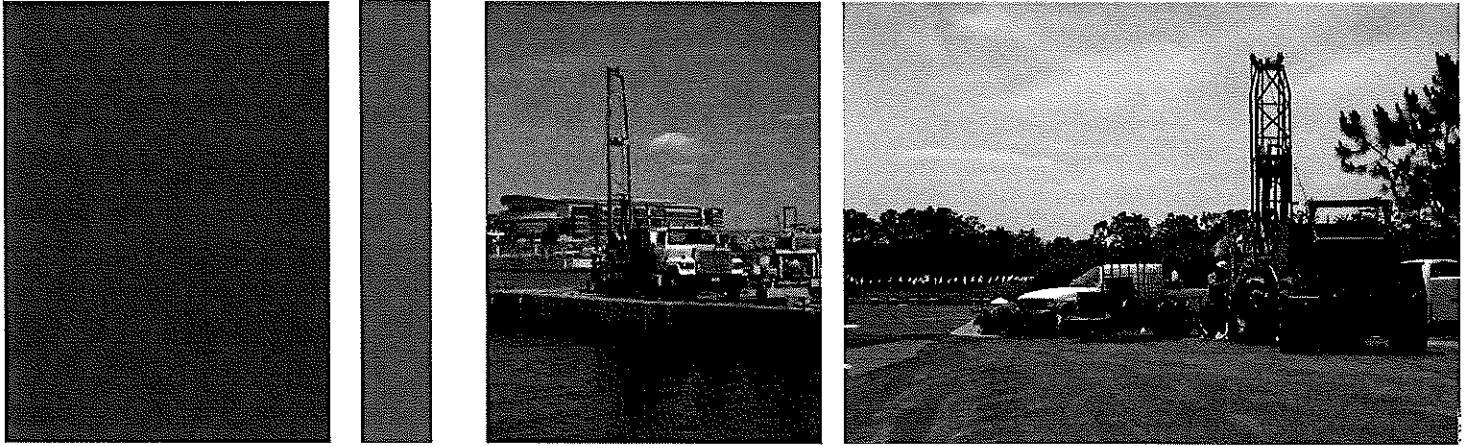
You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

### INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

### COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.



# ECS Florida, LLC

Proposal for Geotechnical Exploration and Engineering Services

## Water Main Project

Lambert Avenue  
Flagler Beach, Florida 32136

ECS Proposal Number 56-2280

June 26, 2024  
September 4, 2024 - Revised





**ECS FLORIDA, LLC**

Geotechnical • Construction Materials • Environmental • Facilities

*"One Firm. One Mission."*

Section 7, Item b.

June 26, 2024

September 4, 2024 - Revised

Mr. Solomon Kang, P.E., PMP  
Georgia Water Market Leader  
Mead & Hunt  
4401 Eastport Parkway  
Port Orange, Florida 32127

ECS Proposal No. 56-2280

Reference: Proposal for Geotechnical Exploration and Engineering Services  
**Water Main Project**  
Lambert Avenue  
Flagler Beach, Florida 32136

Dear Mr. Solomon:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above-referenced project. This proposal contains our project understanding, proposed scope of services, fee estimate, schedule of work, and authorization requirements.

#### **PROJECT UNDERSTANDING**

Based on email correspondence from Mead & Hunt dated June 25, 2024 and August 28, 2024, including the provided project scope for the Lambert Avenue Water Main Project, we understand that the proposed project requires geotechnical engineering information and recommendations for approximately 3,500 LF of new water main to be constructed along Lambert Avenue in Flagler Beach, Florida. Geotechnical soil borings are proposed herein according to the scope of services requested by Mead & Hunt. The purpose of the borings is to evaluate the subsurface conditions along the proposed water main alignment for a geotechnical engineering report.

#### **SCOPE OF SERVICES**

Our integrated services will include drilling of the soil borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Daytona Beach, Florida for further identification and testing. The following field services are proposed, as requested:

Field Exploration

Location	Number of Borings	Depth of Borings Below Ground Surface, feet
Lambert Avenue*	8 Auger	8
(1) Provisional Fee: Lambert Avenue**	8 SPT***	8
(2) Provisional Fee: Lambert Avenue**	2 SPT***	20

\*Boring locations to be provided by Mead & Hunt  
\*\* Provisional fees are included herein for (1) performing SPT borings should subsurface conditions be such that the required boring depth cannot be achieved with hand auger drilling methods, and (2) optional and deeper SPT borings may be performed if required by Mead & Hunt at specific locations along the alignment for directional drilling locations.  
\*\*\* Standard Penetration Test

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. We expect this testing to include percent fines, moisture content and potentially environmental classification (corrosivity) testing.

A geotechnical engineer, licensed in the State of Florida, will direct the geotechnical exploration and provide an engineering evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used, and the data obtained.
3. A presentation of the existing on-site surface conditions, such as topography, surface vegetation, roadway pavement conditions, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated normal seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction summarized herein, to include directional drill and open cut pipeline construction.
6. Recommendations for the use of subsurface soils as pipe bedding and backfill material.
7. Recommendations for the required site and subgrade preparation and earthwork construction.

PROPOSAL ASSUMPTIONS

ECS has made the following assumptions in developing this proposal:

- 2 full business days are needed for utility mark-up prior to the start of drilling operations.
- Drilling operations will last approximately 1 business day.



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ECS FLORIDA, LLC

- Client will provide the right of access to the property; we assume Maintenance of Traffic (MOT) using a professional subcontractor will not be required. If a professional subcontractor is required for this service, additional fees will apply.

#### **COST OF SERVICES**

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$3,500** assuming ECS can achieve the boring depths with hand auger methods. In addition, ECS proposes the following Provisional Fees:

- (1) Should ECS not be able to achieve the requested boring depth, ECS proposes to perform SPT borings with a drilling rig for an additional Provisional Fee of **\$800**, added to the base fee.
- (2) Should Mead & Hunt require the optional 2 SPT borings to 20 feet below ground surface, a Provisional Fee of **\$900** will apply, added to the base fee.

If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current fee schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

#### **Schedule**

We are prepared to mobilize to the site within two to three weeks after authorization to proceed. The written report containing final recommendations will be submitted within two weeks after completion of all field testing.

#### **UTILITY CLEARANCE**

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in order to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities. **If private utilities are a concern, we can provide a private utility line locator to reduce your liability.** Please read the following section on private utility locator services and if desired, indicate your request for their services on the attached Proposal Acceptance sheet.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Sunshine 811 services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary



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sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

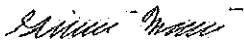
#### Closing

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

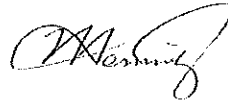
Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (386) 944.9588.

Respectfully submitted,

**ECS FLORIDA, LLC**



Giovanni Mafiol  
Geotechnical Project Manager



Maximilian Kemnitz, P.E.  
Senior Geotechnical Project Manager

Attachments: Proposal Acceptance Form  
ECS Terms and Conditions of Service

**PROPOSAL ACCEPTANCE FORM  
ECS FLORIDA, LLC**

**Project Name:** Proposed Water Main Project

**Location:** Lambert Avenue, Flagler Beach, Florida 32136

**Geotechnical Engineering Evaluation:** \$3,500

**(1) Provisional Fee – 8 SPT Borings @ 8 feet:** \$800

**(2) Provisional Fee – 2 SPT Borings @ 20 feet:** \$900

**Provisional Fee, Private Utility Locator:** \$1,500 (one day) ☐ Yes ☐ No

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

**CLIENT AND BILLING INFORMATION**

**Name of Client:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Responsible for Payment**

**Approval of Invoice (if different)**

**Contact Name:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Special Instructions:** \_\_\_\_\_

**Client Signature:** × \_\_\_\_\_ **Date:** \_\_\_\_\_

## ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

- 1.0 **INDEPENDENT CONSULTANT STATUS** - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants
- 2.0 **SCOPE OF SERVICES** - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.
- 3.0 **STANDARD OF CARE**
  - 3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.
  - 3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.
  - 3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.
  - 3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.
- 4.0 **CLIENT DISCLOSURES**
  - 4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.
  - 4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.
  - 4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.
- 5.0 **INFORMATION PROVIDED BY OTHERS** - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.
- 6.0 **CONCEALED RISKS** - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.
- 7.0 **RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES**
  - 7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

- 7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.
- 7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment will cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.
- 7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.
- 8.0 **UNDERGROUND UTILITIES**
  - 8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.
  - 8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.
  - 8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.
- 9.0 **SAMPLES**
  - 9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.
  - 9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.
- 10.0 **ENVIRONMENTAL RISKS**
  - 10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.
  - 10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.
  - 10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.
  - 10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.
  - 10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.
  - 10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

**11.0 OWNERSHIP OF DOCUMENTS**

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

**12.0 SAFETY**

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

**13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES**

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

- 14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

**15.0 BILLINGS AND PAYMENTS**

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' Invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

**16.0 DEFECTS IN SERVICE**

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

**18.0 LIMITATION OF LIABILITY**

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

**19.0 INDEMNIFICATION**

- 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportionate to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

#### 20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

#### 21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity in any lawsuit brought under this Agreement.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

21.3 PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

#### 23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually

agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

#### 24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

#### 25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

#### 30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

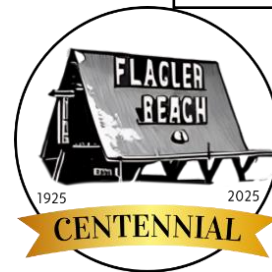
30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



## STAFF REPORT

City Commission Regular Meeting

March 27, 2025



**To:** Elected Officials

**From:** Dale L. Martin, City Manager

**Date:** March 21, 2025

**Item Name:** Resolution 2025-31. A Resolution by the City Commission of the City of Flagler Beach, Florida declaring certain items as surplus; providing for conflict and an effective date.

**Background:** After extensive use and expected service, City assets are often declared, through action by the City Commission, as surplus and disposed of through various means, including online auctions.

The Fire Department has taken one vehicle and one rescue boat out of service and requests that these assets be declared surplus property and offered for auction.

The Recreation Department has taken one beach vehicle (four-wheeler) out of service, a replacement is in this year's budget. The Recreation Director believes the city will earn a larger return from auctioning the vehicle versus the \$250. The dealer will offer for trade-in. Staff requests that these assets be declared surplus property and offered for auction.

**Fiscal Impact:** The proceeds from the auction will be added to the General Fund budget (Sale of Assets)

**Staff Recommendation:** Staff recommends approval of Resolution 2025-31.

**Attachment:**

Resolution 2025-31

RESOLUTION 2025-31

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA,  
DECLARING CERTAIN PROPERTY AS SURPLUS; PROVIDING FOR  
CONFLICT AND AN EFFECTIVE DATE HEREOF.

WHEREAS, City Staff recommends the items listed in the attached Exhibit “A” be declared surplus,  
the surplus items will be sent to auction, and

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

SECTION 1. The following property listed as Exhibit “A” is declared surplus and will be auctioned.

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

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

PASSED AND ADOPTED THIS 27TH DAY OF MARCH 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk

## Exhibit "A" to Resolution 2025-31

Item	Department	Model	VIN/Serial	Asset #	License Plate
2005 Ford	Fire	F-550	1FDAW57P24ED45778	05273	216959
2006 Inflatable Rescue Boat	Fire	DB1700	PVW00655A006	07722	FL6334RH
2022 Suzuki 4-Wheeler	Recreation	750 AXI	55ADW11EXN719824		146520225(Title)





## STAFF REPORT

### City Commission Regular Meeting

March 27, 2025



**To:** Elected Officials

**From:** Dale L. Martin, City Manager

**Date:** March 21, 2025

**Item Name:** Resolution 2025-32. A Resolution of the City Commission of the City of Flagler Beach to approve a Change Order submitted by Lads Construction Services, LLC for painting and repairs to the Library (Project # 588) in an amount not to exceed \$13,093.05; providing for conflict and an effective date.

**Background:** At the February 13, 2025, City Commission Regular Meeting, the Commission approved a contract with Lads Construction Services, LLC for an amount not to exceed \$34,440.00 to complete Library repairs due to damage incurred from Hurricane Milton. During the meeting, the Commission expressed interest in having the full exterior of the library building painted. To complete the painting, cracks will need to be sealed using Lexon Concrete Sealer, primed, and painted with three coats of Sherman Williams paint. Additionally, three gutter downspouts will be trenched and rerouted to the retention areas, moving the water away from the building.

**Fiscal Impact:** Funding for the proposed Change Order portion of the Project is not eligible for Federal Emergency Management Agency (FEMA) reimbursements, and will be taken from the Facilities Maintenance Department, Repairs and Maintenance line in an amount not to exceed \$34,440.00.

**Staff Recommendation:** Staff recommends approval of Resolution 2025-32.

**Attachment:**  
Resolution 2025-32

RESOLUTION 2025-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH TO APPROVE A CHANGE ORDER SUBMITTED BY LADS CONSTRUCTION SERVICES, LLC FOR PAINTING AND REPAIRS TO THE FLAGLER BEACH LIBRARY (PROJECT # 588) IN AN AMOUNT NOT TO EXCEED \$13,093.05; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

**WHEREAS**, Hurricane Milton made significant damages to the Flagler Beach Public Library; and,

**WHEREAS**, the City Commission at its February 13, 2025, meeting awarded Bid No FB-250102 to Lad’s Construction, LLC, in an amount not exceed \$34,440.00 to repair damages incurred to the Flagler Beach Library during Hurricane Milton; and,

**WHEREAS**, the City Commission at that same meeting directed staff to obtain quotes to re-paint the entire building; and,

**WHEREAS**, Staff submits for consideration an Additive Change Order No. 1 in the amount of \$13,093.05 to re-paint the entire building.

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

SECTION 1. That the City of Flagler Beach hereby approves Change Order #1 attached hereto as Exhibit “A” received from Lad’s Construction Company, LLC, for permanent repairs to the Library, Project # 588.

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

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

PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF MARCH 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk

Attachment:  
Exhibit A

**ESTIMATE**

Lads Construction Services LLC  
6 Maple Street  
Flagler Beach, FL 32136

Jeffrey@ladconstructionllc.com  
+1 (386) 793-4342

**LADS**  
COASTAL CONSTRUCTION

**Bill to**  
City Of Flagler Beach 1  
800 S Daytona Ave Flagler Beach FI 32136

**Ship to**  
City Of Flagler Beach 1  
800 S Daytona Ave Flagler Beach FI 32136

**Estimate details**

Estimate no.: 1202  
Estimate date: 03/04/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Painting	Painting outside walls of entire library. Includes the labor / material for pressure washing building, hand scraping any loose / flaking paint. Use of loxon concrete primer of those areas. Use of loxon concrete sealer over rest of the building. Applying two body coats of Sherwin Williams - duration paint. Color - color matched 03/04/25. Sample to have approval prior to purchasing body color paint. Entire building to have 3 coats of new paint with additional 4th coat of concrete primer over the chipped paint areas.	1	\$8,500.00	\$8,500.00
2.		Painting	Sealing west facing windows / concrete sills / sills above windows with a high grade vulkum sealant as all of the existing window sealants are cracked where the sills meet the windows. - taping windows off / painting new trim color to match after sealing.	1	\$500.00	\$500.00
3.		Lads Construction	Removal of plywood on east side of building. Sealing any cracks behind plywood. Reinstalling an electrical boxes / time clock directly to the wall to eliminate future wood rot. All fasteners to be stainless steel / plastic for the best quality / longevity. Removal of rotten 2x4 by well pipes. Removal of old rusted hose holder on east side of building we well. All holes repaired prior to painting	1	\$750.00	\$750.00

4.	Gutters	Material and labor to Add 2 new 4" sewer hard pipe for drainage, connecting the two down spouts from the north east corner of the building to the retention area. Included a 4" wye at the gutter connection with a clean out cap to clean the lines in future if needed. Extending the two down spouts on the north west corner of the building to reach the sidewalk and parking lot. All drainage pipe to be excavated by hand	1	\$2,720.00	Section 7, Item d.
5.	Change Orders	5% change order fee for additional builders risk insurance coverage / time involved in estimates / in person meetings.	1	\$623.05	\$623.05

**Total** **\$13,093.05**

#### Note to customer

Change order pricing for the work awarded to lads construction for bid #285 - hurricane Milton storm damage to the Flagler Beach library.

Gutter objective is to remove standing water from side of buildings. Diverting to retention area is best case scenario. Painting Does not include painting of any soffits / over hangs. We will remove and reinstall the the Flagler beach sign on the north side of the building. (Reinstalled with stainless tapcons.)

Accepted date

Accepted by



## STAFF REPORT

City Commission Regular Meeting

March 27, 2025



**To:** Elected Officials

**From:** Dale L. Martin, City Manager

**Date:** March 21, 2025

**Item Name:** Resolution 2025-33. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a Lift Station License Agreement between Type E Corporation, and the City of Flagler Beach, creating a license for the use of the Corporation's property, determining a lump sum payment, an annual use fee, and a termination clause; providing for conflict and an effective date.

**Background:** The City has long operated and maintained a sanitary sewer lift station in the southern portion of the City, located on the parcel commonly referred to as "High Tides at Snack Jacks." The operation of the lift station was without incident until damage related to recent hurricanes (Ian and Nicole; 2022) threatened the restaurant and the lift station due to significant erosion. The restaurant owner and operators installed protective measures to stabilize the shoreline. Additionally, the lift station was moved to a different location (but on the same parcel).

Following the property/restaurant owner efforts, conversations with City staff occurred, with an apparent understanding that the City would reimburse the property owner for the protective measures. Negotiations as to the amount of reimbursement began in earnest in late 2023. During that time, it became known that the City did not have (nor did ever have) an easement or agreement to operate the lift station on the subject parcel.

The City Attorney negotiated the Lift Station License Agreement attached as Exhibit A to proposed Resolution 2025-33. Since the lift should be moved from its vulnerable location on the oceanfront, rather than commission a survey and prepare a formal easement, the Lift Station License Agreement will enable the City to continue to operate the lift station prepare for the re-location of the lift station to a less vulnerable (and less impactful to the restaurant) location.

**Fiscal Impact:** Funds for the Lift Station License Agreement will be drawn from the Utilities Fund,

**Staff Recommendation:** Staff recommends approval of Resolution 2025-33.

**Attachment:**  
Resolution 2025-33

**RESOLUTION 2025-33**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH TO APPROVE A LIFT STATION LICENSE AGREEMENT WITH TYPE E CORPORATION FOR THE OPERATION AND MAINTENANCE OF A CITY OF FLAGLER BEACH SANITARY SEWER LIFT STATION; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Flagler Beach constructed, operated, and maintained a sanitary sewer lift station on property owned by Type E Corporation; and,

**WHEREAS**, no easement or other formal documentation provided for the use of the subject property for the construction and operation of the sanitary sewer lift station; and,

**WHEREAS**, discussions with City staff, the City Attorney, and representatives of the Type E Corporation has resulted in the development of the Lift Station License Agreement (Exhibit A); and,

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

SECTION 1. The City Commission Beach hereby authorizes the City Manager to sign the Lift Station License Agreement, attached as Exhibit A to this Resolution.

SECTION 2. The City Commission directs the City Manager to make timely payments as described in the Lift Station License Agreement.

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

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

PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF MARCH 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk

Attachment:  
Exhibit A

Prepared by:  
D. Andrew Smith, III  
Shepard, Smith, Hand, & Brackins PA  
2300 Maitland Cntr Pkwy, Suite 100  
Maitland, Florida 32751

## LIFT STATION LICENSE AGREEMENT

This **Lift Station License Agreement** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025 between **Type E Corporation, Inc.** a Florida Corporation ( “CORPORATION”), whose address is 2805 South Ocean Shore Blvd, Flagler Beach, FL 32136, and the **City of Flagler Beach**, a Florida municipal corporation, whose address is 105 South 2<sup>nd</sup> Street, Flagler Beach, FL 32136 (“CITY”).

### WITNESSETH

**WHEREAS**, the CITY has a lift station on the CORPORATION’s property located at 2805 South Ocean Shore Blvd, Flagler Beach, FL 32136; and

**WHEREAS**, the CITY does not have an easement granting access to the CORPORATION’s property; and

**WHEREAS**, the CITY is currently engaged in identifying an appropriate property away from the coastline to relocate the CITY’s lift station; and

**WHEREAS**, until such time that the CITY is able to relocate the lift station, the CORPORATION is willing to allow the CITY’s lift station to remain on the property in exchange for the compensation contemplated herein; and

**WHEREAS**, to carry out the aim of this agreement, the CITY and CORPORATION have determined that creating a license for the use of the CORPORATION’s property is in the best interest of the parties.

**NOW THEREFORE**, in consideration of the consideration and mutual covenants described herein, the parties agree as follows:

1. **Recitals.** The recitals set forth above are agreed to be true and correct and are incorporated into the terms and conditions of this Agreement.
2. **Property.** The CORPORATION hereby agrees to allow the CITY to utilize northeast corner portion of the property located at 2805 South Ocean Shore Blvd, Flagler Beach, FL 32136, hereinafter referred to as the “Property” and as shown attached hereto as **Exhibit “A”**, in accordance with the terms and conditions of this Agreement.
3. **License.** The CORPORATION hereby grants a License to the CITY, for the purpose of utilizing the Property as a location for the CITY’s lift station. Use of the Property under

this License shall not cause undue disruption to the general business operations of the Property, and maintenance activities shall be coordinated in such a manner that they do not unduly impact operations of the commercial business located within the Property.

4. **License Fee.** The fee to be paid to the CORPORATION by the CITY for use of the Property shall be as follows: 1) a one-time lump sum of Seventy-five Thousand Dollars (\$75,000.00) upon execution of this Agreement and 2) an annual payment of Five Thousand Five Dollars (\$5,000.00) due annually beginning on the first anniversary of the execution of this Agreement and each year thereafter the licensee granted herein is terminated. Payment shall be made to the CORPORATION at the address specified above.
5. **Ownership Interest.** The provisions of this Agreement do not in any way grant an ownership right, title or leasehold interest to the CITY, in the subject property.
6. **Independent Parties.** It is agreed by the parties hereto that at all times and for all purposes, within the scope of this Agreement, the CITY and CORPORATION are independent of one another and neither the CORPORATION nor any of its officers, directors, employees, or the like, shall be entitled to any of the rights, privileges and/or benefits of a CITY employee.
7. **Insurance.** The CITY shall maintain at all times during the entire term of the Agreement, sufficient liability insurance.
8. **Indemnification.** The CITY agrees to defend, indemnify, and hold harmless the CORPORATION from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses (including reasonable attorneys' fees) arising out of or resulting from any claim of a third party (including, but not limited to, City personnel, officers, agents, or guests) related to bodily injury, death, or property damage allegedly caused by or related to the CITY's licensee, along with costs of compliance with governmental agency actions attributable to use of the Property under this Agreement and the placement of the Lift Station, including compliance with the Florida Department of Environmental Protection. Notwithstanding the foregoing, nothing herein is intended as a waiver of the CITY's sovereign immunity and any duty to defend and indemnify under this Section shall be limited to the same limitations of liability set forth in Section 768.28, *Florida Statutes*, whether any claim sounds in contract or tort. The duty to indemnify provided herein shall survive termination of this Agreement.
9. **Termination.** CORPORATION may terminate this Agreement upon giving the CITY written notice of its intent to terminate at least twelve months prior to any annual anniversary of the execution of this Agreement. The CITY may terminate this Agreement by providing notice of termination after removal of the lift station infrastructure from the Property. Notice of removal of the lift station shall be provided in writing to CORPORATION at least ten (10) days prior to removal activities, including a proposed



schedule for completion of the work and removal. CITY shall take reasonable efforts to coordinate the time of the removal with CORPORATION to ensure that the removal does not unduly disrupt operations within the Property. Removal, as contemplated herein, shall include removal of the current lift station and any associated infrastructure whether currently in place or formerly located within the Property by the City.

10. **Notice.** The parties hereto agree and understand that written notice, mailed or delivered, to the last known mailing address shall constitute sufficient notice. All notice required and/or provided pursuant to this Agreement, shall be given to the CITY and CORPORATION in writing and delivered by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

**CITY:**

City of Flagler Beach  
Attention: City Manager  
105 South 2<sup>nd</sup> Street,  
Flagler Beach, FL 32136

**CORPORATION:**

Type E Corporation, Inc.  
Attention: Gail Holt  
2805 South Ocean Shore Blvd,  
Flagler Beach, FL 32136

**WITH COPY TO:**

Cobb Cole Law Firm  
Attn: Jessica Gow, Esq.  
One Daytona Blvd., Ste 600  
Daytona Beach, FL 32114

11. **Entire Agreement.** This Agreement, including all referenced Exhibits attached hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.
12. **Modification.** The Covenants, terms, and conditions set forth in this Agreement may be modified, only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or conditions of this Agreement and any written amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

13.     **Severability.** It is declared to be the intent of this Agreement, if any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portions shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of other remaining portions thereof.
  
14.     **Applicable Law, Venue, Jury Trial.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this agreement, venue shall lie in Flagler County, Florida, and the parties hereby waive their right to trial by jury in any action, proceeding or claim, which may be brought by either of the parties hereto, arising out of this Agreement.
  
15.     **Assignment.** The license granted herein the CITY shall be non-assignable.
  
16.     **Agreement to Run With Land.** The license granted herein shall run with the land until terminated as set forth herein.

[Signatures on following pages]

[Rest of this page left intentionally blank]

IN WITNESS WHEREOF, the parties have signed below.

CORPORATION:

Signed, Sealed and Delivered in the presence of:

**Type E Corporation, Inc.**, a Florida Corporation  
By: Gail Holt

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_  
Gail Holt

\_\_\_\_\_  
Print/Typed Witness Name

Witness Address: \_\_\_\_\_  
\_\_\_\_\_ +

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print/Typed Witness Name

Witness Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Gail Holt, as \_\_\_\_\_ of Type E Corporation, Inc., a Florida Corporation, on behalf of the corporation, who is personally known to me or [ ] has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:

CITY:

Signed, sealed and delivered  
in the presence of:

**The City of Flagler Beach**, a Florida  
municipal corporation

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Witness Address: \_\_\_\_\_

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Penny Overstreet, City Clerk

By: \_\_\_\_\_  
Dale Martin, City Manager

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Dale Martin, as City Manager of The City of Flagler Beach, a Florida municipal corporation, on behalf of the corporation, who is personally known to me or [ ] has produced a driver's license as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires:



## STAFF REPORT

City Commission Regular Meeting

March 27, 2025



**To:** Elected Officials

**From:** Dale L. Martin, City Manager

**Date:** March 21, 2025

**Item Name:** Resolution 2025-34. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an application to the Prioritized Projects Grant List of the River To Sea Transportation Planning Organization; providing for conflict and an effective date.

**Background:** The City Commission, on February 27, approved Resolution 2025-17 which accepted the conceptual design of Moody Boulevard as the basis for a Transportation Planning Organization grant. In summary, the design depicted the reconfiguration of Moody Boulevard, between Flagler Avenue and Oceanshore Boulevard (State Highway A1A), to one lane of vehicular traffic in each direction, restored on-street parking, and improved pedestrian amenities. The basis of this concept was expressed in the City's 2003 charrette process and resulting document regarding the preservation and development of Flagler Beach.

Staff indicated that the formal application would return to the City Commission for final approval before submitting the application (due March 31). Mr. Paul Mykytko has prepared revised conceptual sketches based upon comments at the February 27 City Commission meeting and he is assisting staff in development of the supporting language of the application.

Please note that the final application document may not be included when the agenda is first published, but will be presented to you for review prior to the March 27 meeting date.

**Fiscal Impact:** The initial concepts were prepared by Mr. Mykytko. Subsequent assistance from Mr. Mykytko to complete the application will be billed at an hourly rate. If the application is prioritized for funding, funding will be provided by the Transportation Planning Organization to conduct the feasibility study of the Moody Boulevard reconfiguration.

**Staff Recommendation:** Staff recommends approval of Resolution 2025-34.

**Attachment:**  
Resolution 2025-34

## RESOLUTION 2025-34

A Resolution by the City Commission of the City of Flagler Beach, Florida, approving an application to the Prioritized Projects Grant List of the River to Sea Transportation Planning Organization; providing for conflict and an effective date.

WHEREAS, the “Flagler Beach & Flagler County Scenic Highway Charrette: A Plan for the Preservation of Flagler Beach and the A1A Corridor” (the “Charrette”) was the result of a public, seven-day charrette conducted between February 1 and February 7, 2003, with the results presented in June 2003; and,

WHEREAS, the Charrette offered many recommendations to enhance the quality of life and the sense of community in Flagler Beach, including the reconfiguration (actually restoration) of Moody Boulevard to promote downtown cohesion, develop parking, and enhance pedestrian safety, but limited community action has pursued the recommendations of the Charrette; and,

WHEREAS, the Volusia-Flagler County River to the Sea Transportation Planning Organization has issued its annual call for projects (due March 31, 2025); and,

WHEREAS, City officials believe that the 2003 Charrette recommendations, specifically the reconfiguration of Moody Boulevard, remain viable, attractive, and eligible for consideration as an application to the Volusia-Flagler County River to the Sea Transportation Planning Organization; and,

WHEREAS, an application to the Prioritized Projects Grants List of the River to Sea Transportation Planning Organization is offered (Exhibit A) for City Commission consideration.

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

SECTION 1. The City of Flagler Beach City Commission approves the submission of the application to the Prioritized Projects Grants List for the initial study for reconfiguration of Moody Boulevard (specifically between Flagler Avenue and Oceanshore Boulevard (Highway A1A).

SECTION 2. The City Commission directs the City Manager to submit the application to the Volusia-Flagler County River to Sea Transportation Planning Organization for consideration of grant award.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

PASSED AND ADOPTED THIS 27<sup>th</sup> DAY OF MARCH 2025.

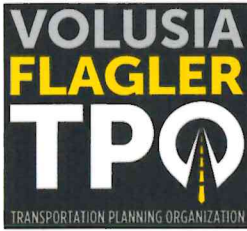
CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

\_\_\_\_\_  
Patti King, Mayor

\_\_\_\_\_  
Penny Overstreet, City Clerk

Attachment  
Exhibit A



## 2025 Application for Project Prioritization – **FEASIBILITY STUDY** Traffic Operations, Safety, and Local Initiatives Projects

All applications must be uploaded to the TPO file transfer site by 4:00 p.m. on March 31, 2025

**[Click This Link to Upload Your Completed Application to the Volusia-Flagler TPO](#)**

Project Title: Moody Boulevard (SR100) Reconfiguration

Applying Agency (project sponsor): City of Flagler Beach

Date: 3/28/25

Contact Person: Dale L. Martin

Job Title: City Manager

Address: 105 S. 2<sup>nd</sup> Street, Flagler Beach, FL, 32136

Phone: (386) 517-2000 ext. 222

FAX: \_\_\_\_\_

E-mail: dmartin@cityofflaglerbeach.com

Does the Applying Agency expect to be certified by FDOT to perform the work under the Local Agency Program (LAP) process? ☐ Yes ☐ No

If not, what local government agency will perform the work on behalf of the Applying Agency? \_\_\_\_\_

[Attach a letter of intent from the agency that will perform the work.]

Governmental entity with maintenance responsibility for roadway facility on which proposed project is located: \_\_\_\_\_

[If not the same as Applying Agency, attach a letter of support for the proposed project from the responsible entity. This letter of support must include a statement describing the responsible entity's expectations for maintenance of the proposed improvements, i.e., what the Applying Agency's responsibility will be.]

Priority of this proposed project relative to other applications submitted by the Applying Agency: First (only) Priority

Project Description: Feasibility of reconfiguration of Moody Boulevard (SR100) to enhance pedestrian amenities/safety

Project Location (include project length and termini, if appropriate, and attach location map): SR100 (see attached map)

Project Eligibility for Federal Funds (check the appropriate box):

- ☒ the proposed improvement is located on the Federal-aid system. (Reference the Federal Aid Road Report at <http://www.fdot.gov/statistics/fedaid/>);
- ☐ the proposed improvement is **not** located on the Federal-aid system, but qualifies as a type of improvement identified in 23 U.S.C. §133 that is not restricted to the Federal-aid system.

### Project Purpose and Need Statement:

In the space provided below, describe the Purpose and Need for this proposed project. It is very important that your Purpose and Need statement is clear and complete. It will be the principal consideration in ranking your application for a Feasibility Study. It must convince the public and decision-makers that the expenditure of funds is necessary and worthwhile and that the priority the project is being given relative to other needed transportation projects is warranted. The project Purpose and Need will also help to define the scope for the Feasibility Study, the consideration of alternatives (if appropriate), and ultimate project design.



*2025 Traffic Operations, Safety, and Local Initiatives Projects Application – Feasibility Study*

The Purpose is analogous to the problem. It should focus on particular issues regarding the transportation system (e.g., mobility and/or safety). Other important issues to be addressed by the project such as livability and the environment should be identified as ancillary benefits. The Purpose should be stated in one or two sentences as the positive outcome that is expected. For example, the purpose is to reduce intersection delays or to reduce rear end collisions. It should avoid stating a solution as a purpose such as: “the purpose of the project is to add an exclusive left turn lane”. It should be stated broadly enough so that no valid solutions will be dismissed prematurely.

The Need should establish the evidence that the problem exists, or will exist if anticipated conditions are realized. It should support the assertion made in the Purpose statement. For example, if the Purpose statement is based on safety improvements, the Need statement should support the assertion that there is or will be a safety problem to be corrected. When applying for a Feasibility Study, you should support your Need statement with the best available evidence. However, you will not be expected to undertake new studies.

**Project Purpose and Need Statement:** \_\_\_\_\_

**Criteria #1 through #4, below, will be used to evaluate and rank each application for Feasibility Study. For Criteria #1, the Applying Agency must indicate the functional classification of the roadway on which the proposed improvement will be located. For Criteria # 2 through #4, the Applying Agency must provide commentary explaining how and to what degree the proposed improvement will address the criteria.**

**Criteria #1 - Location** – Indicate the federal functional classification of the roadway on which the proposed improvement is located. (Reference the Federal Aid Road Report at <http://www.fdot.gov/statistics/fedaaid/>). TPO staff will review the application to verify the classification of the roads benefitting from the proposed project. (4 points total)

- ☐ Urban/Rural Principal Arterial
- ☐ Urban/Rural Minor Arterial
- ☐ Urban/Rural Major Collector
- ☐ Urban Minor Collector
- ☐ Rural Minor Collector or Urban/Rural Local Road
- ☐ Not Applicable

**Criteria #2 - Mobility and Operational Benefits** – The proposed project will significantly reduce traffic congestion and/or delays identified in the TPO’s Congestion Management Process/Performance Measures Report or otherwise identified and documented. (4 points total)

**Commentary:** \_\_\_\_\_

**Criteria #3 - Safety Benefits** – The project will significantly reduce the number and/or severity of crashes, including pedestrian crashes; it will significantly reduce the number of fatalities and/or serious injuries. (4 points total)

**Commentary:** \_\_\_\_\_

**Criteria #4 - Transportation Equity and Economic Vitality** – The proposed project will directly advance or provide opportunities in traditionally underserved communities; it directly supports economic vitality (e.g., supports community development in major development areas, supports business functionality, and/or supports creation or retention of employment opportunities). (4 points total)

**Commentary:** \_\_\_\_\_

*2025 Application for Project Prioritization- Traffic Operations, Safety, and Local Initiatives Projects  
City of Flagler Beach- Moody Boulevard (SR100) Reconfiguration*

**Project Purpose and Need Statement**

The Purpose of the City of Flagler Beach's application for a Traffic Operations, Safety, and Local Initiative Project is to restore the connectivity of the City's downtown economic center, thereby improving pedestrian safety and enhancing local business viability.

The Need for the proposed Project is rooted in Flagler Beach's one-hundred-year history. Flagler Beach was first linked across the river when in 1915, George Moody started a two-car ferry as the first passage over the Intracoastal Waterway into Flagler Beach. A turnstile bridge replaced the ferry in 1920 and was itself replaced in the 1950's by a drawbridge. The drawbridge was replaced in 1997 by a high-rise bridge that remains in use today.

The high-rise bridge resulted in a "highway"-style entry into Flagler Beach's downtown district. The impact of the design is described in key City documents, the *Flagler Beach & Flagler County A1A Scenic Highway Charrette* (2003) and the subsequent and directly related *Downtown Flagler Beach Master Plan* (2006):

In order to "accommodate" traffic growth and create a reliable evacuation route, a 65-foot bridge replaced the old drawbridge, and Moody Boulevard (SR100) was widened from a two-lane road with on-street parking on both sides, to a four-lane highway with a central turn lane and no on-street parking.

This widening overly satisfied traffic count and level of service demands, but at the same time it ruptured the city's downtown. This four-lane highway has divided the downtown area in two, making it very hard for pedestrians and even vehicles to cross this road. This division has affected retailers and residents alike.



In an effort to reconnect the downtown area, the residents proposed narrowing Moody Boulevard and reinstating on-street parking along this road, if possible, without affecting the evacuation role of this route.



*2025 Application for Project Prioritization- Traffic Operations, Safety, and Local Initiatives Projects  
City of Flagler Beach- Moody Boulevard (SR100) Reconfiguration*



The master plan proposes a creative alternative that will turn Moody Boulevard into a two-lane road with on-street parking on both sides, without affecting the four-lane capacity of the road, necessary in case of an emergency evacuation as follows:

- No central turn lane
- Two 12' travel lanes

Two 10' parking lanes: normally parking lanes are no wider than 8', but in this particular condition, these parking lanes will act as travel lanes should there be need for an emergency evacuation. Parking spaces are only signaled by strips of paint. There are no bumpouts or physical elements constraining the road.

- Two 7' planting strips on both sides
- Two 8' sidewalks on both sides, shielding pedestrians from moving traffic with the strip of landscaping and a row of parked cars.

This proposal will serve several purposes:

- It will re-connect the downtown area, an important step towards the revitalization of the center as a whole
- It will add additional parking opportunities for beach goers and locals
- It will slow speed along Moody Blvd., making it a more pedestrian oriented environment
- It will create a roadway that is more in tune with the small town atmosphere that residents intend to preserve

Despite the document being over twenty years old, its relevance is even more impactful today. Flagler Beach, especially downtown, is being remarkably transformed: millions of cubic yards of sand were added (and will be maintained) by the United States Army Corps of Engineers, drawing an unprecedented number of visitors to those beaches; a new one-hundred room hotel, built on the same downtown site of an original historic hotel, will soon open (the first new hotel in Flagler County in approximately twenty years); and the City's historic Pier, significantly damaged by Atlantic Ocean hurricanes which lead to its closure in 2022, will be rebuilt this year. These three features will inarguably result in thousands of more pedestrians in downtown Flagler Beach.

*2025 Application for Project Prioritization- Traffic Operations, Safety, and Local Initiatives Projects  
City of Flagler Beach- Moody Boulevard (SR100) Reconfiguration*

While considering the roadway improvements proposed in the 2003 Charrette and 2006 Master Plan, as well as current transportation engineering best practices, the City of Flagler Beach, in conjunction with a local Florida registered professional civil engineering consultant, has developed several potential alternatives for the corridor, which could be further examined as part of a feasibility study. As seen in the attached exhibits, multiple cross-sectional alternatives have been developed which include various options for travel lanes, on-street parking, multimodal facilities, and pedestrian space. In addition, intersection improvements at Flagler Avenue and Oceanshore Boulevard were examined, including raised intersections and crosswalks. Alternate #1 is most closely aligned with the recommendations in the Charette and Master Plan and therefore were advanced further for consideration.

The proposed project will enhance the safety of those pedestrians and restore parking availability that was lost with the widening of Moody Boulevard following the completion of the high-rise bridge.

**Criteria #1- Location**

The proposed location for the City's Project is Moody Boulevard (Road ID 7302000), specifically from the intersection at Flagler Avenue to the intersection at Oceanshore Boulevard (SR A1A), classified as Urban Principal Arterial- Other.

**Criteria #2- Mobility and Operational Benefits**

With an Average Annual Daily Traffic (AADT) of approximately 16,000 vehicles per day, the existing Moody Boulevard cross section has excess capacity for the existing conditions. In fact, recent traffic impact studies for new development in the area have recommended only optimizing signal timings to maintain the level of service within the corridor. Because of this, as well as the existence of parallel streets that make up Flagler Beach's classic grid roadway system, the current five-lane section is a prime candidate for reconfiguration. According to the National Association of City Transportation Officials (NACTO) Urban Street Design Guide, "streets carrying up to 25,000 vehicles per day function effectively with three lanes;" therefore, a reduction in the number of travel lanes ("road diet"), in conjunction with potential intersection improvements such as free-flowing roundabouts or optimized signal timings, is appropriate for this downtown corridor.

A road diet for Moody Boulevard would have numerous benefits that could improve mobility and operations for all modes of transportation. A five-to-three lane reduction reduces a number of crash types, including sideswipe and weaving related crashes as well as reducing conflict points at intersections and driveways. In addition, the inclusion of access management principles, such as formalizing and consolidating access points or right-in-right-out access, would further decrease the potential for these crashes by reducing 90-degree crashes related to unrestricted turning movements. Sight distance is also improved by eliminating "hidden vehicles" blocked by other vehicles traveling in the same direction.

By reducing vehicular speeds with a reduction and narrowing of lanes, non-vehicular operations are drastically improved. An area that is functionally off-limits to safe bicycle and pedestrian traffic in its current configuration would become comfortable for multi-modal traffic. Additionally, the widening of sidewalks and the introduction of a buffer with on-street parking would allow for greater comfort when traversing the corridor on foot.

The reduction of lanes, along with a center left turn lane or roundabouts at each end of the corridor, would improve operations by reducing delays. Weaving would no longer be present, improving traffic flow, and side street delays would be reduced as the number of lanes turning vehicles must cross is cut in half.

*2025 Application for Project Prioritization- Traffic Operations, Safety, and Local Initiatives Projects  
City of Flagler Beach- Moody Boulevard (SR100) Reconfiguration*

**Criteria #3- Safety Benefits**

Signalized crossings are in place at the two ends of this road segment, but the pedestrian “flow” between “northside” businesses/residences and “southside” businesses/residences contributes significantly to unsafe “mid-block” crossings, especially at an existing crosswalk that is painted, but not signaled (between Daytona Avenue and Central Avenue. The utilization of this crosswalk will likely increase substantially with the opening of a new one-hundred room hotel on that block of Moody Boulevard. Previous informal conversations with Florida Department of Transportation officials have indicated that due to the distances related to the existing signals and secondary intersections, the mid-block crossing is not recommended for signalization.

Over the course of the past three years, Police Department officials report forty-two crashes involving either pedestrians or vehicles on Moody Boulevard in the proposed Project area. The vehicular speed limit in the Project area is posted at 35 mph, but vehicles frequently travel faster due to the transition from the bridge (posted 45 mph) into the City’s community center. The “open visualness” of the five-lane thoroughfare contributes to the perception that the area is more vehicular-oriented (speed) than pedestrian-focused (safety). As discussed previously, a road diet cross section will not only reduce the potential for crashes but also reduce the severity of crashes.

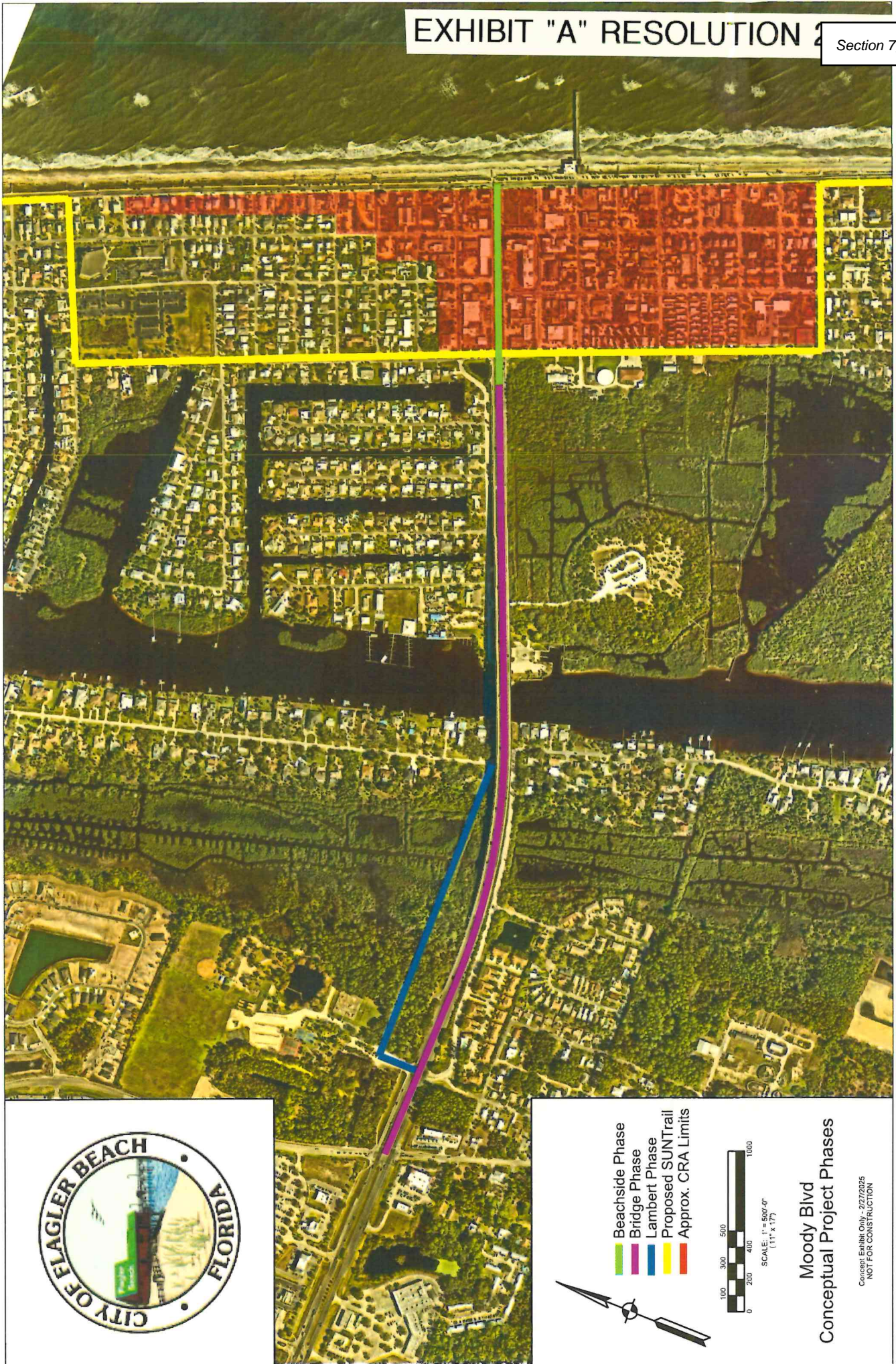
The proposed Project will implement stronger visual cues to slow traffic and enhance safety (both vehicles and pedestrians). The proposed absence of bicycle consideration must be specifically noted. The City is currently working with Department of Transportation officials to design and construct a SUN Trail leg from the southern city limits (Flagler/Volusia County line) to the northern city limits, mainly along Oceanshore Boulevard (State Route 100). Due to physical constraints downtown, however, the proposed trail will be diverted from the oceanside path to Flagler Avenue (at S. 9<sup>th</sup> Street and at N. 10<sup>th</sup> Street). With this designed diversion, the intent is to direct bicycle traffic north and south along the trail rather than into the Project area. Alternative safer entries to the commercial center would be available to cyclists on secondary streets off Flagler Avenue.

**Criteria #4- Transportation Equity and Economic Vitality**

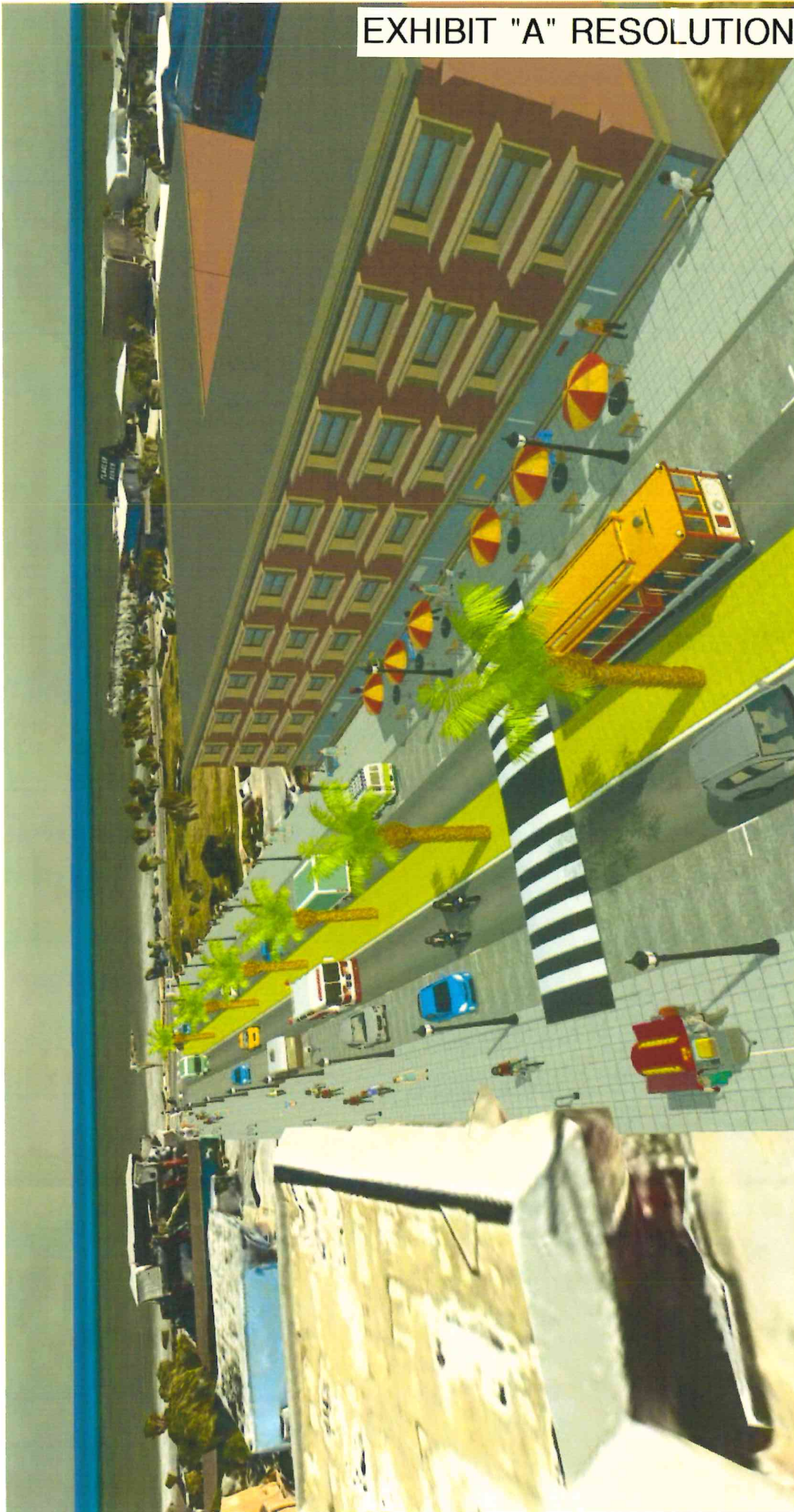
The Flagler Beach downtown area (codified as the City’s Community Redevelopment Agency or CRA) extends from S. 9<sup>th</sup> Street to N. 9<sup>th</sup> Street, and roughly from Flagler Avenue to Oceanshore Boulevard (State Route A1A). As strongly reference in the Purpose and Need Statements, this area is the economic hub of Flagler Beach and, with the widening of Moody Boulevard (State Route 100), the road is a significant visual and physical barrier that divides the City.

Creating a corridor that is a destination, rather than a thoroughfare to pass vehicles through the City, will drive economics for the businesses in the CRA. The City’s development documents, the 2003 Charrette and the 2006 Downtown Master Plan provide extensive insight into, ironically, the re-development and preservation of the Flagler Beach downtown. Increased multi-modal safety and comfort will increase equity by allowing users who may not have vehicles traverse the corridor and safely cross to both sides of the City. A re-imagined Moody Boulevard will become an asset for the community, rather than a facility that is perceived as dangerous for non-vehicular users, thereby increasing quality of life for residents and visitors alike.

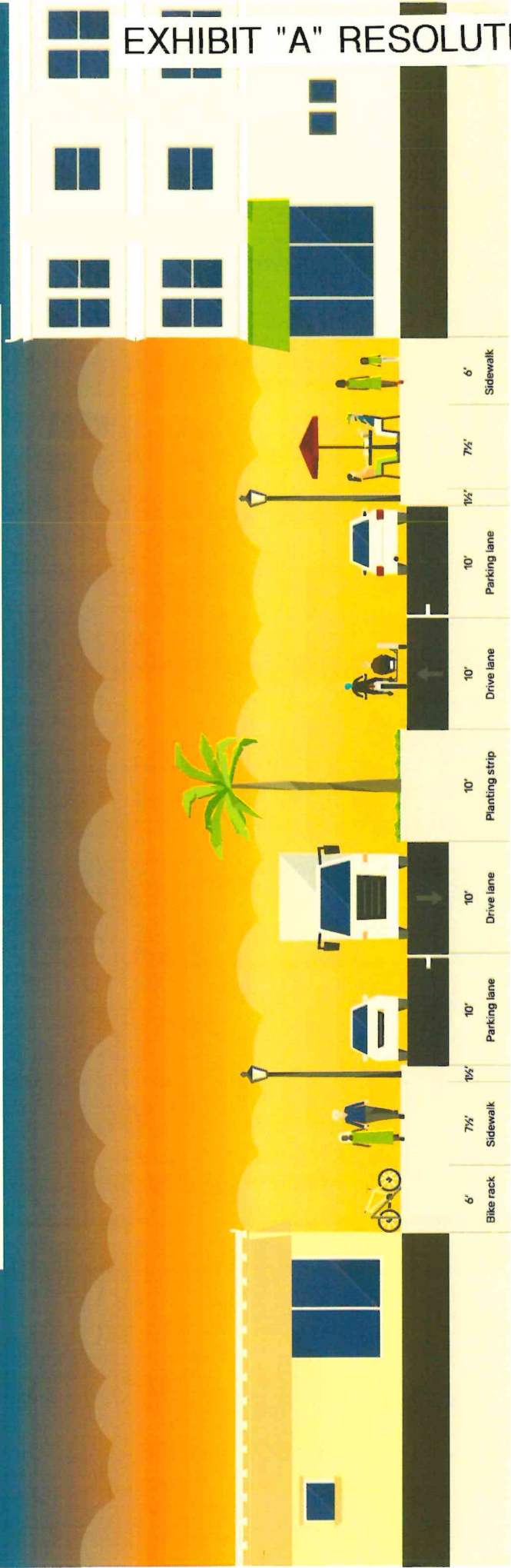








# Moody Blvd (Downtown) - Alt 1

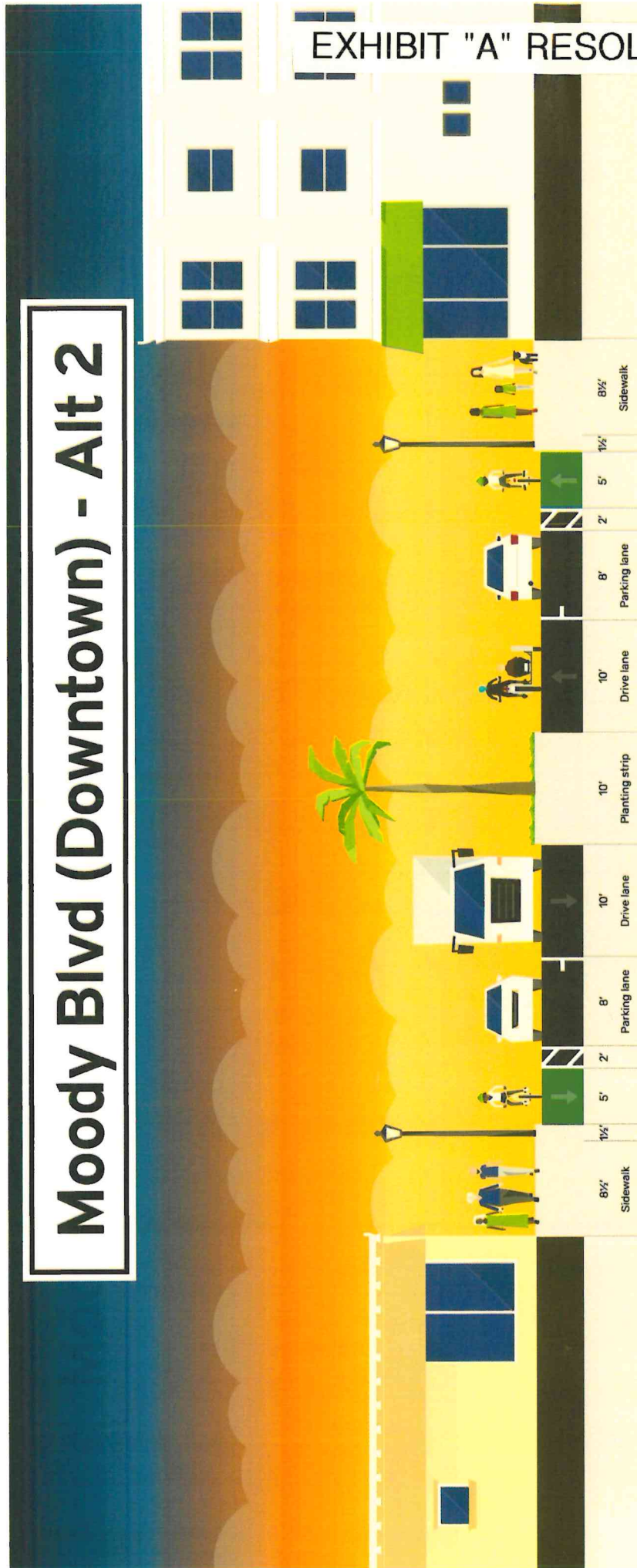




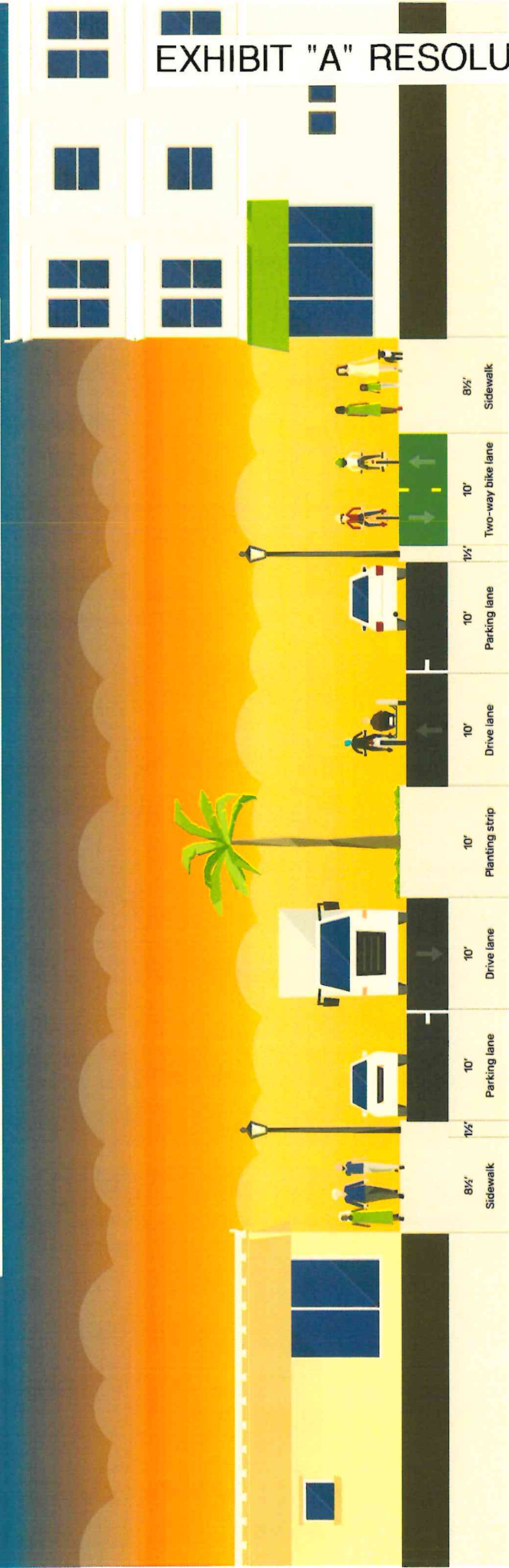
# Moody Blvd (Downtown) - Alt 2

## EXHIBIT "A" RESOLUTION

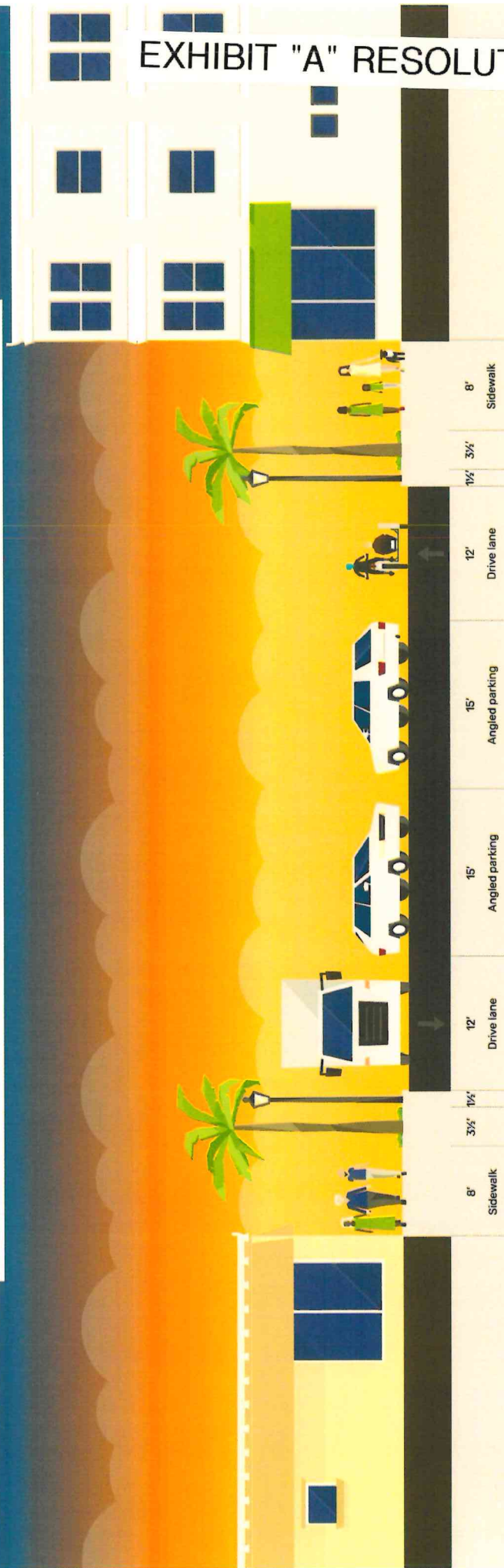
Section 7, Item f.



# Moody Blvd (Downtown) - Alt 3



# Moody Blvd (Downtown) - Alt 4





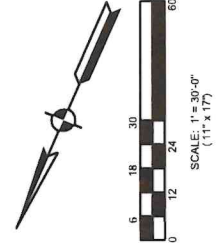
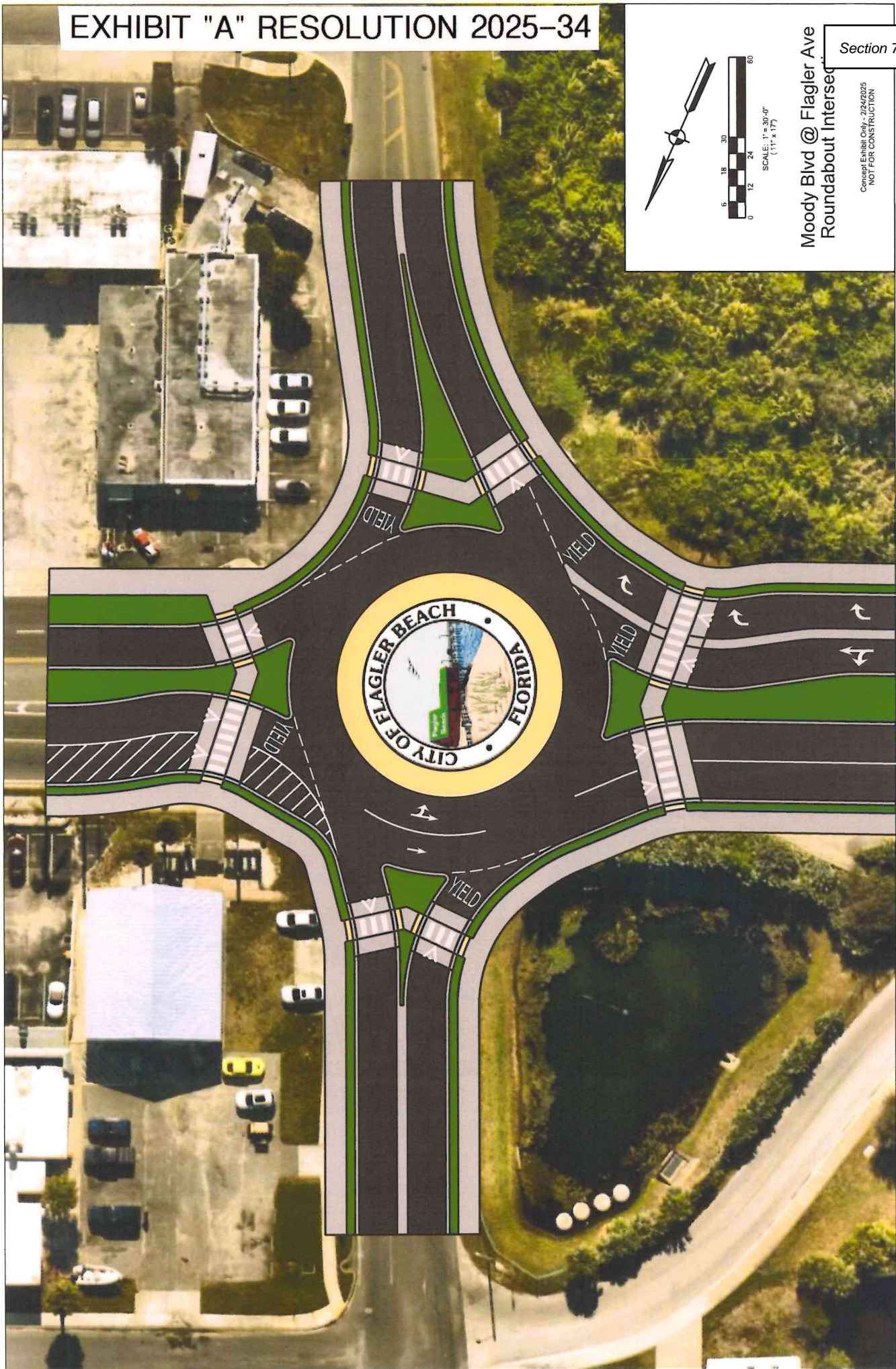
# Moody Blvd (Downtown) - Alt 5







# EXHIBIT "A" RESOLUTION 2025-34

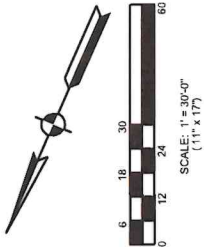
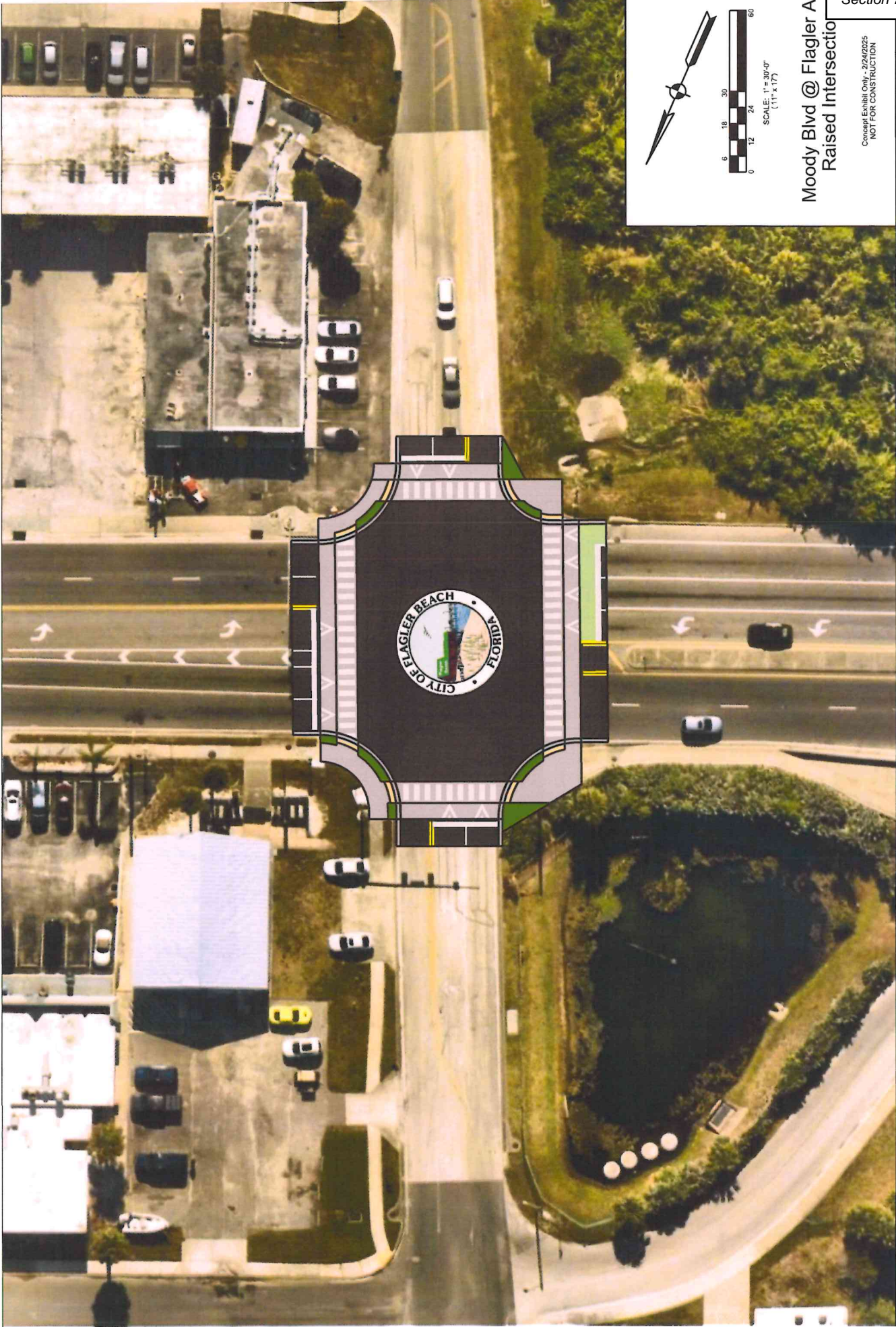


Moody Blvd @ Flagler Ave  
Roundabout Intersection

Section 7, Item f.

Concept Exhibit Only - 2/24/2025  
NOT FOR CONSTRUCTION



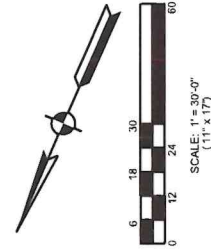
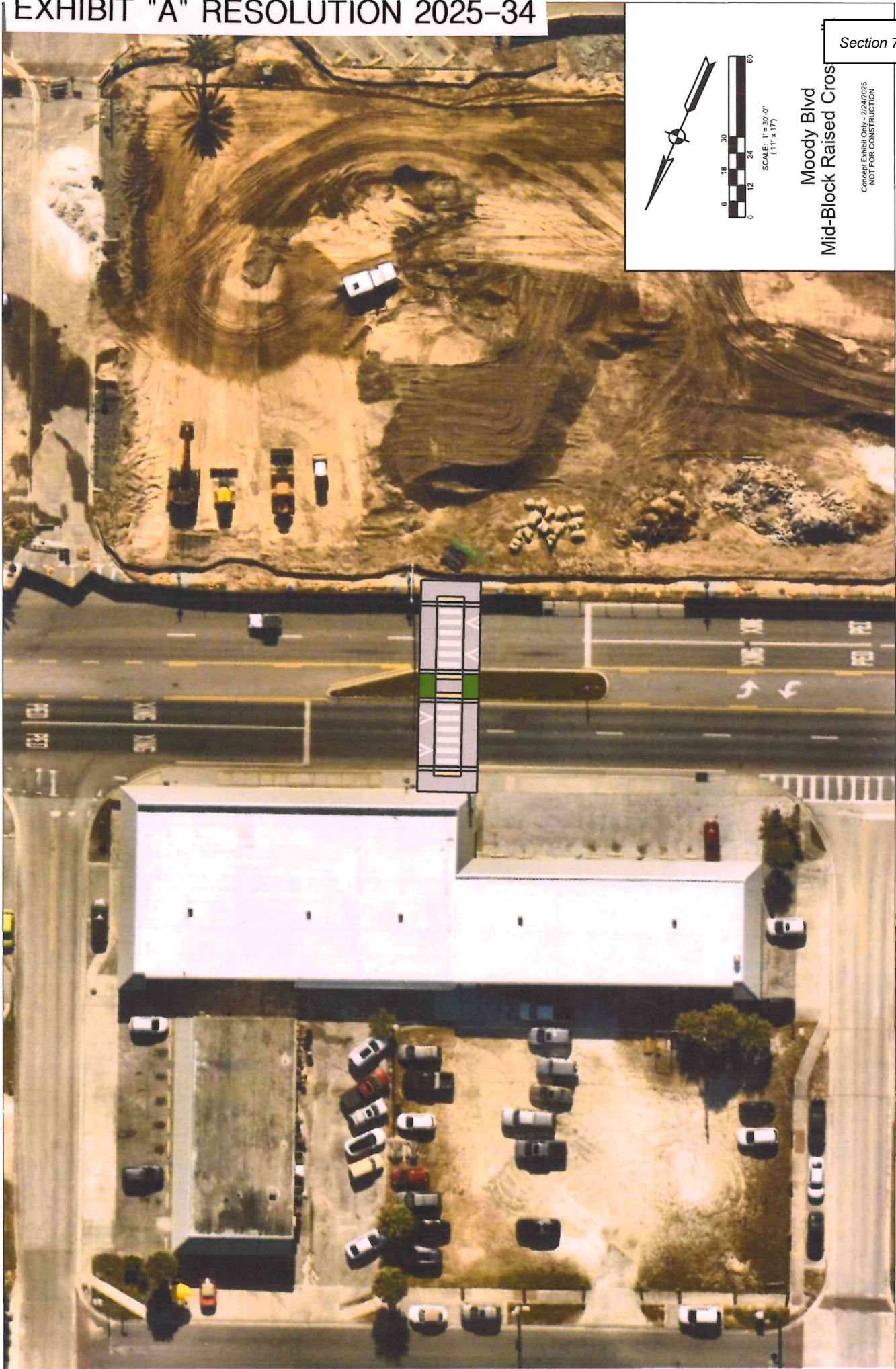


Moody Blvd @ Flagler Ave  
Raised Intersection

Section 7, Item f.

Concept Exhibit Only - 2/24/2025  
NOT FOR CONSTRUCTION





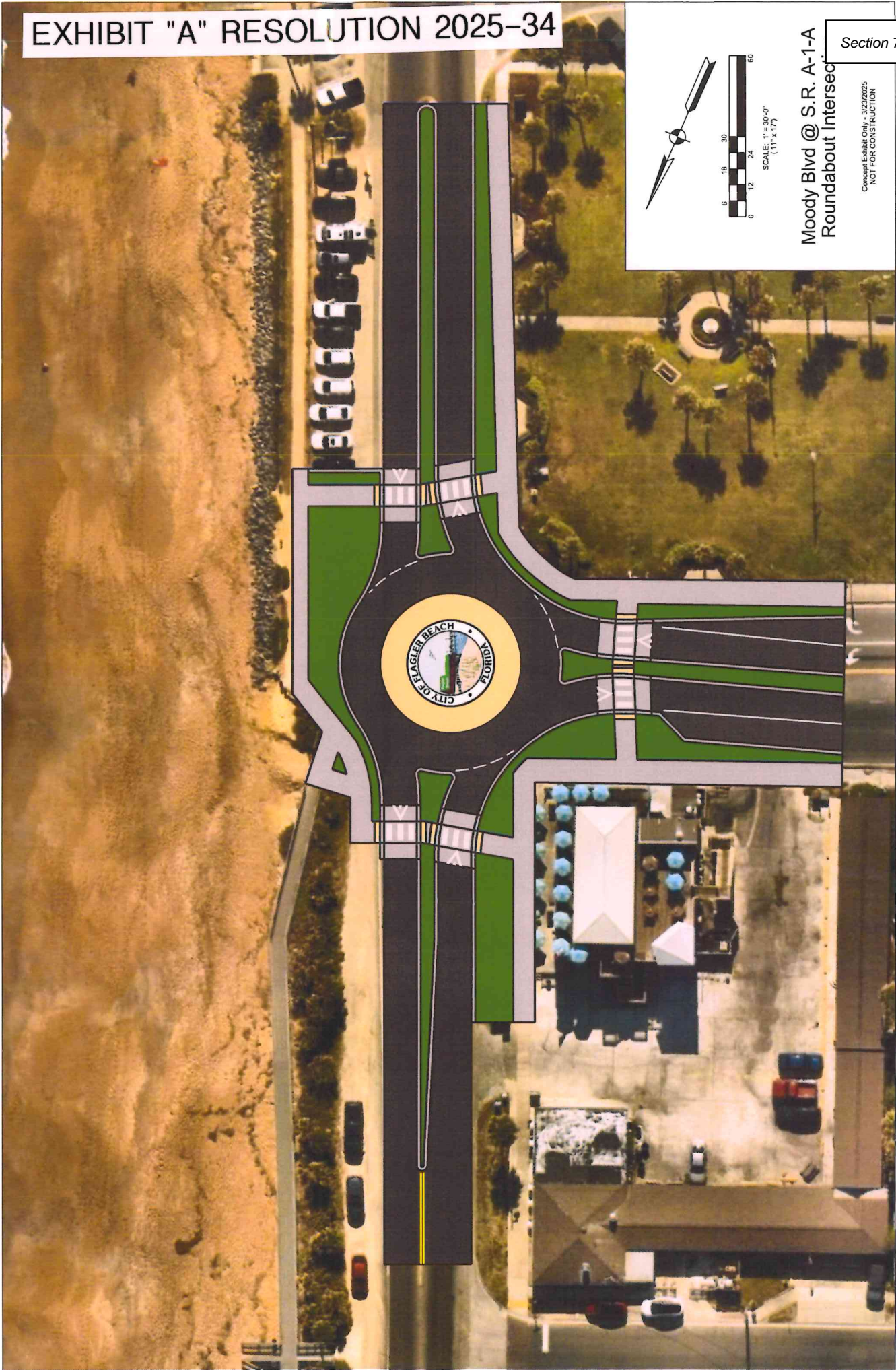
Section 7, Item f.

Moody Blvd  
Mid-Block Raised Cross

Concept Exhibit Only - 2/24/2025  
NOT FOR CONSTRUCTION



EXHIBIT "A" RESOLUTION 2025-34

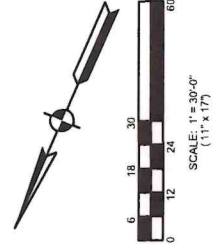
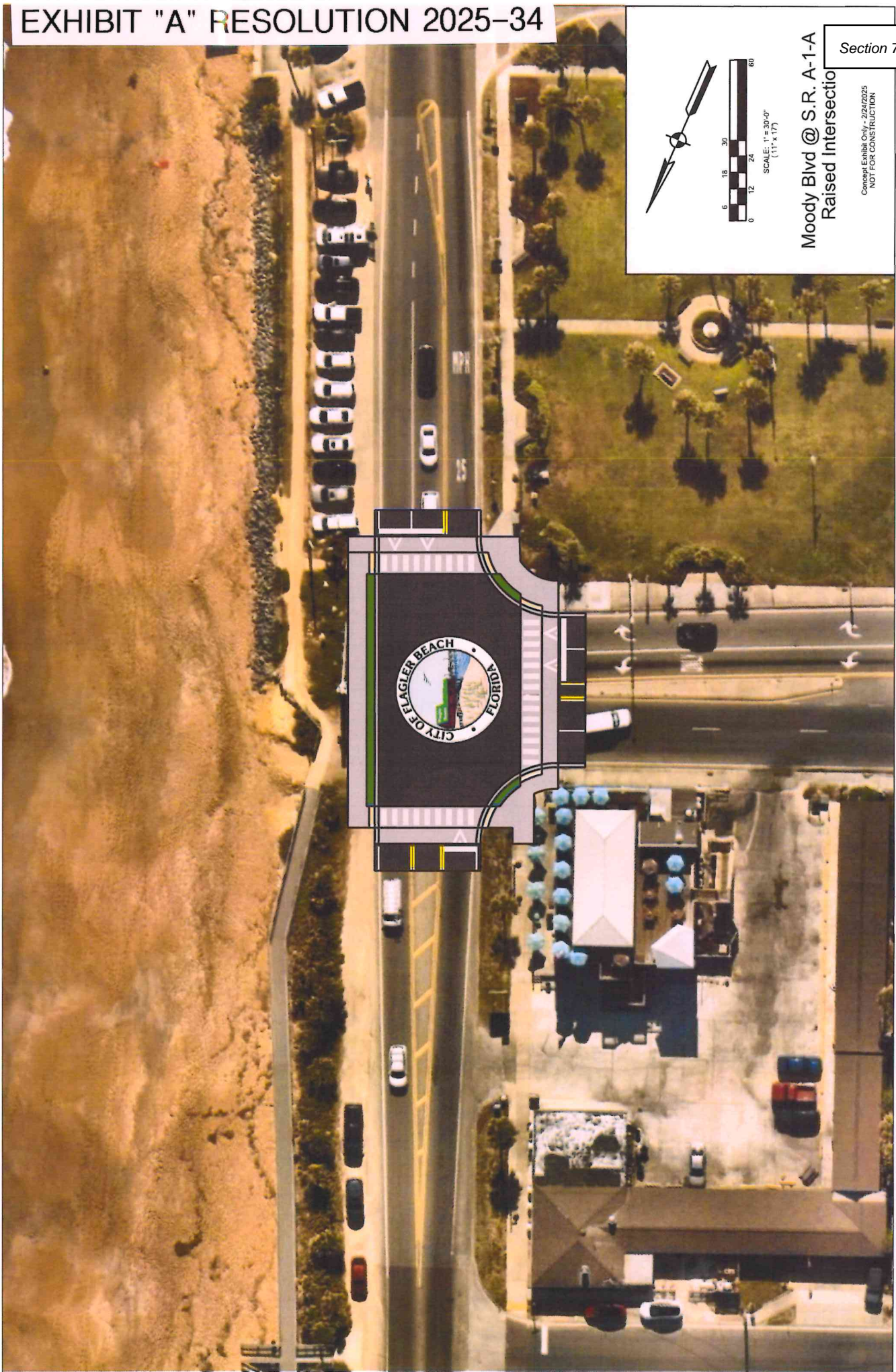


Section 7, Item f.

Moody Blvd @ S.R. A-1-A  
Roundabout Intersected

Concept Exhibit Only - 3/23/2025  
NOT FOR CONSTRUCTION





Moody Blvd @ S.R. A-1-A  
Raised Intersection

Section 7, Item f.

Concept Exhibit Only - 2/24/2025  
NOT FOR CONSTRUCTION

2025/2026

Section 7, Item g.

## Appointments of Elected Officials to Various Boards & Committees

APPOINTMENT	MEETING DATES	CONTACT	CURRENT REPRESENTATIVE	2025/26 REPRESENTATIVE
Flagler Beach Finance Committee (Commission Seat)	Typically, quarterly on a Tuesday at 8 am. To be determined at next Investment meeting.	Finance Director	Commissioner Mealy	
Flagler Beach Finance Committee (Mayor Seat)	To be determined at organizational meeting	Finance Director	Mayor King	
Safety Committee	Quarterly meetings, times to be announced Fire Station	(Interim) Deputy Chief Cox	Commissioner Mealy	
Flagler County Tourist Development Committee	3 <sup>rd</sup> Wednesday at 10:00 a.m. @ Government Services Building	Flagler County Administration 1769 E. Moody Blvd #2 Bunnell, FL 32110	Commissioner Cooley	
Friends of the A1A Scenic & Historic Coastal Byway	2:00 p.m. to 4:00 p.m. the fourth Wednesday of each month Hammock Community Center 79 Mala Compra Road Palm Coast, FL 32167	Bill McClure, President <a href="http://www.scenica1a.org">www.scenica1a.org</a> 2175 Mizel Rd St. Augustine, FL 32080	Commissioner Belhumeur Alternate: Mayor King	
Museum Board	2nd Tuesday at 4:00 p.m. @ Fire Station	Patti King P.O Box 2136 Flagler Beach, FL 32136	Mayor King to serve as Liaison	
Flagler League of Cities Mayors Meetings	Quarterly Meetings 3rd Wednesday at Noon, Rotating meeting sites	Bunnell Mayor Catherine Robinson P.O. Box 756 Bunnell, FL 32164 <a href="mailto:crobinson@bunnellcity.us">crobinson@bunnellcity.us</a>	Mayor King	
Florida League of Cities (voting member)	Periodic meeting times and locations to be announced	Florida League of Cities P.O. Box 1757 Tallahassee, FL 32302-1757	Commissioner Sherman	
Florida League of Cities Legislative Policy Committees Finance Taxation and Personnel	<ul style="list-style-type: none"> <li>• 3x's prior to session</li> <li>• Usual Fall Meeting</li> <li>• Committee openings start June 1 of each year.</li> </ul>	FLC Contact: Mary Edenfield FLC Policy Committee Memberships <a href="mailto:medenfield@flcities.com">medenfield@flcities.com</a>	Commissioner Spradley	

## Appointments of Elected Officials to Various Boards & Committees

Land Use and Economic Development	<ul style="list-style-type: none"> <li>Commissioners each sign themselves up for committees.</li> </ul>	Mary Edenfield Legislative Coordinator Florida League of Cities, Inc. 850.701.3624 <a href="http://www.flcities.com">www.flcities.com</a>	Commissioner Belhumeur	
Transportation & Intergovernmental Relations		Openings for Committees are every June 1 <sup>st</sup> , current appointments will receive an email reminder from Mary.	Commissioner Sherman	
Utilities, Natural Resources & Public Works			Commissioner Mealy	
Liaison to St. Johns River Water Management District	Periodic meeting, times to be announced usually @ District Office	<b>Adam Lovejoy</b> <b>(Director, Governmental Affairs Program)</b> Office: Maitland Service Center Office telephone: 407-659-4844 Cell: 321-356-1959 Email: <a href="mailto:alovejoy@sjrwmd.com">alovejoy@sjrwmd.com</a>  <b>Bill White</b> <b>(Intergovernmental Coordinator)</b> Contact for Flagler County Office: Palatka Headquarters Office telephone: 386-326-2875 Email: <a href="mailto:wwhite@sjrwmd.com">wwhite@sjrwmd.com</a>	Commissioner Belhumeur  Alternate: Commissioner Mealy	



2025/2026

Section 7, Item g.

## Appointments of Elected Officials to Various Boards & Committees

Business Ambassadors Meetings	Periodic	City Manager P.O. Box 70 Flagler Beach, FL 32136 386-517-2000 ext. 222 <a href="mailto:dmartin@cityofflaglerbeach.com">dmartin@cityofflaglerbeach.com</a>	Mayor King (Primary) & Commissioner Cooley	
APPOINTMENT	MEETING DATES	CONTACT		
River to Sea Transportation Planning Organization (TPO)	3 <sup>rd</sup> Wednesday at 9:00 a.m. @ the Airport	Pamela Blankenship Donna Ralston	Commissioner Belhumeur	
TPO's (BPAC) Bicycle/ Pedestrian Advisory Committee	2 <sup>nd</sup> Wednesday at 3:00 p.m. @the Airport	<b>1 Deuce Court Suite 100 Daytona Beach, FL 32124</b>  All TPO Board, BPAC, CAC, and TCC meetings will be held in the <b>Daytona Beach International Airport Airline Room</b> located at: 700 Catalina Drive Daytona Beach, FL 32114 *Parking will be validated* (386) 226-0422 <a href="mailto:pblankenship@r2ctpo.org">pblankenship@r2ctpo.org</a> <a href="mailto:Dralston@r2ctpo.org">Dralston@r2ctpo.org</a>	Ed Fendley(Primary) <a href="mailto:edfendley@gmail.com">edfendley@gmail.com</a> Alternate Vacant	
TPO's Citizens' Advisory Committee (CAC)	3 <sup>rd</sup> Tuesday at 1:15 p.m. @ the Airport		Paul Mykytka <a href="mailto:paul.mykytka@gmail.com">paul.mykytka@gmail.com</a> Alternate Vacant	
TPO's Technical Advisory Committee (TAC)	3 <sup>rd</sup> Tuesday at 3:00 p.m. @ the Airport		Bill Freeman, City Engineer 386-517-2000 ext. 230 <a href="mailto:bfreeman@cityofflaglerbeach.com">bfreeman@cityofflaglerbeach.com</a>	
Family Life Center Board	Noon on the 3 <sup>rd</sup> Tuesday, every other month	Trish Giaccone, CEO Meeting Site, Amaral Center 4721 E. Moody Blvd, Unit 503	<b>Commissioner Mealy (Primary)</b>	

2025/2026

Section 7, Item g.

Appointments of Elected Officials to Various Boards & Committees

		Bunnell, FL 32110 Mailing Address P.O. Box 2058 Bunnell, FL 32110 Executive <a href="mailto:trish@familylifecenterflagler.org">trish@familylifecenterflagler.org</a>		
Public Safety Coordinating Council	2 <sup>nd</sup> Wednesday of each month 8:45 a.m.	Emergency Operations Center 1769 E. Moody Blvd Bldg. 3 Bunnell, FL 32110 Staff: Sheri Gopie <a href="mailto:sgopie@flaglersheriff.com">sgopie@flaglersheriff.com</a>	Commissioner Spradley	
School Board Oversight Committee for Public School Facility Planning (ILA)	June 8 <sup>th</sup> 1 2	Dave Freeman, Coordinator of Planning and Intergovernmental Relations Flagler County Public Schools 386-586-5192 ext. 1313 <a href="mailto:freemand@flaglerschools.com">freemand@flaglerschools.com</a> Clarice Dias, Admin Assistant <a href="mailto:diase@flaglerschools.com">diase@flaglerschools.com</a>	Commission Representatives <b>Commissioner Mealy</b> Commissioner Sherman Staff Representative Lupita McClenning	

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**ORDINANCE 2025-02**

**AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATED TO ANNEXATION PROCEDURES; READOPTING AMENDMENTS TO CHAPTER 2, SECTION 2-2, INCLUDED IN ORDINANCE 2024-01 WHICH REMOVED THE REQUIREMENT FOR A REFERENDUM CONDUCTED WITHIN EXISTING CITY LIMITS FOR CERTAIN ANNEXATIONS; OR, ALTERNATIVELY, REPEALING ORDINANCE 2024-01 AND REINSTITUTING THE REQUIREMENT FOR A REFERENDUM CONDUCTED WITHIN EXISTING CITY LIMITS FOR CERTAIN ANNEXATIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF**

**WHEREAS**, in January 2024, the City Commission approved Ordinance 2024-01 which amended Section 2-2 of the Code of Ordinances to remove an additional local process for annexation beyond the requirements of State statute and provide that annexations would follow the process delineated in State statutes; and

**WHEREAS**, specifically, the City Commission removed the following local requirement which exceeded the minimum State statute requirements for annexation:

If the city commission adopts any ordinance of annexation, voluntary or involuntary, that would cause the total area annexed during one (1) calendar year cumulatively to exceed more than five (5) percent of the total geographic area of the city, the ordinance shall be submitted to a binding vote of the registered voters of the city;

and

**WHEREAS**, at its regular meeting of February 27, 2025, a member of the public expressed concerns related to the published notice for Ordinance 2024-01; and

**WHEREAS**, based on such concerns and in order to resolve any claimed issues related to notice and allow robust public participation, the City Commission finds it appropriate to consider a new ordinance relating to the subject matter contained in Ordinance 2024-01 wherein the City Commission shall consider readoption of the amendments or, if the Commission determines to not readopt said amendments, to repeal Ordinance 2024-01.

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

**SECTION 1.** The following amendments to Chapter 2, Section 2-2 of the Code of Ordinances are hereby approved and adopted. (Note, underlined text represents text added to the Code as it existed prior to Ordinance 2024-01 and ~~striketrough~~ text represents text deleted from the Code as it existed prior to Ordinance 2024-01):

Sec. 2-2. Annexation; ~~vote required, when.~~

~~(a) If the city commission adopts any ordinance of annexation, voluntary or involuntary, that would cause the total area annexed during one (1) calendar year cumulatively to exceed more than five (5) percent of the total geographic area of the city, the ordinance shall be submitted to a binding vote of the registered voters of the city.~~

~~(b) Notwithstanding the above, t~~The provisions of F.S. §§ 171.042, Prerequisites to Annexation; 171.043, Annexation Procedures; and 171.044, Voluntary Annexation, shall apply to annexations conducted by the city~~the rules and procedures of the city commission.~~ In addition to the requirements of state law, if any annexation is proposed that would exceed more than five (5) percent of the total geographic area of the city at the time of such proposal, an ordinance approving the annexation shall require the affirmative vote of at least four members of the city commission.

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

**SECTION 3. Severability.** If any portion of this Ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed here from, and the remainder of this Ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

**SECTION 4. Conflicts.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 5. Effective date.** This Ordinance shall take effect immediately upon adoption as provided by the Charter of the City of Flagler Beach.

PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2025.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

\_\_\_\_\_  
Pattie King, Mayor

ATTEST:

\_\_\_\_\_  
Penny Overstreet, City Clerk



## **Business Impact Estimate**

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

### ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATED TO ANNEXATION PROCEDURES; READOPTING AMENDMENTS TO CHAPTER 2, SECTION 2-2, INCLUDED IN ORDINANCE 2024-01 WHICH REMOVED THE REQUIREMENT FOR A REFERENDUM CONDUCTED WITHIN EXISTING CITY LIMITS FOR CERTAIN ANNEXATIONS; OR, ALTERNATIVELY, REPEALING ORDINANCE 2024-01 AND REINSTITUTING THE REQUIREMENT FOR A REFERENDUM CONDUCTED WITHIN EXISTING CITY LIMITS FOR CERTAIN ANNEXATIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOFHEREOF

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

<sup>1</sup> See Section 166.041(4)(c), Florida Statutes.

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

1. Summary of the proposed ordinance:

Ordinance 2025-02 relates to procedures for annexations. Specifically, the ordinance amends local annexation procedures that go above and beyond the requirements of State law for annexations.

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

The ordinance is not expected to have any direct economic impact on private, for profit businesses in the City. The ordinance will not have any regulatory costs nor costs of compliance for businesses. The ordinance does not create any new fees or charges on businesses.

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

The City does not expect any businesses in the City to be impacted by the proposed ordinance.

Serial Number  
25-00072F

# Observer

You. Your Neighbors. Your Neighborhood.  
**PalmCoastObserver.com**

Palm Coast Observer  
Published Weekly  
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

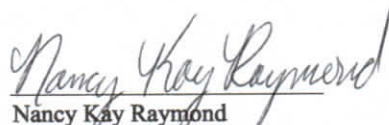
in the matter of March 27th

in the Court, was published in said newspaper by print in the

issues of 3/13/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

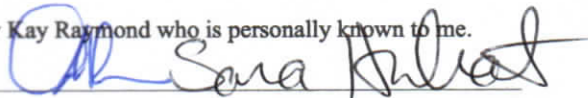
\*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

  
Nancy Kay Raymond

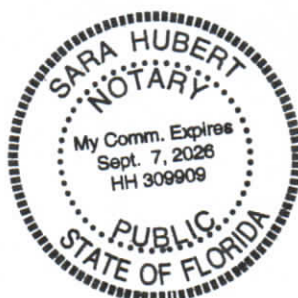
Sworn to and subscribed, and personally appeared by physical presence before me,

13th day of March, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.



Notary Public, State of Florida  
(SEAL)



Section 8, Item a.

#### PUBLIC NOTICE

The City of Flagler Beach proposes to adopt the following ordinances entitled:  
ORDINANCE 2025-02

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATED TO ANNEXATION PROCEDURES; READOPTING AMENDMENTS TO CHAPTER 2, SECTION 2-2, INCLUDED IN ORDINANCE 2024-01 WHICH REMOVED THE REQUIREMENT FOR A REFERENDUM CONDUCTED WITHIN EXISTING CITY LIMITS FOR CERTAIN ANNEXATIONS; OR, ALTERNATIVELY, REPEALING ORDINANCE 2024-01 AND REINSTITUTING THE REQUIREMENT FOR A REFERENDUM CONDUCTED WITHIN EXISTING CITY LIMITS FOR CERTAIN ANNEXATIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF

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

City Commission: Thursday, March 27, 2025 @ 5:30 p.m. or soon thereafter

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

Mar. 13 25-00072F

THE DAYTONA BEACH  
**NEWS-JOURNAL** PO Box 631244 Cincinnati, OH 45263-1244

**AFFIDAVIT OF PUBLICATION**

Penny Overstreet  
City of Flagler - Legals  
Po Box 70  
Flagler Beach FL 32136-0070


STATE OF WISCONSIN, COUNTY OF BROWN

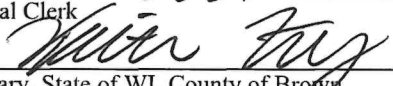
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The News-Journal, published in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Volusia and Flagler Counties, Florida, or in a newspaper by print in the issues of, on:

03/12/2025

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 03/12/2025

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	\$304.84	
Tax Amount:	\$0.00	
Payment Cost:	\$304.84	
Order No:	11089924	# of Copies:
Customer No:	464924	1
PO #:	Ordinance 2025-02	

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

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

**ORDINANCE 2025-02**

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L#11089924 March 12, 2025 1T

Received

MAR 17 2025

City of Flagler Beach

KAITLYN FELTY  
Notary Public  
State of Wisconsin