



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, November 14, 2024 at 5:30 PM

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

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

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. Certificate of Appreciation Ms Shaelaine Peterson.
4. **Deletions and changes to the agenda**
5. **Public comments regarding items not on the agenda**

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
6. **Consent Agenda**
 - a. Approve the Regular Meeting Minutes of October 14 and 24, 2024.
7. **General Business**
 - a. Resolution 2024-67. A resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2024-51, which adopted the FY 24/25 Budget, to reflect a Budget Amendment to roll the appropriate expenses from FY 2023/24 into the Budget for 2024/25; providing for conflict, providing an effective date hereof.
 - b. Resolution 2024-68. A Resolution by the City of Flagler Beach, Florida for Water, Sewer, Stormwater, and Sanitation Fee increases to provide revenues that will be sufficient to operate financially self-supporting Utilities; repealing Resolution 2023-21; providing for conflict; providing an effective date hereof.
 - c. Legislative Priority Recommendations for the 2025 Legislative Session and North East Florida Regional Council.
 - d. Discussion related to the County Beach Management Plan.
 - e. Approve Tierra, Inc., as a sole source vendor in relation to the Flagler Beach Pier Project drilling Sub-Contractor.
8. **Public Hearings**
 - a. Ordinance 2024-21, an Ordinance of the City Commission of the City of Flagler Beach, Florida, authorizing the borrowing of money in an amount not to exceed twenty-one million dollars for the purpose of financing certain repairs and the replacement of damaged portions of the Flagler Beach Pier; and providing an effective date - final reading.
 - b. Ordinance 2024-22, and Ordinance of the City of Flagler Beach, Florida, approving a Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police

Associations for the period October 1, 2024 through September 30, 2027; providing for conflicts; providing for severability and providing for an effective date- 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.

Certificate of Appreciation



THIS CERTIFICATE IS AWARDED TO

Shaelaine Peterson

In recognition of her actions to assist Officer Schoenbroad in his efforts to detain a resisting subject.

CITY OF FLAGLER BEACH

Mayor Patti King

October 10, 2024



CITY COMMISSION REGULAR MEETING MINUTES

Thursday, October 17, 2024 at 5:30 PM

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

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, City Planner Lupita McClenning and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Commissioner Spradley called to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Commissioner Sherman led the pledge to the flag.
3. **Proclamations and Awards:**
 - a. Proclamation recognizing October as Downs Syndrome Awareness Month. Mayor King read the proclamation into the record, then presented the proclamation to Marie Dowling and Terri Baker from Cedar Bridge Foundation.
 - b. Receive an update from the Centennial Committee - Roland Clee. Mr. Clee spoke of the year-round events the Committee is planning. Gail Wadsworth stated they will have a big monthly event and the grand finale will be in December 2025, with the recreation of the Cabbage Ball. Bree Kunoff was present as well and she is leading the communications team. The website for the centennial celebration is Flaglerbeachcelebrates@gmail.com.
4. **Deletions and changes to the agenda:** Commissioner Sherman requested that the agenda move 8a to the top of the agenda and move item 7c after 8 a. The commission reached a consensus to move the items.
5. **Public comments regarding items not on the agenda:** Kim Carney spoke about the Flagler County’s Beach Management Plan and the discussion regarding maintenance and funding for the beach in the future. She reported there is a Workshop on Friday at 1:00 p.m. (Kim Carney corrected her statement later in the meeting to Monday at 1:00 p.m.) Public comment was closed.
6. **Consent Agenda:**
 - a. Approve the minutes of the Regular Meeting of September 12, 2024, and the Special Meetings of September 12, 17 and 26, 2024, the Workshop Meeting of September 24, 2024, and the Emergency Meeting of October 07, 2024. Motion by Commissioner Sherman, seconded by Commissioner Belhumeur to approve the consent agenda. Public comment was opened. No comments were received. Public Comment was closed. The motion carried unanimously.

The agenda moved to Item 8a.

7. **General Business:**
 - a. Resolution 2024-24, a Resolution by the City of Flagler Beach, Florida, approving easement agreements between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purposes of leasing the infrastructure, providing for conflict and effective date. Attorney Smith read the title of the resolution into the record. Chairman Spradley outlined the location of the easement agreement. Public comment was opened. No comments were offered. Public comment was closed. Motion by Commissioner Sherman, seconded by

Commissioner Cooley to approve Resolution 2024-24. The motion carried unanimously, after a roll call vote.

- b. Resolution 2024-57, a Resolution by the City of Flagler Beach approving McKim & Creed Phase II Stormwater Planning and Improvements; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Mr. Martin reviewed the history of the item. Commissioner Cooley felt strongly the work that can be done now should start as soon as possible. Public comment was opened. No comments were received. Public comment was closed. Motion by Commissioner Sherman, seconded by Commissioner Cooley to approve Resolution 2024-57. The motion carried unanimously after a roll call vote.

The agenda moved to Item 7d.

- c. Application OE-24-09-01 Request for Annual Outdoor Entertainment Permit - The Cajun Beach - 1112 S. Ocean Shore Boulevard - Applicant - Patrick McKinney. The City Clerk and Attorney Smith reviewed the recommendation from the PAR Board. It was made clear to the applicant they could not have any outdoor entertainment until their permit was approved. City Clerk Overstreet reported the establishment was playing music this afternoon. The police were called and the music was shutdown. Again, they started playing music after the police had shut them down. Chairman Spradley passed the gavel to Vice Chairman Sherman by recusing himself from the item because Chairman Spradley has represented the co-owner in a case. The owner stated the radio station was booked months ago for a hot dog eating contest. He reported the music was not loud. Public comment was opened. The following people came forward to give their concerns, opinions and suggestions: Brenda Montgomery, Joseph Aspesi, Calvin Montgomery, Elizabeth Texzra, Karen Sprad, Derrick Hodavance and Heather Hodavance. Public comment was closed. Attorney Smith reminded the Commission this is a quasi-judicial item. He asked the Commission to review the criteria and base their motion on the criteria provided. Commissioner Cooley reported there are no documented violations, primarily because of the misuse of a decibel meter by the Police. He reviewed their diagram and saw nothing in the plans for sound abatement. Commissioner Cooley reported that they are playing music today without a permit, after they were shut down earlier in the afternoon; they were playing when he came to the meeting and they are continuing to play at the break. Commissioner Cooley does not see Cajun Beach meeting criteria 2, 5 7 and 10. Commissioner Belhumeur had concerns about the parking, criteria number 5. He explained when they play music they bring in more people above and beyond their parking. Motion by Commissioner Mealy, seconded by Commissioner Belhumeur to deny the permit based upon criteria number five. The motion carried four to zero, with Commissioner Spradley recusing himself from the vote and filed a Form 8b.

Commissioners Mealy and Belhumeur left the meeting at 9:29 p.m.

The agenda moved to Item 7a

- d. Annual City Manager evaluation review. It was the consensus to table until all officials are present.
- e. Legislative Priority Recommendations for the 2025 Legislative Session and North East Florida Regional Council. Mr. Martin asked the officials to think about what priorities they want to request and send them to him. Senior staff is meeting with Mr. Fernandez next week. Commissioner Sherman asked about the redundant water loop line. Mr. Martin responded; Mr. Fernandez is trying to bring that to the legislators but the project does not fit nicely into a grant program. This item will be coming back to the Commission in November.
- f. Resolution 2024-61, a Resolution by the City Commission of the City of Flagler Beach, Florida, extending Resolution 2024-58 which enacted a Declaration of Emergency for the City of Flagler Beach, and enacted the powers of Chapter 14, Article III, Emergency Management, providing for conflict and an effective date. Attorney Smith read title into the record. Ms. Overstreet explained the need for the motion. Motion by Commissioner Sherman, seconded by Commissioner Cooley, approve Resolution 2024-61.

Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.

The agenda moved to item 9.

8. Public Hearings:

- a. Ordinance 2024-18, an Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date - first reading. Attorney Smith read the title of the Ordinance into the record. Attorney Michael Chiumento reviewed the amendments/concessions the applicant has made at the request of the Planning Board and City Commission. Mr. Chiumento reviewed the changes and clarification made to the agreement. He reviewed the responsibilities of a CDD. Ms. Lupita McClenning, City Planner, referenced the sign height which is not consistent with City code and advised the Department of Economic Opportunity (DEO) has a 60-day review period for the Future Land Use Map (FLUM) which will be received, at the earliest, on December 7th.

Chairman Spradley opened the public hearing. The following individuals come forward to express their concerns, opinions and suggestions: Sean Moylan Flagler County Assistant Attorney, Robby Robert, Kim Carney, Linda Birch, Caleb Hathaway, Linda Birch, Greg Almer, Ralph Santori, Candy Stephens, Matt Hathaway, Alicia Hutchins, Barbara Revels, Sandra Schulteiss, John Tanner, Andy Dance, Jay Garner, Gail Wadsworth, Deb Barnes, Deb Barnes, Vicky Taylor, Conner Hughes, John Noble, Johnny Lulgjuraj, Rick Vaders, Scott Fox, Ladawn Lynch, Ray Lynch, Shari Murriello. The public hearing was closed.

Chairman Spradley thanked all for their comments and attendance.

Commissioner Cooley asked everyone to stay focused on the topic of the Ordinance. He suggested reviewing the ordinance page by page.

Commissioner Mealy would like the spine road to be created while the land is being developed and not wait for the homes to be built. She would like the road to be used for the trucks working on the development of the land and homes. Commissioner Cooley agrees for the developer to put the spine road in first. He was concerned the design for the road was going to be done by the applicant without input from the City. Commissioner Sherman agrees with Commissioners Cooley and Mealy to get the spine road put in now. Commissioner Sherman questioned the cost in resurfacing John Anderson when the road still belongs to the County and the County approves the development. Assistant County Attorney Sean Moylan was referring to the day when it needs to be redone. Commissioner Cooley Section 9, Subsection B, and referred to transportation impact fees. Attorney Smith reported the City does not have transportation impact fees and perhaps, the impact fees can go to the County so they can maintain the road. Chairman Spradley and Attorney Smith clarified the purpose of the meeting for the Commission is to express their concerns, make suggestion but not necessarily negotiate all points with the developer. The developer needs to speak to his investors and confer with his counsel. Staff will confer before you see it again on second reading.

The Commission reviewed the document page by page of the redline document.

Page 1: No change.

Page 2: No change.

Page 3: No change.

Page 4: No change.

Page 5: Commissioner Cooley would like to see more open space designation of conservation. He felt the residential unit count is too high.

Commissioner Mealy also agreed on the issue of open space and would like a definition of open space and for the developer to provide more specifics on the breakdown. Commissioner Cooley asked for quality-of-life amenities. Ms. McClenning, reported the breakdown of the uses approved by the Commission for the FLUM included seven acres active recreation, 92 acres of conservation, 45 acres of landscape wetland buffers, 65 acres open common space, six acres of recreation and 153 acres of dedicated waterfront. The Commission asked for the breakdown to be incorporated into the development agreement.

Page 6: Commissioner Cooley referred to Section 4, Subsection E referring to the word “ongoing” referring to the dates of the project. He hoped to get an expiration date. Ms. McClenning reported the City did provide to the State a Phasing Level, also had to provide that to the School Board, so we know when that development will happen and 2044 was the date submitted to the state as an expiration. Attorney Smith suggested that could be an item for discussion with the developer put an expiration date of 20 years and he has seen other jurisdiction use 20 years and the development can come before the Commission and ask for an extension if needed.

Page 7: Commissioner Cooley referred to Section 4 Subsection F and his concern was there would be safety net this so that this previously dedicated land from the County will not be developed. Attorney Smith advised the Commission could either deny or approve any decision to be made in the future on this agreement. Developer will make amendments to clarify the issue raised.

Page 8: Commissioner Cooley would like to limit docks on Bulow Creek head waters. Sean Moylan reported the developer does not own any water front on the property on the creek. The developer reported the county and developer discussed having a public park and creating a community dock. There is need to clarify the language in the agreement.

Page 9: No change.

Page 10: No change.

Page 11: No change.

Page 12: No change.

Page 13: The spine road being built after the 600th house addressed earlier in the meeting and will be presented as a topic during negotiations. Commissioner Belhumeur was disappointed with the number of proposed parks. Commissioner Cooley referred to line 13 regarding stormwater would like to ensure the development is built to the new requirements.

Page 14: No change.

Page 15: Mayor King address the common areas. Line 24 wastewater reuse fees are not addressed. She would like to see a sunset period of free reuse water for the common areas.

Page 16: No change.

Page 17: Commissioner Cooley spoke of the larger trees on site that are 36-inch trees or more. Attorney Smith reported this request was brought up at a previous meeting when the developer asked not to have to do a full-blown tree survey, but the Commission wanted to do go in and preserve trees of a certain age. It was the consensus of the Commission this topic be addressed during negotiations.

Page 18: Mayor King referred to the proposed eight-foot-high perimeter fence. Commissioner Mealy was in agreement and was not sure the code allows for eight-foot fence. She would prefer natural vegetation, trees, but if there has to be a wall or fence it be a maximum of six feet. Commissioner Mealy questioned “average” buffer on line 21. The buffer would never be less than 25.

Page 19: Mayor King referred line 4 regarding low level lighting. She asked if the agreement could be changed from “encouraged” to “required.”

Page 20: Mayor King brought up signage. She asked that the height and the square footage be addressed and reduced. Commissioner Cooley Line 2 – change from 25 ft to 50 minimum and 75 average buffer to Bulow Creek area. It was the consensus of the Commission to bring this forward.

Page 21: No change.

Page 22: Mayor King asked if there is a proposal for dry slips on site. Mr. Belshe responded in a short answer no but in a marina, there are times boats need to be pulled from the water. There was never an idea to have a facility with dry slips, but to operate a marina successfully you have to have the ability to pull a boat. Attorney Smith suggested the following language, to the extent there are dry-slips, there be screenage and no large buildings to house dry slip boats.

Page 23: No change.

Page 24: No change.

Page 25: No change.

Page 26: No change.

Page 27: Commissioner Mealy asked for clarification open burning shall not be permitted to take place during development. Attorney Smith suggested the following language be included: all other non-development burning shall be subject to the Flagler Beach Code.

Page 28: No change.

Page 29: No change.

Page 30: No change.

Page 31: No change.

Page 32: No change.

Page 33: No change.

Page 34: No change.

Discussion included the number of residential units (2765) and if there is any flexibility in that number; if it is a hard no, why; density vs. unit count; Flagler Beach’s density of 6.6. units per acre; development being much less than the City’s current code.

Mr. Chiumento needed clarification on the City’s process. Attorney Smith asked if the Commission would consider approving the ordinance on first reading and to schedule a workshop. Mayor King liked the idea of a workshop.

Motion by Commissioner Belhumeur, seconded by Commissioner Mealy, seconded by Commissioner Mealy to approve on 1st reading (Ordinance 2024-18) subject to scheduling a workshop between now and 2nd reading. The motion carried four to one, after a roll call, with Commissioner Cooley voting no.

Commissioner Spradley recessed the meeting at 8:00 PM.

Commissioner Spradley reconvened the meeting at 8:14 PM.

The agenda moved to Item 7c.

9. Staff Reports

Mr. Martin referred to the budget book handed out to the Commission. He asked for them to review and if they would like to make any changes to please let him or Ms. Monroy know what changes need to be

done. He thanked staff for all efforts during Hurricane Milton. Mr. Martin spoke about the height of the sand fencing and the cost for cutting them from three feet to two feet.

Deputy Chief Blanchette reported the shooter from October 5 was found in Palm Coast L Section but upon arrival, the suspect committed suicide in the home

It was the consensus to waive commission comments.

10. Commission Comments

a. Commission comments, including reports from meetings attended.

Mayor King thanked the City Manager and City Staff for their work during the storm.

b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

The following citizen came forward to give his concerns, opinions and suggestions: Charlie Morrow.

11. Adjournment

Motion by Commissioner Sherman to adjourn the meeting at 9:48 p.m.

Attest:

Scott Spradley, Chair

Penny Overstreet, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Spindley Scott W	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Flagler Beach City Commission
MAILING ADDRESS PO BOX 3 Flagler Beach, Flagler	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY Flagler Beach	NAME OF POLITICAL SUBDIVISION: Flagler Beach
DATE ON WHICH VOTE OCCURRED 10/17/2024	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Scott Spradley, hereby disclose that on Oct 17, 20 24:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I provided legal representation to a prior business owner of the same place of business as the Applicant, with common ownership

10/17/2024



Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



CITY COMMISSION REGULAR MEETING MINUTES

Thursday, October 24, 2024 at 5:30 PM

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

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, City Planner Lupita McClenning and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chairman Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Commissioner Sherman led the pledge to the flag.
3. **Proclamations and Awards**
 - a. Proclamation recognizing October 2024 as National Domestic Violence Awareness Month. Mayor King presented the proclamation to members of the Family Life Center, the Flagler Beach Victim Advocates and members of BACCA.
4. **Deletions and changes to the agenda:** The minutes of the October 17 meeting were removed from the agenda.
5. **Public comments regarding items not on the agenda:** Kelly Spence reported after the storm. On October 11, she reported sewage coming into the street, on October 21, sewage was coming up into the shower. She did not receive a call back, but they came to her street at 1:00 p.m. Mr. Martin responded and will have Engineering/Wastewater contact her in the morning.
6. **Consent Agenda**
 - a. Approve the minutes of the Special Meeting of October 14, 2024 and the Regular Meeting of October 17, 2024. Motion by Commissioner Mealy, seconded by Commissioner Cooley to approve the minutes of October 14th. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously.
7. **General Business**
 - a. Approve a two-year agreement for Lobbyist Services with Anfield Consulting. Edgar Fernandez of Anfield Consulting reviewed the actions the Legislature is taking when addressing funding requests. He presented a year end report to the Commission. He felt the state was honoring the request by allocating funds to specific projects. He reported on the federal lobbying efforts that were brought in to help the City obtain assistance with the beach project. Mr. Fernandez has spoken with the Becker Firm to look at the Intracoastal and to look at doing Vulnerability Study. He reported the Becker Firm is not only familiar with the political process but the federal grant process. Commissioner Cooley would like to keep the State lobbying efforts but would like to drop the federal portion after one or two years. Motion by Commissioner Belhumeur, seconded by Commissioner Sherman, we approve the agreement for lobbyist service with Anfield Consulting. Public comment was opened. No comments were received. Public comments were closed. The motion carried unanimously.
 - b. Resolution 2024-56, a Resolution by the City of Flagler Beach, Florida, to Transition Treasury Management and Banking Services to PNC Bank; providing for conflict and an effective date: Attorney Smith read the title of the resolution into the record. Keith Callahan, PNC representative, reviewed a Power Point presentation summarizing the services offered by PNC. Motion by Commissioner Sherman,

seconded by Commissioner Belhumeur, to approve Resolution 2024-56. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously after a roll call vote.

- c. Resolution 2024-62, a Resolution by the City of Flagler Beach, Florida, to rename the Investment Committee to the Finance Committee; providing for conflict and effective date: Attorney Smith read title of the resolution into the record. Motion by Commissioner Mealy, seconded by Commissioner Sherman to approve Resolution 2024-62. Public comments were opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
- d. Resolution 2024-63, a Resolution by the City of Flagler Beach, Florida, approving a Standard Grant Agreement between the State of Florida Department Of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) and the City of Flagler Beach; providing for conflict and effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Mealy, seconded by Commissioner Cooley to approve 2024-63. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
- e. Resolution 2024-64, a Resolution by the City Commission of the City of Flagler Beach, Florida extending Resolution 2024-58 which enacted a Declaration of Emergency for the City of Flagler Beach, and enacted the powers of Chapter 14, Article III, Emergency Management, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Belhumeur, seconded by Commissioner Mealy to approve Resolution 2024-64. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
- f. Resolution 2024-65, a Resolution by the City Commission of the City of Flagler Beach, Florida extending Resolution 2024-58 which enacted a Declaration of Emergency for the City of Flagler Beach, and enacted the powers of Chapter 14, Article III, Emergency Management, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Motion Commissioner Belhumeur, seconded by Commissioner Sherman to approve Resolution 2024-65. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
- g. Resolution 2024-66, a Resolution by the City Commission of the City of Flagler Beach, Florida extending Resolution 2024-58 which enacted a Declaration of Emergency for the City of Flagler Beach, and enacted the powers of Chapter 14, Article III, Emergency Management, providing for conflict and an effective date: Attorney Smith read the title of the resolution into the record. Motion by Commissioner Mealy, seconded by Commissioner Cooley, to approve Resolution 2024-66. Public comment was opened. No comments were received. Public comment was closed. The motion carried unanimously, after a roll call vote.
- h. Annual City Manager evaluation review: Mr. Martin presented his self-evaluation. He appreciated comments received by the Commission. Commissioner Cooley felt the self-evaluation was good and comparatively this evaluation is much better than those received in the past. Chairman Spradley thanked Mr. Martin for his service and noted that it was a particularly difficult time in the City's history. Public comment was opened. Paul Mykytka commended Mr. Martin for all he has done in his first year. Public comment was closed. Commissioner Belhumeur referred to the evaluation as tough love. He thanked Mr. Martin for all of his help during the past year.

8. Public Hearings

- a. Ordinance 2024-16, an Ordinance of the City of Flagler Beach, Florida, amending Appendix A, Land Development Regulations, Article II, Zoning, Section 2.05.06, "Height Regulations," of the Code of Ordinances; amending the allowed exceptions to the thirty-five-foot height limitation; providing for conflicts; providing for severability; and providing for an effective date - final reading. Attorney Smith

read the title of the ordinance into the record. Attorney Smith noted on Line 75 the word forty-five should match the numeral 43. Motion by Commissioner Belhumeur, seconded by Commissioner Sherman, to approve Ordinance 2024-16 as amended. The public hearing was opened. No comments were received. The public hearing was closed. The motion carried unanimously after a roll call vote.

- b. Ordinance 2024-17, an Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the Corporate Area and City Limits of the City of Flagler Beach; providing for the annexation of approximately 899.09 acres of property described in Exhibit "A" to this Ordinance and lying in the areas proximate to the existing City Limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of Corporate/City Limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on ad valorem taxes; providing for effect on businesses and occupations; providing for effect on businesses and occupations; providing for conflicts, severability and an effective date - final reading.

Attorney Smith read the title of the ordinance into the record.

- c. Ordinance 2024-18, an Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date - final reading.

Attorney Smith read the title of the ordinance into the record.

- d. Ordinance 2024-19, an Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 899.09 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date - final reading.

Attorney Smith read the title of the ordinance into the record.

Motion by Commissioner Belhumeur, seconded by Commissioner Sherman to table Ordinance 2024-17, 18 and 19 to December 12, 2024 at 5:30 p.m. or soon thereafter. The motion carried unanimously.

- e. Ordinance 2024-20, an Ordinance by the City of Flagler Beach, Florida, amending the Comprehensive Plan to add a Property Rights Element; providing for conflicts, severability, and an effective date - final reading. Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Sherman, seconded by Commissioner Mealy to approve Ordinance 2024-20. The public hearing was opened. No comments were received. The public hearing was closed. The motion carried unanimously, after a roll call vote.
- f. Ordinance 2024-21, an Ordinance of the City Commission of the City of Flagler Beach, Florida, authorizing the borrowing of money in an amount not to exceed twenty-one million dollars for the purpose of financing certain repairs and the replacement of damaged portions of the Flagler Beach Pier; and providing an effective date - first reading: Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Sherman, seconded by Commissioner Mealy to approve Ordinance 2024-21. The public hearing was opened. No comments were received. The public hearing was closed. The motion carried unanimously, after a roll call vote.
- g. Ordinance 2024-22, and Ordinance of the City of Flagler Beach, Florida, approving a Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations for the period October 1, 2024 through September 30, 2027; providing for conflicts; providing for severability and providing for an effective date- first reading. Attorney Smith read the title of the ordinance into the record. Commissioner Cooley requested a cost per resident. He also asked what the Sheriff's Department and other cities' cost per resident is. Commissioner Belhumeur asked what are main changes. Attorney Smith responded page 61, compensation and equipment changes. Motion by Commissioner Mealy, seconded by Commissioner Belhumeur, Ordinance 2024-22. The public hearing

was opened. No comments were received. The public hearing was closed. The motion carried unanimously, after a roll call vote.

9. Staff Reports

- a. City Attorney: None.
- b. City Manager: Friday Movie Flagler Family Flicks, Friday at the Wickline. Mr. Martin suggested the Veranda Bay Workshop be held on November 14th prior to the Commission Meeting. It was the consensus of the Commission to schedule the Veranda Bay workshop on November 14th at 5:00 p.m.

Mr. Martin reported he has a speaking engagement Wednesday, October 30th before the Chamber of Commerce. Each government has been asked to discuss the future of the community. He spoke of the Veterans Day’s celebration. He was not sure if they will make it back in time for a 2 o’clock ceremony. There was discussion regarding doing a more collaborate effort with the other government entities.

We are scheduling the Wastewater Treatment Workshop for the December 12, 2024 meeting. Flagler County is looking for approval of a letter to the County Chair in regarding supporting the construction and funding of a new County wide shelter. The FDOT Maintenance agreement and his concern is whether the City’s maintenance department to take care of city and FDOT rights-of-way. He asked the Commission to think about it and get back to him with their thoughts. Mr. Martin spoke of the Property Appraiser splitting lots within the City limits and the property owner coming to the Building Department to find that they have purchased an unbuildable lot.

- c. City Clerk: Ms. Overstreet reported Mr. Kovach came before the PARB and the Commission for a FLUM Amendment and a zoning change for his properties on North 6th. One lot was commercial and one was single family. It was approved by both boards and the City sent the binding lot agreement to the property appraiser. The Property Appraiser notified the City that one of the lots is located in the CRA and the City does not have the authority to change the boundaries of the CRA. She suggested offering a waiver to Mr. Kovach of the code to allow him to build the accessory structure on the 30-foot lot that cannot be bound to the other because of the two-taxing districts. Attorney Smith indicated he would talk to Ms. Overstreet after the meeting.

Deputy Chief Blanchette: Reported on the Witches Bike Ride, Drug Take Back Day, Annual Trunk or Treat all take place on Saturday.

10. Commission Comments

- a. Commission comments, including reports from meetings attended. Commissioner Cooley inquired on the sand fencing was ripped out by FDOT. Mr. Martin is looking into getting it replaced by FDOT and is speaking to the local representative. Commissioner Belhumeur asked about the sand fencing that went into Beverly Beach. Mr. Martin stated we are looking at a credit for fencing that went into Beverly Beach. Commissioner Cooley was disappointed by the lack of advertising for the recent FEMA representative meetings in the Commission Room. He asked whether the City Manager receives information from FEMA/Gregory O’Reilly to post to Facebook. Discussion about the County moving forward with their Beach Management Plan and how we move forward to be notified and the City have a seat at the table. Mr. Martin went to the last meeting of the Beach Management Plan and County Administrator Petito received similar direction.

Commissioner Mealy was not pleased to learn of Palm Coast’s practice regarding lowering their canals before a storm.

Commissioner Sherman asked what happened to the sand that blew over to the road. He was very upset about the sand going into the City’s stormwater system.

Commissioner Belhumeur asked about generators for the Police Department and the Wickline Center.

Mayor King reported Veterans Day will take place in Veterans Park at 3:00 p.m.

Chairman Spradley reported many citizens were very thankful for the response from the City after the storm.

- b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

Paul Mykytka thanked all for their efforts regarding communication pre-storm. He hoped for an improvement in post storm communication. He reported sand is now in the medians and hoped the sand would be removed. Joe Debeth spoke of the maintenance practices for generators.

11. Adjournment: Motion by Commissioner Sherman to adjourn the meeting at 7:44 p.m.

Attest:

Scott Spradley, Chair

Penny Overstreet, City Clerk



STAFF REPORT

Regular City Commission Meeting

November 14, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: November 14, 2024

Item Name: Resolution 2024-67. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2024-51, which adopted the FY 24/25 Budget, to reflect a Budget Amendment to roll the appropriate expenses from FY 2023/24 into the Budget for 2024/25; providing for conflict, providing an effective date hereof.

Background: As of September 30, 2024, several projects and purchases were underway which were originally approved during the 2023/24 fiscal year. The attached schedule details the projects which need to be encumbered into the new fiscal year.

Total by Fund	
General	171,060.17
CRA	175,000.00
Pier	1,365.00
Utility	542,116.22
Impact Fee	94,354.80
Stormwater	3,812.84
Total	987,709.03

Fiscal Impact: The revenue and expense budgets will be increased for each line item detailed in the Encumbrance Schedule for the 2024/25 fiscal year.

Staff Recommendation: Approve Resolution 2024-67, authorizing staff to make the appropriate amendments to the budgets.

Attachments: Resolution 2024-67, Encumbrance Schedule

ENCUMBRANCES

Section 7, Item a.

PO/REQ NUMBER	FUND	DEPARTMENT	G/L NUMBER	VENDOR NAME	DESCRIPTION	EMCUMBRANCE
24-23107	GENERAL	GENERAL GOVERNMENT	001.5192.909302.575	BENTLEY GROUP, INC	COMPREHENSIVE BUILDING SURVEYS	39,413.21
24-23043	CRA	CRA	101.5391.808201	MARTHA JOHNSON	CRA GRANT REIMBURSEMENT	5,000.00
24-22838	UTILITY	UTILITY MAINTENANCE	401.5354.303100.549	MCKIM & CREED, INC.	WASTEWATER COLLECTION SYSTEM INVESTIGATION	9,850.00
23-22182	GENERAL	RECREATION	001.5800.304600	ORMOND TRAILER AND HITCH INC.	TRAILER R&M	1,000.00
24-23104	GENERAL	RECREATION	001.5800.606300	OVERHEAD DOOR CO. OF DAYTONA BEACH	BAY DOORS REPLACEMENT	12,460.00
	UTILITY	UTILITY	401.3300.331108.271		ARPA GRANT LIFT STATION DESIGN 100%	(26,653.90)
23-21300	UTILITY	UTILITY MAINTENANCE	001.5354.606300.271	CPH CONSULTING LLC	ENGINEERING SERVICES UPGRADE (4) LIFT STATIONS	26,653.90
24-23003	GENERAL	PLANNING & ZONING	001.5241.606300.539	R&K CERTIFIED ROOFING OF FLORIDA	MODIFICATION TO WICKLINE BUILDING	11,080.06
	PIER	PIER	103.3300.331101.260		FEDERAL GRANT - FEMA PIER DESIGN 75%	(8,190.00)
	PIER	PIER	103.3300.331102.260		STATE GRANT - FEMA PIER DESIGN 12.5%	(1,365.00)
22-20473	PIER	PIER	103.5725.606300.260	MOFFATT & NICHOL	DESIGN & ENGINEERING SERVICES FOR THE FB PIER	10,920.00
23-21611	GENERAL	ROADS & STREETS	001.5411.304600.081	CHINCHOR ELECTRIC, INC	LIGHT RELACEMENT/NEW WIRING	19,762.20
24-23077	GENERAL	ROADS & STREETS	001.5411.304600.081	CHINCHOR ELECTRIC, INC	LIGHTING REPLACEMENT/REPAIR ON MOODY BLVD. PER FDOT AGREEMENT	47,952.40
24-23088	GENERAL	ROADS & STREETS	001.5411.303400	MICHELIN MOBILITY INTELLIGENCE, INC	PAVING SOFTWARE - SOLE SOURCE	5,000.00
	STORMWATER	STORMWATER	405.3300.331101.230		GRANT REVENUE - HMPG 4486-016-R 90%	(28,795.82)
23-21221	STORMWATER	STORMWATER	405.5391.606300.230	MEAD & HUNT, INC.	FLOOD MITIGATION - ST RD 100 TO S. 7TH STREET	31,995.35
	STORMWATER	STORMWATER	405.3300.331101.243		GRANT REVENUE RESILIENT FLORIDA 100%	(30,628.60)
23-21270	STORMWATER	STORMWATER	405.5391.303100.243	MEAD & HUNT, INC.	# 243 RESILIENT FLORIDA	30,628.60
22-20169	GENERAL	PLANNING & ZONING	001.5241.303100.239	MEAD & HUNT, INC.	COMPASS HOTEL DEVELOPMENT REVIEW & INSPECTION	17,913.64
	UTILITY	UTILITY	401.3300.331109.534		GRANT REVENUE HA009 LS #5 100%	(21,366.01)
	UTILITY	UTILITY	401.3300.331109.532		GRANT REVENUE HA009 PS #4 100%	(23,102.21)
	UTILITY	UTILITY	401.3300.331109.533		GRANT REVENUE HA009 PS #7 100%	(23,737.01)
	UTILITY	UTILITY	401.3300.331109.535		GRANT REVENUE HA009 LS #2 100%	(23,736.99)
	UTILITY	UTILITY	401.3300.331109.536		GRANT REVENUE HA009 MANHOLES 100%	(7,839.12)
23-22014	UTILITY	UTILITY MAINTENANCE	401.5354.606300.534	MEAD & HUNT, INC.	LS # 5	21,366.01
23-22014	UTILITY	UTILITY MAINTENANCE	401.5354.606300.532	MEAD & HUNT, INC.	PS # 4	23,102.21
23-22014	UTILITY	UTILITY MAINTENANCE	401.5354.606300.533	MEAD & HUNT, INC.	PS # 7	23,737.01
23-22014	UTILITY	UTILITY MAINTENANCE	401.5354.606300.535	MEAD & HUNT, INC.	LS #2	23,736.99
23-22014	UTILITY	UTILITY MAINTENANCE	401.5353.606300.536	MEAD & HUNT, INC.	(20) MANHOLES & COVERS	7,839.12
	STORMWATER	STORMWATER	405.3300.331101.230		GRANT REVENUE - HMPG 4486-016-R 90%	(5,519.75)
24-22988	STORMWATER	STORMWATER	405.5391.606300.230	MEAD & HUNT, INC.	SR100- SOUTH 7TH STREET GRANT APPLICATIONS - CONSTRUCTION	6,133.05
24-23044	UTILITY	WATER TREATMENT	401.5331.606300.570	MEAD & HUNT, INC.	SOUTH CENTRAL WATER MAIN REPLACEMENT	19,199.90
24-23074	UTILITY	UTILITY MAINTENANCE	401.5354.606300	PSI TECHNOLOGIES INC	NEW ELECTRICAL CONTROL PANEL FOR WWTP LIFT STATION	10,385.00
	UTILITY	UTILITY	401.3300.331109.537		GRANT REVENUE HA009 EQ BASIN?MASTER LS 100%	(119,870.76)
23-22016	UTILITY	WASTE WATER	401.5351.606300.537	CPH CONSULTING LLC	DESIGN - EQ BASIN/PUMP & MASTER LS IMPROVEMENTS	119,870.76
24-23004	UTILITY	WASTE WATER	401.5351.303100.571	MCKIM & CREED, INC.	CONSENT ORDER CASE NUMBER 23-0409	268,996.20
24-23094	GENERAL	PLANNING & ZONING	001.5241.303100.233	MEAD & HUNT, INC.	PART 2.1 (PLAT PHASE 1C) FIELD INSPECTIONS	16,478.66
	UTILITY	UTILITY	401.3300.331102.238		GRANT REVENUE FDEP 50%	(20,650.00)
24-22715	UTILITY	WASTE WATER	401.5351.606300.238	PROCESS WASTEWATER TECHNOLOGIES,LLC	SCREW PRESS	41,300.00
	UTILITY	UTILITY	401.3300.331108.209		ARPA GRANT WELL 16 100%	(25,968.69)
22-20659	UTILITY	WATER TREATMENT	401.5331.606300.209	MEAD & HUNT, INC.	DESIGN OF WELL 16	25,968.69
	UTILITY	UTILITY	401.3300.331108.209		ARPA GRANT WELL 16 (REMAINING BALANCE FROM ARPA)	(670,406.00)
24-23153	UTILITY	WATER TREATMENT	401.5331.606300.209	MCMAHAN CONSTRUCTION	CONSTRUCTION WELL 16	881,760.00
23-22285	IMPACT FEE	IMPACT FEE	402.5391.606300.278	MEAD & HUNT, INC.	ENCLAVE SEMINOLE PALMS - RAW WATER MAIN	696.75
23-22286	IMPACT FEE	IMPACT FEE	402.5391.606300.280	MEAD & HUNT, INC.	GRAND LANDINGS PHASE 5 - RAW WATER MAIN	7,555.05
	UTILITY	UTILITY	401.3300.331108.209		ARPA GRANT WELL 16 100%	(66,639.00)
24-22965	UTILITY	WATER TREATMENT	401.5331.606300.209	RING POWER CORP.	GENERATOR WELL # 16	66,639.00
24-22927	UTILITY	WATER TREATMENT	401.5331.304600	ROCKWELL AUTOMATION, INC	CONTRACT FOR COMPUTER PROGRAM	1,681.12
	IMPACT FEE	IMPACT FEE	402.5391.606300.280	JTL GRAND LANDINGS	RAW WATER LINE	86,103.00
	CRA	CRA	101.3300.331107		FRDAP GRANT REVENUE 50%	(170,000.00)
	CRA	CRA	101.5391.606300		FRDAP GRANT	340,000.00
						987,709.03

TOTAL BY FUND	
GENERAL	171,060.17
CRA	175,000.00
PIER	1,365.00
UTILITY	542,116.22
IMPACT FEE	94,354.80
STORMWATER	3,812.84
TOTAL	987,709.03

RESOLUTION 2024-67

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2024-51 WHICH ADOPTED THE FY 2024/25 BUDGET, TO REFLECT A BUDGET AMENDMENT TO ROLL THE APPROPRIATED FUND BALANCES FROM FISCAL YEAR 2023/24 INTO THE BUDGET FOR 2024/25; PROVIDING FOR CONFLICT, PROVIDING AN EFFECTIVE DATE HEREOF.

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

SECTION 1. The FY 2024/25 Approved Budget is amended as follows:

FUND	DESCRIPTION	ENCUMBERANCE
GENERAL	COMPREHENSIVE BUILDING SURVEYS	39,413.21
CRA	CRA GRANT REIMBURSEMENT	5,000.00
UTILITY	WASTEWATER COLLECTION SYSTEM INVESTIGATION	9,850.00
GENERAL	TRAILER R&M	1,000.00
GENERAL	BAY DOORS REPLACEMENT	12,460.00
UTILITY	ARPA GRANT LIFT STATION DESIGN 100%	(26,653.90)
UTILITY	ENGINEERING SERVICES UPGRADE (4) LIFT STATIONS	26,653.90
GENERAL	MODIFICATION TO WICKLINE BUILDING	11,080.06
PIER	FEDERAL GRANT - FEMA PIER DESIGN 75%	(8,190.00)
PIER	STATE GRANT - FEMA PIER DESIGN 12.5%	(1,365.00)
PIER	DESIGN & ENGINEERING SERVICES FOR THE FB PIER	10,920.00
GENERAL	LIGHT RELACEMENT/NEW WIRING	19,762.20
GENERAL	LIGHTING REPLACEMENT/REPAIR ON MOODY BLVD. PER FDOT AGREEMENT	47,952.40
GENERAL	PAVING SOFTWARE - SOLE SOURCE	5,000.00
STORMWATER	GRANT REVENUE - HMPG 4486-016-R 90%	(28,795.82)
STORMWATER	FLOOD MITIGATION - ST RD 100 TO S. 7TH STREET	31,995.35
STORMWATER	GRANT REVENUE RESILIENT FLORIDA 100%	(30,628.60)
STORMWATER	# 243 RESILIENT FLORIDA	30,628.60
GENERAL	COMPASS HOTEL DEVELOPMENT REVIEW & INSPECTION	17,913.64
UTILITY	GRANT REVENUE HA009 LS #5 100%	(21,366.01)
UTILITY	GRANT REVENUE HA009 PS #4 100%	(23,102.21)
UTILITY	GRANT REVENUE HA009 PS #7 100%	(23,737.01)
UTILITY	GRANT REVENUE HA009 LS #2 100%	(23,736.99)
UTILITY	GRANT REVENUE HA009 MANHOLES 100%	(7,839.12)
UTILITY	LS # 5	21,366.01
UTILITY	PS # 4	23,102.21
UTILITY	PS # 7	23,737.01
UTILITY	LS #2	23,736.99

UTILITY	(20) MANHOLES & COVERS	7,839.12
STORMWATER	GRANT REVENUE - HMPG 4486-016-R 90%	(5,519.75)
STORMWATER	SR100- SOUTH 7TH STREET GRANT APPLICATIONS - CONSTRUCTION	6,133.05
UTILITY	SOUTH CENTRAL WATER MAIN REPLACEMENT	19,199.90
UTILITY	NEW ELECTRICAL CONTROL PANEL FOR WWTP LIFT STATION	10,385.00
UTILITY	GRANT REVENUE HA009 EQ BASIN/MASTER LS 100%	(119,870.76)
UTILITY	DESIGN - EQ BASIN/PUMP & MASTER LS IMPROVEMENTS	119,870.76
UTILITY	CONSENT ORDER CASE NUMBER 23-0409	268,996.20
GENERAL	PART 2.1 (PLAT PHASE 1C) FIELD INSPECTIONS	16,478.66
UTILITY	GRANT REVENUE FDEP 50%	(20,650.00)
UTILITY	SCREW PRESS	41,300.00
UTILITY	ARPA GRANT WELL 16 100%	(25,968.69)
UTILITY	DESIGN OF WELL 16	25,968.69
UTILITY	ARPA GRANT WELL 16 (REMAINING BALANCE FROM ARPA)	(670,406.00)
UTILITY	CONSTRUCTION WELL 16	881,760.00
IMPACT FEE	ENCLAVE SEMINOLE PALMS - RAW WATER MAIN	696.75
IMPACT FEE	GRAND LANDINGS PHASE 5 - RAW WATER MAIN	7,555.05
UTILITY	ARPA GRANT WELL 16 100%	(66,639.00)
UTILITY	GENERATOR WELL # 16	66,639.00
UTILITY	CONTRACT FOR COMPUTER PROGRAM	1,681.12
IMPACT FEE	RAW WATER LINE	86,103.00
CRA	FRDAP GRANT REVENUE 50%	(170,000.00)
CRA	FRDAP GRANT	340,000.00
		987,709.03

SECTION 2. All Resolutions or parts thereof 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 _____ DAY OF _____, 2024.

ATTEST:

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Penny Overstreet, City Clerk

Patti King, Mayor



STAFF REPORT

Regular City Commission Meeting

November 14, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: November 14, 2024

Item Name: Resolution 2024-68. A Resolution by the City of Flagler Beach, Florida for Water, Sewer, Stormwater, and Sanitation Fee increases to provide revenues that will be sufficient to operate financially self-supporting Utilities; repealing Resolution 2023-21; providing for conflict; providing an effective date hereof.

Background: During the Budget Workshop and Budget Hearings, City Commission approved the increases to the Utilities

- Water and Sewer, base fees 3.5% flow rates 3.5%
- Sanitation Rates, residential and commercial 3.5%
- Stormwater Fees 37.2% increase (\$5.42 per month increase; \$14.58 to \$20.00)

A residential bill within the city limits will increase a total of \$8.76 per month.

Water and Sewer

The 5 Year Capital Plan adopted with the 2024-2025 Budget shows a 5 year total sum of \$69,835,200 for the Utility Fund.

- 2024-2025, 3.5% increase to all Service Fees was based on rate study performed by Raftelis, this increase is 8% higher than the 3.24% increase which was recommended by the Public Service Commission.
- In 2024-2025 an 8.8% increase for growth and in 2025-2026, an 6.9% increase for growth was used to encompass the new development on Roberts Road and upcoming development along the John Anderson corridor. Another 3.5% in 25/26 increase to all Utility Fees both Flows and Base Fees.
- An assumption for the next five years is the ability to use \$6.1 Million from Water and Sewer Impact Fees on projects that qualify, such as new wells and projects that support growth and increased capacity. City Staff will also continue to apply for and obtain grant funding for eligible projects.
- Comparing Flow Fees (Actual Water and Sewer Usage) to Operations, we see a \$1.1 million shortfall. One of the reasons is the high costs of repairs to our aging infrastructure. Repairs are considered part of operations as we complete many of the Capital Improvements to our infrastructure and plants.

Water & Sewer Flow Rates

Ordinance 2008-01 provides for water and sewer rate increases based on the percentage change in the Gross Domestic Product Implicit Price Deflator as adopted by the Florida Public Service Commission. This information can be found at www.psc.state.fl.us . The result of their analysis is a 3.24% increase over 2023-24 figures. Water

and Sewer Flow rates are an established fee to balance the costs of water production. City Staff increased the amount to 3.5%. Operations Cost is budgeted at \$2.85 million; Water/Sewer flow revenues are budgeted at \$2.96 million. City Staff will monitor expenses for operations closely.

Sanitation

Ordinance 2008-03 provides for solid waste collection fees to be adjusted annually based on the percentage change in the Gross Domestic Product Implicit Price Deflator as adopted by the Florida Public Service Commission. The increase of 3.5% to all Residential and Commercial Rates is insufficient to cover the daily operations of the fund. A thorough analysis of the fund will be conducted in fiscal year 24-25. Capital purchases for the 5-year forecast are building improvements, a mechanic truck as well as Sanitation truck.

Stormwater

Monthly Fee will increase to \$20.00

Fiscal Impact: Utility increases are necessary to maintain normal operations, provide for capital improvements, debt service and maintain an adequate reserve balance.

Staff Recommendation: Approve Resolution 2024-68.

Attachments: Resolution 2024-68, Exhibits A & B

RESOLUTION 2024-68

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA FOR WATER & SEWER, STORMWATER AND SANITATION FEE INCREASES TO PROVIDE REVENUES THAT WILL BE SUFFICIENT TO OPERATE FINANCIALLY SELF-SUPPORTING UTILITIES; REPEALING RESOLUTION 2023-21; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, Section 5.03.39 and 5.03.56 of the Land Development Regulations require the rate schedules for Water and Sewer Services be adopted by resolution.

WHEREAS, Chapter 11, Section 11-13 requires the fees for solid waste collection be adopted by resolution of the City Commission.

WHEREAS, Section 5.03.123 (8) of the Land Development Regulations directs the city to analyze the Stormwater Fund for the cost of services and benefits provided, and the system and structure of fees, charges, fines and other revenues of the utility annually to ensure an equitable, adequate and stable utility rate and fee structure and to achieve a stable financial position for the utility.

WHEREAS, Section 5.03.126 of the Land Development Regulations set the initial fee for the Stormwater Rate at \$4.00 in budget year 2004/05.

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

SECTION 1. The Water and Sewer Base Fees should support the Capital Expenditures and Debt Service for the Utility Fund. The Water and Sewer Flows should support the operations of the Water and Wastewater Plants.

SECTION 2. The Stormwater Fees should support the expenses of the utility and provide for future infrastructure.

SECTION 3. The rates to be paid for Water and Sewer Services and Stormwater Fees shall be in accordance with “Exhibit A”, attached hereto and made a part hereof.

SECTION 4. The Sanitation Fees should support the expenses of the utility and provide for capital purchases.

SECTION 5. That the rates to be paid for Sanitation shall be in accordance with “Exhibit B”, attached hereto and made a part hereof.

SECTION 6. All Resolutions or parts thereof in conflict herewith be and the same are hereby repealed.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Rate schedules for water as required by Appendix “A” Land Development Regulations, Section 5.03.00 shall be as follows:

SCHEDULE W1. CONNECTION CHARGES

Meter Size (inches)	Charge Inside City Limits	Charge when Developer-Installed Tap/Connection*	Charge Outside City Limits
5/8× 3/4	\$ 615.00	\$ 399.75	\$ 922.50
3/4	\$ 670.00	\$ 435.50	\$ 1,005.00
1	\$ 765.00	\$ 497.25	\$ 1,147.50
1 1/2	\$ 950.00	Determined at time of connection	Determined at time of connection
2	\$ 1,985.00	Determined at time of connection	Determined at time of connection
3	\$ 4,475.00	Determined at time of connection	Determined at time of connection
4	\$ 7,920.00	Determined at time of connection	Determined at time of connection
6	\$ 12,075.00	Determined at time of connection	Determined at time of connection
8	\$ 18,015.00	Determined at time of connection	Determined at time of connection

* For property in Rio Mar, Pebble Beach, Custers Palm Harbor Subdivision and Palma Vista Subdivision only on N. 12th Street, Water Connection = \$265.00, as per development agreement. For property in Cedar Island Subdivision there are no water connection charges.

SCHEDULE W2. METER DEPOSITS

Meter Size (inches)	Owner's Deposit	Tenant's Deposit
5/8× 3/4	\$60.00	\$250.00
3/4	\$60.00	\$250.00
1	\$150.00	\$320.00
1 1/2	\$300.00	\$750.00
2	\$480.00	\$1,300.00
3	\$900.00	\$2,400.00
4	\$1,500.00	\$3,700.00
6	\$3,000.00	\$6,200.00
8	\$4,800.00	\$8,700.00

SCHEDULE W3. MONTHLY CHARGES FOR WATER--RESIDENTIAL GALLONS USED

Charge	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate (3.5% Increase)	Current Rate	Proposed Rate (3.5% Increase)
Water Base	39.67	41.06	59.51	61.59
*Gallons 0-2000	5.97	6.18	8.96	9.27
*2001-8001	9.36	9.69	14.05	14.54
*8001-up	11.28	11.67	16.91	17.50

***Note:** Rates are per 1,000 gallons with first rate increase at 2,001 gallons, second rate increase at 8,001 gallons.

In circumstances whereby one water meter serves both residential and commercial activities, that meter shall be charged at the **Commercial** rate detailed below.

SCHEDULE W4. MONTHLY CHARGES FOR WATER--COMMERCIAL WITH VALID LOCAL BUSINESS TAX RECEIPT

Charge with LBTR	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate (3.50% Increase)	Current Rate	Proposed Rate (3.50% Increase)
Water Base	39.67	41.06	59.51	61.59
<i>Plus</i> Flow Charge per 1000 Gallons	11.96	12.38	17.93	18.56

SCHEDULE W5. MONTHLY CHARGES FOR IRRIGATION METERS

Charge	Charges Inside City Limits	
	Current Rate	Proposed Rate (3.5% Increase)
Water Base	39.67	41.06
*Gallons 0-2000	5.97	6.18
*2001-8001	9.36	9.69
*8001-up	11.28	11.67

***Note:** Rates are per 1,000 gallons with first rate increase at 2,001 gallons, second rate increase at 8,001 gallons

** Commercial businesses that provide tenant accommodations (apartment complexes, hotels, motels, etc.) will have a different water base rate, and will be determined after final review of total unit count.

SCHEDULE W6. MONTHLY PRIVATE FIRE PROTECTION (FIRE SPRINKLER SYSTEM) CHARGE PER CONNECTION TO CITY SYSTEM

Fire Line Size (inches)	Rate
4..	\$135.00
6..	\$195.00
8.	\$295.00
10....	\$350.00

SCHEDULE W7. CHARGES AND FEES

Account maintenance fee....	\$25.00
Service turn-on (business hours)	\$25.00
Service turnoff (business hours)	\$25.00
Service turn-on before 7 a.m. or after 4 p.m. M-F or on Sat. or Sun.	\$45.00
Remove meter....	\$50.00
Reconnect charge....	\$100.00
Meter exchange (customer request) ¾"	\$50 + Cost of meter
Meter exchange (customer request) 1"	\$50 + Cost of meter
Meter exchange (customer request) Larger than 1"	\$50 + Cost of meter
Return check fee....	In accordance with FSS
Clearing around water meters	\$50.00
Meter Re-Read Service Charge	\$35.00

SCHEDULE W8. INTEREST

Penalties	10%
Compounded monthly	1.5% per month

SCHEDULE W9. DELINQUENT BILLS AND PENALTIES

These fees are a part of a consolidated statement for utility customers, which is generally paid by a single payment. If a partial payment is received, the payment shall be applied pro rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. Section 5.03.35 of the Land Development Regulations shall apply to all charges on this rate schedule.

Rate schedules for sewer as required by Appendix “A” Land Development Regulations, Section 5.03.56 shall be as follows:

SCHEDULE S1. CONNECTION CHARGES

System Type	Charge Inside City Limits	Charge when Developer-Installed Tap/Connection*	Charge Outside City Limits
Gravity	\$1,200.00	\$1,200.00	\$1,600.00
Low Pressure	\$1,200.00	\$1,200.00	\$1,600.00
Low Pressure Lambert Avenue	\$1,200.00	N/A	\$1,750.00

* For property in Cedar Island and Palma Vista Subdivision only on N. 12th Street, there is no sewer connection fee.

SCHEDULE S2. MONTHLY CHARGES FOR SEWER--RESIDENTIAL

System Type	Charges Inside City Limits		Charges Outside the City Limits	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate (3.50% Increase)
<u>Single Meter</u>				
Sewer Base	25.67	26.57	38.51	39.86
<i>Plus</i> Flow Charge per 1000 Gallons	7.95	8.23	11.91	12.33
<u>Multiple Users on Single Meter</u>				
Sewer Base	25.54	26.43	38.32	39.66
<i>Plus</i> Flow Charge per 1000 Gallons	7.95	8.23	11.91	12.33
<u>Low Pressure</u>				
Sewer Base	43.05	44.56	64.59	66.85
<i>Plus</i> Flow Charge per 1000 Gallons	11.91	12.33	17.87	18.50

In circumstances whereby one meter serves residential activities, that meter shall be charged the residential rate, regardless of meter size.

In circumstances whereby one water meter serves both residential and commercial activities, that meter shall be charged at the **Commercial** rate detailed below.

*Utility Agreements for Cedar Island and Stonebridge Subdivisions require maintenance by home owners. Charges will be single meter rate.

SCHEDULE S3. MONTHLY CHARGES FOR SEWER—COMMERCIAL

The minimum monthly charge detailed immediately above applies to each water meter connection.

Meter Size (Inches)	Current Rate	Proposed Rate
5/8" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	62.62 7.95	64.81 8.23
3/4" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	62.62 7.95	64.81 8.23
1" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	90.60 7.95	93.77 8.23
1 1/2" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	177.93 7.95	184.16 8.23
2" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	321.19 7.95	332.43 8.23
3" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	894.33 7.95	925.63 8.23
4" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	1,181.00 7.95	1,222.34 8.23
6" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	1,280.74 7.95	1,325.57 8.23
8" Sewer Base <i>Plus</i> Flow Charge per 1000 Gallons	1,423.99 7.95	1,473.83 8.23

** Commercial businesses that provide tenant accommodations (apartment complexes, hotels, motels, etc.) will have a different sewer base rate, and will be determined after final review of total unit count.

SCHEDULE S4. INTEREST

Compounded monthly....	1.5% per month
------------------------	----------------

SCHEDULE S5. DELINQUENT BILLS AND PENALTIES

These fees are a part of a consolidated statement for utility customers, which is generally paid by a single payment. If a partial payment is received, the payment shall be applied pro rata to each account billed on the consolidated statement in the proportion that an individual account bears to the total consolidated statement of all current charges for all accounts. Sections 5.03.35 and 5.03.64 of the Land Development Regulations shall apply to all charges on this rate schedule.

STORMWATER FEE SCHEDULE	
Fees are based on ERU (Equivalent Residential Unit) of 2,049 square feet	
Current Rate per ERU:	\$14.58
Proposed Rate per ERU:	\$20.00

Fee Schedule - Solid Waste Collection

Residential Service

Per single family residential unit: \$24.61

Residential Recycle Fee: \$2.41

Commerical Service

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

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

Special Pickup Service - Appliances & Furniture (New)

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

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

The fees will be as follows:

Appliance (stove, fridge, oven, etc.): \$50.00

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

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

Special Pickup Service - Garbage & Recycling

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

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

Recycled Glass

By The Bag: Clean Glass

25 Pound Bag (Plus Tax) \$30.00

25 Pound Bag of Sand - with Glass Purchase No Charge

In Bulk by the Bag: - Clean Glass

1 - 5 Bags (Plus Tax) \$30.00

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

Bulk by Cubic Yard: Dirty Glass

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

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

Glass sand is provided with any purchase free of charge

Applying to all Service

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



STAFF REPORT

Regular City Commission Meeting

October 10, 2024

To: Mayor and City Commissioners

From: Dale L. Martin, City Manager

Date: November 14, 2024

Item Name: Legislative Priority Recommendations for the 2025 Legislative Session and North East Florida Regional Council.

Background: Annually the City submits its Legislative Priority list to Flagler County in advance of the 2025 Legislative Session. Additionally, regional priorities are submitted to the North East Florida Regional Planning Council.

The County is again asking the municipalities to prepare a unified legislative program for presentation to the Flagler County Legislative Delegation. This agenda item includes last year’s submissions items.

Policy and funding requests are being considered. Please provide staff direction on submissions for the 2025 Legislative Session.

At the October 24, 2024 meeting, the Commissioners were asked to provide recommendations to the City Manager for inclusion in a document to be presented for consideration at the November meeting for approval or amendments before it is presented to the County. This request also included recommendations for projects of regional impact for submission to the North East Florida Regional Council.

Fiscal Impact: None (at this time)

Staff Recommendation:

Attachments: 2024 State Legislative Program



City of Flagler Beach

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

August 25, 2023

Ms. Heidi Petito
County Administrator, Flagler County
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110

Ms. Petito:

On behalf of the City of Flagler Beach City Commission, please consider the following projects as the City's Legislative Priorities:

1. *Lambert Avenue Water Main Extension.* The City of Flagler Beach maintains and operates a municipal water system. This system, which includes extraction, treatment, and distribution, supports the City's residents and businesses. A critical shortcoming of the system, though, is the lack of redundancy: only one sixteen-inch transmission main crosses (below) the Atlantic Ocean Intracoastal Waterway (AICW). Due to that sole crossing, the transmission network is not effectively "looped," especially at the north end of the City's service area east of the AICW. This systemic shortcoming puts water system users at increased risk if the sole crossing were damaged or severed or if water at the north end of the system is not adequately circulated.

The estimated cost to design an extended water main north on Lambert Avenue and then cross the AICW as a redundant service and additionally "loop" the system is approximately \$300,000. The estimated cost of construction for the extended water main is approximately \$3,000,000. The City of Flagler Beach requests an appropriation of \$1,650,000, which the City would similarly match, to design and construct the Lambert Avenue Water Main Extension.

2. *Flood Mitigation Measures for City Facilities.* Several City facilities are vulnerable to storm surge and flooding, especially those located in the vicinity of the AICW. These facilities include the Police and Fire stations; a 1,000,000-gallon water storage tank; two City Maintenance facilities, and the Library. Although a berm is currently being designed to protect this general area, additional equipment can be utilized to enhance protection in specific areas.

The estimated cost for sufficient protective measures (HydroDefense Flood Planks) is approximately \$150,000. The City requests an appropriation of \$150,000 for the purchase of an estimated twenty flood planks.

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

The Flagler Beach City Commission respectfully submits these two projects for consideration as part of the Flagler County comprehensive 2024/2025 Legislative Priorities. These projects will enhance the health, safety, and welfare of Flagler Beach residents during all phases of an emergency: preparedness, response, recovery, and mitigation.

Given the need for these projects, the City will also pursue alternative funding through federal, state, and regional agencies.

If you desire additional supporting documentation, please contact me.

Sincerely,

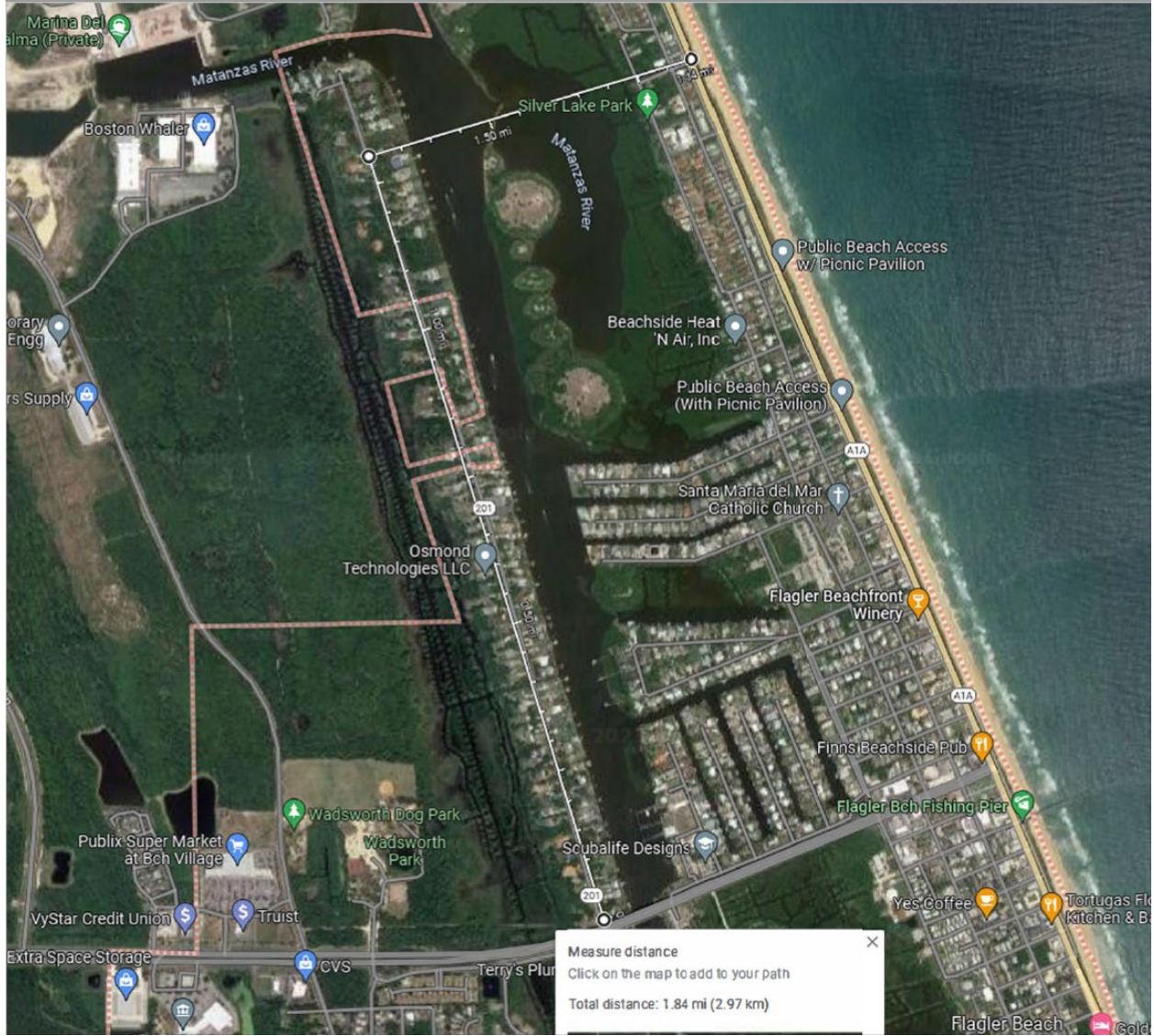


Dale L. Martin
City Manager

Cc: Flagler Beach City Commission
E. Fernandez, Anfield Consulting

Encl: Map, Lambert Avenue Water Main Extension and AICW Crossing
Cost Estimate, Water System Improvements
Cut Sheet, PS Flood Barriers HydroDefense Flood Plank

**Proposed Lambert Avenue Water Main Extension and
Atlantic Ocean Intracoastal Waterway Crossing**
(depicted in white)



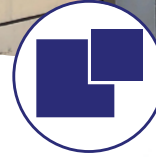
**Flagler Beach Additional Storage at WTP and Redundant WM River Crossing
Order of Magnitude Project Cost Estimate
Revised 8/8/23**

Description: Project involves addition of a 1MG ground storage tank (GST) on existing water treatment plant (WTP) site. Project also involves construction of 16" water main (WM) along Lambert Avenue from SR100, then cross the Matanzas River at N 17th Street and along N. 17th Street to SRA1A

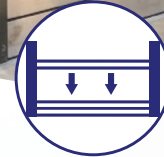
Item	Description	Est. Qty	Unit	Est. Unit Price	Est. Extended Cost
1	Mobilization	1	LS	\$ 75,000	\$ 75,000
2	MOT/Soil & Erosion Control/Etc.	1	LS	\$ 60,000	\$ 60,000
3	GST Site Prep	1	LS	\$ 90,000	\$ 90,000
4	GST Site Piping	1	LS	\$ 120,000	\$ 120,000
5	1MG GST	1	LS	\$ 1,600,000	\$ 1,600,000
6	GST Painting	1	LS	\$ 55,000	\$ 55,000
7	GST Chlorination/Activation	1	LS	\$ 25,000	\$ 25,000
8	16" WM Tie-ins	2	EA	\$ 25,000	\$ 50,000
9	16" HDPE via HDD (Upland)	6800	LF	\$ 175	\$ 1,190,000
10	16" HDPE via HDD (Subaqueous)	2400	LF	\$ 300	\$ 720,000
11	16" PVC via Open Cut	500	LF	\$ 65	\$ 32,500
12	16" Valves	10	EA	\$ 7,900	\$ 79,000
13	Fittings	1	LS	\$ 85,000	\$ 85,000
14	Restoration	1	LS	\$ 75,000	\$ 75,000
15	General Conditions	1	LS	\$ 100,000	\$ 100,000
Subtotal					\$ 4,356,500
20% Contingency					\$ 871,300
15% Design/ Permitting/CEI					\$ 653,475
Total					\$ 5,881,275

Notes:

1. Mead & Hunt does not guarantee estimate; actual costs may vary.
2. HDD costs provided by regional specialty contractor.



100%
Customizable



Stackable Planks



Quick Deployment

HYDRODEFENSE® FLOOD PLANK XL (FP-535)

FOR FLOOD PROTECTION ON LARGE OPENINGS, THE BEST DEFENSE IS HYDRODEFENSE®

The HydroDefense® Flood Plank XL (FP-535) from PS Flood Barriers™ is the most dependable way to protect large openings like driveways, loading docks, storefronts, retaining walls and full building perimeters from the advance of flood water. Specifically engineered to protect extra-large openings, the HydroDefense system is custom built using our proprietary flood planks, also known as stop logs, to address your distinct flood vulnerabilities. The HydroDefense Flood Plank XL is stored away from your opening, providing the perfect solution when you need protection in place only at the time of flooding.

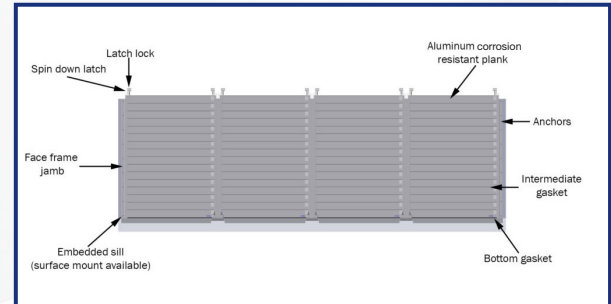
EASY DEPLOYMENT

- No sealant required on planks during deployment – watertight protection that deploys quickly without mess or dry time
- Identical flood planks of symmetrical shape allow for quick assembly because planks fit either way
- Easy-grip construction makes part handling simpler and safer
- Fewer pieces to track mean less stress during assembly
- Easy-to-replace seal can be changed in the field in minutes



KEEPS WATER OUTSIDE WHERE IT BELONGS

- Rugged extruded-aluminum planks and durable gaskets are tested to withstand the rigors and unpredictable nature of flooding
- Components are engineered to integrate together to form a structural watertight wall
- Rugged T-Lock seal is mechanically locked in place



CUSTOMIZABLE, ADJUSTABLE AND SAFE – HYDRODEFENSE MAKES MORE SENSE

- 100% customizable to meet virtually any building or large area opening requirements
- Unique spin-down latches enable walls to be set up with varying heights (instead of all or nothing)
- Lockable spin-down latches allow the deployed barrier to lock in place
- Affordable replacement seals make it easier to keep a well-maintained flood solution

Ask About Our Other Flood Barriers For Large Openings:



Self-closing
Flood Barrier



Vertical Lift
Flood Barrier



Sliding
Flood Barrier

701.746.4519 | 877.446.1519 | www.psfloodbarriers.com | 4psinfo@psindustries.com

STANDARD TECHNICAL DATA

MATERIAL:

- **Flood Planks and Frame:** 6000 series aluminum alloy
- **Seal:** UV Resistant EPDM (High-grade material)
- **Installation:** To be installed to structural walls, typically concrete or masonry
- **Floor Surface:** Seals to existing floor surface or optional embedded steel sill
- **Mullions:** Removable mullions create a sectional barrier of any length

HARDWARE:

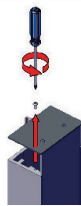
- Spin-down compression latches with security locking

PERFORMANCE RATING:

- Tested to the American National Standard for Flood Abatement Equipment, ANSI/FM 2510 2014, section 4.3.3, for water protection up to 12 feet

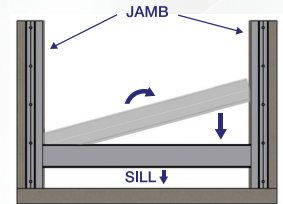
DEPLOYMENT INSTRUCTIONS:

Step 1. Remove cover assembly from jambs and spray jamb seals with a water-soap mixture.



Step 2. Install the plank that is labeled “Bottom Plank” first. This plank is unique and the gaskets have been factory sealed to ensure a watertight junction with the sill.

- Place one corner of the bottom plank into the jamb.
- Angle the opposite end of the plank upward until it clears the opposite jamb.
- Slide the plank into the jamb, taking care to not tear the jamb gasket.
- Level plank and slide down.
- Center the plank between the jambs and ensure that the plank fully overlaps both jamb gaskets.



Step 3. Install the intermediate planks in the same manner as the bottom plank, ensuring that each plank is fully seated onto the plank below. If this is not achieved, lift and re-seat the plank on the plank below before continuing.

Step 4. Install latching, making certain to tighten both latch sides evenly to compress planks uniformly. Tighten latch bolts to a torque of 100 in.-lb. To ensure that the gaskets are compressed uniformly, measure from the floor to the top plank on both ends. These dimensions are required to be within 1/4" of each other. Use of supplied latch-lock is optional but recommended in locations where tampering of the HydroDefense™ Flood Plank Wall System is prevalent.



2024 STATE LEGISLATIVE PROGRAM

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



This document represents Flagler County's legislative program for the 2024 Session. While these priorities are intended to guide the County's advocacy efforts in Tallahassee, the list is not exhaustive, and issues may arise or evolve that will require Board attention.

Flagler County is truly appreciative of the great working relationship we enjoy with our state legislative delegation and are thankful for their continued attention to the needs and interests of our residents and businesses. This year, Flagler County will continue intentionally improving our public health and safety, behavioral health, infrastructure, and community resiliency. We have collaborated with our municipal partners to provide a unified agenda to represent the needs of all Flagler County citizens and we welcome your partnership in our vision for 2024.

As such, we offer this legislative agenda for your consideration, with the full knowledge that the 2024 session will have many fiscal challenges in setting priorities while fulfilling State obligations.

Flagler County Board of County Commissioners



Table of Contents

Flagler County Representatives.....	4
Guiding Principles and State Delegation.....	5
Municipal Partners.....	7
Report and Discussion.....	8
Appropriations and State Funding Requests.....	9
PUBLIC HEALTH & SAFETY.....	10
<i>Public Health and Social Service Project (Flagler County)</i>	
<i>Multipurpose Emergency Preparedness Project (Flagler County)</i>	
HISTORIC PRESERVATION, CULTURE & RECREATION.....	12
<i>Preserve Historic Fire Station 22 (City of Palm Coast)</i>	
<i>Restoration of the Historic Bunnell City Hall also known as the Bunnell Coquina City Hall (City of Bunnell)</i>	
INFRASTRUCTURE.....	15
<i>CR 304 Resurfacing and Multiple Bridge Replacement Project (Flagler County)</i>	
<i>General Aviation Terminal Project (Flagler County)</i>	
<i>Continue to Support Transportation Access to the West (City of Palm Coast)</i>	
<i>Request FDOT Fund Old Kings Road Construction Phase 3 (City of Palm Coast)</i>	
<i>Request FDOT Fund I-95 Parallel Facility Widening of Old Kings Road (City of Palm Coast)</i>	
<i>Palm Coast Maintenance Operations Center Construction (City of Palm Coast)</i>	
<i>Parking Within the Town (Town of Beverly Beach)</i>	
<i>Study the Feasibility of Acquiring Private Land Within the Town Boundaries (Town of Marineland)</i>	
COMMUNITY RESILIENCY.....	23
<i>Septic to Sewer Conversion and Water Treatment Expansion for Commercial Opportunities (Flagler County)</i>	
<i>Beach Restoration/Coast Stabilization Project (Flagler County)</i>	
<i>Stormwater Infrastructure Improvements and Resiliency Project (Flagler County)</i>	
<i>Blare Drive & Colbert Lane Flood Mitigation and Flood Map Study and Revision (City of Palm Coast)</i>	
<i>Indian Trails Reclaimed Watermain Extension and Sports Complex Irrigation Conversion (City of Palm Coast)</i>	
<i>Citation Boulevard Reclaimed Watermain Extension (City of Palm Coast)</i>	
<i>Land Acquisition for Rapid Infiltration Basins (City of Palm Coast)</i>	
<i>Wastewater Treatment Facility No. 1 Capacity Expansion (City of Palm Coast)</i>	
<i>Construct Regional Rapid Infiltration Basin (RIB) Site (City of Palm Coast)</i>	
<i>Lambert Avenue Water Main Extension (City of Flagler Beach)</i>	
<i>Flood Mitigation Measures for City Facilities (City of Flagler Beach)</i>	
<i>Wastewater Treatment Plant and Collection System Projects (City of Bunnell)</i>	
<i>Water Treatment Plant and Distribution System Projects (City of Bunnell)</i>	
<i>Resiliency and Vulnerability Study (City of Flagler Beach and Town of Beverly Beach)</i>	
<i>Fragmented Stormwater System (Town of Beverly Beach)</i>	
<i>Complete Design and Construction of Water and Sewer Connection from Flagler County (Town of Marineland)</i>	
CONSERVATION AND OPEN SPACE.....	38
<i>Regional Conservation & Eco-Tourism Educational Center Project (Flagler County)</i>	
<i>Acquisition of Conservation Lands (Flagler County)</i>	
<i>Protect Palm Coast Parkway's Unique Hard Wood Tree Canopy (City of Palm Coast)</i>	
<i>Acquire Bulow Creek Relic Dune and Burial Mound (City of Palm Coast)</i>	
Policy Priorities	42



Left to right: Commissioner **Andy Dance**, District 1; Commissioner **Gregory Hansen**, District 2; Commissioner **David Sullivan**, District 3; Commissioner **Leann Pennington**, District 4; and Commissioner **Donald O'Brien Jr.**, District 5

VISION

To make Flagler County a vibrant and prosperous community with a focus on exceptional quality of life.

MISSION

The mission of Flagler County is to provide high-quality services through a responsive workforce committed to excellence, integrity, in collaboration with the cities and to act as a fiscally responsible steward.

County Administration

Heidi Petito, County Administrator
Jorge Salinas, Deputy County Administrator
Holly Albanese, Chief of Special Projects/ Library Director

Memberships in Legislative Alliances



PRIORITIES

SUPPORT funding requests for critical recovery actions as a result of Hurricane Ian and Hurricane Nicole impacts.

SUPPORT funding in areas of high priority to include Effective Government, Economic Vitality, Growth and Infrastructure and Public Health & Safety.

FOSTER AND SUPPORT those elements of the community that contribute to an enhanced "Way of Life" that is unique to Flagler County. This includes outdoor recreation and other leisure activities, educational attainment, land, water and wildlife conservation, beach renourishment, and protection of the coastal wetlands and our farming industry.

SUPPORT economic vitality including the use of creative policies and marketing efforts to ensure Flagler County remains a world-class community for residents, visitors and businesses. These approaches will maintain the viability of employment corridors, encourage smart growth and diversify the tax base.

OPPOSE unexpected financial directives issued by legislators that can have a negative impact on local governments. Unfunded mandates often take money away from programs intended to support or improve the quality of life of our citizens.

SUPPORT effective government through transparency and collaboration. Good governance requires that decisions are made and implemented using legitimate (legal), transparent, participatory, responsive and equitable processes to achieve effective policies that will protect Flagler County.

OBJECTIVES

Focus on issues that will have the highest impact and foster collaborative relationships with local municipalities and private partners in promoting legislative support.

Work in collaboration with Florida Association of Counties (FAC), Florida City and County Management Association (FCMMA), Northeast Florida Regional Council (NEFRC), Small County Coalition (SCC) and the Florida Shore and Beach Preservation Association (FSBPA).

Flagler County's State Delegation



Senator
Travis Hutson
District 7



Speaker
Paul Renner
District 19

The ability to maintain home rule and to avoid unfunded mandates are central to Flagler County's federal and state legislative priorities and advocacy needs, as outlined below. These ideals are championed by Flagler County, its municipalities, the Florida Association of Counties (FAC) and the Florida City and County Management Association (FCCMA). Each year Flagler County works alongside FAC and the FCCMA during the State Legislative Session to help support all legislative policy statements.

HOME RULE

Home rule power is conferred to Florida counties and cities by Article VIII, Section 1(f) and 1(g) of the Florida Constitution (1968), and by section 125.01, Florida Statutes. The Flagler County Board of County Commissioners (BOCC) and its municipalities are dedicated to the preservation of this Florida constitutional principle whereby a local government can exercise powers to protect the health, safety and welfare of its citizens. Flagler County and our municipalities **SUPPORT** maintaining the integrity of home rule power, both administrative and fiscal, which allows counties/cities to develop and implement community-based solutions to local problems and **OPPOSE** any effort to preempt locally elected officials from making fiscal and public policy decisions on behalf of the citizens they represent. Basically, home rule means let the people closest to the issues decide the best solutions.



UNFUNDED MANDATES

While some mandates are justified because they achieve agreed upon policy goals, many are imposed without the consensus of local governments or without providing the resources needed for implementation. Mandates drain the financial lifeblood from local governments and impede their ability to adequately deliver fundamental services required by law.

The County and our municipalities **SUPPORT** the establishment of a deliberative process whereby elected officials evaluate the appropriate funding and the best options for the delivery of services by local, state or the federal government.



CITY OF PALM COAST

Mayor David Alfin
Denise Bevan, City Manager



CITY OF FLAGLER BEACH

Mayor Suzie Johnston
Dale Martin, City Manager



CITY OF BUNNELL

Mayor Catherine Robinson
Dr. Alvin B. Jackson, Jr., City Manager



TOWN OF BEVERLY BEACH

Mayor Stephen Emmett
Jim Ardell, Town Clerk



TOWN OF MARINELAND

Mayor Angela TenBroeck
Suzanne Dixon, Town Manager



LEGISLATIVE AGENDA DEVELOPMENT

Each year, the BOCC and staff evaluate the trends and issues affecting all County programs and services to identify potential policy or substantive legislative issues. This year we have collaborated with our local municipalities to ensure we provide a unified agenda that will support all residents and transcend all boundaries. Included herein are the substantive priorities and general issues to be pursued and supported during the 2024 State Legislative session.

LOBBYING CONTRACTS

All local governments utilize contract lobbying services at the State level to further our unified legislative goals and to secure vital appropriations. Flagler County currently contracts with *The Fiorentino Group*. The City of Palm Coast has a contract with *The Southern Group* and the City of Flagler Beach has a contract with *Anfield Consulting Group*. These firms provide a daily presence in Tallahassee and advocate for county and city legislative priorities. County and City staff coordinates regularly with the State lobbying team by phone and e-mail to strategize on key State policy, regulatory, and budget issues. In addition to calls during session, and issue tracking, lobbyists also submit monthly reports.

THE SOUTHERN GROUP

123 S Adams St.
Tallahassee, FL 32301
(850) 671-4401

THE FIORENTINO GROUP

1301 Riverplace Blvd.
Suite 1300
Jacksonville, FL 32207
(904) 358-2757

ANFIELD CONSULTING GROUP

201 W Park Ave.
Suite 100
Tallahassee, FL 32301
(866) 960-5939

KEY SESSION DATES

- | | |
|---------------------------|--|
| AUGUST 4, 2023: | Deadline for filing claim bills |
| JANUARY 9, 2024: | Regular Session convenes |
| FEBRUARY 24, 2024: | Motion to reconsider made and considered the same day.
All bills are immediately certified. |
| FEBRUARY 27, 2024: | 50th day – last day for regularly scheduled committee meetings |
| MARCH 8, 2024: | 60th day – last day of Regular Session |

Appropriations and Funding Requests

Section 7, Item c.





PUBLIC HEALTH & SAFETY



Public Health and Social Service Project

Background: The Department of Health-Flagler has outgrown its space. This has become evident over the last 10 years as new services have been initiated and existing services have expanded. New programs include comprehensive services for HIV patients, a Diabetes education and prevention program and expansion of Sexually Transmitted Disease services, WIC (Woman’s, Infant and Children) program, School Health and Pediatric Dental services, including a dental sealant program within the school district. As a result, we now have become space constrained with some programs and Health Department functions to relocate down the street to offices owned by the County and other space was leased at the County Airport to accommodate School Health, Disease Investigation and the Diabetes program. At our primary location, no spaces exist for a conference room, or storage of supplies. Office space and parking is lacking. Flagler is operating with the lowest square feet of space per employee at 244 as compared to an average of 469 square feet per Full Time Equivalent (FTE) over the past few years we have had to install several storage units along the exterior perimeter of the facility to accommodate needed additional storage needs. Additionally, we purchased three condo units to house Environmental Health and Vital Statistics.

We now have an opportunity to co-locate and create a public-private partnership with Flagler Cares and the Flagler County Village to promote the ‘No-Wrong Door’ approach to care. We embrace the advantage of being in the same building as Flagler Cares and several health and social service agencies and non-profits. Currently, organizations that comprise the Flagler County Village include Easter seals of Northeast Central Florida, Early Learning Coalition, Healthy Start, The House Next Door, Epic Behavioral Health Care, Outreach Community Care Network, Flagler Open Arms Recovery Services and more. The Health Department is closely aligned with Flagler Cares and each of the entities identified above. We refer patients to each other on a continual basis. The reality of a Flagler County Social Services building, centrally located in Palm Coast would serve as a hub for organizations with a shared commitment to creating access for vulnerable residents can co-exist for ease of referrals and accessing health, social care, behavioral health, financial and housing supports. In essence, a one stop shop solution to available care.

Requested Action: Provide funding assistance to construct a true “one-stop shop” solution for health and social service care in Flagler County.

Effect: The ability to provide wrap around and expanded services for the residents of Flagler County with a public private partnership approach.

PUBLIC HEALTH & SAFETY

Multipurpose Emergency Preparedness Project

Background: Currently Flagler County has a deficit of special needs shelter spaces, as determined by the most recent Florida Statewide Emergency Shelter Plan. This deficit is determined by the number of approved and usable special needs shelter spaces compared to the expected demand for space.



Flagler County continues to grow, with a significant portion of that growth coming from senior citizens, as it has been for decades. Flagler County's senior citizen centric growth creates a unique hurricane evacuation issue for us, as senior citizen households are more likely to need special medical needs sheltering than other segments of the population.

Coupled with our Special Medical Needs Shelter deficit, Flagler County also has a significant lack of non-school facilities that can serve as shelters for any type of emergency or disaster. Currently the only non-school shelter facilities are community centers, which are generally very small. They have limited capabilities and due to age are not built to today's building codes.

The Flagler County Fairgrounds Property, which is State owned, is a prime location with the potential to serve as a countywide disaster resources site. This location would not only benefit our entire county, but it could also support of our neighboring counties. However, for this potential to materialize, ground and facility improvements will be necessary. The site offers the perfect opportunity to:

- 1) Construct a multi-purpose facility that can serve as our primary special medical needs shelter for hurricanes, and a consolidated shelter for both post-hurricane and non-hurricane evacuations.
- 2) Improve onsite drainage and provide a hardened/elevated (flood resistant) parking surface and ingress/ egress route to/from the entrance roadway.
- 3) The roadway and parking lot should also be designed in a manner that would allow the site to appropriately handle traffic flow as a disaster point of distribution (vaccines, food, water, tarps, etc.)

When not in use as a shelter this facility would be a great replacement for Cattleman's Hall, which is a rustic metal building that lacks insulation, drywall, drop ceilings and restrooms, and its adjacent structures, would allow for year-round events that would be both culturally and economically beneficial to our community.

Requested Action: Provide funding to improve the fields and create a special needs shelter for future emergency preparedness needs.



Effect: This project will create a dedicated special needs shelter and allow us to reduce that deficit as defined by the State. This site will also act as a disaster resources site for the county and can be used to support our neighboring counties as well.

HISTORIC PRESERVATION, CULTURE & RECREATION



Preserve Historic Fire Station 22



Background: Preserving Historic Fire Station 22 in Palm Coast is essential to maintaining the city's unique identity and honoring its rich history. This historic landmark serves as a tangible link to the past, offering residents and visitors a glimpse into the early days of the community's development. By preserving this iconic structure, Palm Coast can ensure that future generations continue to appreciate the historical context and evolution of firefighting services, fostering a sense of pride and connection to the local heritage. Moreover, repurposing the building for community use, such as a museum or cultural center, would provide a valuable space for educational programs and events, promoting a deeper understanding of the area's history. In embracing its past, Palm Coast can create a legacy that enhances both its sense of place and its sense of community. This request is for state funding to accomplish required building code updates to repurpose the building for an assembly use.

Requested Action: Support funding to preserve historic Station 22 for future generations to enjoy as a cultural center.

Effect: This funding will ensure future generations continue to appreciate the historical context and evolution of firefighting services.

HISTORIC PRESERVATION, CULTURE & RECREATION



Construction of a YMCA

Background: The establishment of a YMCA in Palm Coast would usher in a plethora of advantages for the community. Firstly, a YMCA serves as a central hub for health and wellness activities, offering a diverse array of fitness programs, sports facilities, and recreational opportunities catering to individuals of all age groups. This not only promotes mental and physical well-being but also nurtures a sense of community involvement and social interaction.

Furthermore, YMCA facilities often serve as venues for educational programs, workshops, and classes, contributing significantly to personal development and lifelong learning opportunities for residents. Additionally, a YMCA can effectively address the community's need for secure and supervised after-school programs, providing children with a productive and enriching environment while their parents are at work.

Moreover, the YMCA's strong emphasis on inclusivity ensures that individuals from all backgrounds and socioeconomic statuses can readily access its services, thus promoting social cohesion and fostering equality within the community. Ultimately, the presence of a YMCA in Palm Coast would serve as an asset, enhancing the overall quality of life and contributing to the city's vibrant and health-conscious cultural landscape.

In FY23, the Volusia Flagler YMCA secured \$1,000,000 for the design of a new facility in Palm Coast, with the city having identified available public lands for the project.

Requested Action: Support funding for construction of a YMCA providing health and wellness opportunities to seniors and families.

Effect: This funding will enhance the overall quality of life by contributing to the health and wellness of our residents.



HISTORIC PRESERVATION, CULTURE & RECREATION



Restoration of the Historic Bunnell City Hall also known as the Bunnell Coquina City Hall



Background: Bunnell City Hall is in the heart of the oldest city in Flagler County. The Bunnell City Hall is a unique one-story public building constructed of locally quarried coquina stone. The building was constructed during the Depression Era of the 1930's under the auspices of the Works Progress Administration (WPA), a New Deal agency organized to alleviate unemployment. The building was placed on the National Registry of Historic Places in 2019. Some of the uses of this site are elections, board and other organizational meetings, cultural events, community outreach, summer programs for children and a place for private family events. In 2021, the City had to close the building for use due to deteriorating conditions of the building and safety concerns for occupants as validated by a building inspector. In 2022, remediation of the building was completed at costs exceeding \$100,000.00.

The City has received two awards to assist with the restoration of the facility; however, current construction costs have limited the impact of the awards and the issues that could be addressed using the funding provided. The amount of structural needs in the building and other aspects of the building requiring work plus the requirements of historical preservation, require additional funding to restore the facility to a safe and full use.

Requested Action: Provide local levels of funding in the amount of \$1,000,000.00 to reconstruct the National Registered Historic Bunnell City Hall also known as the Bunnell Coquina City Hall.

Effect: This funding will assist the City offset a large capital outlay so that a facility vital to the community for its central location and ease of access for citizens can safely be reopened to allow for the cultural, educational and enrichment of the citizens of Flagler County and adjacent counties as well.

INFRASTRUCTURE

CR 304 Resurfacing and Multiple Bridge Replacement Project



Background: County Road (CR) 304 is an asphalt-paved roadway, located in Flagler County, Florida, and is owned and maintained by Flagler County. Resurfacing of CR 304 from US-1 to SR 11 is an approximately 7.75-mile-long project consisting of paving, signing & pavement markings, stabilized shoulders, and minor stormwater management system improvements. CR 304 connects US-1 to SR 11 and then connects US-1 to SR 100 and US-17 through CR 305. As such CR 304 is a major connector to many evacuation routes and will see increased traffic with projected population growth in the future. CR 304 includes four bridge crossings spanning active waterways, each of which lies within regulated flood plains. The four bridges serving the roadway are situated at various locations along CR 304:

- **Bridge 734010** - three-barrel 12-foot by 8-foot (span by rise) bridge culvert located 8 miles south of Bunnell, FL. The crossing is 0.5 miles west of the intersection of CR 304 and SR 11.
- **Bridge 734011** - 270-foot-long bridge consisting of nine 30-foot spans located 8 miles south of Bunnell, FL. The crossing is 0.8 miles northeast of the intersection of CR 304 and SR 11.
- **Bridge 734012** - 160-ft long bridge consisting of four 40-ft spans located 8 miles south of Bunnell, FL. The crossing is 1.0 miles west of the intersection of CR 304 and SR 11.
- **Bridge 734013** - 120-ft long bridge consisting of three 40-ft spans located 8 miles south of Bunnell, FL. The crossing is 1.5 miles west of the intersection of CR 304 and SR 11.

Over time, each of these bridges has become inadequate to pass flood volumes generated by severe storm events without overtopping. When this occurs, the associated roadway becomes impassable, severely hampering regular traffic and critical evacuation and emergency service operations. In addition, continued deck exposure to the forces of storm surge reduces their useful life expectancies and drives up annual bridge and road maintenance costs. Replacing these obsolete bridges and resurfacing CR 304 remedies these circumstances and will result in a reliable roadway system for this area of the county.

Request Action: Provide funding to resurface CR 304 and replace the four bridges located on this public right-of-way.

Effect: Replacing the outdated bridges and resurfacing CR 304 promotes and facilitates a structured approach to resilience planning by strengthening existing arterial roadway networks for residents and allows businesses to operate with fewer interruptions and increased reliability. The new bridges will augment network redundancy and further enhance emergency response and recovery efforts. In addition to resiliency and emergency response this project will increase safety, mobility, economic competitiveness and improve quality of life.





INFRASTRUCTURE



General Aviation Terminal Project

Background: The Flagler Executive Airport (FIN) is one of the busiest General Aviation (GA) airports in the State of Florida and continues to experience a significant increase in the number, size, and type of aircraft operations. Daily activity on the airport's two paved runways range from the smaller single-engine training aircraft utilized by area flight schools to the largest business jet aircraft flying today. This growth has led to the need for a new General Aviation (GA) Terminal to replace the existing 3,240 sq. ft. 30-year-old structure built as a lean-to, to an existing hangar building. The new 15,529 SF GA Terminal Building will accommodate airport administrative offices, an airport operated FBO, its appurtenant facilities, public space, meeting space, and room for additional small tenants.

As a result, the project will allow the Flagler Executive Airport (FIN) to improve customer service, provide better public access and an overall safer operating environment for the public, and support local businesses. This project will provide access to improved terminal facilities for a disadvantaged population area in this economically distressed rural part of Florida. As a REDI County (Rural Economic Development Initiative, the new terminal building will increase development at the airport, which will lead to business opportunities and job creation.

Overall, expansion to the terminal is expected to improve efficiency, meet ADA requirements and provide users with more amenities and options. It will provide new offices, administration space, pilot lounge and flight planning. The building will serve the Airport Administration and the airport operated (Fixed-Based Operator) FBO. This project will enhance safety with more centralized control between the landside and airside areas and increase capacity to support aeronautical demands now and into the future.

Requested Action: Provide funding assistance to help construct a new general aviation terminal.

Effect: The funding will increase capacity, replace the aging infrastructure, achieve compliance with ADA, improve access for the historically disadvantaged populations, improve airport safety and energy efficiency and create high-value, high wage jobs.

INFRASTRUCTURE

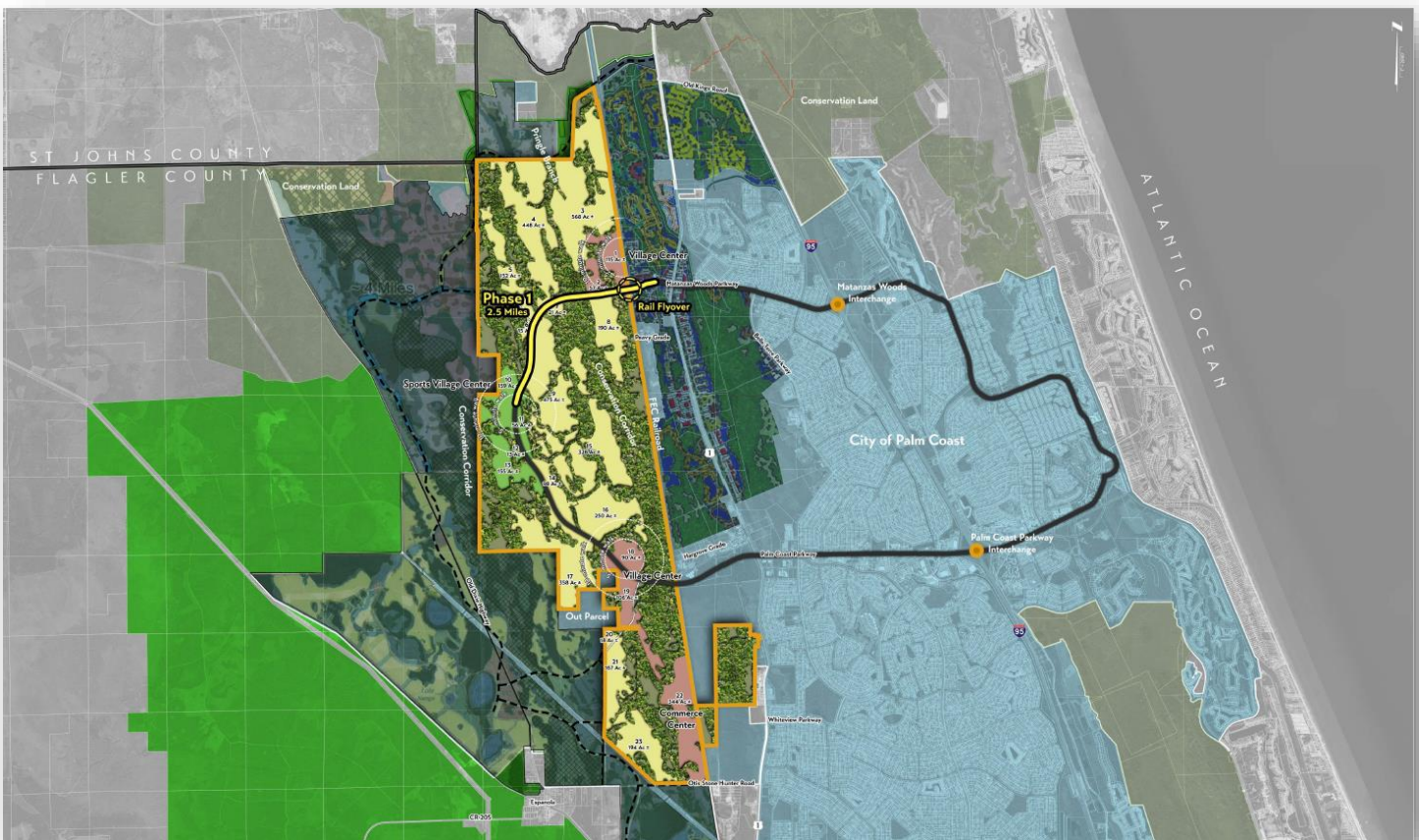


Continue to Support Transportation Access to the West

Background: The FEC Railroad divides Palm Coast into two sections, running in a north-south direction just to the west of US1. To the west of these railroad tracks lies approximately 40,000 acres of land within in the Palm Coast utility service area, which currently have limited access. Construction on the initial access point is scheduled to begin this year, and plans are in progress for the development of a loop road that will connect Matanzas Woods Parkway to Palm Coast Parkway.

Request Action: Provide funding or legislative support for transportation projects that will improve access to large tracts of land on the western boundary of Palm Coast.

Effect: Improved access to the west will provide opportunities for regional economic advancement.



INFRASTRUCTURE



Request FDOT Fund Old Kings Road Construction Phase 3



Background: The top-priority transportation project for the city within the River to Sea Transportation Planning Organization (TPO) is the widening of Old Kings Road, which commenced under the Florida Department of Transportation (FDOT) in 2009. Phase I, funded by FDOT in 2019, reached completion in 2022, and Phase II construction is scheduled for 2024. The River to Sea TPO ranks this project as the third highest among Regionally Significant Non-Statewide Infrastructure System (SIS) Projects.

Request Action: Provide funding or legislative support for District 5 FDOT to include Old Kings Road Phase 3 in the 5year work plan.

Effect: Build traffic capacity and directly aid alternate traffic patterns and evacuations.

INFRASTRUCTURE



Request FDOT Fund I-95 Parallel Facility Widening of Old Kings Road

Background: In just the past three years, there have been a staggering 63 instances where I-95 in Flagler County had to be completely shut down for severe accidents. What's even more concerning is that this number has consistently increased each year, with 23 closures already recorded by September 2023. These frequent closures of I-95 place an immense burden on our city's road infrastructure and have a detrimental impact on our ability to provide essential emergency services.

During these closures, Old Kings Road, owing to its proximity and parallel alignment with I-95 throughout the entire county, bears the brunt of diverted traffic nearly twice a month. Given these circumstances, we urgently request state funding for three vital initiatives:

- The widening of Old Kings Road to accommodate the increased traffic load effectively, ensuring it can serve as a suitable parallel route during I-95 closures.
- Enhancements to evacuation routes to bolster our community's preparedness in times of crisis, as the current reliance on I-95 is unsustainable.
- Improvements to public safety measures, acknowledging that a well-maintained Old Kings Road not only facilitates traffic flow but also ensures the safety and well-being of our residents during emergencies.

Requested Action: Provide funding to add capacity to Old Kings Road south of SR 100 an I-95 parallel facility and vital evacuation route.

Effect: This funding will allow improvements to public safety measures and facilitate traffic flow for the safety and well-being of our residents during emergencies.



INFRASTRUCTURE



Palm Coast Maintenance Operations Center Construction



Background: The existing Public Works Facility was transferred to the City by Flagler County in 1999. Since then, Palm Coast has operated within this facility, making incremental improvements to address immediate needs and deficiencies. However, the current facility is insufficient in terms of storage and maintenance capabilities to meet the growing demands of the City of Palm Coast safely and efficiently.

Presently, the facility faces several shortcomings, including inadequate parking and material storage areas, aging buildings with structural issues, and an inadequate number of fleet mechanics' bays, which don't provide sufficient space for servicing many of the City's larger work trucks, heavy equipment, and fire apparatus.

The existing Public Works facility cannot adequately meet the current operational requirements and must be upgraded in terms of safety, technology, capacity, traffic flow, and workflow. Establishing this new Public Works facility is crucial to maintaining a high level of service to our residents and addressing the present and future needs of the community. The work carried out by our Public Works teams has a significant impact on every resident, visitor, and City employee, and an appropriate facility is essential for staff to work with maximum efficiency.

Being proactive in anticipating and addressing both current and future community demands is a key part of our strategy to ensure that we can maintain the expected service levels needed to properly manage City facilities and public assets such as parks, community centers, rights-of-way, City fleet and equipment, and effectively respond to emergency and disaster situations without exposing our employees to additional risk.

The new facility, situated on a 128-acre parcel along US Highway 1, is strategically located in anticipation of the City's westward expansion. This complex will cater to all City departments and will include a Fleet Maintenance Building, Fuel Depot, Fleet Wash Building, and an Administrative Building housing warehouse and shop spaces. To enhance sustainability, the complex will feature rooftop photovoltaic systems, partially powering it and aiming for LEED Silver Certification.

Furthermore, the Maintenance Operations Center will be constructed as a critical, fortified facility, doubling as the City's Emergency Operations Center. The site will include designated areas for debris storage, storm event material staging and storage, and the distribution of public sandbags. It will be the primary facility for coordinating staff and equipment during storm events and during the recovery process.

Requested Action: Support funding to construct Phase 1 of the Maintenance Operations Complex to provide a safe workspace for city staff directly related to citizen service delivery.

Effect: This funding will ensure we can maintain the expected service levels and provide a safe workspace for staff.



INFRASTRUCTURE

Parking Within the Town

Background: The town has been overwhelmed by the growth that has come to Flagler County in the past few years. With that growth has come heavy traffic – especially at public attractions like the beach. The town has never developed the infrastructure to deal with this overflow, mostly because: 1) It has not needed to; 2) Much of the traffic is from adjoining towns and not from Beverly Beach.

Requested Action: With limited land to create parking lots, the town must inventory its facilities and develop solutions within its capacity. Land that is close to the beach is invariably expensive, the purchase of which would seem extravagant to its citizens. One of the options is to create reserved parking for the town’s citizens. However, much of the town’s available land is on a state-owned easement that cannot be reserved. Enforcing a “reserved parking” facility might also require increased code enforcement.

Effect: Creating an innovative solution at this level is not only a logistics problem, but a financial one. The town has limited resources and reserving unused space for citizens is a difficult task. Better service for tax-paying citizens is the immediate outcome.



INFRASTRUCTURE



Study the Feasibility of Acquiring Private Land Within the Town Boundaries

Background: This feasibility study is the first step in the Town's project that seeks to plan and design the development of essential facilities that improve access to natural assets, enrich recreational and educational opportunities, foster cultural and community vitality, and ensure ecological sustainability through preservation, adaptation and education.

The Florida Department of Community Affairs designated the Town of Marineland as 'Florida's First Remarkable Coastal Place' in July 2000 under a planning initiative for coastal communities. The specific purpose of this designation was to aid Marineland in preserving and enhancing its ecological, educational, and historical resources. The Town is accomplishing this objective through an ongoing strategic planning and implementation process involving all the stakeholder organizations within and collaborating with the Town. Resilience, education, and preservation have been at the forefront of the Town's efforts.

Previous and ongoing climate resilience efforts include shoreline stabilization projects on the Atlantic and Intracoastal Waterway sides of the island. The proposed effort will enable regional implementation of resilience and adaptation by ensuring that the Town is designed in a way that incorporates natural solutions to include restoration and runoff drainage systems for flood management, as well as architecturally designing buildings that minimize weather impacts and impacts on wildlife movement.

Requested Action: Provide funding assistance for a feasibility study on the acquisition of private land to preserve this unique location and provide resilience, housing opportunities, educational opportunities, and infrastructure for the surrounding communities and tourists.

Effect: This effort will foster local communities through collaboration between government agencies, and organizations within the Town through a central location that would be used to host educational opportunities and promote sustainability and preservation within the community and surrounding areas. This would be a unique effort, with nothing quite like it yet in existence - furthering sustainable ecotourism and habitat opportunities in the area.

COMMUNITY RESILIENCY



Septic to Sewer Conversion and Water Treatment Expansion for Commercial Opportunities

Background: Currently, municipal utility service is lacking along a portion of US 1 heading into Ormond Beach. This area is part of the underserved area of Flagler County and will provide service to current and future businesses and residential homes and communities and will help the environment by moving them from septic to sewer working in partnership between the Florida Governmental Utility Authority (FGUA), a special purpose government and Flagler County.

FGUA operates the water and wastewater plant in this area of the county and has indicated there would be needed improvements to the plant and further connections installed along US 1 to bring service to the area. With the chronic shortage of workforce housing, our teachers, nurses, and first responders often are unable to break the barriers to homeownership because of high home values in the County. There are preliminary plans to build an affordable housing community which will offer homes at price points for first-time or entry level buyers. A location has been identified but water and sewer capacity need to be available before plans to develop this site will move forward. Previously, we have reached out to the neighboring jurisdiction to the south, but they are not interested in expanding north, outside of their boundaries. With a lack of fire protection (hydrants) and availability of municipal water, this area will continue to lag the necessary infrastructure needed to support development.

Flagler County will work with FGUA to see that the plant is upgraded to handle the extra capacity and utility connections are made so that the current and future businesses and home communities may connect and get rid of the septic systems in this area and along US 1.

Requested Action: Provide funding to upgrade the FGUA Water and Wastewater Treatment Plant and provide connections along US 1 for the underserved area of the county.

Effect: Allow for extra capacity and new connections to move businesses and home communities from septic to sewer and provide the ability for new workforce housing.



COMMUNITY RESILIENCY



Beach Restoration/Coastal Stabilization Project

Background: Flagler County, has 18 miles of Atlantic Ocean shore front. The County beaches and dunes were severely impacted by storm surge and waves from Hurricanes Matthew, Ian and Dorian. The impacts created critical beach and dune erosion and localized Flooding of the adjacent uplands. Also, some of our dunes were lost completely. A plan for ongoing maintenance is being established, along with a funding plan. At this time, the costs for the initial construction of dune nourishment have been met, however there is still a portion requiring attention. As a result of past hurricanes and damage to A1A, beaches and property along the coast, Flagler County has recognized the need to develop and implement a comprehensive Beach Management Plan for Flagler County’s Atlantic Ocean coastline. In 2021, a Beach management Study was sponsored by Flagler County to identify needs, goals and implementation requirements. The results of the study were recently provided to the Board of County Commissioners to discuss and adopt a Beach Management Plan for the future resiliency of the coastline. This study includes an 11.6-mile stretch along the coastline that must be considered for preservation. This will be in addition to the US Army Corps project and additional assistance from FDOT. As part of the study, current sand loss, location of sand sources, loss of sand from future storms and sea level rise and required sand volume needed to construct and maintain the Flagler County Atlantic Coastline have all been considered.

In the future, Flagler County will be responsible for the 50-years of management and maintenance of the 18 miles of shoreline from the St. Johns County line to the northern limit of the FDOT Secant wall in the Town of Beverly Beach. However, there is still a portion of sand loss that must be replaced to get us to the needed volume to move to management and maintenance. Since Flagler County does not have the resources to provide the funding that is needed to restore and stabilize the coastline, we are requesting a legislative priority to fill the gap.

Requested Action: Provide the portion of funding needed to replace the current sand loss and restore the 18 miles of coastline.

Effect: This project will provide a resilient coastline, protect life and property including A1A from future impacts and give Flagler County the time needed to implement a six-year interval management and maintenance plan.

COMMUNITY RESILIENCY

Stormwater Infrastructure Improvements and Resiliency Project



Background: Many county-maintained roadways and canals regularly experience flooding during seasonal and extreme precipitation events causing erosion of roadways and the banks of various canals. To resolve these problems a Stormwater Master Plan is being developed and projects are being identified. Currently, there are several roadway projects and canals in need of stormwater related improvements for drainage efficiency and to reduce flood frequency of the area's developed.

The proposed improvements include re-grading of roadside swales and ditches, upsizing of cross drain culverts, pond siting and property acquisition, and acquiring easements to access drainage facilities for maintenance. The canals identified need to be widened and have a standard revetment installed to protect against erosion and increase flood storage capacity.

Potential communities impacted/benefited by project implementation.

- Rima Ridge
- Ormond Beach
- Sea Colony
- Armand Beach
- Hammock Beach Estates
- Johnson Beach
- Hammock Dunes
- Old Haw Creek Road Communities

Potential communities indirectly benefitted by restoration of the canals.

- West Side communities (i.e., Daytona North area and surrounding) downstream of the facility via water quality treatment and flood control measures.

Critical assets or pertinent facilities benefited by restoration of the canals.

- Hammock Community Center
- Hammock Community Volunteer Fire Department
- Sheriff's Office Substation
- Old Hammock Plantation Wastewater Treatment Plant
- County owned parcels adjoining the canal side.
- Amvets Post 59
- Flagler County Jail

Requested Action: Provide funding to include planning/design, permitting, easements and property acquisition.

Effect: This stormwater improvement project is required to restore consistent conveyance in the existing drainage systems, improve infrastructure, improve water quality and increase flood storage capacity in the canals to reduce flooding frequency.



COMMUNITY RESILIENCY



Reduce the Risk of Flooding - Support Funding Blare Drive and Colbert Lane Flood Mitigation and Flood Map Study and Revision



Background: This project centers on enhancing the stormwater conveyance capacity of three culvert crossings: (1) at Blare Drive and (2) at Colbert Lane. The goal of this undertaking is to enhance the efficiency of the drainage system, ensuring swifter recovery during and after storm events. Simultaneously, it bolsters the flood protection and resilience of the adjacent residential neighborhoods. As part of the project, advanced stormwater modeling software and data is being employed, surpassing the capabilities of the previous model. This presents an opportunity to recalibrate the existing flood maps, offering a more precise delineation of the floodplain boundaries once the project is completed. The potential revision of these flood maps holds the promise of reducing flood insurance premiums for homeowners whose properties fall outside the updated floodplain boundaries.

Requested Action: Provide funding to construct three culvert pipes to eliminate home flooding in the low-lying Woodlands neighborhood.

Effect: This funding will enhance stormwater conveyance ensuring swifter recovery and providing the potential reduction of flood insurance premiums for the effected homeowners.

COMMUNITY RESILIENCY



Protection of Water Supply – Indian Trails Reclaimed Watermain Extension and Sports Complex Irrigation Conversion

Background: The Indian Trails Sports Complex in the City features numerous ball fields for public recreation and sports clubs. Until now, the irrigation system has relied on four shallow irrigation wells as its water source. However, these wells have been steadily declining in their raw water production and have faced issues related to fouling. Maintaining a dependable irrigation system for the ball fields is crucial for preserving the quality of the playing surfaces and attracting sports clubs and tournaments.

To address this issue, a project is planned to extend a reclaimed water main, spanning approximately 1 mile, to connect with a stormwater irrigation pond. Reclaimed water will be utilized to maintain the water level in the pond, thereby offsetting the depletion caused by irrigation usage. Additionally, the pond will be equipped with an irrigation pump system to replace the four shallow irrigation wells, ensuring a more reliable and sustainable water supply for the sports complex.

Requested Action: Provide funding to extend a reclaimed water line to Indian Trails Sports Complex.

Effect: Maintaining a dependable irrigation system and an irrigation pump system will preserve the quality of the playing surfaces and ensure a more sustainable water supply.

COMMUNITY RESILIENCY



Protection of Water Supply – Citation Boulevard Reclaimed Watermain Extension

Background: The developer of Seminole Palms is constructing the Citation Boulevard extension and associated utilities including a reclaimed wastewater main. This request is to connect to the new reclaimed main and continue it west to Belle Terre Boulevard. This will provide reclaimed service to both Seminole Palms to the east and Flagler Village and Citation Estates to the west. This project includes sidewalks and street lighting to match the new portion of Citation.

Requested Action: Support funding to extend the soon to be developer constructed reclaimed water line to Belle Terre Boulevard.

Effect: This funding will allow us to continue the reclaimed main west to Belle Terre Boulevard and provide service to both Seminole Palms, Flagler Village and Citation Estates.



COMMUNITY RESILIENCY



Protection of Water Supply – Land Acquisition for Rapid Infiltration Basins.

Background: Acquire land in the western part of the city to provide additional inland disposal and storage of treated wastewater effluent to accommodate growth, protect natural waterways by avoiding surface water discharge, and provide storage and recovery for irrigation needs when irrigation demands are at peak levels which may exceed daily production of effluent during weather or seasonal conditions. RIBs are an essential component of water conservation and protection of surface waters. Utilizing treated effluent/reclaimed water for irrigation reduces aquifer and potable water consumption. When demand for irrigation water reduces with increased rainfall, it becomes necessary to dispose of excess treated effluent/reclaimed water. Disposing of excess reclaimed water in RIBs helps to replenish the surficial aquifer.

Requested Action: Provide funding for land acquisition for a regional RIB site providing advanced aquifer recharge.

Effect: Acquisition of land in the western part of the city will allow for necessary disposal of excess treated effluent/reclaimed water. This will help to replenish the surficial aquifer.



COMMUNITY RESILIENCY



Protection of Water Quality – Wastewater Treatment Facility No. 1 Capacity Expansion

Background: Expand Wastewater Treatment Facility No.1 from 6.83 million gallons per day treatment capacity to 9.1 million gallons per day treatment capacity, improve electrical and control systems, and upgrade process equipment needing replacement. WWTF-1 is the City's primary wastewater treatment facility and currently serves most of the City's residences and businesses. The City has undergone significant growth in recent years, and WWTF-1 is nearing its current capacity and needs expansion to accommodate additional growth. WWTF-1 also produces a considerable amount of reclaimed water for irrigation use which is beneficial in offsetting the consumption of aquifer water.

Requested Action: Support funding to expand Wastewater Treatment Plant 1 to keep pace with economic growth.

Effect: This funding will allow for expansion of the Water Treatment Plan to keep pace with growth.

COMMUNITY RESILIENCY



Protection of Water Quality- Construct Regional Rapid Infiltration Basin (RIB) Site

Background: A study for a Resiliency Plan for the Rapid Infiltration Basin (RIB) site is complete. The study revealed that converting the spray irrigation to rapid infiltration basins is feasible and will increase the much-needed effluent capacity and storage. The RIB treats the effluent as it infiltrates through the soil and, at the same time, replenishes the aquifer. The process can treat a much larger volume of wastewater than aboveground high-volume irrigation on a small land area. This request is to convert approximately 43 acres used for treated wastewater effluent wet weather disposal from spray fields to rapid infiltration basins to increase disposal volume to accommodate growth and reduce discharge frequency to the Matanzas River.

Requested Action: Support funding to convert existing spray fields to rapid infiltration for increased aquifer recharge volume.

Effect: Construction of this Rapid Infiltration Basin (RIB) will improve water quality and produce a higher rate of aquifer recharge than achieved through above-ground high-volume irrigation.



COMMUNITY RESILIENCY



Lambert Avenue Water Main Extension



Background: The City of Flagler Beach maintains and operates a municipal water system. This system, which includes extraction, treatment, and distribution, supports the City’s residents and businesses. A critical shortcoming of the system, though, is the lack of redundancy: only one sixteen-inch transmission main crosses (below) the Atlantic Ocean Intracoastal Waterway (AICW). Due to that sole crossing, the transmission network is not effectively “looped,” especially at the north end of the City’s service area east of the AICW. This systemic shortcoming puts water system users at increased risk if the sole crossing were damaged or severed or if water at the north end of the system is not adequately circulated. The estimated cost to design an extended water main north on Lambert Avenue and then cross the AICW as a redundant service and additionally “loop” the system is approximately \$300,000. The estimated cost of construction for the extended water main is approximately \$3,000,000. The City of Flagler Beach requests an appropriation of \$1,650,000, which the City would similarly match, to design and construct the Lambert Avenue Water Main Extension.

Requested Action: Provide funding to extend the water main north on Lambert Avenue across the AICW and loop the system.

Effect: This funding will allow resolution of a critical shortcoming of the current system with a lack of redundancy and not effectively looped.

COMMUNITY RESILIENCY



Flood Mitigation Measures for City Facilities

Background: Several City facilities are vulnerable to storm surge and flooding, especially those located in the vicinity of the AICW. These facilities include the Police and Fire stations; a 1,000,000-gallon water storage tank; two City Maintenance facilities, and the Library. Although a berm is currently being designed to protect this general area, additional equipment can be utilized to enhance protection in specific areas. The estimated cost for sufficient protective measures (HydroDefense Flood Planks) is approximately \$150,000. The City requests an appropriation of \$150,000 for the purchase of an estimated twenty flood planks.

Requested Action: Provide funding to support flood mitigation measures.

Effect: This funding will support the purchase of flood planks that will protect vulnerable city facilities from storm surge and flooding.



COMMUNITY RESILIENCY



Wastewater Treatment Plant and Collection System Projects

Background: The City of Bunnell's Master Utility Plan outlines a range of initiatives aimed at tackling the needs and deficiencies within the city's Wastewater Treatment Plant and Collection System. Among the upcoming projects, in line with the Master Utility Plan, are those targeted at enhancing gravity collection systems and creating an underground sewer line map. These endeavors encompass slip lining, the rehabilitation of manholes, as well as the application of Ground Penetrating Radar (GPR) and Geographic Information Systems (GIS) mapping techniques.

Requested Action: Provide local levels of funding in the amount of \$4,500,000.00 to complete wastewater treatment and collection upgrades as identified in adopted Master Utility Plans.

Effect: This funding and the completing of these projects would improve wastewater infrastructure performance. Rehabilitated manholes can improve the overall performance of the sewer and utility systems. By ensuring proper flow capacity and reducing blockages, the rehabilitated manholes contribute to more efficient wastewater management. Slip lining offers several benefits, including reduced disruption to the surrounding area, cost savings compared to full pipe replacement, and reduction and/or elimination of ground and stormwater inflow and infiltration. By combining the capabilities of GPR and GIS mapping, we can gain a comprehensive understanding of their underground sewer infrastructure, leading to improved efficiency, reduced costs, enhanced safety, and better decision-making.

COMMUNITY RESILIENCY



Water Treatment Plant and Distribution System Projects

Background: The City of Bunnell's Master Utility Plan identifies several projects to address the needs and deficiencies in the City's water treatment plant and distributions system. Among the next projects to be completed as established in the Master Utility Plan are projects that address the following: new well installation, pipe upsizing, material upgrading and watermain looping for fire protection.

Requested Action: Provide local levels of funding in the amount of \$4,600,000.00 to complete water treatment and distribution upgrades as identified in adopted Master Utility Plans.

Effect: This funding and the completing of these projects would provide for improvement of water quality, pressure levels, fire flow protection capabilities and increased capacity for the City Water Distribution system.



COMMUNITY RESILIENCY



Resiliency and Vulnerability Study

Background: The Town of Beverly Beach has partnered with the City of Flagler Beach to commission a Coastal Resiliency and Vulnerability study through a grant from the Florida Department of Environmental Protection. The engineering firm, Mead and Hunt, is managing the data. The town has had several sites that have been vulnerable to storms in the past seven (7) years, including town infrastructure. Massive erosion from wave action has also occurred.

Requested Action: The town needs to listen to the interpretation of the study data and add its own processes to implement the findings. Any recommendations that need financial backing can be budgeted by the town.

Effect: If the study can identify even one element that the town is not aware of, the study will be well-worth the time and effort. The town has advocated lifting the moratorium on seawalls on residential properties on the oceanfront – as a matter of desperation. A second action, taken by the State, is to buttress the shoreline with dredged sand. The dredging will occur in 2025.

COMMUNITY RESILIENCY



Fragmented Stormwater System

Background: In one of the town's major subdivisions, the Osprey Point District, the developer left the town and the State of Florida, holding the proverbial "bag." No homeowner's association had been formed, and the state has the Environmental Resources permit, while the town controls the three roads in the district. However, the stormwater infrastructure is in the hands of the private property owners, including the two large retention ponds. With sea-level rise has come more flooding and ponds that are filled to capacity. While the town receives Local Gas Option Tax Funds to care for the roads, the amount is not large enough to take corrective action on the infrastructure, nor can the town do so on its own volition – given the political fallout of spending tax-payer funds for the benefit of a few private landowners. The town attempted to apply for a REDI grant from St Johns River Water Management District and was told that the grant cannot be used for private property.

Requested Action: The town has taken a variety of approaches to this issue. Even a public/private partnership to treat the ponds for algae has been retracted. There is no incentive for private owners to provide a public benefit. Consequently, actions that need to be done, such as the dredging of the ponds, do not get done. While a court order can encourage corrective action, it is a last resort for homeowners, and the town does not want to be forced into eminent domain-type seizures. As of this date, there have been no proposed alternatives. The subdivision cannot be forced to form an HOA and a Special Taxing District is administratively burdensome.

Effect: St. Johns River Water Management District has declared that the stormwater system is functional. The town wants it to remain functional, despite the proclivity of 100-year storms, and wants to alleviate flooding concerns in the future.



COMMUNITY RESILIENCY

Complete Design and Construction of Water and Sewer Connection from Flagler County



Background: The Town of Marineland encompasses some of the most pristine coastal habitats and public education opportunities in the region. As the collaboration site for scientists and visitors, the Town contains the River To Sea Preserve, University of Florida’s Whitney Laboratory for Marine Bioscience and Sea Turtle Hospital, the Marineland Dolphin Attraction, the Guana Tolomato Matanzas National Estuarine Research Reserve, the preserved Jordan and Mellon Islands, Ripple Effect Ecotours, and the Town of Marineland Marina. The Town also has local offices for the Marineland Right Whale Project, Flagler Audubon Society, Volusia/Flagler Sea Turtle Patrol, and Florida Wildlife Commission. With a current combined 500,000+ visitors per year between the Marineland Dolphin Attraction, University of Florida Whitney Laboratory, and visitors exploring the natural beaches, parks, and educational opportunities within the Town, the privately owned wastewater treatment plant is not sufficient to provide services to the growing Town. The University of Florida Whitney Laboratory is undergoing a 30-million-dollar expansion project that will require additional water and wastewater services.

Requested Action: Provide funding assistance to complete the design and construction of water and sewage connection from Flagler County to support the growing Town of Marineland community needs.

Effect: These services are foundational to ensuring public health, driving economic development, and preserving the unique environmental attributes of the region. A consistent and clean water supply has a direct bearing on the quality of life of Marineland residents and visitors, from everyday household activities to the recreational pursuits that the beautiful local water bodies offer. The Town’s unique location and proximity to the Atlantic Ocean and Intracoastal Waterway makes it particularly vulnerable. Untreated or inadequately treated wastewater could lead to the contamination of these waters, causing harm to marine life and posing health risks to residents and tourists alike. The Town’s distinctive position as a “Remarkable Coastal Place” amplifies the significance of robust and efficient water infrastructure.



CONSERVATION AND OPEN SPACE



Regional Conservation & Eco-Tourism Educational Center Project

Background: In 2019, the Flagler County Board of County Commissioners approved and adopted the county's tourism strategic plan. The strategic plan recognized that the key ingredients to be successful and ensure a return on investment was the eco-tourism related educational, marketing, and promotional components for on-going support. One of the main objectives to accomplish this is the creation and development of the Flagler County Eco-Discovery Center. The eco-discovery center will act as the main hub in Flagler County to protect, conserve and enhance recreational, natural, historical, and cultural resources.

The new 10,000 sq. ft. Eco-Discovery Center will be located on a 22-acre county owned parcel on SR100 which is on the Heritage Crossroads Byway and approximately 1 mile east of I-95 and 3 miles west of A1A Scenic & Historic Coastal Byway in Flagler Beach. This location is also approximately .25 miles from the newly constructed pedestrian bridge and adjacent to the future Bulow Creek Headwaters Regional Park. The pedestrian bridge project along with its additional miles of trails, will serve as a gateway for the already 135 miles of trails in Flagler County. The bridge connects to the Lehigh Greenway Trail and eventually to the Bulow Trail which will connect to the Bulow Creek Headwaters Regional Park currently in the design and planning phase. This 1,000-acre park is a critical part of the larger 'Palm Coast to Bulow Corridor' that includes Graham Swamp Preserve, Bulow Creek, and Tomoka marsh conservation areas. This regional greenway is of statewide significance as identified within the Florida Greenways and Trails System Opportunity map. This conservation area is large enough and well-connected enough to provide significant environmental benefits to the region.

Requested Action: Provide funding assistance to construct the Flagler County Regional Conservation & Eco-Tourism Educational Center to support the goals, objectives, and priorities of Flagler County, Northeast Florida Regional Council, and the Scenic A1A Byways.

Effect: This conservation and educational center will act as the main hub in Flagler County to protect, conserve and enhance recreational, natural, historical, and cultural resources.

CONSERVATION AND OPEN SPACE



Acquisition of Conservation Lands

Background: Flagler County recognizes the priority and vision of the Florida Wildlife Corridor, which gives priority to lands that preserve, protect or enhance wildlife habitats and corridors and linkages to agricultural and rural lands. Flagler County’s Environmentally Sensitive Lands Program in Summer 2023 began outreach to private property owners in the western portion of Flagler County for the purpose of purchasing land along some groundwater recharge areas and surface water discharge areas along some of the primary tributaries to Haw Creek and “feeder” water creeks which feed into Crescent Lake. Crescent Lake is fed primarily by Haw Creek which receives discharge from several smaller creeks including Little Haw Creek and Middle Haw creek. Crescent Lake feeds through Dunn’s Creek to the St. Johns River.

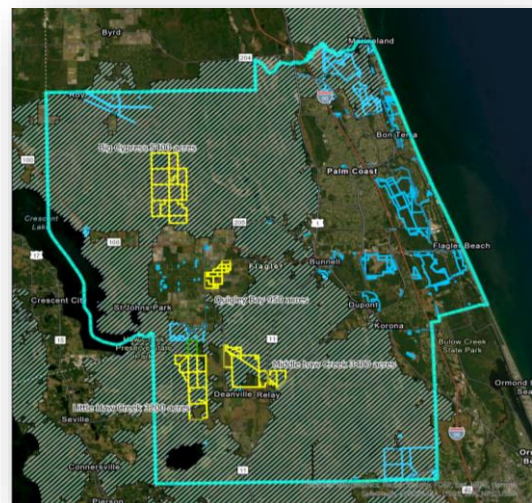
The Middle Haw Creek flows to the northwest from the southern reaches of the County into Haw Creek and west into Dead Lake and beyond. Little Haw Creek flows north from Lake Disston into Haw Creek and Dead Lake. Both systems function as discharge for surface water which ultimately flows into Crescent Lake and the St. Johns River and lie within the Florida Wildlife Corridor.

Locally referred to as “floodplain corridors” these connected properties shown in the attached map represent opportunities to conserve water quality and protect habitat for sensitive plants and for animals’ dependent on these habitats including the black bear. Although the County is prepared to consider either fee-simple acquisition or less-than-fee acquisition of conservation easements from “willing sellers”, our hope is that these program efforts will help our citizens to maintain their way of life, whether that way of life includes protecting local landowners’ ability to continue their farming operations or to provide recreation opportunities for citizens and visitors alike where possible. The majority focus of our program will go towards identifying willing sellers and negotiating for the acquisition of properties that will meet these goals throughout our County. Primary focus should go towards those properties within the Florida Wildlife Corridor.

Requested Action: Provide local levels of funding to acquire tracts of land to create a floodplain on the West Side of Flagler County.

Effect: Creating a natural floodplain will provide flood risk reduction benefits by slowing runoff and storing flood water. It will also provide other benefits of considerable economic, social, and environmental value to include:

- Fish and wildlife habitat protection
- Natural flood and erosion control
- Surface water quality maintenance
- Groundwater recharge
- Biological productivity
- Higher quality recreational opportunities



CONSERVATION AND OPEN SPACE



Protect Environmentally Sensitive Areas - Protect Palm Coast Parkway's Unique Hard Wood Tree Canopy

Background: The stretch referred to as the "Tree Tunnel" extends from the intersection of Palm Coast Parkway and Florida Park Drive to the Hammock Dunes Bridge. This area offers a captivating display of the splendid native trees that grace Palm Coast and offers a glimpse of the origins of Graham Swamp. Within the Palm Coast Parkway and Colbert Lane property, you'll find trees with diameters exceeding 70 inches, critical habitats for native wildlife, and vital floodwater storage components integrated into the swamp's ecosystem.

Preserving the northernmost section of Graham Swamp serves a dual purpose: it conserves the distinctive "Tree Tunnel" character while maintaining the swamp's integrity as an interconnected system, capable of storing water and facilitating water treatment for the city. This preservation effort ensures that the natural beauty and ecological functions of this unique area are safeguarded for current and future generations to enjoy.

Requested Action: Support inclusion in the Flagler County Environmentally Sensitive Lands Program and Florida Forever funding.





CONSERVATION AND OPEN SPACE

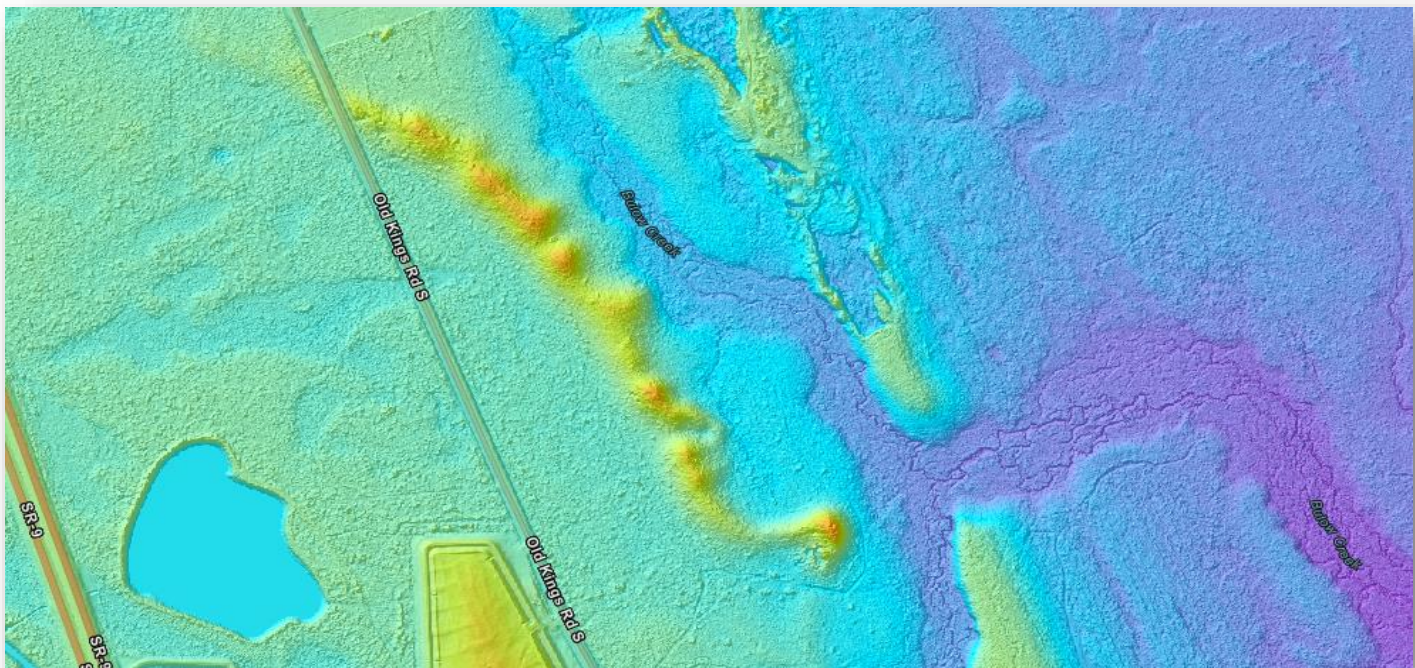
Protect Environmentally Sensitive Areas - Acquire Bulow Creek Relic Dune and Burial Mound

Background: Designated as the relic dune or Sandridge by city staff, this topographical feature holds a distinct and significant position within Palm Coast. Soaring to an elevation of 42 feet above sea level at its highest point, this ridge stands out as a rarity in this region. The ridge serves as a protective barrier for Bulow Creek, recognized as an Outstanding Florida Waterway, extending from Old Kings Road S and offering the creek additional safeguards against pollution.

Bulow Creek plays a pivotal role in floodplain management, serving as a regulatory floodway where high-velocity floodwaters travel southward until reaching the Intracoastal Waterway. At the terminus of the ridge lies a Native American burial mound, which, although devoid of remains or artifacts, remains a significant cultural site. The combined presence of the Sandridge, adjacent wetlands, and Bulow Creek creates a diverse range of habitats for numerous species and plants, further underscoring the importance of preserving this area.

In line with Comprehensive Plan Policy 1.1.9.18, the City is committed to collaborating with land acquisition entities and public agencies to secure environmentally and culturally significant lands situated in the Planning Area to the east of Old Kings Road.

Requested Action: Support inclusion in the Flagler County Environmentally Sensitive Lands Program and Florida Forever funding.





Policy Priorities & Support Issues



Amend Florida Statute 288.0656 (2) (e) to Increase the Population Levels of a Defined Rural Community.

Urge the Legislature to Amend this Statute to Increase the Population Levels that Define a Rural Community. The population levels for a county has not been modified since 2001 and the levels for a contiguous county has not been modified since 2009.

PROTECT AND INCREASE Funding for the State of Florida Transportation Disadvantaged Program.

Urge the Legislature to protect the Transportation Disadvantaged program and increase funding to support the unmet trip requests.



SUPPORT AND PROTECT Florida's Housing Trust Funds

Urge the Florida Legislature to use ALL of Florida's housing trust fund monies for Florida's housing programs.

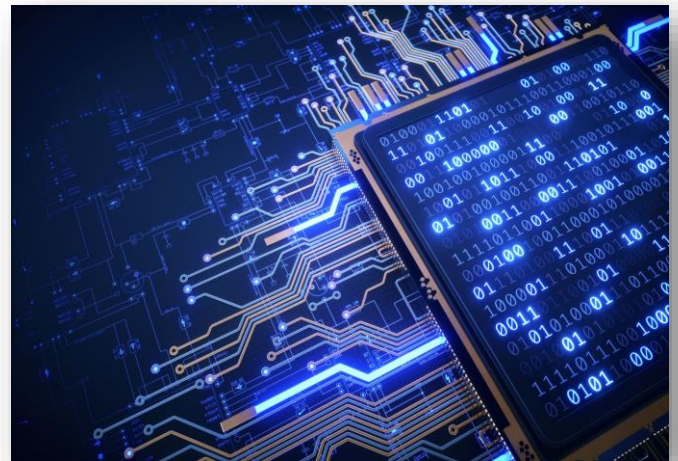


SUPPORT Affordable and Reliable High-Speed Internet throughout Florida.

Continue to support a coordinated and collaborative effort to advance and expand internet access in all areas of Florida through creation of a comprehensive plan and a grant program for service providers to increase and improve access in rural Florida.

Continue Financial Support for the Enhancement of Local Government Cybersecurity.

Support legislation dedicating state resources for the development and enhancement of municipal cybersecurity by providing funding for technical assistance, threat assessments, employee training, infrastructure improvements and data protection.



CONTINUE FINANCIAL SUPPORT of the SCRAP and SCOP Grant Programs to Assist Small Counties in Paving Farm to Market Roads.

Continue the current level of financial support to FDOT for the Small County Road Assistance (SCRAP) and Outreach Programs (SCOP).

SUPPORT Community Resiliency Grant Programs for Wastewater, Water Quality, Beach Restoration, Flood and Sea Level Rise Mitigation and Septic to Sewer Conversion Projects.

Urge the Legislature to increase available grant programs through the State of Florida Department of Environmental Protection.



SUPPORT Funding Intended for any Legislative Appropriation Projects for Land Acquisition within Flagler County.

Urge the Legislature to approve funding for conservation and to protect water resources, drinking water sources, land and water quality through Article X, Section 28 of the Florida Statutes for the Land Acquisition Trust Fund.



PROVIDE timely reimbursements and upon approval of grants over \$1 million assist with cash flow by fronting at least 25% of the project

Urge the Legislature to provide timely reimbursements and assist with cash flow of grants over \$1 million by fronting a minimum of 25% of the project to provide real relief.





MAINTAIN Short Term Vacation Rental Legislation Status Quo.

Maintain the status quo regarding local government regulations for Short Term Vacation Rental legislation

SUPPORT AND CONTINUE TO ADVOCATE for Home Rule Authority.

Continue to advocate for home rule authority by actively opposing further preemption legislation or other legislation that restricts local government in acting in the best interest of their citizens.



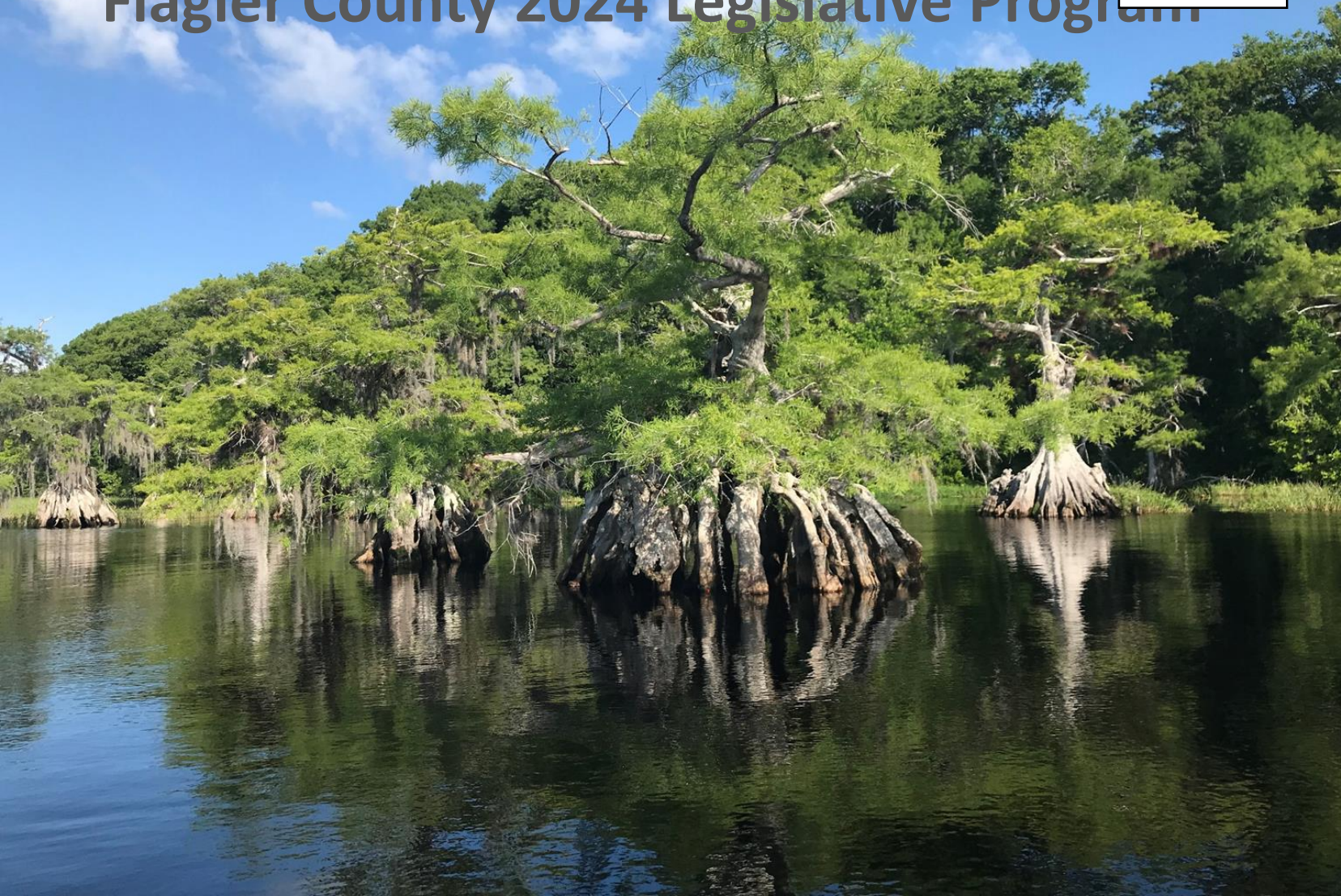
REQUEST AN AUDIT of the Emergency Management Preparedness and Assistance Trust Fund (EMPA)

Urge the Legislature to direct the Florida Department of Revenue to audit how the Emergency Management Preparedness and Assistance Trust Fund (EMPA) surcharge is applied to all residential and commercial properties for compliance with s. 252.372, F.S.



Flagler County 2024 Legislative Program

Section 7, Item c.



Flagler County Board of County Commissioners
1769 E. Moody Boulevard
Building 2
Bunnell, FL 32110

Phone:
(386) 313-4001
Website:
www.FlaglerCounty.gov

INTERLOCAL AGREEMENT BETWEEN THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FLAGLER BEACH REGARDING DUNE RESTORATION PROJECTS WITHIN CITY

THIS INTERLOCAL AGREEMENT (hereinafter, the "Agreement") is made and entered into by and between **FLAGLER COUNTY, FLORIDA** (hereinafter referred to as "County"), a political subdivision of the State of Florida whose address is 1769 East Moody Boulevard, Building #2, Suite 301, Bunnell, Florida 32110, and the **CITY OF FLAGLER BEACH, Florida** (hereinafter referred to as "City"), a municipal corporation of the State of Florida whose address is 105 South Second Street, Flagler Beach, Florida 32136, and, collectively known as the "Parties".

WITNESSETH:

WHEREAS, this Agreement is authorized by the Florida Intergovernmental Cooperation Act of 1969 (hereinafter referred to as "Act"), Section 163.01, *Florida Statutes, et seq.*, which authorizes the joint exercise by two or more public agencies of any power common to them and is authorized under other applicable law; and

WHEREAS, the Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other units of government on the basis of mutual advantage; and

WHEREAS, the Parties have previously entered into Interlocal Agreements relative to protection and management of the beach; and

WHEREAS, among those agreements, the Parties have established customary public use of their beaches in furtherance of their beach management objectives and in accordance with state law; and

WHEREAS, the Parties recognize the central and critical importance of the beach to the area's environment, economy, public recreation and tourism; and

WHEREAS, Hurricanes Matthew, Irma and the recent brush by Hurricane Dorian, along with periodic storm surges and beach erosion, have magnified the threat to dunes within Flagler Beach, as well as in other coastal areas in Flagler County; and

WHEREAS, accordingly, the Parties have intensified their efforts to limit storm impacts in the future through cooperative actions with the U. S. Army Corps of Engineers, the Florida Department of Transportation, and the Florida Department of Environmental Protection (hereafter individually the "Army Corps," "FDOT" and "FDEP," and collectively the "federal and state agencies"); and

WHEREAS, the Parties have supported agreements with the federal and state agencies to secure funding and other actions to repair and restore the dunes that have been damaged through coastal storms, tidal surges and erosion (hereafter the “Dune Restoration Project” or “Project”); and

WHEREAS, the Parties have supported agreements and activities by the federal and state agencies to protect State Road A1A within Flagler Beach (hereafter “A1A Road Project”) that complement the Dune Restoration Project; and

WHEREAS, with the cooperation of the City, the County has entered into agreements and sought permits or caused permits to be issued to implement the Dune Restoration Project and to protect State Road A1A; and

WHEREAS, the City has worked extensively with FDOT for the work being performed in connection with the State Road A1A right of way within Flagler Beach; and

WHEREAS, the Parties, by this Interlocal Agreement, will continue their cooperation and joint actions and efforts to implement and secure the Dunes Restoration Project and the A1A Road Project in partnership with the federal and state agencies; and

WHEREAS, the Parties have conducted public meetings and workshops relative to the Projects to address the necessary interagency participation in these Projects and have otherwise provided information concerning the Projects to the public.

NOW THEREFORE, in consideration of the mutual assurances made by the Parties they hereby agree as follows:

SECTION 1. FINDINGS. The above recitals are true and correct and are incorporated herein.

SECTION 2. COUNTY AGREEMENTS AND OBLIGATION TO PERFORM. The County has and is entering into Project related agreements with the Army Corps, FDOT and FDEP and has and is procuring or processing permits as necessary for the Dune Restoration Project. The County shall be responsible for fully performing and complying with these agreements and any Project related permits that the County secures. Such performance and compliance include any Project administration, funding requirements, cost shares, procurement activities to the extent applicable, construction and associated activities by vendors contracting with the County, certification of lands (procuring required easements) and provision of all Project close out documents as required by the federal and state agency agreements or permits. The County’s Project related activities also shall comply with all federal, state and local laws, rules or regulations.

SECTION 3. CITY'S PROJECT AND OBLIGATION TO PERFORM. The City shall continue to pursue with FDOT the A1A Road Project, and such efforts shall complement the Dune Restoration Project performed by the County or by the federal and state agencies on behalf of the Parties. The County likewise pledges that work on the Dune Restoration Project shall be consistent with protecting State Road A1A and will support the City's efforts in this regard until project conclusion. With respect to the Dune Restoration Project, the City agrees to execute easements (permanent beach storm damage reduction easements as prescribed by the Army Corps) for each of the parcels it owns located east of State Road A1A. The Parties recognize that such easements materially advance the successful implementation of the Dune Restoration Project. **As for completion of the Project, the County will notify the City when the County completes the Dune Restoration Project in each segment of the beach as funded and permitted by the relevant federal and state agencies. Upon the completion notice(s) from the County to the City, the City shall assume full regulatory control of the completed Project areas. The City shall assume the post-construction maintenance for the restored dunes for each Project area when completed. Such maintenance shall be in full compliance with the Project agreements,** permits, and federal, state and local laws, rules and regulations and any maintenance manuals promulgated by the federal and state agencies.

SECTION 4. INTERGOVERNMENTAL COOPERATION AND COORDINATION. The Parties pledge to continue their cooperative and coordination efforts with each other and with the federal and state agencies. To further such cooperation and coordination, the Parties will establish regular communication between their points of contact for Project related implementation. The point of contact for the County shall be the County Engineer and for the City, the City Manager or his appointed designee. These points of contact may agree to protocols to facilitate Project implementation that do not otherwise contravene any of the agreements and permits with state and federal agencies. Such protocols, if any, shall be in due regard for the benefits of Dune Restoration Project and A1A Road Project to the community at large. The Parties further agree to work cooperatively to offer in-kind assistance and to seek any available funding as necessary and appropriate to accomplish the Projects.

SECTION 5. FURTHER ASSURANCES. The Parties agree that at any time following a request by the other party, each shall execute and deliver to the other party such further documents and instruments, in form and substance reasonably necessary to confirm or effectuate the obligations of either party under this Agreement and the consummation of the Projects contemplated hereby. Such further documents include, but are not limited to, those necessary to process permits and funding agreements with federal and state agencies. The obligation of the Parties to provide further assurances shall survive any termination of this Agreement.

SECTION 6. GRANT OF MUTUAL EASEMENTS. The Parties grant to each other any necessary non-exclusive easements, for the benefit of each other, including for their respective

employees, agents (including those third parties that have entered into a contract with the County or City to perform or complete the Projects contained herein), over, under, upon and across their publically owned beach front properties on land situated in Flagler County, Florida. The Party desiring to utilize this grant of easement shall secure a letter of approval from the City Manager or County Administrator, as applicable, for each Project commenced on or across the other Party's property, and said approval shall be for the duration of the Projects. The exercise of the easement rights by any Party shall in no way grant that Party any permanent ownership interest in the property encumbered by the easement. All work conducted pursuant to this easement shall have all required permits and shall be done in a workmanlike manner and shall minimize disruptions to public beach access and use in areas removed from project activities. The easement grantee shall indemnify the grantor for use of the easement, subject to any terms and conditions herein.

SECTION 7. MUTUAL INDEMNIFICATION.

7.1 Subject to the limits of liability provided by Section 768.28, *Florida Statutes*, or its successor, each Party shall be liable for all damages or injury to persons or property caused solely by its actions, errors, omissions, neglect or mismanagement, or by the actions of any of its officers, agents and employees while engaged in the operations herein authorized, and for any actions or proceedings brought as a result of this Agreement.

7.2 Should a Party be sued for actions that are solely the result of the other Party, the other Party shall be notified of such suit and, thereupon, shall have the duty to defend the suit.

7.3 Should judgment be awarded against a Party in any such case where the Party is solely at fault, the Party shall forthwith pay the same and relieve the other Party of any obligations relating thereto.

7.4 Subject to the scope and monetary limitations of Section 768.28, *Florida Statutes*, the Parties shall indemnify and save harmless the other Party, its agents, officers and employees from any and all judgments recovered by anyone for personal injury, death or property damage, or any other theory of liability sustained by reason of any of the indemnifying Party's activities or for any actions or proceedings brought as a result of this Agreement and shall pay all expenses including, but not limited to, defense and legal costs and attorney's fees, in defending against any such claim made against the indemnified Party or any of the indemnified Party's agents, officers or employees.

7.5 Nothing herein shall be deemed or construed as a waiver of sovereign immunity by the County or the City, and the Parties shall have and maintain at all times and for all purposes any and all rights, immunities and protections available under controlling legal precedent and as provided under Section 768.28, *Florida Statutes*, or its successor and as provided under other applicable law.

7.6 The liability provisions herein shall not inure to the benefit of any third parties.

SECTION 8. FUNDING. The Parties understand that performance of this Agreement is contingent upon the availability of funding from federal and state agencies and available funding from the Parties.

SECTION 9. TERM. This Agreement shall become effective on the filing date with the Clerk of the Circuit Court in accordance with Section 163.01(11), *Florida Statutes*, and shall continue indefinitely. Time is of the essence in the lawful performance of the duties and obligations of the Parties under this Agreement.

SECTION 10. NOTICES.

(a) Whenever either Party desires or is required to give notice unto the other, notice shall be in writing and may be by hand delivery or by Certified Mail (return receipt requested) to:

CITY OF FLAGLER BEACH

City of Flagler Beach
Attn: City Manager
P.O. Box 70
Flagler Beach, Florida 32137

FLAGLER COUNTY

Flagler County
Attn: County Administrator
1769 East Moody Boulevard, Bldg. 2
Bunnell, Florida 32110

(b) Either Party may change, by written notice as provided herein, the address or person for receipt of notices. Notice shall be deemed to have been given when received.

(c) The foregoing shall not apply to the point of contacts pursuant to Section 4 unless they deem such written notices are appropriate.

SECTION 11. FORCE MAJEURE. No party shall be in default in the performance of its obligations under this Agreement to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under federal, state or local law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 12. BINDING EFFECT.

(a) This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the Parties. Neither party may assign its rights herein without the written consent of the other party.

(b) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it by this Agreement.

(c) The signatories hereof represent that they have the requisite legal authority to execute this Agreement and bind the respective Parties herein.

SECTION 13. RECORDS AND AUDITS.

(a) The Parties shall maintain in their place of business all public records pertaining to work performed under this Agreement.

(b) Such records shall be available at any time that a Party may reasonably request inspection and copying of the said records.

SECTION 14. THIRD PARTY BENEFICIARIES. Notwithstanding the benefit derived by the public from the obligations described in this Agreement, no right or cause of action shall accrue by reason of this Agreement to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or by any of its provisions or conditions, other than the Parties hereto and their respective representatives, successors and assigns.

SECTION 15. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or be held invalid by a court of competent jurisdiction, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set forth herein is not substantially adversely impacted.

[The following space intentionally blank; signature pages to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the day indicated below and this instrument shall be effective when recorded with the Flagler County Clerk of the Circuit Court and Comptroller.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Donald T. O'Brien, Jr., Chair

ATTEST:

Date Signed: _____

Tom Bexley, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney

[This space intentionally left blank; signature page to follow.]



THE CITY OF FLAGLER BEACH

By: Linda Provencher
Mayor Linda Provencher

Date Signed: 9/26/19

ATTEST:

Penny Overstreet
Penny Overstreet, City Clerk

APPROVED AS TO FORM:

D. Andrew Smith, III
D. Andrew Smith, III, City Attorney

October 31, 2024

Subject: Notification of Coastal Engineering Cost Estimates and Beach Renourishment Project

Dear Community Partners,

In 2023, the Flagler County Board of County Commissioners approved a Beach Management Plan that is intended to guide the County through beach and dune restoration and management needs along the entire 18 miles of Flagler County’s entire coastline over the next 50 years. The Plan identified beach and dune restoration and maintenance as the preferred approach to meet the County’s long-term beach management objectives.

As part of the Plan, the County has identified four (4) beach and dune nourishment reaches along which restoration and management will be pursued. The reaches were identified considering physical characteristics of the beach and dune, funding opportunities that vary between reaches and environmental conditions. The four (4) beach and dune nourishment reaches are shown in Table 1 below, with more detailed information within the Beach Management Plan Fact Sheets (attached).

Table 1

Project	Location	Jurisdiction	Status
Reach 1	Gamble Rogers Park (R-96) to North 7 th Street (R-77)	Flagler Beach	Completed/2024
Reach 2	North 7th Street (R-77) to just North of Varn Park (R-46)	Flagler Beach, Town of Beverly Beach, Unincorporated Flagler County	Anticipated Start Spring 2025
Reach 3	North of Varn Park (R-46) to Southern limit of Washington Oaks State Park (R-16)	Unincorporated Flagler County	Anticipated Start 2026/2027
Reach 4	Southern limit of Washington Oaks State Park (R-16) to the St. Johns Countyline (R-1)	Unincorporated Flagler County, Town of Marineland	As Needed

The southernmost section, located south of Gamble Rogers Park (R-97.5) to the Volusia County line (R-101), currently has a secant wall being installed by FDOT. Although a permit exists for beach nourishment within this area (following the installation of the secant wall), a funding source has not been identified. It is estimated that the nourishment project cost in this section is \$4.2 million, with an ongoing maintenance cost of \$2.1 million every 6 years (with an equivalent annual cost of \$350,000). These amounts are not currently accounted for in Table 2 within the jurisdiction of Flagler Beach.

With coastal preservation as a top priority, this initiative aims to protect and sustain our beaches against the impacts of erosion, severe weather events, and rising sea levels. A funding plan for the initial construction of beach and dune nourishment has already been established by Flagler County, however a funding strategy for the ongoing beach and dune maintenance will be needed as well. Our consultant, Olsen | Foth Inc., has provided us with estimated project costs for periodic renourishment which would take place every 6 years, along with the equivalent annual cost for each section.

Table 2

Periodic Maintenance Costs		
Segment	Equivalent Annual Cost (EAC)	Total Project Cost (6 years)
Flagler Beach	\$2,588,350	\$15,530,100
Town of Beverly Beach	\$587,733	\$3,526,400
Town of Marineland	As Needed	As Needed
Flagler County Unincorporated	\$8,215,125	\$49,290,750

These projected costs are for planning values only, based on 6-year project intervals. All values subject to change following detailed engineering and permitting, and do not include the cost for annual monitoring, or local funding matches needed for storm related activity.

As part of our funding strategy and ongoing beach nourishment and maintenance, we are proposing to move forward with a municipal service benefit unit (MSBU) for the northern 10+ miles of the barrier island within the unincorporated area of Flagler County. These are for parcels located north of the Town of Beverly Beach and south of the Town of Marineland. This assessment will be split between a base rate, based on the shared benefits each property receives, and the other half will factor in the value of the property. Consideration of this concept will take place at our November 4th Board Meeting beginning at 9am. This essential project is expected to enhance protection for our coastal community, support critical ecosystems, boost quality of life and tourism by maintaining beach quality and accessibility.

While the November 4th decision does not directly affect your jurisdiction, we wanted to make you aware of our intent to move forward, and to extend an opportunity for your community to consider this as an option. To facilitate planning and coordination, we would appreciate any feedback or indication of your municipality’s potential interest in joining this initiative. Our team is available to discuss the detailed plans, projected timelines, and benefits of a collaborative approach in ensuring our coastline remains resilient and sustainable.

Thank you for your ongoing commitment to coastal preservation. Please feel free to reach out to us with any questions or for further clarification.

Sincerely,

Heidi Petito Digitally signed by Heidi
Petito
Date: 2024.10.31 16:33:56
-04'00'

Heidi Petito
Flagler County Administrator

Engineering
1769 E. Moody Blvd., Bldg 2
Bunnell, FL 32110



www.FlaglerCounty.gov
Phone: (386) 313-4001

October 28, 2024

City of Flagler Beach
Mr. Dale Martin
P.O. Box 70
Flagler Beach, FL 32136



Dear Mr. Martin,

Please accept this letter as written notification that the construction of the US Army Corps of Engineers Coastal Storm Risk Management Project in Flagler Beach has been completed. The construction of the beach and dune nourishment included approximately 1,743,897 CY of material that was removed from Borrow Area 3A and placed within the Federal Reaches from R-80 – R-94, and the north and south Non-Federal Reaches between R-77 – R-80 and R-94 – R-96, respectively. Construction began on July 5, 2024 and was completed on August 29, 2024. This work was performed under FDEP Permits 0378136-002-JM and 0379716-002-JN and the BOEM Negotiated Agreement No. OCS-A 0560.

As of the Completion Date of August 29th, 2024, the newly constructed beach and dune within the Federal Reach project limits qualifies for Flood Control and Coastal Emergencies (FCCE) funds for emergency management activities to repair the project after a major coastal storm event. Since Flagler County is the official Local Sponsor for the Federal CSRM Project, the County will make requests to the Army Corps to be considered for FCCE funds after coastal storm events, including the recent Hurricane Milton. The Non-Federal tapers will not be included in the FCCE funding but would qualify for FEMA Category G Public Assistance funds after a declared event. The City of Flagler Beach should take responsibility for making FEMA claims for the non-Federal sections of the project.

Please let us know if you have any questions about the post-construction maintenance requirements, or any monitoring requirements as required by the permits listed above. We look forward to continuing to work together with the city to support your efforts in coordinating with the US Army Corps of Engineers and maintaining the beautiful beach in Flagler County.

Sincerely,

P. Ansley Wren-Key, Ph.D.
P. Ansley Wren-Key, Ph.D.
Coastal Engineering Administrator

cc: Ms. Heidi Petito, County Administrator
Mr. Hamid Tabassian, County Engineer

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Leann Pennington
District 4

Donald O'Brien Jr.
District 5



Flagler County Beach Renourishment

Updated 9/10/2024



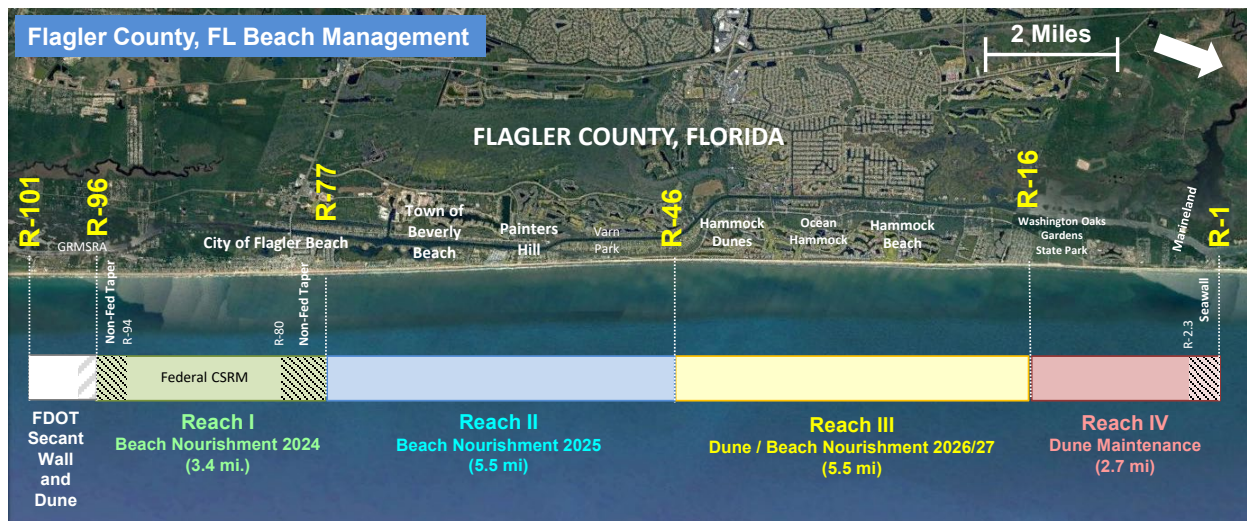
Flagler County Beach Management Program Implementation

Fact Sheet

In 2021, the Flagler County Board of County Commissioners approved a Beach Management Plan that is intended to guide the County through beach and dune restoration and management needs along the 18 miles of Flagler County Atlantic Ocean shoreline for the next 50 years. The Plan identified beach and dune restoration and maintenance as the preferred approach to meet the County’s long-term beach management objectives.

As part of the Plan, the County has identified four (4) beach and dune nourishment reaches along which restoration and management efforts will be pursued. The reaches were identified considering physical characteristics of the beach and dune, funding opportunities that vary between reaches and environmental conditions. The four beach management reaches are:

Beach Management Areas. The location and extent of the four Flagler County beach management reaches are depicted in the figure below.



The reaches were selected with consideration of existing and planned project needs, schedule, and regulatory constraints. The implementation plan for each reach is described below.

Reach I

Project Description:

Reach I is in the City of Flagler Beach coastline between Gamble Rogers Park (R-96) and North 7th Street (R-77) and consists of federal and non-federal segments. The US Army Corps of Engineers (USACE) federal segment between FDEP monuments R-80 (~6th Street South) and R-94 (~ 28th Street South) is a designated Federal Coastal Storm Risk Management (CSRМ) project eligible for a share of federal funds for initial construction costs, long term maintenance costs, and replacement in the case of a declared disaster. The non-federal segments are located on the south and north sides of the federal segment from Gamble Rogers Park to 28th Street South and from 6th Street South to North 7th Street, respectively, which augment the beach and dune nourishment improvements. The southern portion of the County from R-96 to R-101 (Volusia County line), the area along which FDOT is currently building the Secant wall, may be included in the next re-nourishment of Reach I or during Reach II construction, pending funding.

Reach I beach and dune nourishment implementation by offshore dredging to place with approximately 1.7 million cubic yards of sand along approximately 3.4 miles of the shoreline.

Project Funding and Costs:

Federal Segment initial and long-term costs, funding shares and sources as follows,

- Initial Construction Costs: \$25 million at 65% USACE share and 35% FDOT/FDEP share
- Projected long-term Maintenance Costs for the entire Reach I: \$5,127,800 per year with the following cost sharing: 50% (\$2,563,900) USACE share, and 25% (\$1,281,950) FDEP share, and 25% (\$1,281,950) Local share
- The Federal Segment will be eligible for 100% FCCE Restoration Funding following a declared disaster.

Non-Federal Segments initial and long-term costs, funding shares and sources as follows,

- Permitting/Design Costs: \$1 million at 100% paid by FDOT
- Initial Construction Costs: \$3.9 million at 100% paid by FDOT/FDEP
- Projected long-term Maintenance Costs: see above long-term Maintenance Costs.

Project Construction Schedule:

Beach/Dune construction completed August 30, 2024. Installation of dune vegetation, rope and posts, sand fencing, and signage to be completed by Fall 2024.

Challenges: Monitoring and protection of marine habitats during construction phase to avoid and minimize impacts.

Reach II

Project Description:

Reach II includes the northern coastline City of Flagler Beach, Town of Beverly Beach, Painters Hill, and Varn Park between North 7th Street (R-77) and a point about 1,900 feet north of Varn Park. Flagler County is currently seeking to modify existing FDEP and USACE permits to allow for comprehensive beach and dune restoration along the entirety of Reach II.

The initial beach and dune restoration construction project along Reach II will be by dredge from an offshore sand source and consist of 1,800,000 cy along 5.5 miles of shoreline.

Future maintenance of Reach II may include sand placement along sand tapers north and south of the USACE project and in front of the FDOT Secant Wall north of the Volusia County line.

Project Construction Schedule:

The County intends to construct the Reach II in Spring 2025.

Project Funding and Cost:

Initial and long-term costs, funding shares and sources as follows,

- Permitting/Design Costs: \$1 million at 100% FDEP (Post-Ian/Nicole Grant)
- Initial Construction Costs: \$32 million FDEP (Post-Ian/Nicole Grant) with anticipated funding share of \$5 million from FEMA.
- Projected long-term Maintenance Costs: \$5,047,300 per year at 50% FDEP and 50% Local share

Reach II will be eligible for 87.5 % FEMA/FDEM Public Assistance (Cat G) following a declared disaster. Additionally, funding for this beach nourishment project is being sought through the FEMA Hazard Mitigation Grant Program which would provide savings of the FDEP funds in Reach II that could be applied to Reach III.

Challenges:

About 8,000 feet of Reach II shoreline currently is not classified by FDEP as Critically Eroded. This will impact FDEP funding eligibility for Reach II. Flagler County has requested re-review of eligibility by FDEP.

Reach III

Project Description:

Reach III is in north-central Flagler County along the Hammock Dunes, Ocean Hammock, Hammock Beach, and Sea Colony shorelines between point about 1,900 feet north of Varn Park (R-46) and the southern limit of Washington Oaks Gardens State Park (R-16). Flagler County is seeking FDEP and USACE permits to allow for comprehensive beach and dune restoration along the entirety of Reach III. Reach III is 5.5 miles in length.

The scope of the comprehensive beach and dune restoration will be determined through detail design engineering analyses and permitting planned for 2025 - 2026.

Project Construction Schedule:

The County intends to construct the Reach III in 2026/2027 depending on permitting review.

Project Funding and Cost:

Initial and long-term costs, funding shares and sources as follows,

- Permitting/Design Estimated Costs: \$1.5 million at 100% FDEP (Post-Ian/Nicole Grant)
- Initial Construction Costs: \$40 million – Funding of approximately \$15 Million in FDEP grants are pending.
- Projected long-term Maintenance Costs: \$5,659,700 year at 100% Flagler County

Reach III will be eligible for 87.5% FEMA/FDEM Public Assistance (Cat G) following a declared disaster.

Challenges:

- There is widespread nearshore beach rock along this entire reach. The presence and extent of the beach rock is expected to limit the project scope and make permit acquisition difficult.
- The most likely sand sources for beach and dune restoration along Reach III will be upland commercial mines and/or offshore sand in Federal waters. The use of offshore sand will likely require construction of a sand stockpile and movement of the sand to Reach III by truck. Both sand sources will be more expensive than the offshore sand sources used for Reach I and II.
- There is no allowance for hardbottom mitigation costs in this projection.

Reach IV

Project Description:

Reach IV is in northern Flagler County along the Washington Oaks Gardens State Park, Matanzas Shore, and Marine Land shoreline between the southern limit of Washington Oaks Gardens State Park (R-16) and the St. Johns County line (R-1). Flagler County currently holds FDEP and USACE permits that allow restoration and maintenance of the dune from R-2.3, south of the revetment/seawall at Marineland along this reach of the County. Reach IV is 2.5 miles in length.

The dune along Reach IV was restored in 2023 following Hurricanes Ian and Nicole. Because of the widespread beach and nearshore coquina rock along Reach IV, only dune restoration and maintenance are feasible.

Project Construction Schedule:

- The County intends to maintain the dune on an as needed basis.
- The most likely need for future dune maintenance will be following severe storm events.

Project Funding and Cost:

- Projected long-term Maintenance Costs: \$1,293,600 would be needed for dune restoration after major storm events with funding provided by FDEP, FEMA, and Flagler County.
- Reach IV is eligible for 87.5% FEMA/FDEM Public Assistance (Cat B/Cat G) following declared disaster.

Challenges:

- Maintenance of dune will continue to be difficult due to limited access and presence of beach rock.

Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual

For

**FLAGLER BEACH
COASTAL STORM RISK MANAGEMENT PROJECT**

FLAGLER COUNTY, FLORIDA

October 2024



**US Army Corps
of Engineers** ®
Jacksonville District

Engineering Division

Table of Contents

1	INTRODUCTION	3
1.1	Purpose	3
1.2	Policy	3
1.2.1	Operations.....	3
1.2.2	Maintenance, Repair, Replacement and Rehabilitation	3
1.3	Project Authorization	4
1.4	Project Partnership Agreement	4
1.5	Project Location	4
1.6	Project Description.....	5
1.6.1	Non-Federal Additions	Error! Bookmark not defined.
2	GENERAL PROCEDURES FOR OMRR&R	6
2.1	General Regulations.....	7
3	SPECIFIC OPERATIONS AND MAINTENANCE REQUIREMENTS.....	7
3.1	Operations	7
3.1.1	General.....	7
3.1.2	Monitoring Program	8
3.1.3	Inspections	9
3.1.4	Reporting.....	9
3.2	Maintenance	10
3.2.1	General.....	10
4	PERIODIC NOURISHMENT INTERVAL.....	11
5	PUBLIC LAW 84-99 DISASTER RELIEF.....	12
5.1	Policy	12
5.2	Eligibility	12
5.3	Extraordinary Storm.....	12
5.4	Combined Public Law 84-99 and Periodic Nourishment	12
6	STORM PREPARDNESS AND RESPONSE	13
7	POST CONSTRUCTION ENVIRONMENTAL MONITORING REQUIREMENTS.....	14

Appendices

Appendix A – Executed Project Partnership Agreement	1
Appendix B – Florida Department of Environmental Protection Joint Coastal Permit.....	1
Appendix C – As-Built Documents	1
Appendix D – Engineer Regulation 1110-2-2902	1
Appendix E – Inspection Report Forms and Survey Sheets	1
Appendix F – Estimated Budget for Physical Monitoring Requirements.....	1
Appendix G – Policy Guidance Letter No. 27	1

Figures

Figure 1: Project Location	5
----------------------------------	---

Tables

Table 1: Monitoring Schedule Per FDEP Permit Conditions	9
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1 INTRODUCTION

1.1 Purpose

This Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) Manual is prepared in response to section 912(b) (1) of the Water Resources Development Act of 1986 (PL 99-662) which amended section 221 of PL 91-611 to include the following:

"The Secretary may require compliance with any requirement pertaining to cooperation by non-Federal interest in carrying out any water resources Project authorized before, on, or after the date of enactment of this Act."

The purpose of this manual is to assist the non-federal Project Sponsor, Flagler County, with information and advice as to the operation and maintenance of the Coastal Storm Risk Management (CSRM) Project.

1.2 Policy

Under the provisions of the Water Resources Development Act of 1986 (WRDA 86) and the resulting policies, beach fill projects are formulated to provide protection for oceanfront infrastructure, roads, and utilities and to reduce the amount of damage caused by coastal erosion from storm events. The non-Federal sponsor must operate, maintain, repair, replace and rehabilitate the completed project. Federal beach fill projects include the provision for continued Federal participation through periodic nourishment including design and construction. For funding and cost sharing purposes, periodic nourishment is considered to be "construction". Periodic nourishment is undertaken when necessary to replace storm induced losses of the beach, berm, or dune to prevent erosion of the beach design section.

The following definitions apply for OMRR&R for beach fills which are recommended for authorization with continued Federal construction participation in periodic nourishment. It is recognized that the non-Federal responsibilities at existing projects may vary from these definitions.

1.2.1 Operations

Operations are the non-Federal sponsor's continuing oversight activities that ensure the beach design section provides coastal storm risk management and promotes and encourages safe and healthful public enjoyment of the recreational opportunities provided by the beach fill. Operation activities include protection of dunes, prevention of encroachments, and monitoring of beach design section conditions. Operations are a non-Federal sponsor responsibility and there is no Federal financial participation in operations activities.

1.2.2 Maintenance, Repair, Replacement and Rehabilitation

For a beach fill there is generally no meaningful distinction between maintenance, repair, replacement, and rehabilitation. A beach fill project is designed to provide a certain level of erosion and storm surge protection to landward facilities through the sacrifice of project fill material. The protection provided depends on the berm and dune crest elevation and the amount and characteristics of sacrificial sand

maintained within the project design section. The project function depends on maintenance of the horizontal and vertical dimensions of the project design section. Preservation of this design section can be achieved through a combination of the following activities which generally describe the non-Federal sponsor's responsibility for maintenance, repair, replacement, and rehabilitation. These activities must be completed in accordance with the State of Florida's environmental laws and conditions:

- Grading and reshaping the beach and dune using sand within the project design section.
- Maintenance of dune vegetation, sand fencing, post and rope, dune information signs, dune crossovers, and other pedestrian access ways.

1.3 Project Authorization

Authorization for construction of the Flagler County Project was provided in Section 1401 (3)(2) of the Water Resources Development Act of 2016, Public Law 114-322. Although, initially authorized as a Hurricane and Storm Damage Reduction (HSDR) Project, per Office of Counsel the project will here forward be known as a Coastal Storm Risk Management Project (CSRМ).

The final Integrated Feasibility Study and Environmental Assessment were completed in September 2014, and revised in October 2014, and revised again in April 2015. The Chief of Engineer's Report was signed on December 23rd, 2014, recommending beach and dune nourishment within a portion of Flagler Beach. These reports and related appendices can be found at:

<https://www.saj.usace.army.mil/Missions/Civil-Works/Shore-Protection/Flagler-County/>

1.4 Project Partnership Agreement

The Project Partnership Agreement (PPA) between the Department of the Army and the Project Sponsor, Flagler County, was executed on July 23, 2019, and is included in **Appendix A**. The executed PPA defines the overall responsibilities of the Federal government and the Project Sponsor regarding financial needs, real estate requirements, etc. This manual will serve to further define all OMRR&R responsibilities of the Project Sponsor.

1.5 Project Location

The Project is located on Flagler Beach in Flagler County which is located on the northeast coast of Florida approximately midway between the Florida-Georgia state line and Cape Canaveral (Figure 1). The county is bounded to the north by St. Johns County and to the south by Volusia County. The project covers approximately 2.5 miles of shoreline between FDEP Range monuments R-80 and R-94.

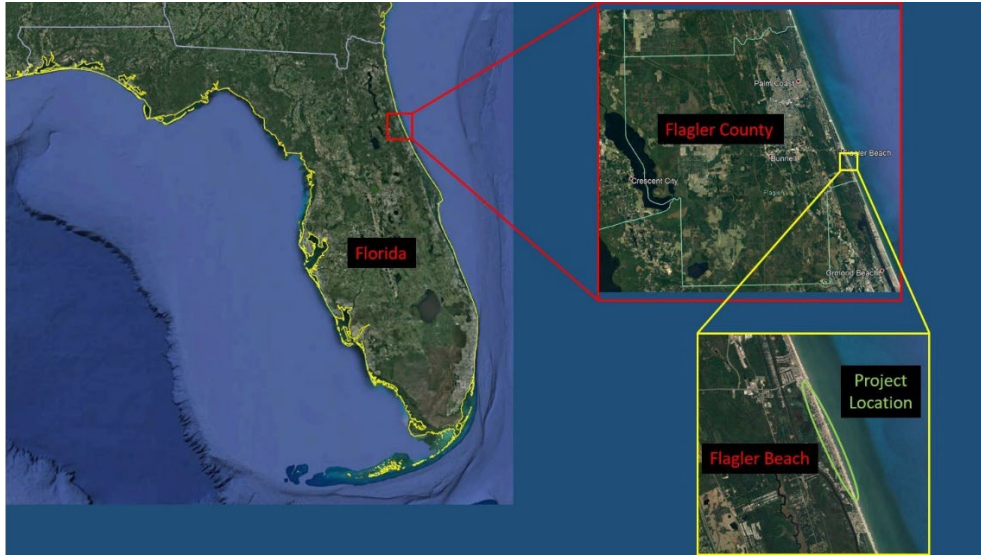


Figure 1: Project Location

1.6 Project Purpose

The purpose of this Project is to protect oceanfront infrastructure, including State Road (SR) A1A, from shoreline erosion and storm events. SR A1A is an integral part of the County’s infrastructure as it is the only north-south hurricane evacuation route for communities in this area. Therefore, it is important to maintain the road and shoreline to ensure public safety during evacuation events.

1.7 Initial Construction

Initial construction of the Flagler CSRSM Project was performed under Florida Department of Environmental Protection (FDEP) Permit No. 0378136-001-JC (Appendix B), which was issued by the FDEP on February 11, 2020, and modification 0378136-002-JM, which was issued August 15, 2023.

The 2024 Flagler Beach CSRSM Project was constructed from 5 July 2024 to 5 September 2024, placing 1,427,439 cubic yards of material within the Federal portion of the project between R-80 to R-94. Construction was performed by Great Lakes Dredge and Docks Inc. (Great Lakes) using the hopper dredges R.B. Weeks and Magdalen. The project involved the hydraulic excavation of sand from offshore borrow area 3A, located in federal waters approximately 10.25 nautical miles from the project shoreline. Additional areas of shoreline between R-77 to R-80 and R-94 to R-96 were restored at 100% non-federal cost. Great Lakes placed 241,339 cubic yards between R-77 and R-80 and 113,432 cubic yards between R-94 and R-96.

The constructed fill template consisted of a dune and beach berm. As-built plans of the Project, as well as the Post-fill Sand Sampling Report are provided in Appendix C.

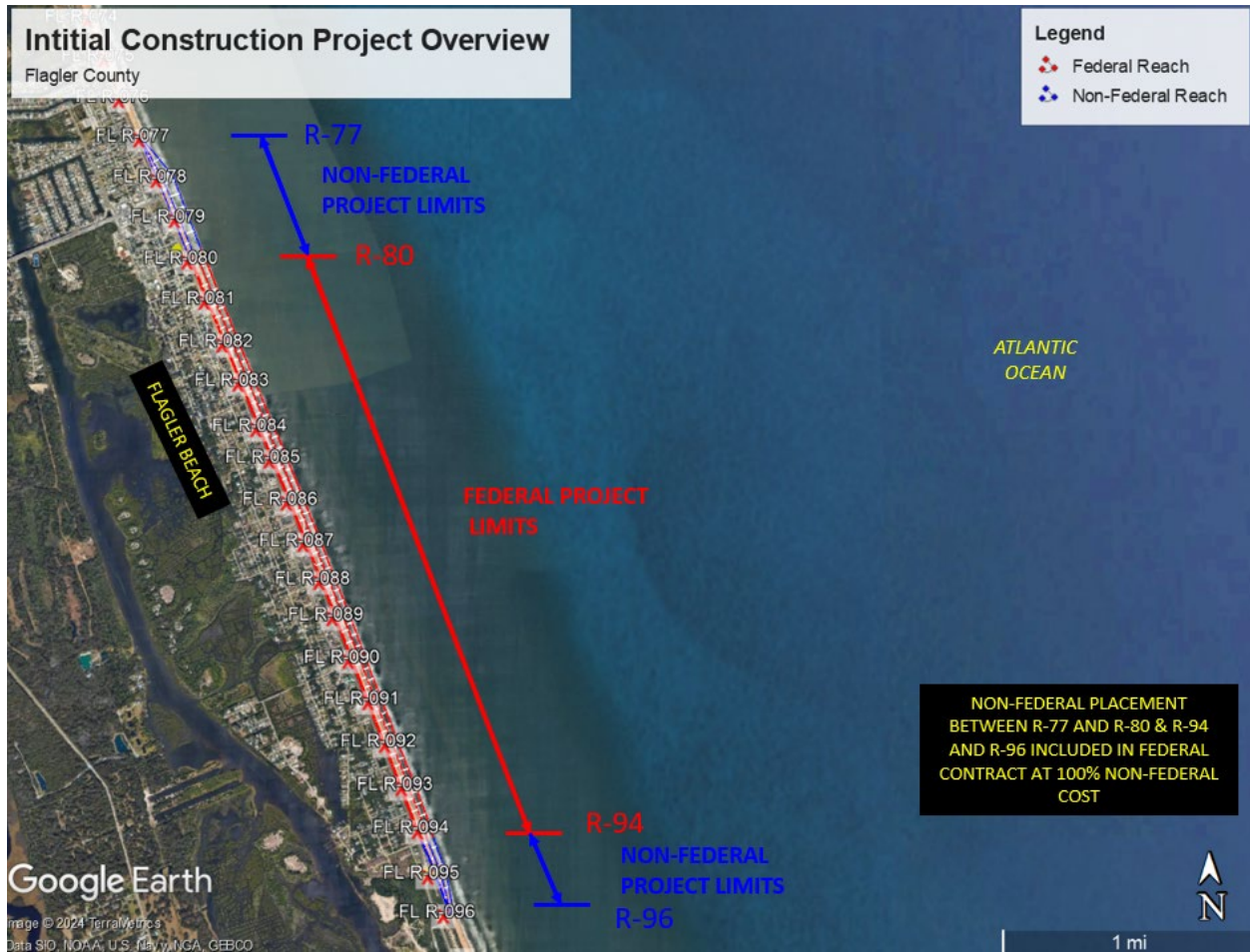


Figure 2: Initial Construction – Project Overview

1.7.1 Additional Non-Federal Work during Initial Construction

At the request of the Project Sponsor, Flagler County, two adjacent areas of beach were added to the construction contract at 100% non-Federal cost. has an adjacent beach renourishment project, in which portions of that project were included in this initial construction of the Federal project. The County-permitted project template was constructed to the north and south of the Federal CSRМ between R-77 to R-80 and R-94 to R-96. These extensions will improve the performance of the Federal project by allowing for a more gradual alongshore diffusion of the placed material.

2 GENERAL PROCEDURES FOR OMRR&R

2.1 General Regulations

This manual is to assist in the maintenance and operation requirements of the Project in accordance with approved regulations, and as prescribed in ER 1110-2-2902 (see Appendix D). The following general regulations are prescribed to govern the maintenance of the Coastal Storm Risk Management Project for Flagler County:

1. The Project Sponsor will be responsible for the efficient operation and maintenance of the Project and for inspection and maintenance of the Project works, all without cost to the Federal government (excluding periodic nourishment when defined as construction).
2. No encroachment or trespassing, which will adversely affect the efficient operation of maintenance of the project works, will be permitted upon the project footprint without prior coordination with the U.S. Army Corps of Engineers (USACE). Such encroachments may include, but are not limited to, recreation, construction, development, landscaping, or other public or private uses of the project dune that may disturb or hinder the growth of dune vegetation, except as approved by FDEP in coordination with USACE.
3. Any improvements passed over, under, or through the berm, dune, or excavation, any construction permitted within the limits of the project footprint, or any other changes are subject to review by the District Engineer or their authorized representative and may be subject to Section 408 Review by USACE.
4. It will be the duty of the Project Sponsor to submit an annual report to the District Engineer covering the inspection and maintenance of the project. The report should cover such items as the number of inspections made, the condition of the berm, the condition of the vegetative cover, maintenance work needed, maintenance work completed, and costs since the last report. The report should also cover the condition of and changes to public access facilities (e.g., parking lots, walkways, and walkovers). This report is separate from the annual physical monitoring required by the FDEP. Instructions and sample forms for submission of periodic inspection and maintenance reports for the project are enclosed (Appendix E).

3 SPECIFIC OPERATIONS AND MAINTENANCE REQUIREMENTS

3.1 Operations

3.1.1 General

33 U.S. Code § 426e (Federal aid in protection of shores) states, “When in the opinion of the Chief of Engineers the most suitable and economical remedial measures would be provided by periodic beach nourishment, the term “construction” may be construed for the purposes of sections 426e to 426h–1 of this title to include the deposit of sand fill at suitable intervals of time to furnish sand supply to Project shores for a length of time specified by the Chief of Engineers.” By this provision, periodic nourishment is

considered construction and not maintenance, and therefore is cost shared. The Recommended Plan involves initial construction and periodic nourishment and is technically “beach nourishment.” Physical (topographic and bathymetric) and environmental surveys supporting beach nourishment are cost-shared activities included in the total Project cost for initial and periodic nourishment. The operations, maintenance, repair, rehabilitation, and replacement (OMRR&R) anticipated for this Project includes any necessary long-term topographic and bathymetric surveys (different from those supporting beach nourishment activities) of the placement area and adjacent areas, and a monitoring report on an annual basis for 3 years following construction and then biennially until the next construction event. Other OMRR&R items may include revegetating the dune as needed between nourishment activities (per Policy Guidance Letter No. 27 (11/17/92)), scarp repair, and beach tilling. The operations and maintenance will also include the items of local cooperation. These items entail publicizing floodplain information, ensuring continued conditions of public ownership and use of the shore, performing surveillance of the beach, and any specific directions prescribed by the government.

3.1.2 Monitoring Program

The monitoring program requires acquisition of Project-specific data to include topographic and bathymetric surveys of the beach, offshore, and borrow site areas and engineering analysis and reporting. The monitoring program is necessary for the US Army Corps of Engineers, the Project Sponsor, and the regulatory agencies to regularly observe and assess the performance of the Project and adjacent shorelines with quantitative measurements. The general objectives of this monitoring program are to:

- Evaluate the post-construction performance of the Project area and adjacent shorelines.
- Provide design guidance of the need for any adjustments or modifications for future beach maintenance activities.
- Identify the need and timeline for renourishment.

The monitoring program is intended to parallel the FDEP permit conditions, as described in FDEP Permit No. 0378136-001-JC and any subsequent modifications. The primary components of the Physical Monitoring Plan are:

- Beach profile surveys
- Borrow area surveys
- Engineering analysis and reporting

These activities will be carried out in the project area and along the adjacent shorelines as described in the Permit Physical Monitoring Plan for each component. This monitoring plan may be revised later by written request of the permittee and with written approval of the FDEP. Table 1 summarizes the schedule for physical monitoring with respect to initial nourishment. This schedule continues biennially until the next beach nourishment event or the expiration of the project design life, whichever comes first. Renourishment of the project will require the physical monitoring schedule to begin again. A summary of the estimated costs and cost share to perform the following physical monitoring activities through three

years post-construction is included in Appendix F. The USACE will cost share physical monitoring activities with the Project Sponsor through the three-year post-construction monitoring report, after which point all physical monitoring activities will be the responsibility of the Project Sponsor. It is further recommended by USACE that the Project Sponsor conduct beach profile surveys in the years between permit-required biennial monitoring in order to document beach conditions ahead of hurricane season as may be needed for documentation of damages under the Flood Control and Coastal Emergencies Act.

Table 1: Monitoring Schedule Per FDEP Permit Conditions

Monitoring Event*	Beach Profile Surveys	Borrow Area Survey	Report
Pre-Construction	X	X	
Post-Construction	X	X	X
Year 1	X		X
Year 2	X	X	X
Year 3	X		X
Year 4			
Year 5	X		X

* This schedule continues biennially until the next beach nourishment event or the expiration of the Project design life, whichever comes first. The biennial monitoring elements match those identified for Year 5.

3.1.3 Inspections

Inspect the condition of the project concurrently with the annual beach surveys, as well as beach surveys conducted after major storm events. Provide the survey information and an engineering evaluation to the District Engineer. The principal purpose of the inspection is to investigate whether:

- Any obvious settlement, sloughing or material loss has taken place,
- Any movement of beach material is significantly affecting other infrastructure along the project shore,
- any suspected encroachments into project rights of way have occurred, and
- Walkways or other public access features on public lands or project rights-of-way are in good condition (i.e., not derelict or a safety hazard) and are not causing excessive wind or wave erosion.

Following the inspection, advise the District Engineer of any situation that may affect functioning of the project (e.g., excessive disturbance of sand or dune vegetation) and correct any project deficiencies that fall within the scope of maintenance. Include the identification of any walkways, walkovers, or structures that are in a condition visibly inconsistent with FDEP general guidelines (e.g., excessive footprint, inappropriate siting or design, unsuitable materials or construction methods). Appendix E includes sample forms to be used during inspections.

3.1.4 Reporting

Submit an engineering monitoring report and monitoring data to the District Engineer following each survey. The report will summarize and discuss the survey data and the performance of the project and identify erosion and accretion patterns within the monitoring area. The report will include plots of beach

profile surveys as well as tables and graphic illustrations of volumetric and shoreline position changes. Results will be analyzed for patterns, trends, and changes between monitoring surveys and cumulatively since project construction. At a minimum, the report must include:

- The most recent mean high-water shoreline position in comparison with the previous year condition, the pre-construction condition, and the design construction template at each R-monument location in the project area.
- The measured volume change experienced over the previous year, since the most recent beach nourishment, and the pre-construction condition above the mean high-water line and above the depth of closure at each R-monument location in the project area.
- The current volume required to fill the project design construction template at each R-monument location in the project area.

The report must also include other beach conditions or trend analyses the Project Sponsor deems useful in assessing the performance of the project both quantitatively and qualitatively.

In monitoring periods during which the borrow area is surveyed, include in the report the volume remaining and distribution of infilling of the borrow area. Geotechnical data and analysis of beach sand sampling (when conducted), including a comparison to the native sand characteristics, must be included in the post-construction report or as a separate report. Aerial photographs (when collected) must be included in the report as an appendix.

3.2 Maintenance

3.2.1 General

The Project Sponsor will provide such maintenance (excluding periodic nourishment when defined as construction) as is required to ensure serviceability of the beach berm, dune, and foreshore for erosion control during storms and for recreation during non-storm periods. The Project Sponsor will ensure that:

1. Devices and/or vegetation used to capture sand are preserved and replaced when needed, subject to the requirements of the State of Florida's environmental laws and conditions and in accordance with Policy Guidance Letter No. 27 (dated 11/17/92; Appendix G) in order to maintain dune integrity.
2. Hazardous conditions are eliminated where possible, and the beach is kept free of trash and hazardous debris during periods of recreational use. Hazardous conditions which cannot be eliminated are clearly marked and isolated from public access to the extent practicable.
3. All dune signs, information signs, and post and rope stanchions are maintained and/or removed in accordance with the State of Florida environmental laws and regulations. These activities are not the responsibility of the Federal Government.

4. All public access facilities and other recreational amenities, such as public parking, restrooms, dune walkovers, and other pedestrian accesses, are maintained in serviceable condition to allow for safe and unimpeded access by the public to the recreational beach area.

3.2.2 Section 408 Administration

Under Section 408 of Title 33 of the U. S. Code, USACE maintains the sole authority to grant permission for temporary or permanent alterations to USACE Civil Works projects via administration of the “Section 408” Program. The Project Sponsor is responsible for ensuring that all development on or near the project that may modify or alter the project or affect the performance of the project be routed for approval through the Jacksonville District’s Section 408 Program. Inquiries, permit application, and 408 requests can be directed to the Jacksonville District Regulatory Division or the Jacksonville District Section 408 Coordinator.

<https://www.usace.army.mil/Missions/Civil-Works/Section408/>
<https://www.saj.usace.army.mil/408/>
<https://www.saj.usace.army.mil/Missions/Regulatory/>

3.2.3 Perpetual Beach Storm Damage Reduction Easements

Perpetual Beach Storm Damage Reduction Easements (PBSDRE) have been acquired by the Project Sponsor over all private property within the project’s footprint in order to ensure that the project can be maintained by USACE in perpetuity and that the lands upon which Federal dollars are expended for sand placement remain freely accessible to the public. The Project Sponsor will ensure that:

1. PBSDREs for the full project footprint established prior to initial construction are maintained in good standing without alteration unless coordinated with and approved by the Jacksonville District Real Estate Division.
2. No development is allowed that would encroach into these easements, violate their conditions, or otherwise impede the ability of USACE to perform the project in the future.
3. No entity, public or private, will restrict the ability of the public to access any area of the project footprint except as required by law to protect the integrity of the dune and vegetation thereon.

4 PERIODIC NOURISHMENT INTERVAL

Planning for periodic events will be based on the physical condition of the berm width and the volume required to restore the construction template. If USACE engineers determine that an altered or updated template is necessary to achieve the intended project function, then use the altered or updated template to determine the required fill volume. A survey of the project area, such as an annual physical monitoring survey or post-storm survey, will be analyzed to determine if the project is performing as expected. The timing of renourishment events will be based on the condition and erosional trends of the beach as well as more practical concerns such as budget cycles and available funding. During each physical monitoring effort, the time of renourishment will be estimated. Ultimately, monitoring surveys and engineering judgment will be used to make the final determination of if or when renourishment is needed.

5 PUBLIC LAW 84-99 DISASTER RELIEF

5.1 Policy

Public Law 84-99 Funds may be used for the restoration of beach fill projects. During storm events, beach fill projects are designed to sacrifice beach berms and protective dunes to dissipate wave energy and prevent erosion from reaching developed property behind the protective beach and dune system. Replacement of sand on the beach berm and dune is anticipated as part of the continuing functioning of the project. Under the provisions of the Flood and Coastal Storm Emergencies Act (Public Law 84-99, as amended) the USACE is authorized to repair and restore, at 100 percent Federal cost, Federally authorized hurricane or shore protective structures damaged or destroyed by wind, wave, or water action of other than an ordinary nature when, in the discretion of the USACE, such repair and restoration is warranted for the adequate functioning of the structure.

5.2 Eligibility

To be eligible for Public Law 84-99 funds, a beach fill project must be a completed project or must be a completed functional element of a larger project. A beach fill project or functional element is considered to be complete when it has been formally transferred to the non-Federal sponsor for OMRR&R. Public Law 84-99 funds will not be used for uncompleted projects that are eroded by storm events before they are transferred to the non-Federal sponsor. Uncompleted projects that are eroded by storm events before they are formally transferred to the non-Federal sponsor will be restored to their design dimensions. Costs will be shared by the non-Federal sponsor as project construction costs under the terms of the PPA.

5.3 Extraordinary Storm

To be eligible for use of Public Law 84-99 funds, a beach fill project must be substantially eroded by wind, wave, or water action of other than an ordinary nature. It is difficult to precisely define an “extraordinary” storm. Therefore, the determination of whether a storm qualifies as extraordinary will be made by the Director of Civil Works in consultation with the Assistant Secretary of the Army for Civil Works (ASA-CW). The severity of the storm will be discussed in a Project Information Report (PIR) which accompanies the Project Approval/Funding Request to the Director of Civil Works. The report provided by the District will include a description of the damaging storm(s) in relation to established parameters for coastal storms including shoreline recession, storm surge elevation and duration, wave height, and wave interval. The report and subsequent funding for emergency renourishment is subject to approval by USACE HQ.

5.4 Combined Public Law 84-99 and Periodic Nourishment

In some cases, Project Sponsor may wish to fully restore a beach fill project where only a partial restoration is justified under the provisions of Public Law 84-99. In these cases, a cost allocation recommendation for the complete restoration project will be made between emergency response under Public Law 84-99 (100 percent Federal cost) and periodic nourishment under the terms of the PPA. This recommended cost allocation and its rationale will be presented in the PIR.

6 STORM PREPAREDNESS AND RESPONSE

1. When the National Hurricane Center issues a hurricane "watch" for an area in the vicinity of the Project, a storm preparedness plan should be put into effect by the local government to address the area without regard to any protection that may be afforded by the Project.
2. In advance of a significant coastal storm, such as a hurricane, preparation should be made to inspect the Project area, including identifying any object(s) that are considered potential hazards to life and property which can reasonably be removed and stored, if warranted. The pre-storm condition of the Project area should be documented by taking photographs at fixed locations that can be duplicated after the passing of the storm. Photographs are typically taken at public beach accesses, with adjacent locations no more than 1 mile apart. Photographs should be documented with the date, time, and location they were taken (GPS coordinates from phone or better). Beach profile surveys collected as part of annual physical monitoring may also be utilized as pre-storm documentation. Annual beach profile surveys should be collected in late spring or early summer, typically between May and July, to capture conditions prior to the typical coastal storm season. During years that beach profile surveys are not required by the FDEP permit, as previously outlined paragraph 3.1.2, surveys should still be collected for purposes of pre-storm documentation. All costs associated with initial damage surveys will be the responsibility of the Project Sponsor.
3. Within one week of a significant coastal storm, as safe conditions dictate, a preliminary damage inspection of the Project area should take place. Photographs should be taken at the same fixed locations that were taken prior to the storm. Photographs should be documented with the date, time, and location they were taken. Visual assessments should be made regarding dune and berm conditions (i.e. recession, deflation, scarping, etc.), as well as any beachfront structures relevant to the Project (i.e. beach accesses, parking lots, etc.). Visual assessments should be documented with the date, time, and location they were taken.
4. Within two weeks of a significant coastal storm, a preliminary damage assessment report should be developed, including the pre- and post-storm photographs described above and a summary of the visual assessments made as part of the post-storm inspection. The report should be sent to the USACE Project Manager via electronic mail.
5. If the damage from a coastal storm is deemed to be significant, beach profile surveys to document the post-storm condition should be collected within two months of the passing of the storm. Beach profile surveys should be collected at each FDEP range monument within the Project area and include the entire dune and berm, and extend offshore a distance of no less than 3,000 feet or a depth of -30 feet NAVD88, whichever comes first. All costs associated with post storm damage assessments/initial damage surveys will be the responsibility of the Project Sponsor.

7 POST CONSTRUCTION ENVIRONMENTAL MONITORING REQUIREMENTS

The environmental monitoring program is intended to ensure the protection of threatened and endangered species that may be found within or around the project area. Post-construction environmental monitoring and any subsequent modifications must be conducted in accordance with the FDEP Permit. The components of the environmental monitoring program are 1.) tilling, compaction, and escarpment remediation, 2.) post-construction lighting surveys, and 3.) post-construction monitoring and reporting of marine turtle protection conditions. Tilling, compaction, and escarpment remediation includes the following activities:

1. Compacting sampling
2. Tilling
3. Escarpment surveys
4. Shorebird protection

All elements of the environmental monitoring program are the responsibility of the Project Sponsor. Complete details of these requirements and conditions can be found in the FDEP permit ([Appendix B](#)).

Appendix A – Executed Project Partnership Agreement

Appendix B – Florida Department of Environmental Protection Joint Coastal Permit

Appendix C – As-Built Documents

Appendix D – Engineer Regulation 1110-2-2902

Appendix E – Inspection Report Forms and Survey Sheets

Inspector's Name:				Date:	
Background Information					
Project Name:				Auth. Berm Height (ft):	
Segment:				Auth. Berm Width (ft):	
Authorized Project Length:				Auth. Dune Height (ft):	
Constructed Project Length:				Auth. Dune Width (ft):	
Beach POC1:				Depth of Closure:	
Beach POC2:					
Inspection Site Conditions					
Current Location:				Time:	
				# of Pictures:	
Est. Wind Speed:				Weather:	
Est. Tide Level:				Wave Dir (deg from Perp. To shore):	
Est. Wave HT (ft):				Est. Wave Period (s):	
Notable Features/ Notes:					
Pre-Storm Berm Height (ft):		Post-Storm Berm Height. (ft):		Diff:	
Pre-Storm Berm Width (ft):		Post-Storm Berm Width (ft):		Diff:	
Pre-Storm Dune Height (ft):		Post-Storm Dune Height (ft):		Diff:	
Pre-Storm Dune Width (ft):		Post-Storm Dune Width (ft):		Diff:	

Sketch of Post Storm Beach Profile (see example conditions on Page D-3, courtesy of FDEP):

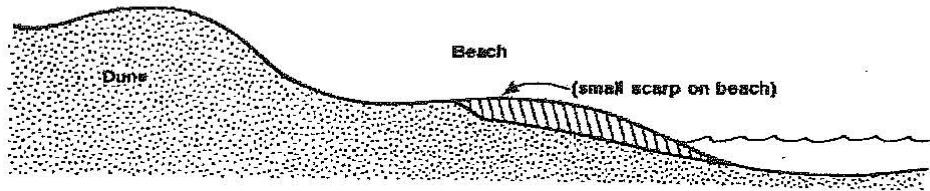
Recommendations:

- (1) Note changes such as deflation of the berm, scarping, and loss of berm or dune
- (2) Take a minimum of 4 pictures at each site inspected (1 in each direction - offshore, onshore, up the coast, and down the coast)

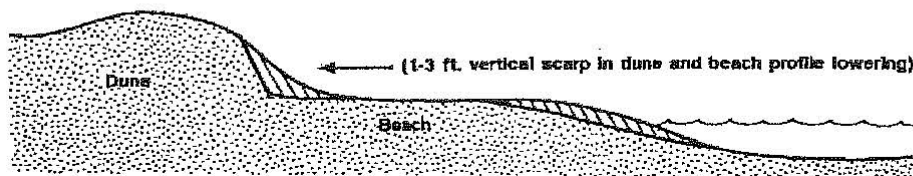
Beach and Dune Erosion Conditions

(provides a qualitative means to describe erosion after a storm event)

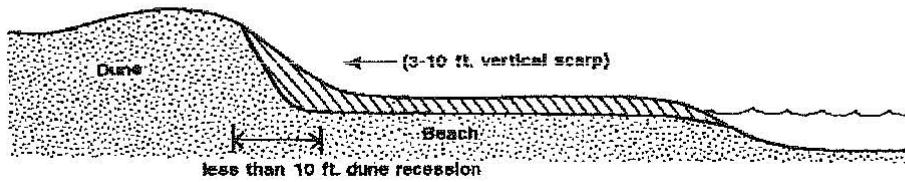
CONDITION I: MINOR BEACH EROSION



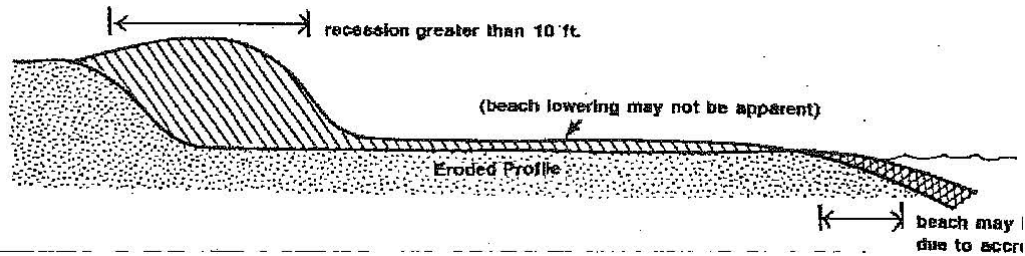
CONDITION II: MINOR DUNE AND BEACH EROSION



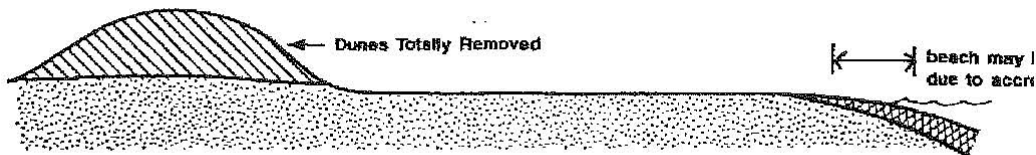
CONDITION III: MODERATE DUNE EROSION AND BEACH PROFILE LOWERING



CONDITION IV: MAJOR DUNE EROSION



OR:



R. R. CLARIC

Appendix F – Estimated Budget for Physical Monitoring Requirements

Appendix G – Policy Guidance Letter No. 27



STAFF REPORT

Regular Commission Meeting

November 14, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: November 6, 2024

Item Name: Approve Tierra, Inc., as a sole source vendor in relation to the Flagler Beach Pier Project drilling Sub-Contractor.

Background: Tierra, Inc., performed the geotechnical pilings report on the pier. Engineers from Moffatt and Nichol have recommended the City direct hire Tierra, Inc., to be the drilling sub-contractor performing the remaining borings and finalizing the pile design recommendations, then require the awarded contractor for the pier to coordinate with Tierra for continuity.

To be compliant with our purchasing and procurement policies we Tierra, Inc., declared as a Sole Source Vendor to have the expense eligible for reimbursement from FEMA.

Fiscal Impact:

Staff Recommendation: Approve Tierra as a Sole Source Vendor.

Attachments: Correspondence and recommendation from Gabe Perdomo P.E., Moffatt and Nichol.

Penny Overstreet

From: Perdomo, Gabriel <GPerdomo@moffattnichol.com>
Sent: Monday, October 28, 2024 11:05 AM
To: Christine Novak
Cc: Dale Martin; Bill Freeman; Penny Overstreet; Hollie Harlan; Rhonda; Drew Smith; hnew@shepardfirm.com
Subject: External - RE: External - RE: FDEM City of Flagler BCH ITB Pier Review

Caution: This email originated from outside the organization. Do not click or open attachments unless you recognize the sender and know the content is safe.

Chris,

The text changes to Div 01 are administrative / editorial / legal in nature and are acceptable. No additional comments from our side.

Regarding Tierra, the geotechnical report is referenced as an appendix rather than included directly as a contract requirement. Bidders will correctly interpret that this recommendation is standard language in geotechnical reports, and that the Contractor may choose their own Drilling Subcontractor and Geotechnical Consultant based on the technical specifications. That said, for continuity it would be advantageous for Tierra to be the Drilling Subcontractor, performing the remaining borings and finalizing the pile design recommendations. Can the City justify the single source authorization? To avoid conflict of interest, Tierra should be hired directly by the City (or MN), and the Contractor would be required to coordinate with Tierra and provide the working platform only. I would still recommend the Contractor hire a third party for the Geotechnical Consultant role, overseeing the pile testing and production driving.

Regarding the dates to finalize the draft documents, we can complete and submit these by Wednesday 10/30. For guidance, if the bid documents are issued on Monday 11/4, here are some suggested milestones to be considered and confirmed by the City:

- Bid Period / Responding to RFIs: 11/4/2024 to 12/10/2024 (~ five weeks)
- Review Bids and Select Contractor: 12/11/2024 to 1/10/2025 (~ four weeks including holidays)
- Contractor Negotiation and Contract Approval: 1/13/2025 to 2/14/2025 (~ four weeks)

I back from vacation – still catching up – but I'd be happy to hop on the phone to talk through any questions. In the interim, we're working on the bid package for submittal this Wednesday.

Gabe

Gabriel Perdomo, PE
 Senior Project Manager | Coastal Engineer

Moffatt & Nichol
 501 E Kennedy Boulevard, Suite 1910 | Tampa, FL 33602
 D +1 (813) 463-4433 | O +1 (813) 258-8818 | M +1 (813) 695-9562
 E gperdomo@moffattnichol.com

Ordinance no. 2024-__

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE BORROWING OF MONEY IN AN AMOUNT NOT TO EXCEED TWENTY-ONE MILLION DOLLARS FOR THE PURPOSE OF FINANCING CERTAIN REPAIRS AND THE REPLACEMENT OF DAMAGED PORTIONS OF THE FLAGLER BEACH FISHING PIER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Flagler Beach Fishing Pier incurred significant damage caused by Hurricanes Matthew, Nicole, and Ian; and

WHEREAS, the City Commission (the "Commission") of the City of Flagler Beach, Florida, (the "City") has determined that it is necessary and desirable to borrow funds to finance the repair and replacement of damaged portions of the Flagler Beach Fishing Pier (the "Project") in advance of receipt of certain grant proceeds described herein;

WHEREAS, the City wishes to borrow funds from a financial institution (the "Loan") in an aggregate principal amount not to exceed \$21,000,000 for the purpose of financing the Project and paying the related fees and costs of entering into the Loan;

WHEREAS, it is in the City's best interest and a valid and proper municipal purpose to enter into the Loan to finance the Project;

WHEREAS, pursuant to the terms of that certain Hurricane Matthew Disaster Declaration (FEMA-4283-DR-FL) Federally Funded Public Assistance Agreement, with an effective date of January 7, 2017, by and between the State of Florida Division of Emergency Management and the City, the City was awarded federal funding from the Federal Emergency Management Agency ("FEMA") to be applied to the costs of the Project (the "FEMA Grant"); and

WHEREAS, pursuant to the terms of that certain State of Florida Department of Environmental Protection Standard Grant Agreement, dated March 25, 2024, by and between State of Florida Department of Environmental Protection ("FDEP") and the City, as amended on April 22, 2024, the City was awarded state funding to be applied to the costs of the Project (the "FDEP Grant", and collectively with the FEMA Grant, the "Grants"); and

WHEREAS, the City has determined that it is in the best interest of the City and its inhabitants to obtain the Loan in order to finance the Project and seek reimbursement pursuant to the Grants; and

WHEREAS, the City's repayment obligations under the Loan shall be evidenced by a promissory note which shall be payable solely from a covenant to budget and appropriate from legally available non-ad valorem revenues of the City (the "Non-Ad Valorem Revenues") and

amounts received by the City pursuant to the Grants to assist with the costs of the Project (“Grant Receipts”); and;

WHEREAS, the City issued a request for proposals for the Loan on September 20, 2024 and is seeking competitive bids to provide the financing;

WHEREAS, the Loan shall bear a variable rate of interest and have a final maturity no later than November 1, 2028;

WHEREAS, Section 2.10(b)(6) of the City Charter requires the City Commission to authorize the borrowing of money by ordinance; and

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

SECTION 1. The above stated recitals are hereby incorporated as part of this Ordinance.

SECTION 2. The City Commission is hereby authorized to borrow funds in an amount not to exceed twenty-one million dollars (\$21,000,000) for the purpose of financing the costs of the Project and paying the related fees and costs of entering into the Loan.

SECTION 3. The Mayor, the City Manager and other authorized officers and employees of the City are hereby authorized to take any and all necessary actions in connection with the Loan and to negotiate the terms and provisions of a loan agreement, in a form consistent with the terms hereof and to submit such loan agreement to the City Commission for approval by supplemental resolution; provided, the Loan bears a variable rate of interest and has a final maturity no later than November 1, 2028. THE LOAN AUTHORIZED UNDER THIS ORDINANCE AND THE OBLIGATION EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE CITY, OR ANY PART THEREOF, BUT SHALL BE PAYABLE FROM PROCEEDS OF THE GRANTS AND A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES. NOTHING AUTHORIZED UNDER THIS ORDINANCE SHALL BE CONSTRUED AS OBLIGATING THE CITY TO REPAY THE LOAN OR THE INTEREST THEREON EXCEPT FROM PROCEEDS OF THE GRANTS AND A COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, OR AS PLEDGING THE FAITH AND CREDIT OF THE CITY, FLAGLER COUNTY, FLORIDA OR THE STATE OF FLORIDA OR ANY OTHER POLITICAL SUBDIVISION THEREOF, OR AS OBLIGATING THE CITY, FLAGLER COUNTY, FLORIDA OR THE STATE OF FLORIDA OR ANY OTHER POLITICAL SUBDIVISION, DIRECTLY OR INDIRECTLY OR CONTINGENTLY, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR.

SECTION 4. All ordinances, resolutions, charter provisions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. If any section, subsection, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereto.

[Remainder of page intentionally left blank]

SECTION 6. This Ordinance shall become effective immediately upon its enactment.

**CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION**

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

PASSED ON FIRST READING THIS ____ DAY OF OCTOBER, 2024.
PASSED AND ENACTED THIS _____ DAY OF NOVEMBER, 2024.

City of Flagler Beach, Florida
Line of Credit Note, Series 2024 (Bank Loan)
Timetable
 September 11, 2024 DRAFT

Section 8, Item a.

September - 2024							October - 2024							November - 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30

DATE	EVENT	RESPONSIBILITY
Sep 17	Issue Bank Loan RFP	City/FA
Oct 8	Bank Loan RFP Responses Due	City/FA
Oct 10	Initial Draft of Ordinance Circulated	NC
Oct 15	Revised Draft of Ordinance Circulated	NC
Oct 16	Agenda Submission Deadline for 10/24 Commission Meeting (Ordinance)	NC/City
Oct 17	Drafts of Resolution and Loan Agreement Circulated	NC
Oct 24	City Commission Meeting – 1st Reading of Ordinance	City
Oct 25	Revised Drafts of Resolution and Loan Agreement Circulated	NC
Oct 30	Initial Drafts of Closing Documents Circulated	NC
Nov 6	Agenda Package Submission Deadline for 11/14 Commission Meeting (Resolution & Exhibits)	NC/City
Nov 7	Revised Draft of Closing Documents Circulated	NC
Nov 14	<ul style="list-style-type: none"> Pre-Closing / Signing City Commission Meeting – 2nd Reading of Ordinance & Approval; Approval of Resolution 	All City
Nov 18	Closing / Transfer of Funds	All

City City of Flagler Beach, FL
 NC Note Counsel
 FA Financial Advisor
 BK Bank
 BKC Bank Counsel
 ALL Working Group

Ad Preview

Section 8, Item a.

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

ORDINANCE NO. 2024-21

AN ORDINANCE IF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE BORROWING OF MONEY IN AN AMOUNT NOT TO EXCEED TWENTY-ONE MILLION DOLLARS FOR THE PURPOSE OF FINANCING CERTAIN REPAIRS AND THE REPLACEMENT OF DAMAGED PORTIONS OF THE FLAGLER BEACH FISHING PIER; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2024-22

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS FOR THE PERIOD OCTOBER 1, 2024 8THROUGH SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

City Commission: Thursday, November 14, 2024 @ 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 continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

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ORDINANCE 2024-22

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, FOR THE PERIOD OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Flagler Beach, Florida and the International Union of Police Associations have negotiated in good faith amended terms of the Collective Bargaining Agreement; and

WHEREAS, the bargaining unit has conducted an election regarding the Collective Bargaining Agreement and ratified same; and

WHEREAS, the City Commission of the City of Flagler Beach, Florida, finds that approval of the Collective Bargaining Agreement attached hereto as Exhibit "A" is in the best interest of the City of Flagler Beach.

NOW THEREFORE, be it ordained by the City Commission of the City of Flagler Beach, Florida as follows:

SECTION 1. That the Collective Bargaining Agreement between the City of Flagler Beach, Florida and the International Union of Police Associations, is hereby approved by the City Commission.

SECTION 2. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 3. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4. This Ordinance shall become effective immediately upon its passage and adoption as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

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Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

AGREEMENT BETWEEN
CITY OF FLAGLER BEACH
AND THE
INTERNATIONAL UNION OF
POLICE ASSOCIATIONS

AGREEMENT INDEX

- ARTICLE 1 RECOGNITION
- ARTICLE 2 NON-DISCRIMINATION
- ARTICLE 3 MANAGEMENT RIGHTS
- ARTICLE 4 WORK STOPPAGES
- ARTICLE 5 PERSONNEL RECORDS
- ARTICLE 6 HOURS OF WORK AND OVERTIME
- ARTICLE 7 MILEAGE ALLOWANCE AND TAKE HOME VEHICLES
- ARTICLE 8 DISCIPLINE AND DISCHARGE
- ARTICLE 9 RANDOM ALCOHOL AND DRUG TESTING
- ARTICLE 10 INSURANCE
- ARTICLE 11 LEAVE OF ABSENCE
- ARTICLE 12 WORKER'S COMPENSATION BENEFITS
- ARTICLE 13 VACATION
- ARTICLE 14 SICK LEAVE
- ARTICLE 15 MISCELLANEOUS LEAVES
- ARTICLE 16 HOLIDAYS
- ARTICLE 17 BEREAVEMENT LEAVE
- ARTICLE 18 VOTING
- ARTICLE 19 SENIORITY
- ARTICLE 20 PROMOTIONS
- ARTICLE 21 BULLETIN BOARD

ARTICLE 22 DUES DEDUCTION
ARTICLE 23 ASSOCIATION REPRESENTATIVE
ARTICLE 24 WORKING OFF DUTY
ARTICLE 25 INDIVIDUAL RIGHTS
ARTICLE 26 INTERNAL INVESTIGATIONS/OBLIGATIONS TO THE PUBLIC
ARTICLE 27 GRIEVANCE AND ARBITRATION PROCEDURE
ARTICLE 28 SEVERABILITY CLAUSE
ARTICLE 29 RULES AND REGULATIONS
ARTICLE 30 PENSION PLAN
ARTICLE 31 SAVINGS CLAUSE
ARTICLE 32 EQUIPMENT
ARTICLE 33 UNIFORMS AND EQUIPMENT
ARTICLE 34 EDUCATION
ARTICLE 35 TRAINING
ARTICLE 36 COMPENSATION
ARTICLE 37 PROBATIONARY PERSONNEL
ARTICLE 38 TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION
ARTICLE 39 TERMS OF AGREEMENT
ARTICLE 40 SIGNATURES AND ATTEST

AGREEMENT

This Agreement is entered into by the City of Flagler Beach, Florida, hereinafter referred to as the "City" and the International Union of Police Associations, hereinafter referred to as "IUPA" or "Union."

ARTICLE 1
RECOGNITION

The City hereby recognizes IUPA as the exclusive bargaining representative; as defined in Chapter 447 Florida Statutes as amended for all employees employed in the unit defined by the Public Employees Relations Commission in its Certification No. 1812, which certification includes all personnel in the job titles of Patrolman, Sergeants, Corporals, and Detectives. It is specifically understood by the parties that all other employees of the City of Flagler Beach are excluded from this recognition.

ARTICLE 2
NON-DISCRIMINATION

- 2.1 The parties agree not to interfere with the right of any employee covered by this Agreement to become a member, or to refrain from becoming a member, of IUPA. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, IUPA membership or activity, or lack of IUPA membership or activity, age, or disability.

- 2.2 The City opposes any form of employment discrimination, which is made unlawful under applicable state and Federal law. Any claim of discrimination by an employee against the City, its officers or representatives, shall not be subject to grievance or arbitration under the provision of this contract, but shall be subject only to the method of review prescribed by law.

ARTICLE 3
MANAGEMENT RIGHTS

- 3.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Police Department of the City of Flagler Beach, set standards of service to be offered to the public and to exercise control and discretion over its operation.
- 3.2 The City, except as provided in the Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, and lay off employees; fire, demote and suspend for just cause; transfer employees from location to location, re-hire employees; maintain the efficiency of employees through supervisory personnel; merge, consolidate, expand or close the Department or any part hereof or expand, reduce, alter, combine, assign or cease any positions with adequate notice; control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis, determine the number, location, and operation of headquarters, annexes, divisions, substations and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improve services, maintenance procedures, materials, facilities and equipment.
- 3.3 If the City fails to exercise any one, or more, of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.
- 3.4 The above rights of the City are not all-inclusive but indicate the type of matters, or rights, which belong to and are inherent to the City in its capacity of management and direction of the City of Flagler Beach. Any rights, powers and authority of the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or, modified by this Agreement.
- 3.5 If it is determined that civil emergency conditions exist, including riots, disorders, hurricane conditions, what is judged to be a public danger, or emergency, the provisions of this Agreement may be suspended by Ordinance during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.
- 3.6 However, the exercise of the above rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.
- 3.7 The City and the Commanding Officer of the Police Department acknowledge that the language in this Article is not a waiver of any of IUPA's rights under Federal and Florida statutes nor is it a waiver of any employee or group of employee's rights under Federal or Florida statutes.

- 3.8 When filling an open twelve hour shift, the City shall offer that shift to full time bargaining unit employees as an overtime shift and it shall be given to full time police officers based on seniority and availability.
- 3.9 Temporary vacancies shall be filled in the discretion of management based on scheduling availability and workloads in a manner consistent with Article 6 G. For purposes of this Article, a temporary vacancy shall mean a position unfilled due to staffing constraints or leave for longer than a twelve hour shift.
- 3.10 The City may utilize part time/reserve police officers to temporarily augment manpower requirements to cover special events, natural disasters, and other circumstances where additional manpower may be necessary for the protection and welfare of citizens.

ARTICLE 4
WORK STOPPAGES

The covered employees will not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strikes, work stoppages, slowdowns, job actions, or refusals to perform assigned work. Recognizing that Florida law prohibits the activities enumerated in the sentence above, the parties agree that the City shall retain the right to discharge, or otherwise discipline, some or all of the employees participating in, or promoting any of the aforesaid activities, and the exercise of such rights by the City will not be subject to recourse under the grievance arbitration procedures. It is recognized by the parties that the activities enumerated in the two sentences above are contrary to the ideals of professionalism and to the Police Department's community responsibility. Accordingly, it is understood and agreed that in the event of any violations of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction, or through binding arbitration. For the purpose of this Article, it is agreed that IUPA shall be responsible and liable for any act committed by IUPA's officers, agents, and/or representatives, which act constitutes a violation of State Law or the provisions herein. In addition to all other rights and remedies available to the City under State Law, in the event of a breach of the provisions herein, the City shall have the right to unilaterally and without further notice terminate the Collective Bargaining Agreement and withdraw recognition from IUPA.

ARTICLE 5
PERSONNEL RECORDS

- 5.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided however that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make one duplicate copy at city expense of any item contained in his official personnel file.
- 5.2 Employees shall have the right to file a written response to any letter of reprimand, or other document, which is placed in the employee's official personnel file subsequent to the effective date of this Agreement as a result of supervisory action or citizen's complaint. Any such written response shall be included in the employee's official personnel file together with the letter of reprimand, or other document, against which it is directed.
- 5.3 To the extent permitted by law, and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly, or indirectly, furnish the news media or the public with any employee's home address, telephone number or photograph unless failure to do so would violate the Sunshine Law.
- 5.4 IUPA agrees to neither directly, or indirectly furnishes the news media or the public with the employee's personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by law.

ARTICLE 6

HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

- A. A normal pay period shall consist of two (2) consecutive weeks of eighty-four (84) hours for all covered employees. Nothing herein shall guarantee any employee payment for the work period unless the employee actually works eighty-four (84) hours in such pay period or his/her actual hours worked and his/her authorized compensated leave or sick leave, totals (84) hours as applicable.
- B. Hours worked in excess of eighty-four (84) hours, as applicable in a work period, shall be compensated at the rate of time and one-half of the employee's regular straight time rate. An employee may elect to take compensatory leave time in lieu of pay, where applicable in this Agreement, up to a maximum accumulation of eighty-four (84) hours. All hours in excess of the maximum shall be in the form of pay. An employee separating from the Department on a voluntary or involuntary basis shall receive lump sum payment for accumulated compensatory time. Employees may elect to sell back up to forty (40) hours of compensatory time each year. Request for sell back must be made during the month of October and payout will be made during the month of November.
- C. If any employee covered by this Agreement is called out to work at a time outside his normal working hours, he/she shall receive a minimum of three (3) hours pay at the rate of time and one-half his/her straight time rate or elect to take compensatory leave time in lieu of pay.
- D. The aforementioned minimum call out compensation and the other provisions of paragraph C. of this Article shall apply to require off duty appearances as a subpoenaed witness in the Federal, Circuit, or County Courts on pending criminal, civil, or traffic cases where the employee is involved as a witness, in his official capacity, arresting officer, and/or investigation officer.
- E. No supervisor, or official, shall take action to cause the non-payment of time and one-half when the employee has performed work, which entitles him/her to such payment.
- F. Management will not unilaterally change or alter work schedules solely to avoid the payment of overtime.
- G. The Commanding Officer of the Police Department shall make a good faith effort to assign overtime as equally as possible.
- H. Employees shall be given fourteen (14) calendar days' notice of any permanent change in their regular hours of work; except in case of emergency situations, the Department will avoid scheduling

an employee to work continuous shifts. If an employee is not notified prior to forty-eight (48) hours of a shift change, he/she shall receive one and one-half times the straight time hourly rate for the first twelve hours of the new shift. Fourteen (14) calendar day notice can be waived by the employee.

- I. A shift work schedule will be posted showing the schedule for a period of at least 28 days and will be posted at least fourteen (14) days in advance of the expiration of the previous schedule.
- J. Patrol Shifts will be for twelve (12) hours for all employees covered by this agreement. Employees not assigned to regular patrol duties may be assigned alternate shift schedules at the discretion of the Commanding Officer of the Police Department.
- K. Department meetings will be held on employee's duty time, for the purpose of conveying policy changes and operating procedures, or the discussion of anything pertaining to the operation of the Flagler Beach Police Department.
- L. At no time will volunteers be used to replace the duties, or functions, of regular full-time certified officers. The City may institute a Citizens on Patrol (COP) program to assist full-time certified police officers in accomplishing tasks which do not require the presence and/or authority of a full-time certified police officer. It is not the intention of the City to use the COP program to replace any full-time certified police officer.

ARTICLE 7

MILEAGE ALLOWANCE AND TAKE-HOME VEHICLES

- 7.1 Employees directed and authorized to use their private automobile for personal conveyance only, shall be reimbursed in accordance with the mileage allowance permitted by the City.
- 7.2 The City will make a good faith effort to provide each non-probationary sworn police officer living within a 25-air mile radius of the City of Flagler Beach a marked/unmarked take-home police vehicle (when available) at no cost to the employee. Except as otherwise specifically provided herein, the assigned vehicle will be driven to and from work and to conduct official business only. Employees shall be allowed to drive take-home vehicles to and from a gym or other personal training facility while traveling between their home and work.
- 7.3 The Commanding Officer of the Police Department will have the sole discretion to allow probationary sworn police officers the rights within this article. The Commanding Officer of the Police Department will also have the sole discretion to withdraw the same rights to any probationary sworn police officer at any time.
- 7.4 The Commanding Officer of the Police Department shall have the sole discretion to suspend an employee's use of a take-home vehicle for a period of up to forty-five (45) work days from any employee as a disciplinary measure related to a violation of adopted department policies.
- 7.5 Employees shall adhere to all City of Flagler Beach Police Department policies and rules regarding use of take home vehicles. The City shall be responsible for each vehicle assigned to employees and keep each vehicle in a safe operating condition.

ARTICLE 8
DISCIPLINE AND DISCHARGE

- 8.1 No Employee shall be discharged, or disciplined, except for **JUST CAUSE**.
- 8.2 In the event an employee who has successfully completed his probationary period is discharged, suspended, or demoted, the City will furnish the employee with written notification of reason for the discharge, suspension, or demotion, shall be hand delivered to the employee prior to effective date or sent by certified mail, return receipt requested, to the address of employee as recorded in the City personnel records.
- 8.3 Upon request, any employee may obtain one copy of any written statement, which he personally has given to the City, or Police Department, in connection with any investigation based upon which disciplinary action can, or will be, taken against the employee.
- 8.4 In the event an employee becomes the subject of a formal departmental internal investigation arising from any complaint or allegation, the department shall provide written notification of such complaint, or allegation, to the employee and/or employees and of the disposition of the complaint upon conclusion of the formal investigation. All investigations shall comply with the "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute §§ 112.531 - 112.534.
- 8.5 In the event that an officer, or employee, is charged with conduct which might affect job performance or endanger the public good, such officer, or employee, may with the approval of the City Manager, be suspended with pay, or without pay pending the outcome of the charges.
- 8.6 If an employee is suspended without pay or discharged, and the charge is determined to be unfounded, or he is not guilty, the employee shall receive all back pay retroactive to the time of suspension or discharge.

ARTICLE 9

RANDOM DRUG TESTING

- 9.1 The City, IUPA and the employees covered under this agreement recognize that employee substance and alcohol abuse may have an adverse impact on the operations of the City, the image of the employees and the Department, and the general health, welfare and safety of the employees and the general public.
- 9.2 In an effort to maintain a drug and alcohol-free workplace, employees will be subject to urine drug and/or alcohol testing in accordance with this agreement. Any employee who refuses to comply with a request for drug or alcohol testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be subject to disciplinary action, up to and including termination. Failure to provide an adequate urine sample (consistent with the most current federal rules, regulations and guidelines) without a valid medical explanation from a doctor shall constitute refusal to submit.
- 9.3 Required Drug Testing: Employees covered herein or applicants for positions covered herein will be required to take a drug and alcohol test;
- a. Employment: Prior to employment with the City.
 - b. Transfer: Prior to transferring into or out of any assignment whose primary responsibilities include the enforcement of narcotics/drug laws.
 - c. Vehicle Crash: Whenever an employee is involved in a City vehicle crash/accident, he/she must submit to a test as soon as reasonably possible and prior to the end of their shift.
 - d. Reasonable Suspicion: At any time when "Reasonable Suspicion" exists than an employee has engaged in the illicit use of narcotics, drugs or controlled substances. "Reasonable Suspicion" shall mean an articulated belief based on specific facts and reasonable inferences drawn from those facts.
 - e. Fitness of Duty Examination: Any time an employee is referred to a physician or psychologist for a fitness of duty examination.
 - f. Monthly Random Testing: One (1) sworn Officer, to include the Commanding Officer of the Police Department and Reserve Officers, will be selected randomly and the selected Officer will submit to a drug test (urinalysis).
 - g. After Care Monitoring: Anytime within two (2) years after an employee has tested positive for the presence of alcohol or any of the substances listed in Section ##.3 of this agreement or two (2) years after completing initial rehabilitation, whichever is later is subject to follow up testing.

- 9.4 Random Testing Procedure: The random selection process will be conducted at City Hall on the first Monday of each Month (on the first Tuesday in the case of a City holiday on the 1st Monday). The Commanding Officer of the Police Department and a member of the Union will make the random selection. Each employee will have a specific number that identifies him/her and the selection will be conducted randomly, with all parties present. Should the Commanding Officer of the Police Department become unavailable (vacations, illness, etc.) his/her representative will be present for the random selection. The randomly selected employee shall be contacted during their next regularly scheduled duty assignment day/night and instructed to respond to the City's contracted and licensed provider for testing. The selected employee will be accompanied by a Police Supervisor as designated by the Commanding Officer of the Police Department when staffing allows.
- 9.5 Drugs to be tested for: When an employee or applicant is required to take a drug/alcohol test as required in Section 9.2 of this agreement, a urinalysis test will be given to detect the presence of the following;
- a. Alcohol (Ethanol)
 - b. Amphetamines
 - c. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
 - d. Benzodiazepines
 - e. Benzoyllecgonine (Cocaine)
 - f. Methadone
 - g. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)
 - h. Oxycodone and/or Oxymorphone
 - i. THC (Marijuana Metabolite)
- 9.6 Collection Location and Cost: The City shall select the certified lab/testing facility and will incur the financial costs associated with random drug testing.
- 9.7 Confidentiality of Test Results: All information from an employee's drug and alcohol test is considered confidential and only the City's Human Resource Director will be informed of the test results. The results of a positive test for alcohol or drugs shall not be released until the results are confirmed.
- In any case where the test results may warrant disciplinary action and/or termination proceedings, the test results will be provided to the Commanding Officer of the Police Department.
- 9.8 Refusal to Consent to Testing: Any employee under this agreement that refuses to consent to a drug and/or alcohol test as outlined in Section 9.2 is subject to disciplinary action up to and including termination. The reason for the refusal shall be considered in determining the appropriate disciplinary action. Probationary employees that refuse to consent to random testing or test positive for alcohol or drugs will be dismissed.

- 9.9 Self-Reporting: Any employee who voluntarily reports a substance abuse problem to the City, excluding all drugs not obtained for an originally legitimate medical reason, shall be permitted to use annual leave, holiday leave, sick leave, compensatory leave, or take a personal leave of absence in accordance with the Family Medical Leave Act in order to obtain substance abuse counseling. Such leave requests must also comply with the City's policy for accrued and authorized leave.
- 9.10 Confirmation of Controlled Substance Use: Upon confirmation of controlled substance use, the employee shall be notified by the lab/testing facility within seventy-two (72) hours and shall be provided an opportunity to submit evidence of legal use by prescription to the lab/testing facility.
- a. Additionally, an employee whose drug test yields a positive result shall be given a second test using a chromatography/mass spectrometry (DS/MS) test. The second test shall use a portion of the same test (original) sample from the employee used in the first test. If the second test is determined to have been adulterated, this constitutes a refusal to submit and the employee will be subject to disciplinary action, up to and included termination. When evidence of adulteration is reported and the presence of a drug or drug metabolite is confirmed, the Human Resource Director is not to report the presence of the drug. Under these circumstances the employee is not permitted to have a second urine sample from the original test sample.
 - b. If the second test confirms the positive test results, the employee shall be notified of the results in writing by the Commanding Officer of the Police Department. The letter of notification shall identify the particular substance found and its concentration level. When a test result is reported as substituted, this constitutes a refusal to submit and the employee will be subject to disciplinary action, up to and including termination. Under these circumstances the City will not conduct any additional tests from the original sample.
 - c. Any employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the originally submitted sample at a laboratory approved by the City.
- 9.11 Employees seeking alcohol or drug rehabilitation may request assistance from the Employee Assistance Program (EAP).
- 9.12 The City of Flagler Beach will not discharge, discipline or discriminate against any employee solely based on the fact that the employee has sought treatment, while employed with the City of Flagler Beach, for a drug/alcohol related problem if the employee has not previously tested positive for drugs/alcohol, entered an employee assistance program for drug problems, or entered an alcohol or drug rehabilitation program.

ARTICLE 10
INSURANCE

- 10.1 The City agrees to maintain a Health Insurance plan including hospitalization. Employees covered under this Agreement will be provided individual coverage at City expense. Dependent coverage and any additional premium for plans elected by the employee above the base plan offered by the City will be paid by the employee.
- 10.2 The City agrees that if an employee covered by this Agreement chooses to join, or desires to discontinue the City program, he shall sign a card provided by the City to this effect.
- 10.3 Eligibility for a Health Insurance plan including hospitalization under the City plan shall be on the first day of the month following thirty (30) days from the date of full time employment. Example: Employee hired on the May 10th would not be eligible for coverage until July 1st.
- 10.4 Any employee who suffers a catastrophic injury, as defined in s. 440.02, in the line of duty shall have the entire premium of the employer's health insurance plan shall be paid for by the City for the employee, the employee's spouse, and for each dependent child of the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age of 25 if the child continues to be dependent for support, or the child is a full-time or part-time student and is dependent for support. The term "health insurance plan" does not include supplemental benefits that are not part of the basic group health insurance plan. If the injured employee subsequently dies, the City shall continue to pay the entire health insurance premium for the surviving spouse until remarried, and for the dependent children, under the conditions outlined in this paragraph.

ARTICLE 11

LEAVE OF ABSENCE

- 11.1 The City Manager may grant any bargaining unit member a leave of absence with, or without pay, for a period not to exceed thirty (30) days. Leaves of absence without pay for a period in excess of thirty (30) days, but not more than one year, may be granted only upon the written approval of the City Manager. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holidays, sick leaves, annual leave, and any other benefits based on time spent in the employment of the City shall not accrue, or be credited, during a leave of absence without pay, provided however, the employee may maintain his life insurance and health insurance by paying both his and the City's share of any premiums due, for a period not to exceed ninety (90) days. Merit increases and any other increases for which an employee may become eligible based in whole, or in part, on length of service with the City, shall not be credited during any period of leave of absence. The employee shall be returned to the same salary grade as when he left.
- 11.2 Any employee covered hereunder may be given educational leave for the purpose of taking courses, or attending conferences, and/or seminars directly related to the employee's work as determined by the Commanding Officer of the Police Department. The decision to grant, or not to grant, such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the Commanding Officer of the Police Department.
- 11.3 An employee, who is a member of the National Guard, or an organized military reserved unit of the United States, will be allowed a maximum of seventeen (17) calendar day's leave of absence with pay during any twelve (12) month period when called to active duty or for training with the armed forces. During such period of leave with pay, the employee's benefits continue in the same manner as if he were on active duty with the City.

ARTICLE 12

WORKER'S COMPENSATION BENEFITS

- 12.1 Employees disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Workers' Compensation Law.

- 12.2 Effective upon the ratification date of this collective bargaining agreement, any bargaining unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes and thereby sustains a job related injury or illness as deemed compensable under Chapter 440 shall not be required to use sick, vacation, or other leave for the first seven (7) calendar days of their injury, so long as they have at least forty-eight (48) hours of sick time banked at the time of the injury. Employees opting not to use sick, vacation, or other leaves for the first seven days of their injury as provided herein shall be compensated by the City at the rate equal to the current Workers' Compensation rate for up to seven (7) calendar days prior to Workers' Compensation benefits beginning (if less than twenty-one (21) calendar days).

ARTICLE 13
VACATIONS

13.1 Eligibility and rate of earning.

A. Each regular full-time employee will earn vacation leave with pay on the following basis:

CONTINUED EMPLOYMENT (Years)	ANNUAL VACATION EARNED
1	84 hours
2	120 hours
3 and 4	132 hours
5 and 6	144 hours
7 and 8	156 hours
9 and 10	168 hours
11 and 12	180 hours
13 and 14	192 hours
15 and 16	204 hours
17	216 hours
18	228 hours
19	240 hours
20+	252 hours

B. Annual leave is computed on the City employment anniversary date for each employee.

13.2 Using vacation time.

A. Annual vacation can be used in hourly increments of no less than one hour.

B. Holidays, which occur during the period selected for vacation by the employee, will not be charged as vacation time.

13.3 Request for leave.

A. Annual vacation may be taken in accordance with departmental policies. ~~after approval by the Commanding Officer of the Police Department. The Commanding Officer of the Police Department or his designee will arrange the vacation schedule and re-allocate duties as to cause minimum interference with normal functions and the operation of the department.~~

B. In the event of an emergency, or hardship, the City Manager may approve an employee taking unpaid leave in advance of having earned such vacation.

- 13.4 Annual vacation may be granted for the following purposes.
 - A. Regular scheduled vacations.
 - B. Absences for transacting personal business, which cannot be conducted during off-duty hours.
 - C. Religious holidays other than those designated by the City as official holidays.
 - D. For uncovered portions of absences due to medical reasons, once sick leave has been exhausted.
 - E. Any scheduled absence from work not covered by other types of leave provisions established by these policies.

13.5 Unused Vacation Time.

When termination through retirement, resignation, or termination, occurs the employee will be compensated for all annual leave accumulated.

- 13.6 Unused Vacation Time.
- A. Employees may carry-over any amount of unused Annual Vacation from one year to the next, for a maximum of 400 hours. Time in excess of 400 hours must be used by the employee or lost at the end of the City designated Fiscal Year during which the leave was accrued.
 - B. An employee may elect to sell back forty (40) hours increments of vacation time annually. The initial sell back time for a forty (40) hour increment shall be during the first pay period in December and the second forty (40) hour increment shall be during the first pay period in June. The employee may exercise one or both sell back periods by submitting their request fifteen (15) days prior to the respective pay out date.

ARTICLE 14
SICK LEAVE

- 14.1 Eligibility and rate of earning.
 - A. Each employee will earn sick leave at the rate of twelve (12) hours per month.
 - B. Sick leave may be taken during the employee's probationary period.
 - C. Sick leave will not be granted in advance of accrual.
 - D. Sick leave will not be considered as time worked for overtime computation.

- 14.2 Charging leave.
 - A. Sick Leave will be charged to the employee in increments of no less than one (1) hour.
 - B. Should a holiday occur during sick leave, it shall not be charged as sick leave.

- 14.3 Request for leave.
 - A. To receive compensation while on sick leave, the employee shall comply with departmental policies regarding sick leave. ~~notify his/her immediate supervisor, or the Commanding Officer of the Police Department, in accordance with departmental regulations. Any employee must notify the department within the established time limit set by the Commanding Officer of the Police Department. This provision may be waived if the employee submits to the Commanding Officer of the Police Department evidence that would have made it impossible to give such notification.~~
 - B. The Commanding Officer of the Police Department may request a physician's certificate to verify the illness of any employee on sick leave for three (3) days or more of absence within a 30-day period.

- 14.4 Use of sick leave may be granted for the following reasons:
 - A. Personal injury, employee pregnancy or illness of the employee, provided this meets ADA requirements.
 - B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment for off-duty hours.

- C. Exposure to contagious disease, which would endanger others as determined by a physician.
- D. Illness of a member of the employee's immediate family, which requires the personal care, and attention of the employee. Immediate family for the purpose of this contract shall be defined as follows: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, sister-in-law, and daughter-in-law, brother-in-law, stepparent, grandparents and grandchildren of the employee.

14.5 Employees may accumulate 800 hours of sick leave. Any excess of 800 hours must be used prior to October 1, of each year. Employees may cash in unused sick time up to 40 hours at or by December 30 of the year at normal rate of pay.

14.6 Unused sick leave. Employees who resign or retire voluntarily and provide at least fifteen (15) calendar days of notice to the city will receive pay for their unused sick leave in accordance with the following schedule:

CONTINUOUS EMPLOYMENT	SICK LEAVE PAY
1 to 5 years	25%
6 to 10 years	35%
11 years and over	50%

14.7 The required 15 day notice may be waived at the sole discretion of the City Manager and may not be subject to appeal or arbitration.

ARTICLE 15

MISCELLANEOUS LEAVES

15.1 EXTENDED ILLNESS/NON-LINE OF DUTY INJURY OR ACCIDENT

When an employee's term of illness or non-work injury/accident exceeds accrued personal leave, the granting of leave without pay will be at the discretion of the City Manager. In all instances, a physician's certificate concerning the illness, injury, time of absence, etc., will be required at time of consideration.

15.2 MILITARY LEAVE

All employees who are commissioned reserve officers, or reserve enlisted personnel in the United States Military, or Naval Service, or members of the National Guard, shall be entitled to leave of absence from their perspective duties without loss of pay, or time, on all days during which they shall be engaged in field, or coast defensive exercise, or other training ordered under the provisions of the United States Military, or Naval training regulations, or such personnel, when assigned to active duty; provide however, that such leave of absences granted as a matter of legal rights under the provisions of this section shall not exceed seventeen consecutive days in any one annual period, provided further, that leave of absence for additional, or longer periods of time, without pay for assignment to duty with civilian conservation corps, units, or other functions of military character may be granted at the discretion of the City Manager. Request for military leave shall be submitted in writing at least one (1) month prior to the commencement date of the proposed leave, along with proper orders.

15.3 COURT

An employee shall receive full pay for any absence from work necessary to serve on a jury, or to attend court as a witness under subpoena, provided however, any compensation received for said service or attendance, other than mileage, shall be paid over the appropriate fund as a salary reimbursement. Any employee who is required to attend court on his day off is exempt from the reimbursement procedure. The employee must return to work when released from duty. These same provisions apply to employees subpoenaed for depositions that are work related.

15.4 MATERNITY LEAVE

Both parties agree to abide by Federal Law.

15.5 DO NOT REPORT EVENTS AND FLEX DAYS

For any Federal, State, County, or City declared disaster or emergency in which twenty-five percent (25%) of non-bargaining unit member full-time hourly employees of the City are directed by

the City not to report for work in person or remotely (a "Do Not Report Event") and are paid during such Do Not Report Event, members of the unit who are required to work during such Do Not Report Event shall receive time off equivalent to what the non-reporting non-bargaining unit members receive (a "Flex Leave Day"). Any Flex Leave Day awarded pursuant to this Paragraph shall be logged and tracked separately from other leave categories, shall not be subject to payout or buyback, shall be used prior to the use of any other leave available to the member, and shall expire one hundred twenty (120) days after non-reporting non-bargaining unit members have been advised by the City to return to work (the "Return to Work Notice"). The Flex Leave Days' purpose is to allow members time to address their affairs impacted by the Do Not Report Event.

Accordingly, the members are encouraged to use the Flex Leave Day(s) time as close in time to the Do Not Report Event subject to scheduling approval by the City. An awarded Flex Leave Day shall expire one hundred twenty (120) days after the Return to Work Notice unless during such one hundred twenty (120) day period the member submitted a request to use the Flex Leave Day(s) and was denied by the City due to scheduling needs, in which case the accrued Flex Leave Day expiration shall be extended an additional thirty (30) days for said member. A member shall be entitled to use no more than no more than three (3) Flex Leave Days in any year.

ARTICLE 16
HOLIDAYS

16.1 The City will recognize the following as paid holidays:

- New Year Eve
- New Year Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

One (1) Personal Day that must be taken within that calendar year. Cannot be carried over and cannot receive pay in lieu thereof.

- A. If the holiday falls on an employee's off duty day, he shall receive an additional days compensation paid at his regular rate of pay or the employee may elect to take compensatory leave time in lieu of pay.
- B. If the holiday falls on an employee's regular scheduled workday or day off, and he/she is required to work, he/she will receive overtime compensation for all hours worked for the entire shift and holiday pay/compensatory leave time for all hours worked.
- C. In order to be eligible for holiday pay he must work both his last scheduled workday before the holiday and the first scheduled work day after the holiday unless the absence is due to compensated leave other than sick leave.
- D. The holiday to be recognized is the specific holiday mentioned above and not any other designated day.

ARTICLE 17
BEREAVEMENT LEAVE

The City agrees when a death occurs in the immediate family of an employee, that employee shall be thirty six (36) hours off.

- A. The City agrees the immediate family as cited above shall be defined as: father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, sister-in-law, daughter-in-law, brother-in-law, stepparent, grandparents and grandchildren of the employee. If the employee was raised by someone other than one of the above names, he may request the leave as though he had been reared by one of the above named.

- B. The definition of immediate families is confined to only one set of stepparents or one other set of people if raised by someone other than immediate family as designated by this article. The employee may be required by the City to submit proof or verification should the deaths of the family member occur out of town.

- C. The City agrees that bereavement leave will not be charged against sick leave, vacation, or holiday leave. Additional time off may be taken from accrued vacation, holiday, compensatory or sick leave as approved by the commanding officer of the Police Department.

ARTICLE 18

VOTING

During a primary, special, or general election, an employee who is registered to vote, and whose hours of work do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open at least one (1) hour before and one (1) hour after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 19

SENIORITY

The City agrees that seniority shall consist of continuous accumulated paid service with the City, except as provided below:

- A. It shall be computed from the date of appointment after completion of the probation period. Seniority shall accumulate during leaves of absence due to injury, illness, vacation, or any other leave authorized and approved by the City Manager.
- B. Vacation periods for each calendar year shall be drawn by employees on the basis of seniority. The Commanding Officer of the Police Department shall make the final decision as to how many employees may be on vacation at the same time.
- C. In the event of lay off reduction of work force, employees shall be laid off in inverse order of seniority in their classifications. Employees to be affected by a lay off shall have the opportunity to bump into a lower paid classification if a permanent appointment to said lower classification was previously held, and the affected employee is senior to an employee in the lower classification. Employees will be called from lay off in the inverse order of lay off, last laid off, first recalled, if said employee to be recalled is physically qualified to perform the work available at time of recall. The City further agrees that no new employees will be hired until all qualified employees who have been laid off for less than twelve months have been given an opportunity to return to work in accordance with the provisions of this Article. Recall from lay off shall mean notifying a laid off employee to return to work by certified mail, return receipt requested, to the last address listed with the Police Commanding Officer of the Police Department as his home address. Employees recalled shall return to work within fourteen (14) days of the recall notification.
- D. In the event the City creates any additional administrative position within the department and chooses a bargaining unit member to fill such position, the parties agree to allow the bumping rights listed in section "C" to apply to such employee.
- D. Any employee who has been laid off from employment with the City for a period of twelve (12) months and is rehired shall accumulate seniority as a new employee.
- E. In the event of a vacancy in any division, unit, shift, or promotional vacancy, seniority will be given reasonable consideration, but will not be determining the factor.
- F. Seniority will be given reasonable consideration in the selection of any employee to attend any type of schooling.

ARTICLE 20
PROMOTIONS

- 20.1 Whenever a budgeted promotional vacancy exists in a Corporal or Sergeant classification, the Commanding Officer of the Police Department upon conferring with the City Manager shall promote an employee to fill such vacancy within thirty (30) days, from an existing eligibility list, if a valid eligibility list is in existence. Should there exist no valid eligibility list at the time a budgeted promotional vacancy occurs, the City shall establish a new eligibility list within sixty (60) days. Upon certification of the new eligibility list, the budgeted promotional vacancy shall be filled. An eligibility list shall remain in effect for a period of one (1) year.
- 20.2 The Commanding Officer of the Police Department will announce promotional examinations at least forty-five (45) days in advance of said examinations and provide the name of the test with the publication date and/or series number.
- 20.3 The City agrees that upon execution of this agreement the promotional probationary period shall be of six (6) month duration and cannot be extended except when the probational employee is incapacitated because of illness or injury.
- 20.4 Promotions will be made from an eligibility list, the ranking of which will be determined by the following:
 - Experience - 1 point per year of paid police service not to exceed 20 points.
 - Oral Board - This board will consist of an officer selected by the Commanding Officer of the Police Department from an outside Police Agency, an officer selected by the bargaining unit from an outside Police Agency and a member selected by the first two members from an outside Police Agency. The Board will award a score not to exceed 90 points.
 - Written Test - This test will be a professionally developed from Florida Law and the Flagler Beach Police Department's Policy and Procedure manual for the open rank. The written test shall account for a score not to exceed 100 points. The written test shall be comprised of one hundred questions. Thirty questions shall be on the subject of Florida State Statutes, thirty questions shall be on the subject of departmental policies, thirty questions shall be on the subject of a leadership book chosen by the Commanding Officer of the Police Department and provided to eligible candidates, and ten shall be on the subject of this Agreement.
- 20.5 The points will be totaled for each officer and the officer will be placed on the eligibility list upon obtaining an overall minimum score of 140 points.

20.6 Selection - The City Manager upon recommendation from the Commanding Officer of the Police Department shall select an officer for promotion from among the three highest scoring candidates.

20.7 An officer will be eligible to take the promotion test for Sergeant upon obtaining one of the following criteria:

1. five consecutive years paid full-time experience with three of these years consecutive, paid, full-time law enforcement service with the Flagler Beach Police Department;
2. ten consecutive years paid full-time experience with two of these years consecutive, paid, full-time law enforcement service with the Flagler Beach Police Department; or
3. Five consecutive years paid full-time law enforcement experience at a rank of Sergeant or higher.

For the purpose of this contract, the term “consecutive” shall mean a break in service no longer than sixty (60) days.

In the event a Corporal position exists, an officer will be eligible to take the promotion test for Corporal upon obtaining two years of paid consecutive full-time service with the Flagler Beach Police Department.

ARTICLE 21
BULLETIN BOARD

- 21.1 The City shall provide IUPA a bulletin board in the squad room of the police department that the IUPA may use post notices of the IUPA's recreational and social functions, elections, Association business meetings, and names and addresses of officers, directors, and representatives of the Union.
 - A. A copy of each notice to be posted shall be first transmitted to the Commanding Officer of the Police Department, or his designee, prior to posting and his approval will be his initials on the item to be posted.
 - B. Other City bulletin boards, or blackboards, or similar structures may not be used for IUPA purposes.

ARTICLE 22
DUES DEDUCTION

- 22.1 Upon receipt by the Commanding Officer of the Police Department of a properly executed written authorization card from an employee the City agrees to deduct IUPA dues of such employee from his wages. The dues so collected shall be transmitted to IUPA once a month. The City shall have no responsibility, or any liability, for the improper deduction system. IUPA shall notify the City in writing thirty (30) working days prior to any change in regular IUPA dues. Under no circumstances shall the City be required to deduct IUPA fines, penalties, or assessments, from the wages of any member. Employees covered by this Agreement, may upon thirty (30) days written notice to the City and IUPA, have the City cease deducting dues from his wages.
- 22.2 The City has the right to discontinue an employee's dues deductions upon resignation, termination, transfer, promotion, or any other act, which removed the employee from the bargaining unit.
- 22.3 In the event an employee's salary earnings within any pay period, after deductions for withholding, pension, or social security, health and/or hospitalization insurance, or other standard, or legally required deductions, are not sufficient to cover dues and special assessment, it will be the responsibility of IUPA to collect its dues for the pay period from the employee.

ARTICLE 23

IUPA REPRESENTATIVE

- 23.1 IUPA shall be represented by the Staff Representative/Business Agent of IUPA or his/her representative.
- 23.2 The Business Agent and two members of the Negotiating Team, if employees of the City, shall be permitted to participate in bargaining sessions and hearings without loss of pay
- 23.3 An employee representative of IUPA and/or Staff Representative/Business Agent shall be permitted reasonable access to all departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement, upon proper notification to the Commanding Officer of the Police Department

ARTICLE 24
WORKING OFF DUTY

- 24.1 Upon approval of the Commanding Officer of the Police Department, bargaining unit employees shall be allowed to work off-duty in uniform, and with a City Police vehicle when required by the detail. The Commanding Officer of the Police Department shall have cause to deny an employee the right to work an off-duty detail.
- 24.2 The City shall pay any Officer working off-duty at their current overtime rate. The City shall, in its discretion, set the rate to be charged for off-duty Officers and shall be responsible for collecting payment of off-duty details. Off-duty details shall be included in all pension related calculations.

ARTICLE 25
INDIVIDUAL RIGHTS

Nothing contained in this collective bargaining Agreement shall foreclose any employee covered by this Agreement from pursuing any right, or remedy, available under this Agreement without representation of IUPA. Further, nothing contained in this Agreement shall foreclose any employee from discussing a problem directly with his immediate supervisor, or other departmental officials, without the intervention of IUPA; provided that the immediate supervisor, or other departmental official, agrees to discuss and/or to attempt to resolve the matter outside the formal grievance procedure. In matters involving a formal grievance, IUPA shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 26

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and that out of such contacts and relationships, questions and complaints may arise concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of the Commanding Officer of the Police Department whose primary concern must be the security of the City and the preservation of public interest. The parties agree to follow Florida State Statutes §§112.531 - 112.534 known as the Law Enforcement Officers Bill of Rights. Any provisions of this Article not covered, or in conflict with, the Law Enforcement Officers Bill of Rights, the State Law shall prevail. In order to maintain the security of the City and protect the interest of citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigation, or interrogation, of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security, shall be conducted under the following conditions.

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer or correctional officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct, police unit, or correctional unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
- C. The law enforcement officer or correctional officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
- D. The law enforcement officer or correctional officer under investigation must be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer.

The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation, must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The law enforcement officer or correctional officer under interrogation may not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. A promise or reward may not be made as an inducement to answer any questions.
- G. The formal interrogation of a law enforcement officer or correctional officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- H. If the law enforcement officer or correctional officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he or she shall be completely informed of all his or her rights before commencing the interrogation.
- I. At the request of any law enforcement officer or correctional officer under investigation, he or she has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement or correctional service.
- J. Notwithstanding the rights and privileges provided by this part, this part does not limit the right of an agency to discipline or to pursue criminal charges against an officer.

- K. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.
- L. A complaint filed against a law enforcement officer or correctional officer with a law enforcement agency or correctional agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either:
1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
 2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
- M. The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.
- N. The findings of any internal investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper; ~~or~~ "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel, or "policy failure", the allegation is true but the employee was acting in a manner consistent with Police Department Policy; No other terminology may be used.
- O. Only "sustained" complaints will be inserted in an officer's personnel record.
- P. "Not- sustained" "unfounded" and "exonerated" complaints will not be inserted in an officer's personnel record.
- Q. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees to make any statements concerning the validity of the allegations under investigation until such time as the employee under investigation, or any organization, or person representing said employee, make public statements concerning

the allegations under investigation. The City shall have the right to respond in any manner it deems appropriate.

- R. As per Statute, the employee is entitled to a copy of any information of whatever type contained in the internal file and has the right to review any and all information contained therein prior to making any statements.
- S. The City agrees that no adverse action will be taken against any employee who exercises the rights provided in this Article.
- T. Any officer covered by this agreement shall have the right to have an attorney present prior to any statement written, or oral, whenever he is involved in a shooting where a death or injury occurred.
- U. No suspension, demotion, or termination will be instituted until the employee's grievance procedures are completed.
- V. Any employee charged with a felony may be placed on unpaid administrative leave by the Commanding Officer of the Police Department or City Manager.
- W. All internal investigations shall be conducted in accordance with the "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statute §§ 112.531 - 112.534.

ARTICLE 27

GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application, or interpretation of this Agreement only. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next higher step.

- A Time limits specified in days shall mean working days Monday through Friday excluding holidays
- B Grievances shall be presented in the following manner:

Step 1. The employee shall first take up his grievance with their immediate supervisor within ten (10) workdays of the occurrence of the events, which gave rise to the grievance. If the events which gave rise to the grievance occurred at a time when the employee was on sick leave, vacation, or other compensated leave, the ten (10) day period shall commence running immediately upon the employee's return from such compensated leave. This first step shall be on an informal or oral basis and shall be witnessed by a representative of the Association.

Step 2. Any grievance, which cannot be satisfactorily completed under Step 1 shall be reduced to writing by the employee and presented within five (5) working days of the day of completion of Step 1, either through a representative of the Association and the employee, or by the employee himself at the employee's option, and discussed with the Commanding Officer of the Police Department of Police. The Commanding Officer of the Police Department shall, within five (5) workdays after presentation of the grievance, render his decision on the grievance in writing.

Step 3. Any grievance, which cannot be satisfactorily settled with the Commanding Officer of the Police Department in step 2 shall within five (5) workdays after completion of Step 2, be discussed with the City Manager, who shall within seven (7) workdays after this discussion, render his decision in writing, with a copy to the Association.

Step 4. In the event the grievance processed as above has not been resolved at Step 3 above, either party may request that the grievance be submitted to arbitration within fifteen (15) work days after the City Manager renders a written decision the grievance. The arbitrator may be an impartial person mutually agreed upon by, and between parties. However, in the event the parties are unable to agree upon an impartial arbitrator within fifteen (15) work days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish

a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh who shall be the arbitrator.

- Step 5. The City and the employee and IUPA shall mutually agree in writing, to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 above. The arbitrator shall have no authority to consider, or rule upon, any matter which a grievance is not as defined in this Agreement, not shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein.
- Step 6. Each party shall bear the expense of its own witness and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses, and expenses in obtaining a hearing room, if any, shall be divided equally between the parties. Any party desiring a transcript must pay the cost unless both parties mutually agree to share the cost.
- Step 7. The Arbitrator's award shall be final and binding on both parties.

ARTICLE 28
SEVERABILITY CLAUSE

Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered, or declared invalid by reason of any existing, or subsequently enacted state, or federal legislation, or by a decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 29
RULES AND REGULATIONS

Upon request from Union (IUPA) all rules and regulations and changes will be provided.

ARTICLE 30
PENSION PLAN

- 30.1 Chapter 185 will govern the pension plan for police officers. The City agrees that the Police Pension Plan will be maintained pursuant to Section 414 H of the Internal Revenue Code.
- 30.2 Employees can at any time of their choice choose to increase their contribution to the pension plan.
- 30.3 Beginning during the 2022/2023 fiscal year, the City shall adjust the police pension multiplier to the rate of 3.5% per year of service, which rate shall be retroactive to the employee's hire date. The maximum annual pension payment for any employee shall not exceed 90% of the employee's average salary during the employee's three highest paid years.
- 30.4 During the 2021/2022 fiscal year, the City shall amend the pension plan to provide for Normal Retirement upon attainment of 20 years of service. Further, the City shall amend the pension plan to provide that there shall be no age restriction for retirement of an employee who attains Normal Retirement.
- 30.5 Employees will be allowed to voluntarily contribute to a personal 457 Pension plan.
- 30.6 In accordance with Section 185.35, Florida Statutes, the City and IUPA mutually agree that 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be used to fund minimum benefits or other or other retirement benefits in excess of the minimum benefits as determined by the City and, as otherwise adjusted below, 50% of any base premium tax revenues attributable to the Police Pension Plan and received by the Police Pension Plan shall be placed in a defined contribution plan component to fund special benefits. Beginning in the 2021/2022 fiscal year, as partial consideration for the amendments to the Pension Plan related to multiplier and Normal Retirement years of service, IUPA has agreed to reduce its special benefits share of the base premium tax revenues and increase the City's share of base premium tax revenues by the fixed amount of thirty thousand dollars (\$30,000) per year. Said adjustment to the sharing of the premium tax revenues shall be contingent upon the continuation of the adjustments to the Pension Plan provided in 30.3. and 30.4, above.

ARTICLE 31
SAVINGS CLAUSE

The Agreement will not deprive any employee of any benefits, or protection granted by federal legislation, the laws of the State of Florida, the ordinances of the City of Flagler Beach, or the personnel rules and regulations of Flagler Beach and its Police Department Rules and Regulations unless abridged by this contract.

ARTICLE 32
EQUIPMENT

32.1 Each marked police vehicle, excluding police motorcycles will be equipped with the following equipment:

- A. Siren
- B. Overhead lighting that rotates or flashes giving off adequate light to indicate that the vehicle is a police vehicle.
- C. [Reserved]
- D. [Reserved]
- E. Fire Extinguisher
- F. [Reserved]
- G. First Aid kit
- H. Storage Container
- I. Flashlight with baton for traffic direction
- J. Leg Cuffs

32.2 Each unmarked vehicle will be equipped with the following:

- A. Siren
- B. Dash/roof rotating/flashing emergency light giving off adequate light to indicate that the vehicle is a police vehicle.
- C. [Reserved]
- D. Fire Extinguisher
- E. [Reserved]
- F. First Aid kit
- G. Storage Container
- H. Flashlight with baton for traffic direction
- I. Leg Cuffs

- 32.3 No equipment other than what is listed in this Agreement is permitted to be installed by an employee in the vehicle without permission from the Commanding Officer of the Police Department.
- 32.4 The City reserves the right to add or remove any additional equipment not listed in this Agreement it deems necessary to/from the marked/unmarked police vehicles as per the Departmental Policies.
- 32.5 Each marked/unmarked police vehicle assigned to an employee shall be maintained and kept in a state of repair so as to meet the State Statutes at all times in respect to safety requirements. The employee assigned to the vehicle shall follow the procedures for having the vehicle maintained as required by departmental policy.

ARTICLE 33
UNIFORMS AND EQUIPMENT

33.1 The City agrees to provide the following clothing and /or equipment to the employees, except motorcycle officers, upon employment. The City reserves the right to add or remove any additional clothing/equipment, not listed in this Agreement, it deems necessary as per departmental policy.

- A. Four (4) Class B uniforms to include short sleeve shirts, trousers, shorts and polo style short sleeve shirts.
- B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip-on tie.
- C. Baseball style hat
- D. Shirt Badge
- E. Winter Jacket
- F. Rain Gear
- G. Bullet resistant vest
- H. Name tag
- I. Semi-automatic Firearm with 3 magazines
- J. One (1) pair of boots
- K. Gloves for traffic direction
- L. One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt
- M. Taser (after officer has been trained by the City of Flagler Beach Police Department to carry and use same)
- N. Handcuffs
- O. Citation Holder

33.2 ~~The City agrees to provide the motorcycle officers with the following clothing/equipment:~~

- ~~Four (4) Class B motorcycle uniforms to include short sleeve shirts and motorcycle style trousers.~~
- ~~B. One (1) Class A uniform to include one (1) pair of dress trousers, one (1) long sleeve dress shirt and one (1) clip on tie~~
- ~~C. Baseball style hat~~
- ~~D. Shirt Badge~~
- ~~E. Leather Jacket~~
- ~~F. Rain gear~~
- ~~G. Bullet resistant vest~~
- ~~H. Name tag~~
- ~~I. Semi automatic firearm with three (3) magazines~~

J. ~~One (1) pair of boots~~

K. ~~Gloves used for traffic direction~~

L. ~~One (1) complete duty belt set to include holster, magazine holder, single handcuff case, rubber glove pouch, and an inner belt.~~

M. ~~Helmet~~

33.3 The City agrees to repair or replace said clothing/equipment due to normal wear and tear after the item has been presented for inspection.

33.4 Personal property required in the line of duty which is damaged or destroyed in the performance of such duty, shall be replaced or reimbursed by the City, provided, however, that the maximum expense incurred for reimbursement or replacement of any single item of personal property shall not exceed two hundred fifty dollars (~~\$1250.00~~) An employee who has not been issued a City cell phone may be reimbursed up to two hundred fifty dollars (\$250.00) for damage caused to a personal cell phone during the performance of duty. If reimbursed for the damaged item by the court, the amount of any reimbursement already paid to the employee by the City shall be paid to the City and the remainder shall be paid to the employee.

A. All replacement items will be furnished to the employee within thirty (30) days of approval or must be on order.

B. Employees shall be required to maintain the clothing/equipment outlined in this Article in an acceptable condition as prescribed by the Commanding Officer of the Police Department and to return all assigned uniforms and equipment to the Commanding Officer of the Police Department in the event of termination or transfer and to otherwise be accountable for said clothing and equipment.

C. All clothing and equipment outlined in this Article shall be provided at no expense to the employee.

D. The City agrees to provide uniform cleaning at no cost to employees. Employees assigned detective duties will receive an additional ~~three~~ six hundred dollars (~~\$3600~~) annual clothing allowance which shall be paid quarterly.

E. The City shall retain ownership of the issued semi-auto firearm and the three (3) magazines. In the event an employee is terminated or resigns he/she shall return the issued firearm and magazines to the Commanding Officer of the Police Department. Upon retirement, he/she will be allowed to retain his/her issued firearm.

33.5 Any replacements or repairs must be approved by the Commanding Officer of the Police Department or his designee and the item will be replaced/repared after it is determined that the item needs to be replaced or repaired.

ARTICLE 34
EDUCATION

34.1 The City agrees to post notices of any forthcoming courses and seminars that are directly related to Police Department employees. Each employee will be allowed ample time and opportunity to evaluate and prepare for attendance.

- A. Employees will notify the Commanding Officer of the Police Department of a desire to attend such courses. The Commanding Officer of the Police Department, in turn, may arrange scheduling of shifts so as to allow an employee attendance.
- B. Eligible employees desiring to attend courses and seminars will be assigned by the Commanding Officer of the Police Department based on the Department's needs.
- C. All cost will be paid for by the City, including transportation and appropriate time off for the attendance of the courses and seminars, provided the employee completes the course of instruction.
- D. Attendance of seminars and courses shall have prior approval by the Commanding Officer of the Police Department of Police, if the City is expected to pay.
- E. Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined and approved by the Commanding Officer of the Police Department. An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of leave, excluding overtime provisions. Entitlement to benefits for employees on partially compensated, or uncompensated, educational leave shall be determined by the City Manager.
- F. The City agrees to the following pay schedule for reimbursement for tuition, lab fees and books, for an employee that is working toward an Associate of Arts, Bachelor of Arts, or a degree in a police officer related field. Pre-approval by the Commanding Officer of the Police Department is required. Except as provided below, no employee shall receive more than twenty-five percent (25%) of the annual amount budgeted by the City in a fiscal year for tuition reimbursement during a single fiscal year.

100% if employee receives an "A"
75% if the employee receives a "B"
50% if the employee receives a "C"
100% for a "pass" grade in pass/fail grading system

34.2 The employee will not receive reimbursement if the employee receives a grade below "C" or receives a "fail" in a pass/fail class grading system.

34.3 In the event an employee covered by this agreement leaves the City's employment after receiving a tuition grant under this article, the employee will be required to refund a prorated amount of the grant. Such refund shall be based on the following sliding scale;

Within one year:	100% of the grant
within two years:	50% of the grant
after three years:	0% of the grant

34.4 Employees seeking reimbursement as provided herein shall submit their request for reimbursement within forty-five (45) days from the date grades are posted unless the employee notifies his or her supervisor in advance of an unavoidable delay in requesting reimbursement. The City shall make all reasonable efforts to pay compensation within forty-five (45) days of a valid request. The City shall not be required to reimburse any expense for which the request for reimbursement was not submitted within said time.

ARTICLE 35

TRAINING

- 35.1 All sworn officers will be required to train and qualify with their duty weapon and shotgun annually. The training will be conducted by a Certified Firearms Instructor. All ammunition used for this purpose will be furnished by the City. Any employee required to attend such training during his off duty hours shall be compensated in accordance with Article 6, Hours of Work and Overtime.
- 35.2 The City agrees to make every effort to promote classroom type, and/or on-the-job training, for the purpose of improving the performance of sworn officers, aiding employees to equip them for advancement to higher positions and greater responsibilities and improving the quality of service rendered to the public.
- 35.3 Where the City requires any employee to attend supervisory training and/or training in specialized police techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off duty hours; provided, however, that the time spent by the employee in such training during his off duty hours shall be compensated in accordance with Article 6, Hours of Work and Overtime.
- 35.4 Employees promoted to the next highest rank will receive training during the probationary period.
- 35.5 Any training, which is required to maintain an employee's State Certification, shall be done on City time, exclusive of overtime.

ARTICLE 36
COMPENSATION

36.1 All current permanent employees will receive a ~~four dollar per hour (\$4.00/hr)~~ 5.2% increase to their base salary, effective October 1, 2024 for fiscal year 2024/2025. In subsequent years of this contract, all permanent employees will receive a 5% increase to their base salary.

36.2 SUSPENDED: [*Longevity Pay: Employees who have completed two (2) years of continuous, active service will receive a two percent (2%) pay adjustment upon the anniversary of their employment with the Flagler Beach PD. Once so established, longevity pay will then be applied every two (2) years of active, continuous service at the same rate.*]¹

If in any year, the Consumer Price Index for the prior twelve months as published by the U.S. Department of Labor in March of the relevant year for the "South Region for Urban Areas with less than fifty thousand in population" (referred to herein as the CPI) is more than 7%, the bargaining unit may reopen Section 36.1 upon giving written notice to the City of its intent to reopen by April 30 of that year. If in any year, the Consumer Price Index for the prior twelve months as published by the U.S. Department of Labor in March of the relevant year for the "South Region for Urban Areas with less than fifty thousand in population" (referred to herein as the CPI) is less than 3%, the City may reopen Section 36.1 upon giving written notice to the City of its intent to reopen by April 30 of that year.²

36.3 When an employee is promoted to the next higher rank, the employee will receive a minimum of a ~~five ten percent (510%)~~ increase to their base salary. Employees holding the rank of Sergeant as of October 1, 2024 shall receive a one-time 5% increase to their base salary on October 1, 2024.

36.4 Beginning salary for new hires will be \$ ~~\$26,500~~ an hour beginning 1 October, 2024. After satisfactorily completing a one (1) year probation period, he/she will receive an additional 3.5% percent increase to his/her hourly wage. Notwithstanding the foregoing, the Commanding Officer of the Police Department, in his or her sole discretion, may offer an officer with more than five years full-time law enforcement experience a starting salary with up to an additional 10% above the aforementioned beginning salary for new hires.

36.5 Detective On-Call: Any Detective who is required to be on call for at least forty (40) hours during any pay period shall receive \$25.00 on-call pay for that pay period.

¹ The parties have agreed to suspend the operation of this provision rather than delete it so that when collective bargaining negotiations commence in 2027, the parties will treat this provision as if it had been carried over from the prior term, for purposes of negotiation.

² The parties agree that in 2027, the parties will not treat this paragraph dealing with CPI triggered renegotiation as a carry over term, for purposes of negotiation.

ARTICLE 37
PROBATIONARY PERSONNEL

- 37.1 All new members in the department shall serve a probationary period of one (1) year in duration; which may be extended up to six (6) months, upon recommendation of Field Training Officer, Supervisor or Commanding Officer of the Police Department. Except as otherwise provided herein, the probationary period will begin from date of successful completion of Field Training and will not exceed eighteen (18) months from date of hire. The probationary period may be extended beyond eighteen (18) months upon the recommendation of the Commanding Officer of the Police Department for a period equivalent to the length of time a probationary employee is unable to perform regular law enforcement duties due to leave or light duty assignment, either of which lasts for a period in excess of ten (10) calendar days. Probationary employees shall not be entitled to any seniority or tenure rights during the probation period, but during such period they shall be subject to all other terms and conditions of this agreement and applicable Personnel Rules and Regulations.
- 37.2 Upon completion of said probation period, members shall be known as permanent members and notified of such in writing, and seniority rights and tenure shall accrue from commencement of the full time probationary period and shall be considered a part of such member's seniority rights.

ARTICLE 38

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

- 38.1 In the event that the City Manager determines that there is a need to temporarily fill a regularly budgeted vacant supervisory position with an employee from a lower classification, and there exists no current eligibility list relative to the budgeted position, the Commanding Officer of the Police Department, with approval of the City Manager, may select an employee from a lower classification to temporarily fill such budgeted position. If the employee selected for the temporary position is not selected to the permanent position, this employee shall be returned to his/her previous classification and pay rate. An employee who is temporarily assigned to a position of higher rank for fifteen (15) calendar days or more, shall be entitled to a five percent (5%) increase above existing pay, retroactive to the first day of assignment. Any temporary assignment shall be carried through via personnel action forms and be subject to grievance procedure.
- 38.2 During the time an employee is assigned as a Field Training Officer training a Probationary Police Officer, he/she shall be entitled to receive a five percent (5%) increase above their existing pay.

ARTICLE 39
TERM OF AGREEMENT

This agreement will become effective upon execution hereof and shall remain in full force until the 30th day of September 2027, or until a new contract is agreed upon, and from year to year thereafter unless terminated or modified.

ARTICLE 40
SIGNATURES AND ATTEST

This Agreement contains the entire agreement of the parties on all matters related to wages, hours, working conditions, and all other matters which have been, or could have been, negotiated by and between the parties prior to the execution of this Agreement. Upon formal adoption by the City Commission and execution by the parties, this Agreement shall become effective immediately and shall remain in full force and effect until September 30, 2027.

City of Flagler Beach

International Union of Police Associations.

Ad Preview

Section 8, Item b.

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

ORDINANCE NO. 2024-21

AN ORDINANCE IF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE BORROWING OF MONEY IN AN AMOUNT NOT TO EXCEED TWENTY-ONE MILLION DOLLARS FOR THE PURPOSE OF FINANCING CERTAIN REPAIRS AND THE REPLACEMENT OF DAMAGED PORTIONS OF THE FLAGLER BEACH FISHING PIER; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE 2024-22

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH, FLORIDA AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS FOR THE PERIOD OCTOBER 1, 2024 8THROUGH SEPTEMBER 30, 2027; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

City Commission: Thursday, November 14, 2024 @ 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 continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

10718774 11/1/2024 1x



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

Chief's Weekly Report

From: Friday		10/18/24		To: Thursday		10/24/24	
Calls For Service	55	Felony Arrest	0	Reports Written	11	Citations Issued	16
Self-Initiated	28	Misd. Arrest	6	Comm. Policing	13	Warnings (Written/Verbal)	60/8
Traffic Stops	76	City Ordinance	3	Security Checks	313		

Chief's Weekly Summary

Friday: 10/18/24 @ 2:31 p.m. / 911 Investigation / 2024-00019270 / 608 South Ocean Shore Boulevard: An officer responded to the area of Tortugas regarding a 911 call that was geolocated. Upon arrival, a check of the area was conducted, with no one appearing in distress.

Friday: 10/18/24 @ 2:01 p.m. / DAV / 2024-00019269 / North Ocean Shore @ 3rd Street North: Officer stopped out with a vehicle partially parked in the roadway. The vehicle was found to be having mechanical issues, and the owner was waiting on a tow truck. The officer stayed behind the vehicle with lights on for safety till the tow truck arrived.

Friday: 10-18-24 @ 10:05 p.m. / Crash with Injury / #24-000019288 / 1900 block North Oceanshore Boulevard: Officers responded to a motorcycle crash. An investigation showed that the motorcycle went off the road and struck a small fence post. The driver was transported to Advent for treatment; a long-form crash report was completed.

Friday: 10-18-24 @ 11:01 p.m. / Crash No Injury / #24-000019291 / Moody Boulevard and South Oceanshore Boulevard: Officers responded to a minor crash report. An investigation showed that a truck backed into the car behind them in traffic. A driver's exchange was completed for the parties involved.

Friday: 10-18-24 @ 11:40 p.m. / Suspicious Incident / #24-00019296 / 1209 North Central Avenue: Officers responded to a report of a male at the front door who tried to open it. The caller had a video of the male, which appeared to show that the male was at the wrong location and left without incident. The area was checked with negative results. No other calls referenced the male. Additionally, the video was uploaded to Axon.

Friday: 10-19-24 @ 2:02 a.m. / Drunk Driver / #24-00019304 / 2200 block Moody Boulevard: An Officer conducted a traffic stop on with no lights; the investigation resulted in the driver being taken into custody and transported to the inmate facility without incident.

Saturday: 10/19/24 @ 7:23 a.m. / Noise Complaint / 2024-00019330 / 105 John Anderson Highway: Officer responded in reference to a complaint that the landscape company started mowing the lawn prior to 8:00 a.m. The RP was advised that they were allowed to begin work after 7:00 a.m. The Rp. was not happy with that answer. No further action was taken.

Saturday: 10/19/24 @ 11:09 a.m. / Suspicious Incident / 2024-00019339 / 401 North Ocean Shore: The owner of Sally's Ice Cream called in to advise that last night his cameras picked up a white male wearing a white hoodie walking around the business. The RP Sent a video that will be passed on to the night shift. The RP Requested extra patrols after closing.

Saturday: 10/19/24 @ 3:03 p.m. / Suspicious Incident / 2024-19343 / 2554 Lakeshore Drive: Officer responded reference to a male taking cinder blocks from a home under construction. The male and truck were gone prior to arrival. The RP Had a tag number that came back to a local address. Contact was made with the male, a city employee, who had permission to take the cinder blocks.

Saturday: 10-20-24 @ 12:30 a.m. / Drunk Driver / #24-00019378 / 2200 block Moody Boulevard: An Officer conducted a traffic stop on a vehicle for unlawful speed. The investigation resulted in the driver being taken into custody and transported to the inmate facility without incident.

Sunday: 10/20/24 @ 4:34 p.m. / Suspicious Vehicle / 2024-00019421 / 105 John Anderson 600 Block S. A1A: Officers responded reference to a grey Cadillac Escalade with red stickers in the rear window traveling N/B on A1A from Volusia that possibly fired a gun out the window. The vehicle was located parked across from Tortugas and was unoccupied. Through investigation, the occupants were located and were arrested for evading/loitering and prowling.

Sunday: 10-20-24 @ 10:26 p.m. / Disturbance Domestic / #24-00019428 / 200 block South Flagler Avenue: Officer drove up on a physical disturbance in the roadway; the investigation resulted in one party being taken into custody and transported to the inmate facility without incident.

Monday: 10/21/24 @ 7:56 a.m. / Trespassing / Case # 2024-00019477 / 215 South Oceanshore Boulevard, Pier: Officers were dispatched to the area in reference to a male that was out at the end of the Pier. Upon arrival, no one was found on the Pier.

Monday: 10/21/24 @ 1:23 p.m. / Crash Hit & Run No Injury / Case # 2024-00019494 / 725 North Oceanshore Boulevard: Two (2) legally parked & unoccupied vehicles were struck by an unknown vehicle while parked on A1A. A long-form crash report was completed.

Monday: Officers responded to three (3) 911 hang-ups that were accidental & the people were okay.

Monday: Officers responded to two (2) calls from citizens about political signs being damaged or taken. The citizens only wanted to enforcement and did not want any further action.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
1000 North Oceanshore Boulevard, 9:45 a.m. - 10:15 a.m., no violations observed.
2000 Moody Boulevard, 2:45 p.m. - 3:15 p.m., no violations observed.

Tuesday: 10/22/24 @ 8:26 a.m. / Trespassing / Case # 2024-00019555 / South Oceanshore Boulevard @ Clubhouse Drive: Officers were dispatched to the area in reference to a male in the seawall construction zone who was bothering the workers and getting in the way. Per the request of the contractor, Superior Construction, the male was advised of trespass laws in construction sites and formally issued a trespass notice. He left the area without incident after being provided with the trespass notice.

Tuesday: 10/22/24 @ 9:50 a.m. / Crash No Injury / Case # 2024-00019559 / Moody Boulevard @ North Flagler Avenue: Two (2) vehicles involved with no injuries & minor damage. Both vehicles were removed from the scene by the drivers. A driver's exchange was completed using Tracs.

Tuesday: 10/22/24 @ 1:20 p.m. / Assist Motorist / Case # 2024-00019567 / South Oceanshore Boulevard @ 25th Street South: Officers were dispatched to the area in reference to a vehicle that had swerved to avoid rear-ending a vehicle and ended up stuck on top of the new dunes. A1A was shut down for approximately ten (10) minutes while Rogers Towing removed the vehicle from the dunes. The vehicle & dunes did not suffer any damage.

Tuesday: Officers were dispatched to one (1) 911 hang-up that was accidental & the person was okay.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
400 John Anderson Highway, 2:00 p.m. - 2:30 p.m., no violations observed.
3900 South Oceanshore Boulevard, 3:00 p.m. - 3:45 p.m., three (3) traffic stops & written warnings.

Tuesday: Briefing Training: Officers completed a course in the Briefing Room titled "Can Officers detain a person for mere flight in a high crime area?" Officers watched a video on the topic & held a discussion afterwards.

Tuesday: 10/22/2024 @ 7:30 p.m. / Assist Outside Agency / 2024-00019577 / 1349 North Ocean Shore Blvd: Clay County Sheriff's Office required assistance in attempting to locate a male in reference to notifying them of a recovered item they had reported stolen in their county. No contact was made.

Tuesday: 10/22/2024 @ 10:42 p.m. / Suspicious Vehicle / 2024-00019584 / 2420 Moody Blvd: Officers located a suspicious vehicle parked in the front parking lot of Aviss Tire peculiarly. Upon checking out with the vehicle, no one was nearby. Nothing further was located.

Tuesday: 10/23/2024 @ 12:05 a.m. / Suspicious Incident / 2024-00019590 / 408 South Ocean Shore Blvd: Officers were flagged down in reference to an unknown white or Hispanic male acting suspiciously, making it appear as though he had something behind his back and then pointing an unknown object toward the individual. 7/11 was cleared of any persons, and the associate working was not aware of any suspicious persons. Officers Bolo'd the area and did not locate anyone fitting the description.

Wednesday: 10/23/24 @6:47 p.m. / Traffic Stop / 2024-00019625 / Moody at Beach Village Drive: Officers utilizing the LPR's within the city received an alert for a vehicle with a suspended driver's license attached to the registered owner. A traffic stop was conducted on that vehicle. Additionally, a police report was completed.

Wednesday: 10/23/24 @9:03 p.m. / Welfare Check / 2024-00019629 / 608 North Oceanshore Boulevard: Officers were dispatched to Tortugas in reference to a male that was incoherent. Due to the male's condition and inability to answer medical questions, he was transported to the hospital by ambulance.

Wednesday: 10/23/24 @10:21 p.m. / 911 Investigation / 2024-00019632 / 103 Marina Bay Drive: Officers were dispatched to the area in reference to a geo-located 911 call. Officers were able to locate the caller and confirm there was no emergency.

Wednesday: 10/24/24 @1:03 a.m. / Suspicious Vehicle / 2024-00019643 / 116 Moody Boulevard: Officer located a vehicle parked beside a closed business with damage and a broken rear window. Officers were unable to locate the owner of the vehicle. Nothing further.

Wednesday: 10/24/24 @1:22 a.m. / Suspicious Vehicle / 2024-00019645 / 825 Moody Lane: Officers located a vehicle with one subject asleep inside, he was advised of the city ordinance and sent on his way.

Wednesday: 10/24/24 @2:44 a.m. / Suspicious Person / 2024-00019650 / 101 South Oceanshore Boulevard: Officers observed a male sleeping on the sidewalk in the fetal position. After making contact it was apparent the individual was intoxicated and trying to sleep it off. He was advised of the city ordinance and released with nothing further.

Thursday: 10/24/24 @ 10:34 a.m. / 911 Investigation / 2024-00019671 / 1915 North Ocean Shore Boulevard: Officer responded reference to a 911 call with no answer on call back. Contact was made with a construction worker who advised the phone was in his pocket and accidentally called 911.

Thursday: 10/24/24 @ 3:03 p.m. / Animal Problem / 2024-00019686 / 3700 South Ocean Shore Boulevard Unit 38: An anonymous caller called in advising that there was a dog tied to the rear of a pickup truck and wanted it checked on. Officer responded, located the dog tied to the truck in the shade, and had a bowl of water. The dog was not in distress, and the owner was working in the unit and advised that he frequently checks on the puppy.

Thursday: 10/24/24 @ 3:16 p.m. / Suspicious Person / 2024-00019684 / 105 John Anderson Highway: Officers responded in reference to a complaint from the manager of a possible intoxicated female who was at the car wash. Upon arrival, the female was observed vacuuming her truck, and her feet appeared unsteady. Officers made contact with the female, who had no odor of alcohol emitting from her person. The female advised she had a medical condition, which was confirmed with her permission by her treating doctor. No further action was taken.

Thursday: Deputy Chief Blanchette attended the City Commission meeting at City Hall and reminded everyone of a very busy Saturday (10/25/24) with the annual Witch Ride beginning at 9 a.m., National Drug Take-Back Event from 10 a.m. to 2 p.m., and the PD's annual Trunk-or-Treat event from 5 p.m. to 7 p.m.

Thursday: 10/24/24 @5:45 p.m. / Stolen Tag / 2024-00019688 / 414 Beach Village Drive: Officers received a call regarding a vehicle tag being stolen from the parking lot of Publix. Officers gathered needed information, and a police report was completed.

Thursday: 10/24/24 @6:56 p.m. / Suspicious Vehicle / 2024-00019689 / 2100 Avenue A: Officers received a call for a vehicle in the roadway with its hazard lights on; officers made contact with the occupants of the vehicle, who advised they were waiting for their friend to get off work from the storage facility. No further action taken

Thursday: 10/24/24 @7:29 p.m. / Suspicious Incident / 2024-00019691 / 1224 South Oceanshore Boulevard: Officers were dispatched to a call for a male underneath the sidewalk screaming that had been there for five (5) years. Officers were unable to locate anyone trapped.

Thursday: 10/24/25 @ 8:42 p.m. / Property Lost / 2024-00019700 / 215 South Oceanshore Boulevard: Officers were dispatched for a phone that was lost at the Pier. Later, the phone's owner called to say that he had located it. Nothing further.

Thursday: 10/25/25 @ 12:58 a.m. / Drunk Driver / 2024-00019712 / Moody Boulevard at Colbert: Officers conducted a traffic stop on a vehicle for a moving violation, the investigation revealed the driver was under the influence of alcohol and was placed under arrest. Additionally, a police report was completed.

Thursday: 10/25/24 @3:36 a.m. / Suspicious Person / 2024-00019723 / 100 Block of 4th Street South: Officers located a male asleep on the sidewalk. He was advised of the city ordinance and given a ride to a nearby hotel for the night.



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

Chief's Weekly Report

From: Friday		11/1/2024		To: Thursday		11/7/2024	
Calls For Service	55	Felony Arrest	4	Reports Written	24	Citations Issued	36
Self-Initiated	51	Misd. Arrest	5	Comm. Policing	14	Warnings (Written/Verbal)	51/23
Traffic Stops	85	City Ordinance	7	Security Checks	249		

Chief's Weekly Summary

Friday: This Friday began with a new monthly initiative focusing on the 20 MPH speed limit throughout the City. Our Officers will focus on education first, warnings second, and citations last as needed. The "November Initiative" results will be posted at the beginning of December with the announcement of the "December Initiative."

Friday: 11/01/24 @ 11:33 a.m. / Property Found / 2024-00020129 / 9 North Ocean Palm Villas: Officer responded reference to the caller advising that he found a firearm while riding his bike. The caller advised the officer that he located the gun in a holster in the 1300 block of South Ocean Shore Boulevard. The gun is a black Florida Firearms Corp. Semi-auto AG Galesi. The gun was run with no history found and entered into evidence. Police report completed.

Friday: 11/01/24 @ 1:08 p.m. / DAV / 2024-00020133 / 600 Moody Boulevard: Officer responded in reference to a vehicle disabled on the bridge blocking the left lane westbound. An officer stood by with the vehicle and owner until John's Towing arrived.

Friday: 11/01/24 @ 2:01 p.m. / Crash Hit & Run / 2024-00020137 / 1524 South Central Avenue: Officer responded in reference to a delayed hit and run that occurred on 10/31/24. The reporting person advised someone backed into her golf cart and then left the area. The video camera system was not working at the time of the crash. No other vehicle or person information was available. A long-form was completed.

Friday: 11/01/24 @ 2:50 p.m. / Narcotics / 2024-00020140 / 200 Moody Boulevard: Officer contacted a male for a bicycle violation. The male consented to a search of his person where he was found to be in possession of Suboxone, a Schedule 3 narcotic. The male was placed under arrest and transported to the inmate facility. Police report completed.

Friday: Officers conducted five golf cart inspections. Officers responded to an accidental 911 hang-up call.

Friday: 11-1-24 @ 6:11 p.m. / Warrant Service / #24-00020147 / 610 South Central Avenue: Officers responded to a report of a subject with an open warrant. Officers made contact, and the investigation resulted in the subject being taken into custody for the warrant and several drug charges. The subject was transported to the inmate facility without incident; once on scene, the male made comments to harm himself. Officers completed a Baker Act form and submitted it to the facility for follow-up. See below for more information. Additionally, two (2) police reports were completed.

Friday: 11-1-24 @ 7:24 p.m. / Suspicious Person / #24-00020151 / 414 Beach Village Drive: Officers responded to a report of a male acting strange. Contact was made with the male, and arrangements were made to get him home safely. No additional police action is needed.

Friday: 11-2-24 @ 12:02 a.m. / Suspicious Incident / #24-00020158 / 318 3rd Street South: Officers responded to a report of strange noises coming from the listed location. They made contact, and the subject of the above call was the same. He advised that everything was good and that it was his dog playing.

Friday: 11-2-24 @ 1:26 a.m. / Drunk Driver / #24-00020165 / 2200 block Moody Boulevard: An Officer conducted a traffic stop on a vehicle for unlawful speed; the investigation resulted in the driver being taken into custody and transported to the inmate facility without incident. A police report was completed.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 1400 block South Central Avenue, 9:15 p.m. - 9:44 p.m., no violations were observed.

Saturday: 11/02/24 @ 8:05 a.m. / Property Damage / 2024-00020189 / 1111 South Daytona Avenue: Officer responded reference to a delayed incident of a mailbox being damaged. It was found that sometime overnight, a vehicle had struck the mailbox, breaking the 4x4 support. There was a piece of the vehicle left behind, but nothing to indicate the make or model of the vehicle. Police report completed.

Saturday: 11/02/24 @ 9:30 a.m. / Notification Welfare / 2024-00020194 / 400 South Ocean Shore Boulevard: Officers responded in reference to a report of a female passed out in her car with a child in the back seat. Upon arrival, the female fell asleep, waiting for her older daughter to finish with a beach cleanup.

Saturday: 11/02/24 @ 2:01 p.m. / Crash with Injuries / 2024-00020212 / SR 100 E / Cornerstone Court: Officer dispatched to assist with bolo'ing for a blue Kia Optima involved in a hit and run. The vehicle was located at the 7-11 on Moody Boulevard parked on the side of the building. FCSO investigated the crash. No further action was taken.

Saturday: 11/02/24 @ 4:10 p.m. / Stolen Tag / Follow-Up / 2024-00019688 / Publix: Dispatch called and requested a report to be completed for the removal of a stolen tag and decal that was recovered by Pinellas County Sheriff Deputy. The tag was found attached to a vehicle on which a traffic stop was conducted. A police report was completed, and the tag and decal were removed from NCIC/FCIC by dispatch.

Saturday: Officers responded to two 911 hang-up calls that were accidental.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
400 Block South Central Avenue from, 2:00 p.m. to 2:17 p.m. (20 MPH Enforcement) No violations observed.
1600 Block South Central Avenue from, 1:38 p.m. to 1:59 p.m. (20 MPH Enforcement) 2 stops conducted with two verbal warnings. Speeds 27 and 29 MPH.
2600 South Central Avenue from, 1:08 p.m. to 1:32 p.m. (20 MPH Enforcement) 4 Stops 4 Verbal warning. Speeds 27, 27, 28, and 29 MPH.

Saturday: 11-2-24 @ 6:43 p.m. / Drunk Person / #24-00020219 / 319 Moody Boulevard: Officers responded to a report of a male acting strange. Contact was made with the male, and arrangements were made to get him home safely. No additional police action is needed.

Saturday: 11-2-24 @ 7:01 p.m. / Found Property / #24-00020220 / 614 South Oceanshore Boulevard: Officer was handed a found wallet. The Officer was able to locate the owner and return the wallet.

Saturday: 11-2-24 @ 10:27 p.m. / Suspicious Person / #24-00020231 / 1300 block South Flagler Avenue: Officers responded to a report of several subjects in the alley with a flashlight. The area was checked with negative results. There was a ten-minute time delay in the reporting.

Saturday: 11-2-24 @ 11:38 p.m. / Trespassing / #24-00020238 / 101 North Oceanshore Boulevard: Officers responded to a report of a male causing issues. The male was trespassed and then taken into custody by FHP for other charges.

Saturday: 11-3-24 @ 12:56 a.m. / Drunk Driver / #24-00020242 / 2400 block Moody Boulevard: An Officer conducted a traffic stop on a vehicle for careless driving; the investigation resulted in the driver being taken into custody and transported to the inmate facility without incident. A police report was completed.

Saturday: 11-3-24 @ 1:44 a.m. / Narcotics / #24-00020247 / 2200 block Moody Boulevard: An Officer conducted a traffic stop on a vehicle for unlawful speed; the investigation resulted in the seizure of a small amount of cannabis and a bottle of Jim Beam. The items were submitted for destruction, and the driver was issued two citations and released. Additionally, a police report was completed.

Saturday: Officers assisted FHP with several traffic stops during the shift. These assists resulted in two additional DUI arrests and a violation of probation arrest within our city.

Sunday: 11/03/24 @ 12:12 p.m. / Larceny / 2024-00020194 / 1800 Block South Central Avenue: Officer responded reference to police being taken. Upon arrival, it was found that two Harris / Walz signs were removed from the yards overnight. No cameras in that area or the victim's homes to identify the suspects. Police report completed.

Sunday: 11/03/24 @ 10:57 a.m. / Traffic Stop / 2024-00020275 / S.R. 100 @ Roberts Road: Officer conducted a traffic stop on a black Honda SUV. The driver was found to have a suspended Driver's license. Through further investigation and a search of the vehicle, drugs were located. Cannabis and Methamphetamine. Both the driver and passenger were arrested and transported to the jail. Police report completed.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
3400 Block South Ocean Shore Boulevard from, 8:55 a.m. to 9:30 a.m. (Construction Speed Enforcement) No violations observed.
2200 Block North Central Avenue from, 9:58 a.m. to 10:20 a.m. (20 MPH Enforcement) No violations observed.
1600-1700 North Daytona Avenue from, 10:35 a.m. to 11:00 a.m. (20 MPH Enforcement) Only one vehicle 22 MPH
600 North Flagler Avenue from, 11:08 a.m. to 11:30 a.m. (20 MPH Enforcement) 3 Stops 28, 30, 29 MPH

Sunday: 11-3-24 @ 5:35 p.m. / Assist Other Agency / #24-00020283 / 308 Connecticut Avenue: Officers responded at the request of another agency to locate a car. The location was checked with negative results.

Sunday: 11-3-24 @ 7:38 p.m. / Unsecured Building / #24-00020291 / 1740 Windsong Circle: Officers responded to a report of an unsecured home. They checked the interior and then secured the house without incident.

Sunday: 11-3-24 @ 10:00 p.m. / 911 Investigation / #24-00020299 / 500 block South Oceanshore Boulevard: An Officer responded to a report of a 911 hang-up. The area was checked, and no emergency or issues were located.

Sunday: 11-3-24 @ 11:53 p.m. / Traffic Stop (LPR) / #24-00020316 / 1900 North Oceanshore Boulevard: Officers stopped a vehicle for unlawful speed. The investigation resulted in the driver being cited for a suspended license, and the tag was seized per a seize tag order. The car was towed from the scene, and a police report was completed.

Sunday: 11-4-24 @ 4:49 a.m. / Death / #24-00020338 / 25 Sunset Cove: Officers responded to an assist other Agency call for an unresponsive subject. The investigation is ongoing; additionally, a police report was completed.

Monday: Deputy Chief Blanchette and Evidence Custodian Ziehl attended the Florida State Guard Multi-Agency Regional Training Facility Groundbreaking Ceremony on Justice Lane. This complex is an outdoor range facility with classrooms for firearms instruction and qualifications. This Joint effort began four years ago, with Sherriff Staly leading the initiative. The facility is expected to open in 2027.

Monday: 11/4/24 @ 4:49 a.m. / Death / Case # 2024-00020338 / 25 Sunset Cove: Officers took over the death investigation from the night shift. Officers assisted the Medical Examiner's Office, completed a supplement report, and submitted items into evidence.

Monday: 11/4/24 @ 10:08 a.m. / Suspicious Incident / Case # 2024-00020340 / 209 6th Street South: Officers were dispatched to the church in reference to a delayed incident from last week involving several juveniles and a person who lives across the street. The reporting party was given advice on what to do moving forward if the issue arises again.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 800 North Daytona Avenue, 2:30 p.m. - 3:00 p.m., no violations observed.

Monday: 11/04/24 @ 6:32 p.m. / Suspicious Person / 2024-00020357 / 2815 South Ocean Shore Blvd: Officers responded to the area in reference to an unknown subject loitering on private property. RP advised that when they first saw the male, they asked what he was doing, and the unknown male stared at him and began to walk away slowly. Officers were unable to locate the subject.

Monday: 11/04/24 @ 8:18 p.m. / 911 Investigation / 2024-00020359 / 3580 South Ocean Shore Blvd unit 502: Officers responded to an intoxicated female who called 911. She was sad that she had no one to spend Christmas with and wanted to know where she could volunteer for the holidays. Contact was made to confirm she did not need any assistance.

Monday: 11/04/24 @ 10:03 p.m. / Commercial Alarm / 2024-00020361 / 501 North Ocean Shore Blvd: Officers responded to the Golden Lion in reference to an audible alarm. Officers walked the exterior of the building and confirmed all doors and windows were secure, and no apparent forced entry was made.

Tuesday: 11/5/24 @ 8:24 AM / Commercial Alarm / Case # 2024-00020388 / 422 Beach Village Drive, Margarita Island: Officers were dispatched to the business regarding an entry/exit alarm. The staff was inside the business getting ready to open for the day and had forgotten to turn off the alarm.

Tuesday: 11/5/24 @ 10:04 AM / Suspicious Person / Case # 2024-00020397 / 1104 South Oceanshore Boulevard, Golden Magnolia Spa: Officers were dispatched to the business in reference to a homeless female sleeping on the front porch. The female left the area after Officers advised her of city ordinances.

Tuesday: 11/5/24 @ 4:38 PM / Crash No Injury / Case # 2024-00020416 / 1500 South Daytona Avenue: Two (2) vehicles involved with no injuries & minor damage. Both vehicles were removed from the scene by the drivers. A drivers exchange form was completed.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 North Oceanshore Boulevard, 7:45 AM - 8:15 AM, no violations observed.
3600 South Oceanshore Boulevard, 8:45 AM - 9:15 AM, two (2) traffic stops & written warnings.

Tuesday: 11/6/24 @ 2:38 AM / Physical Disturbance / 2024-00020432 / Moody Blvd @ S Daytona Ave: Officers responded to a disturbance involving two intoxicated females who had gotten into a physical altercation, reportedly initiated by one hiding in bushes and attacking the other. Two intoxicated males present separated them, one of whom later claimed one of the intoxicated females intentionally destroyed his phone by smashing it. Neither female wished to pursue charges against the other. The male whose phone was damaged wished to pursue charges; he will respond to the FBPD later when sober to complete all necessary paperwork. A request was made of dayshift to collect surveillance footage from SunBros. Following this call for service, and after all parties had departed, it was discovered that two of the involved parties were on probation, with a special condition of no alcohol/illegal drugs. Officers contacted their mutual probation officer to appraise him of the violation. Report completed.

Wednesday: Officers responded to one 911 hang-up, but no one was in the area upon arrival. An officer conducted one golf cart inspection.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and time;
1800 Block North Ocean Shore Boulevard from 9:54 a.m. to 10:54 p.m. (Speed Enforcement) No violations observed.
2200 Block South Ocean Shore Boulevard from 3:51 p.m. to 5:05 p.m. (Speed Enforcement) No violations observed.

Wednesday: 11/06/24@ 6:01 p.m. / 911 Investigation/ 2024-00020461 / 2100 Avenue A: Officers responded to call 911 misdial. Upon the arrival it appeared that the caller was no longer on scene and nothing out of the ordinary was observed. Nothing further.

Wednesday: 11/06/24@ 7:15 p.m. /Trespassing/ 2024-00020464 / 215 S Oceanshore Boulevard: Officers observed a male under the A-frame violating two (2) city ordinances. Contact was made with the male, and he was trespassed from the location.

Wednesday: 11/06/24@ 7:36 p.m. / Suspicious Incident/ 414 Beach Village Drive: Officers were dispatched to Publix for a male in the parking lot throwing trash on the ground, Officers were unable to locate the subject or the trash.

Wednesday: 11/06/24@ 7:32 p.m. / Domestic Disturbance/ 2024-00020466 / 2136 South Daytona Ave: Officers responded to a domestic disturbance call, the investigation resulted in one (1) party being trespassed and charges getting forwarded for domestic violence assault. Additionally, a police report was completed.

Wednesday: Nightshift Officers conducted proactive traffic enforcement at the following location;
Multiple in the 2200 Block S. Oceanshore-2 citations issued.

Thursday: 11/07/24 @ 6:38 a.m. / Death / 2024-00020507 / 1839 South Flagler Avenue: Officer responded reference to a CPR in progress. Upon arrival, the first officer on scene started CPR until the fire department arrived on scene. The fire department worked the patient as a code for several minutes before pronouncing the patient deceased. Through investigation the 85 YOA male had heart issues and the doctor advised he would sign the death certificate. The decedent was released to Craigs funeral home with consent of the Medical Examiner Investigator. Police report completed.

Thursday: 11/07/24 @ 2:49 p.m. / Animal Bite / 2024-00020522 / Wadsworth Dog Park: Officers responded reference to a white male that was bitten by a dog. Upon arrival, contact was made with the male who advised that he was in the dog park with his dog and another person's dogs and the dogs were playing. He advised a lady came to the park in a dark Kia SUV and came in the park with her dog. The female's dog started attacking the male's dog at which time the male attempted to separate the dogs and got bit on the left arm. The female then left with her dog without leaving information. A witness took her tag number down that did not come back to any vehicle. Report completed, health department, and animal control were faxed dog bite form.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following location and time; 2200 Block South Ocean Shore Boulevard from, 6:23 a.m. to 6:38 a.m. (Speed Enforcement) One violation 52/45 one citation issued. Step short due to other call.

Thursday: 11 /07/24@ 10:18 p.m. / 911 Investigation / 2024-00020540 / 2201 Joyce Street: Officers responded to a 911 hangup that was geolocated in the area. Officers arrived on scene and knocked on the door, receiving no response. Officers checked the area and were unable to locate anything suspicious.

Thursday: 11/07/24@ 9:09 p.m. / Trespassing / 2024-00020464 / 215 South Oceanshore Boulevard: Officers located a male on the boardwalk that had been trespassed the night before. The male became argumentative and was eventually placed under arrest for trespassing. Additionally, a police report was completed. See below.

Thursday: 11/08/24@ 1 :03 a.m. / Drunk Driver / 2024-00020550 / 100 BLK 15th Street South: Officers conducted a traffic stop on a vehicle for a traffic infraction, investigation led to the driver being taken into custody for driving under the influence. Additionally, a police report was completed.

Thursday: 11/08/24@ 2:24 a.m. / Suspicious Person / 2024-00020552 / 109 4th Street South: Officers located a male sleeping between 2 business. He was advised of the city ordinance and sent on his way.

Thursday: 11/08/24@ 4:55 a.m. / 911 Investigation / 2024-00020564 / 312 South 15th Street: Officers were dispatched to the location in reference to a 911 call. Upon the officer's arrival, investigation revealed the caller dialed on accident.

Thursday: Nightshift Officers conducted proactive traffic enforcement at the following location and time;
2200 block of South Oceanshore between 6:19 p.m. and 8:11 p.m. resulting in 1 citation and 1 written warning being issued.

FBFD Operational Response Report

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

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

Report Conducted: October 17- October 23

Flagler Beach Fire Department
Deputy Chief Stephen Cox
Scox@Fbfire.org



Weekly Incident Response Data

↑
eso
ANALYTICS Station Report

Last 7 Days ▾ Oct 17, 2024 - Oct 23, 2024 ▾

55%

FIRE
Percentage of Total Incidents

45%

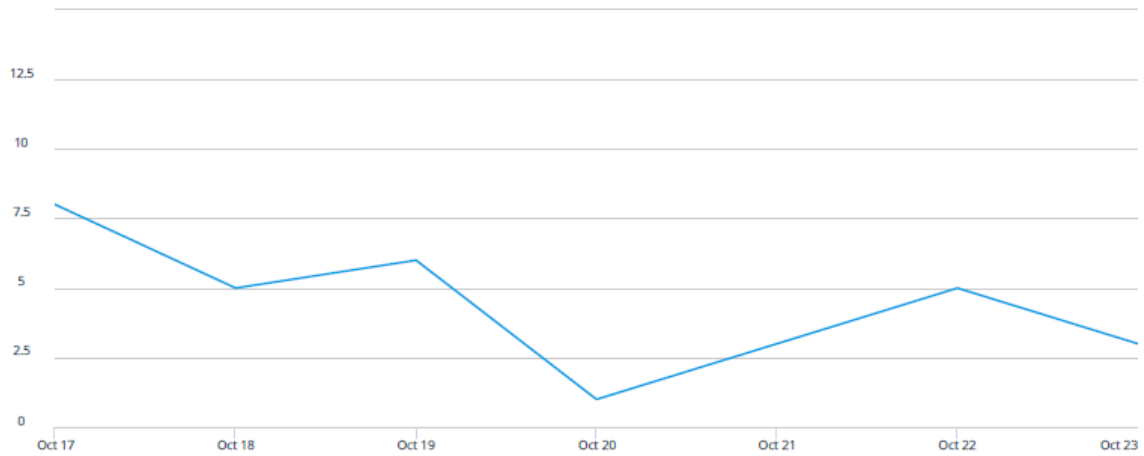
EMS
Percentage of Total Incidents

31

INCIDENTS
In Selected Time Slice

7

DAYS
In Selected Time Slice



	10/17/24	10/18/24	10/19/24	10/20/24	10/21/24	10/22/24	10/23/24	10/24/24	10/25/24	10/26/24	10/27/24	10/28/24	10/29/24	Total
Flagler Beach Fire Department Station 11	8	5	6	1	3	5	3							31
Total	8	5	6	1	3	5	3							31

Total Number of Incident for 2024

1375

From: [Robert Pace](#)
To: [Dale Martin](#)
Cc: [Penny Overstreet](#); [Katherine Monroy](#)
Subject: Weekly Highlights
Date: Thursday, October 31, 2024 10:52:45 AM

Mr. Martin,

The following are the weekly highlights;

- Trunk or Treat

The Trunk or Treat is always a wonderful event hosted by the Police Department each year. The fire Department is honored that we are requested to participate. This year was no different. There were many families and happy children that attended this year. The Fire Department had 5 staff members representing this past Saturday. Many children toured the fire truck and staff members thoroughly enjoyed visiting with the families and local residents. Special thanks goes out to Dorothy Ramirez for organizing the event for many years now.

- Station 26 Ground Breaking Event

It is no secret of the growth that is taking place in Flagler County and certainly in Palm Coast. I have attended many meetings that addressed future station locations for the PCFD and their agency could not be more excited. The plan has progressed steadily over the last few years. The next station house scheduled for construction is Station 26 on Palm Coast city owned property in Seminole Woods. A ground breaking ceremony was scheduled at the new site on October 24th. PCFD's fire administration sent a personal invitation to FBFD members to attend the event. Deputy chief Cox represented the department at the ceremony.

- Life-Scan Annual Assessments

On Monday and Tuesday this week, all of full-time staff went through the annual Life-Scan assessments. Testing consists of basic vitals, vision/hearing, physical agility, sonogram, lab work review and mental health questioning. This wellness benefit has proven itself with multiple staff member and identified issues, before becoming major problems. On a personal note, I was giving some goals to work on last year and my numbers have improved across the board. All of staff is very appreciative of the wellness benefit.

- State Recertification EMT/Paramedic

Every two years department members are required to obtain recertification as EMTs and Paramedics. Recertification is done through the Florida Department of Health. Over the two years between recertification, staff is required to complete continual education units, practical training and classroom hours to qualify. FBFD staff completed qualifications a month ahead of schedule. Each staff member must also complete a Department of Health survey and application for renewal. I am

happy to announce that qualifications were met and all of staff has completed the recertification process.

- Blue Flag Raise

Entering the month of November, the Blue Flag Raise always takes at 1st Fridays in Veterans Park. The blue flag initially years ago was raised for Prostate Cancer Awareness. Diabetes Awareness gained a lot of attention through the years and this cause is also recognized in November. The blue shirts worn by the fire department displays both Prostate Cancer and Diabetes Awareness on the sleeves. There will be approximately 6 department members in Veterans Park for the blue flag raise on Friday.

- Tony Gasparino Memorial Ceremony

For the last 8 years the Tony Gasparino Memorial Ceremony is held the first Saturday in the month of November. The ceremony will be held at Santa Maria Del Mar Catholic Church at 11:00 AM. Tony Gasparino was veteran, a firefighter and a member of the Knights of Columbus. The ceremony will honor military and public safety members. Larry Wolfe was selected this year to receive an award. Larry's wife (Kathy) and members of the department will be in attendance to recognize Larry.

- Impact Issue

As previously mentioned, 1st Friday, the blue flag raise and the Tony Gasparino Memorial Ceremony will take place over the weekend. In addition, on Saturday there will be the Food Truck Palooza in the parking lot in front of Badcock. There are a 1000 people expected for this event alone. All totaled, there are thousands of visitors that can be expected visiting the city.

I look forward to talking to you soon.

Thanks,

Robert Pace
Fire Chief
Flagler Beach Fire Rescue
320 S. Flagler Ave
Flagler Beach, Florida 32136
Office-386-517-2010
Cell-386-276-0405



From: [Robert Pace](#)
To: [Dale Martin](#)
Cc: [Penny Overstreet](#); [Katherine Monroy](#)
Subject: Weekly Highlights
Date: Thursday, November 7, 2024 10:11:57 AM

Mr. Martin,

The following are the weekly highlights;

- Blue Flag Raise

There were 5 members representing the department for the blue flag raise at 1st Friday. Diabetes Awareness has become a huge push over the last few years for an illness that affects millions of people across the nation. Locally, I believe the city has done an outstanding job bringing awareness to the cause. 1st Friday's own (Vern Shank) gave testimonial on how following certain parameters can be life changing in dealing with Diabetes. After the proclamation was read and important information was delivered to the crowd, FBFD staff members assisted with the flag raise. Special thanks to Commissioner Belhumeur for delivering the proclamation.

- Tony Gasparino Memorial Ceremony

I delivered incorrect information in last week's report as far as how many years the memorial ceremony has taken place. This was the 9th year for the ceremony not the 8th and I believe there were the most attendees I have ever witnessed this year. All totaled there were 13 recipients that received awards. This year also included church staff going above and beyond the call of duty, in addition to recognizing members of the military, law enforcement and fire service. Two members of the fire service were recognized. This included PCFD's Deputy Chief (Brad Clark) and Volunteer Firefighter Larry Wolfe. This award meant a lot to Larry and he could not have been more appreciative.

- T-N-T Extrication Tools Annual Service/Inspection

The department has many annual services, testing and inspections that take place throughout each year. Although the department has just entered the new fiscal budget, the annual schedule has already begun. First on the list was the T-N-T extrication tools. This includes the spreaders, cutters, rams, hydraulic lines and pump. This service/inspection was conducted on Monday with no major discrepancies noted.

- Emergency Management Survey on Hurricane Milton

Flagler County Emergency Management sent out an email that contained a survey called Hurricane Milton: Flagler County EOC Activation Hotwash Survey. The survey covered general information, areas of improvement and positive practices. As we are both aware, the city has a limited number of staff members available to be city representatives when the EOC is activated. I believe this to be a

very important task in sharing real-time information between the city, the county, Emergency Management and the State. My concern is early activation of the EOC, requiring 24 hours of coverage. My request was to go to 24-hour rotations when the storm is eminent. My thought is that early communication can be accomplished through phone conferences. For positive practices, I addressed clear and precise communications. I have completed the survey and submitted it to Emergency Management.

- Volunteer Firefighter Association Donation Drive/ Women’s Club

Every year around this time, the Volunteer Firefighter Association conducts its annual donation drive. This was a whole undertaken in years’ past, as staff would package approximately 6000 letters in their spare time for the drive. Over the last several years, the ladies of the Flagler Beach Women’s Club have offered their services to package all the material. I have always and always will praise the Women’ Club for the support they provide for the Fire Department. The letters/envelops have been completed by the printers and delivered to the Women’s Club. Packaging is estimated to be completed by the beginning of next week. At that time, volunteer members will pick-up the material and deliver it to the Post Office for circulation.

- Annual Floor Cleaning at the Fire Station

Typically, every year in November, the Fire Department will have the station floors stripped and waxed. The department has also incorporated floor buffing quarterly to have the station looking as nice as possible. Even with these practices, build-up on the floors can happen fairly quickly with staff on duty 24/7, 365 days a year. I am in communication with the owner of Bumble Bee Cleaning & Restoration to schedule the annual floor cleaning. Tentatively, we are looking at this taken place towards the end of November. The timing is important, so the floors look great for the Children’s Christmas Party on December 7th.

- Impact Issues

There are no scheduled special events to take place within the city this weekend.

I look forward to talking to you soon.

Thanks,

Robert Pace
Fire Chief
Flagler Beach Fire Rescue
320 S. Flagler Ave
Flagler Beach, Florida 32136
Office-386-517-2010
Cell-386-276-0405





Flagler Beach Fire Department

Weekly Run Report from 8/3/23 – 8/10/23

CALLS BY INCIDENT TYPE

EMS

21

FIRE

4

Hazardous Condition (No Fire)

0

Service Call

8

Motor Vehicle Accident

0

HazMat

Water Rescue

Total

0

0

33