



CITY COMMISSION REGULAR MEETING AGENDA

Thursday, October 24, 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. Proclamation recognizing October 2024 as National Domestic Violence Awareness Month.
4. **Deletions and changes to the agenda**
5. **Public comments regarding items not on the agenda**

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
6. **Consent Agenda**
 - a. Approve the minutes of the Special Meeting of October 14, 2024 and the Regular Meeting of October 17, 2024.
7. **General Business**
 - a. Approve a two-year agreement for Lobbyist Services with Anfield Consulting.
 - 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.
 - 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.
 - d. Resolution 2024-63 Approving a Standard Grant Agreement with the State of Florida to Accept Funding Through the Florida Recreation Development Assistance Program
 - 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.
 - 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.
 - 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.

[h.](#) Annual City Manager evaluation review.

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.

[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.

This item is still under review by the Florida Department of Economic Opportunity and will not be heard/discussed at this meeting. The sole purpose of it remaining on the agenda is to provide a Date/Time certain when the item will be heard.

[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.

This item is still under review by the Florida Department of Economic Opportunity and will not be heard/discussed at this meeting. The sole purpose of it remaining on the agenda is to provide a Date/Time certain when the item will be heard.

[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.

This item is still under review by the Florida Department of Economic Opportunity and will not be heard/discussed at this meeting. The sole purpose of it remaining on the agenda is to provide a Date/Time certain when the item will be heard.

[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.

[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.

[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.

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.

**A PROCLAMATION OF THE
CITY OF FLAGLER BEACH
RECOGNIZING THE MONTH OF OCTOBER 2024 AS
NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, their home is tarnished by violence and fear; and

WHEREAS, family violence is a crime that transcends race, religion, ethnicity and economic stature with one of its greatest tragedies being its effect on our children; and

WHEREAS, an estimated 4.8 million cases of domestic violence occur each year tragically killing an average of three women every day nationally; and

WHEREAS, the Family Life Center, the only certified domestic violence emergency shelter and rape crisis center in Flagler County, provided over 6,998 hours of services to victims in the past year; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrific crime; and

WHEREAS, Family Life Center, the Flagler County Advocates Alliance and the Flagler County Domestic Violence Task Force membership are committed to confront this crisis and are working together to increase public understanding of this problem and mobilize community efforts to end domestic violence in Flagler County.

NOW THEREFORE, BE IT PROCLAIMED BY THE CITY OF FLAGLER BEACH that they hereby declare the month of **October 2024** as “**National Domestic Violence Awareness Month**” in Flagler Beach and urge all citizens of Flagler Beach to become a part of the community response to end domestic violence and to send the message that this crime will not be tolerated in our community. As we spread awareness of domestic violence in our community during the month of October, we recognize that it takes an entire community to stand together and make a difference. Together we can break the cycle and impact the lives of future generations.

Adopted this 10th day of October 2024.

Patti King, Mayor



CITY COMMISSION SPECIAL MEETING MINUTES

Monday, October 14, 2024 at 2:00 PM

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

ALL MEETING ITEMS WILL BE CONTINUED UNTIL MEETING IS COMPLETE.

PRESENT: Mayor Patti King, Chair Scott Spradley, Vice -Chair James Sherman and Commissioner Rick Belhumeur.

ABSENT: Commissioners Eric Cooley and Jane Mealy.

1. **Call the meeting to order.** Chair Spradley called the meeting to order at 2:03 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. **Public Hearings**
 - a. Resolution 2024-60, a Resolution by 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. City Manager Dale Martin read the title of the resolution into the record. Chair Spradley opened the public hearing. No comments were offered. Chair Spradley closed the public hearing. Motion by Commissioner Belhumeur to approve Resolution 2024-60. Commissioner Sherman seconded the motion. The motion carried three to zero.
4. **Adjournment.** Motion by Commissioner Belhumeur to adjourn the meeting at 2:05 p.m.

Attest:

Scott Spradley, Chair

Penny Overstreet, City Clerk

Anfield [CONSULTING]

AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional consulting and lobbying services (hereinafter referred to as “Agreement”) between Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as “ANFIELD”), and City of Flagler Beach, a political subdivision of the State of Florida (hereinafter referred to as "CLIENT"). ANFIELD and CLIENT shall collectively be referred to as the “Parties.” (<https://www.anfieldflorida.com>)

(1) Services: ANFIELD shall assist CLIENT with lobbying all relevant issues before the State Legislative and the Executive Branches including all state agencies, St. Johns River Water Management District and Flagler County. The primary manager lead for ANFIELD will be Edgar G. Fernandez. He will be supported by his Partners, Brett Cyphers and Natalie Fausel.

In addition to its state lobbying responsibilities ANFIELD will also lobby, coordinate and manage federal outreach and advocacy efforts in furtherance of the City of Flagler Beach’s goals.. ANFIELD will be assisted in this effort by the law firm of Becker & Poliakoff, P.A. Florida, a privately-owned corporation registered in the State of Florida for federal lobbying services. (<https://beckerlawyers.com/washington-dc/>).. Omar Franco, the managing director of the Becker & Poliakoff’s, Washington DC office lobbying practice will serve as the lead on outreach to the Federal Legislative and Executive Branches, as well as the U.S. Army Corps of Engineers.

The ANFIELD / Becker team shall provide strategic consulting, facilitation and advocacy services.

All representations made by the ANFIELD / Becker team on CLIENT’S behalf shall be subject to prior approval by CLIENT’S authorized representative, City Manager or designee.

(2) Term and Compensation: The term for the agreement will commence on **November 13th, 2024 and end November 12th, 2026**. CLIENT will pay ANFIELD a monthly payment in the amount of EIGHT THOUSAND FIVE HUNDRED dollars (\$8,500.00) to perform the services specified in Section (1).

Each shall be payable monthly upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement.

The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. However, ANFIELD shall be entitled to reimbursement in addition to the retainer and monthly fee for those additional expenses including but not limited to business travel, lodging, state or local lobbying registration or renewal fees, express mail costs, costs of preparing presentation materials needed to represent the client, and similar related costs during the term of the agreement. ANFIELD will discuss such expenditures before incurring them and to receive prior authorization for said expenses from CLIENT’S authorized representative, the City Manager or their designee.

(3) Issuance of Payments and Notice: CLIENT shall make checks payable to ANFIELD Consulting, Inc. and send payment(s) to: 201 West Park Avenue, Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.

(4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based on number of business days in a calendar year. If retainer and monthly fee exceed the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to: City of Flagler Beach.

(5) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America.

(6) Confidentiality: ANFIELD acknowledges and understands that this Agreement and the services rendered to the CLIENT are confidential between the two Parties and that a violation or breach of confidentiality is cause for termination and other relief pursuant to section (5) of this Agreement.

(7) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of November 13th, 2024.

For the Anfield Consulting, Inc.:

For the City of Flagler Beach:

Alberto Balido, Managing Partner

Date Executed

Date Executed



STAFF REPORT

Regular City Commission Meeting

October 10, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: October 10, 2024

Item Name: Resolution 2024-56 PNC Bank Proposal and Presentation

Background: Following a discussion by the Investment Committee, City staff reviewed current banking services, fees, and rates provided by Truist Bank. Following the review, staff presented findings and a recommendation to the Investment Committee, which supported the recommendation to move City banking services to PNC Bank. Based upon that recommendation, the Investment Committee requested a presentation to the City Commission by PNC Bank representatives.

Mr. Keith Callahan, Vice President of PNC Public Finance, will provide a short presentation of the proposal for the City and general overview of the bank.

Fiscal Impact: The fiscal impact is detailed in the PNC Bank presentation. Staff may provide additional insight to the City Commission.

Staff Recommendation: Staff recommends that the City Commission approve Resolution 2024-XX

Attachment: Resolution 2024-56
Presentation

RESOLUTION 2024-56

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH APPROVING THE TRANSITION OF TREASURY MANAGEMENT AND BANKING SERVICES TO PNC BANK; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach Investment Committee requested City staff conduct a review of financial services provided by the City’s current banking partner; and,

WHEREAS, following the staff review and discussion with the Investment Committee, the Investment Committee recommended that PNC Bank submit a proposal and offer a presentation for Treasury Management and Banking Services for the City of Flagler Beach; and,

WHEREAS, PNC officials offered a presentation and proposal at the October 10, 2024, City Commission Regular Meeting;

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

SECTION 1. The City Commission approves the transition of Treasury Management and Banking Services to PNC Bank.

SECTION 2. The City Commission authorizes City staff to execute appropriate documents associated with this transition.

This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS 10th DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

Proposal Response For Treasury Management Services to

City of Flagler Beach

Presented Sept 26, 2024



Michael Olliff

Public Finance Relationship Manager

Email: michael.olliff@pnc.com

Phone: 727-742-5342



Keith Callahan

Public Finance Treasury Management Officer

Email: keith.callahan@pnc.com

Phone 704-341-4530



Peter Pulos

National Director of Treasury Management – Public Finance

Email: peter.pulos@pnc.com

Phone: 262-844-1822



Carol Taylor

Public Finance Relationship Service Advisor

Email: carol.taylor@pnc.com

Phone: 317-267-7850

PNC's Financial Strength

High-quality national franchise with a commitment to responsible growth

For nearly 160 years, PNC has navigated a steady course while growing in size and sophistication. PNC has consistently maintained a strong capital position with capital levels that are higher than the regulatory requirements considered to be “well-capitalized.”

PNC Highlights

Founded: 1865

Branches: ~2,300

ATMs: ~9,000

Employees: ~56,000

Assets: \$566 billion

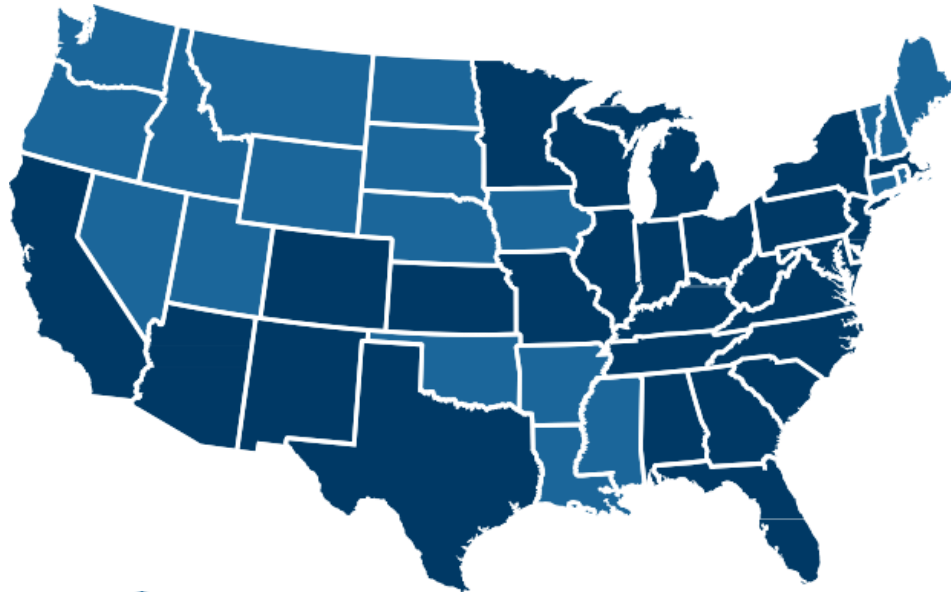
Deposits: \$426 billion

Shareholders Equity: \$49 billion

Assets Under Admin: \$325 billion

Issuer rating: A / A2 / A+

#6th Largest U.S. bank by deposits




- National:** Asset Management, Corporate & Institutional Banking and Retail Digital Presence (includes AK, HI)
- Regional:** Asset Management, Corporate & Institutional Banking and Retail Bank Branch Presence

PNC Treasury Management Platform

Embracing the Digital Future to Power Your Digital Transformation

Section 7, Item b.

Continuously Innovating Technology


- Prioritizing **integration** into your core systems - creating an improved experience for your customers and suppliers 
- Incorporating machine learning and automation to create **highly efficient processes**
- Making **equity investments** in **fintechs** to draw on their unique capabilities to bolster our own
- Taking a **leadership role in the future of payments** through the deployment of Real-Time Payments (RTP®)
- Continuously **investing** in **technology** and **innovation**

Our current plan has us investing more than

\$1.8 Billion

in 2024


Teams of Experienced Professionals

- Scalable relationships and proactive support - bringing together the right people to help you architect your vision 

2022 Greenwich Survey¹ - PNC Ranked Best In Class in:

- ✓ Customer Service
- ✓ Ease of Product Implementation
- ✓ Overall Product Capability
- ✓ Effectiveness of Fraud Prevention Capabilities
- ✓ Innovation in Products and Services
- ✓ Digital Product Capabilities
- ✓ Overall Digital Experience
- ✓ Integration with Client IT Systems

Driving Business Performance

- Focus on providing you the **data** you need **to** help you optimize workflows and **drive business performance** 
- Processing transactions in real time to allow you to **stay up-to-the-minute** on your financial position
- **Providing** you with **access** to information through a variety of channels including powerful APIs to **integrate** with **your workflows** and **systems**

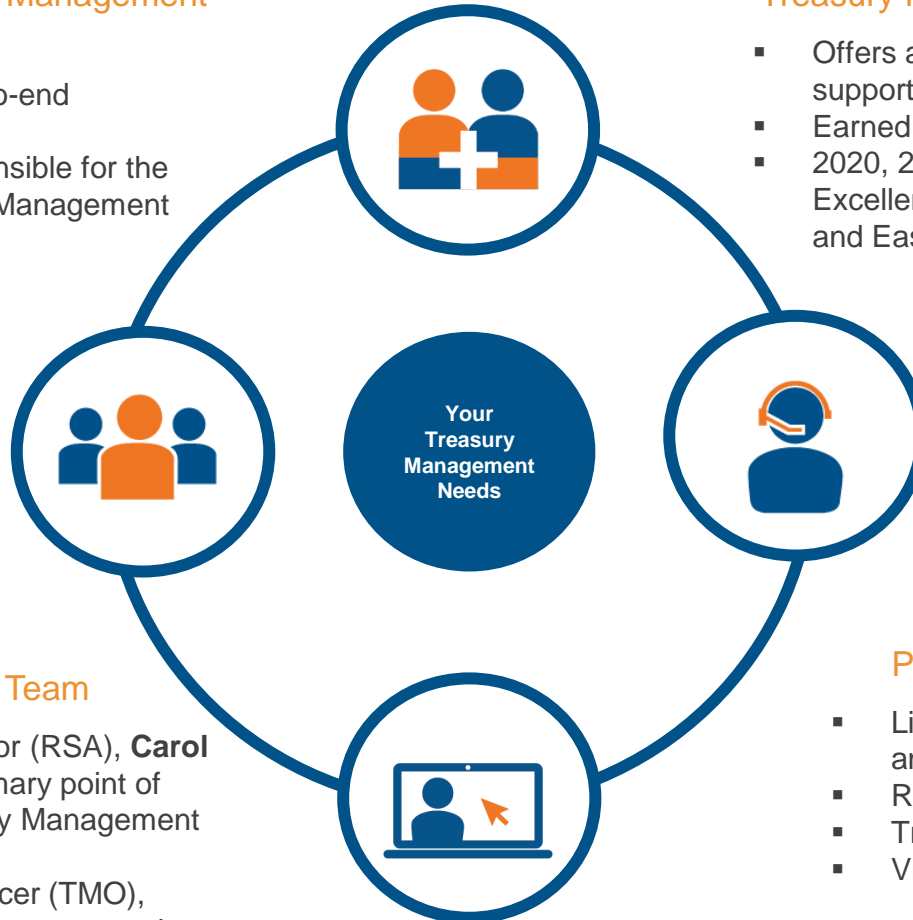
Client Support Model

Customer Service

Multi-Tiered Approach to Support

Implementation and Project Management Team

- Responsible for your end-to-end implementation support
- Take ownership and responsible for the outcome of your Treasury Management service implementation



Treasury Management Client Care Team

- Offers additional, extended hours of support
- Earned an A+ rating from Phoenix-Hecht
- 2020, 2021, and 2022 Greenwich Excellence Award for Customer Service and Ease of Implementations

Dedicated Account Team

- Relationship Service Advisor (RSA), **Carol Taylor**, serves as your primary point of contact for all your Treasury Management service needs
- Treasury Management Officer (TMO), **Keith Callahan**, serves as your trusted advisor
- Account Manager, **Sharon Rees**, serves as your back-up in the absence of TMO

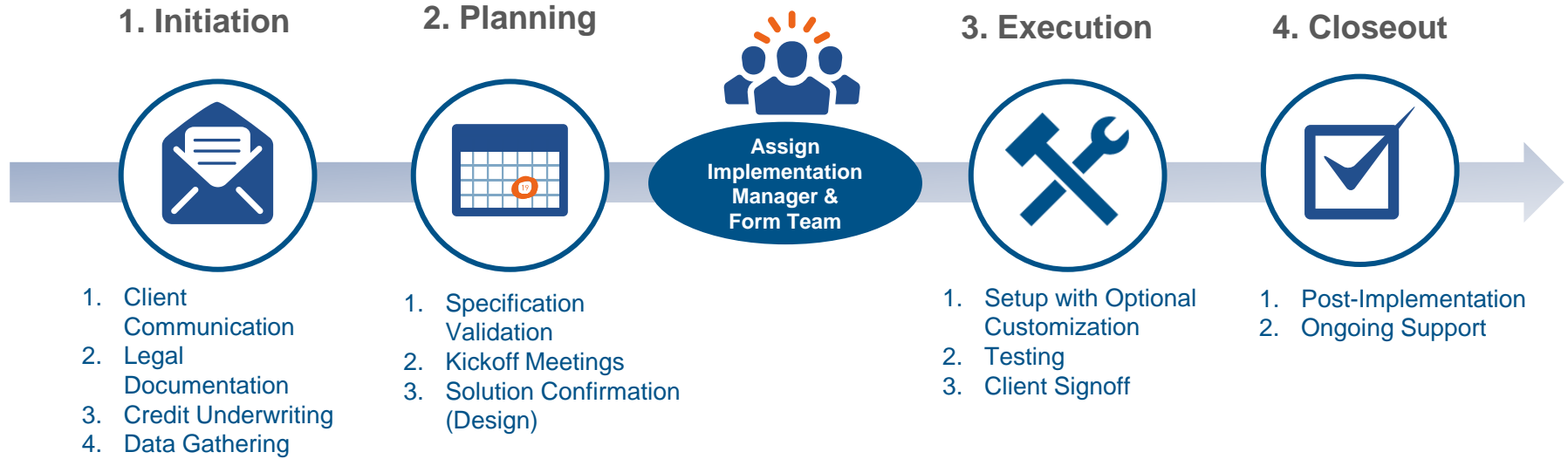
PINACLE Customer Service

- Live Messaging for quick and easy answers
- Request support
- Track status and resolution
- View tip cards, FAQs and training

Transition Process

There for You Every Step of the Way – All 132 Steps Over 8 Weeks

*PNC uses a project management approach throughout implementation, From onboarding to communicating regularly throughout the project, we help **streamline** the process.*



Customized Training Approach Designed to Help Meet Your Needs



Web Based Live Class



Web Based Recorded



Policy Reviews & Training Guides

Proposal Summary

5 Accounts

- **4 Interest Bearing Checking Accounts (\$1.97M of balances)**
 - Interest bearing @ 4.00% - \$6,574 earned monthly – approx.
 - \$465.66 of account analysis charges
 - Net position (Interest minus charges) = \$6,109

- **1 Checking Account (\$4.81M in balances)**
 - \$0 Fees
 - By using a target balance of \$1.02MM to receive earnings credit rate of 1.75%
 - MMDA Sweep interest rate of 4.35% - \$13,763 earned monthly – approx.
 - By sweeping remaining \$3.79MM into PNC Money Market Account

- **Total**
 - \$465 monthly, \$5,587 annual charges (charges are waived for 1 year, until Nov 2025)
 - \$20,337 interest paid to City – monthly approx.
 - \$244,047 interest paid to City – annually (\$288,417 paid in year 1 during fee waiver)

PINACLE®

PNC's Award Winning Online System



Technology

- Single secure access point
- Payments, receivables, liquidity and fraud management
- Omni-channel or mobile



Customer Service

- Live messaging
- Robust Help & Training Center
- Contextual tutorials



Security

- Layered security access
- Comprehensive user entitlements
- Event Notifications



For illustrative purposes only

Fraud Protection Services

How It Works



POSITIVE PAY

- You provide daily check issue data
- Checks presented for payment matched against your data
- PNC reports exception items
- You make exception decisions



CHECK / ACH BLOCK

- PNC blocks all checks on an account
- PNC blocks all ACH debits on an account



ACH POSITIVE PAY

- You establish 'rules' for filtering ACH debits
- You review any 'suspect' ACH debits
- You choose to 'pay' or 'return'



BORING IS THE CATALYST FOR ALL THE UN-BORING THINGS YOU DO IN LIFE.

Think about it. Boring is smart, steady, dependable. It's not wild or spontaneous. And neither are we. You see, for nearly 160 years, we've been brilliantly boring with your money. The pragmatic, calculated kind of boring. So, you can be happily fulfilled with your life. Which is pretty un-boring, when you think about it.



BORING

makes vacations happen

BORING

scores courtside seats



BORING

leaves fat tips

PNC, PNC Bank, ACHIEVEMENT, PINACLE, Working Cash, ActivePay, Global Trade Excellence, Midland Loan Services, Enterprise!, CMBS Investor Insight, Portfolio Investor Insight, Borrower Insight, Shared Servicing, PNC Riverarch Capital, PNC Erieview Capital, Solebury Capital, Solebury Trout, TEMPUS TECHNOLOGIES, Forecast and Forsite are registered marks of The PNC Financial Services Group, Inc. ("PNC").

Bank deposit, treasury management and lending products and services, foreign exchange and derivative products (including commodity derivatives), bond accounting and safekeeping services, escrow services, and investment and wealth management and fiduciary services, are provided by PNC Bank, National Association ("PNC Bank"), a wholly owned subsidiary of PNC and **Member FDIC**. Equipment financing and leasing products are provided by PNC Equipment Finance, LLC, a wholly owned subsidiary of PNC Bank. Energy financing is provided by PNC Energy Capital LLC, a wholly owned subsidiary of PNC Equipment Finance, LLC, and by PNC Commercial, LLC (an indirect wholly owned subsidiary of PNC). Aircraft financing is provided by PNC Aviation Finance, a division of PNC Equipment Finance, LLC. Asset-based lending is provided by PNC Business Credit, a division of PNC Bank and PNC Financial Services UK Ltd (an indirect wholly owned subsidiary of PNC Bank) in the United Kingdom. Specialty finance products are provided by Steel City Capital Funding, a division of PNC Bank. Merchant services are provided by PNC Merchant Services Company. Payroll processing services to employees, officers, and directors of third party companies acquired by, or merged into, other third parties are provided by PNC PAID, LLC, a wholly owned subsidiary of PNC Bank. Secure payment gateway services and reporting and payment-processing solutions are provided by Tempus Technologies, Inc., a wholly owned subsidiary of PNC Bank. Wholesale international money transfer services are provided by PNC Global Transfers, Inc., a wholly owned subsidiary of PNC. Direct equity investing and mezzanine financing are conducted by PNC Capital Finance, LLC through its PNC Riverarch Capital, PNC Mezzanine Capital and PNC Erieview Capital divisions. Investment banking and capital markets activities are conducted by PNC through its subsidiaries PNC Bank, PNC Capital Markets LLC (including through its trade name, PNC FIG Advisory), Harris Williams LLC, Solebury Capital LLC, and Sixpoint Partners LLC and Sixpoint Partners Europe Ltd SP Capital Partners, LLC, an exempt reporting investment adviser not currently registered as an investment adviser under the Investment Advisers Act of 1940 and an indirect subsidiary of PNC, provides investment advisory and management services to SP Capital Fund, LP. Services such as public finance investment banking services, securities underwriting, and securities sales and trading are provided by PNC Capital Markets LLC and PNC FIG Advisory. Mergers & acquisitions advisory and related services are provided by PNC Capital Markets LLC, PNC FIG Advisory, Fortis Advisors LLC, Harris Williams LLC, Harris Williams & Co. Ltd., and Harris Williams & Co. Corporate Finance Advisors GmbH. Harris Williams & Co. Ltd is a private limited company incorporated under English law with its registered office at 8th Floor, 20 Farringdon Street, London EC4A 4AB, UK, registered with the Registrar of Companies for England and Wales (registration number 07078852). Harris Williams & Co. Ltd is authorized and regulated by the Financial Conduct Authority. Harris Williams & Co. Corporate Finance Advisors GmbH is registered in the commercial register of the local court of Frankfurt am Main, Germany, under HRB 107540. The registered address is Bockenheimer Landstrasse 33-35, 60325 Frankfurt am Main, Germany (email address: hwgermany@harriswilliams.com). Geschäftsführer/Directors: Jeffery H. Perkins, Paul Poggi. (VAT No.DE321666994). Harris Williams is a trade name under which Harris Williams LLC, Harris Williams & Co. Ltd, and Harris Williams & Co. Corporate Finance Advisors GmbH conduct business. Equity capital markets advisory and related services are provided by PNC Capital Markets LLC, Harris Williams LLC, Harris Williams & Co. Ltd, Harris Williams & Co. Corporate Finance Advisors GmbH, Solebury Capital LLC and Solebury Trout LLC. PNC Capital Markets LLC, Harris Williams LLC, Solebury Capital LLC, and Sixpoint Partners LLC are registered broker-dealers and members of FINRA and SIPC. Sixpoint Partners Europe Ltd is a private limited company incorporated under English law with its registered office at 25 Savile Row, 4th Floor, London, W1S 2ER, UK, registered with the Registrar of Companies for England and Wales (registration number 12327421). **Sixpoint Partners Europe Ltd is an Appointed Representative of Mirabella Advisers LLP, which is authorized and regulated by the Financial Conduct Authority number 606792.** Retail brokerage services and managed account advisory services are offered by PNC Investments LLC, a registered broker-dealer and an SEC-registered investment adviser and member of FINRA and SIPC. Annuities and other insurance products are offered through PNC Insurance Services, LLC. Neither PNC Bank nor PNC Capital Markets LLC are registered as a municipal advisor under the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act"). PNC Bank and certain of its affiliates including PNC TC, LLC, an SEC-registered investment adviser wholly owned by PNC Bank, do business as PNC Real Estate. PNC Real Estate provides commercial real estate financing and related services. Through its Tax Credit Solutions segment, PNC Real Estate provides lending services, equity investments and equity investment services relating to Low Income Housing Tax Credit ("LIHTC"), affordable housing preservation, New Markets Tax Credit ("NMTC") and Historic Tax Credit ("HTC") investments. PNC TC, LLC provides investment advisory services to funds sponsored by PNC Real Estate for LIHTC, HTC, NMTC and affordable housing preservation investments. Registration with the SEC does not imply a certain level of skill or training. This material does not constitute an offer to sell or a solicitation of an offer to buy any investment product. Risks of each fund, as well as information regarding the investments, risks, and expenses of each fund, are described in the fund's private placement memorandum (PPM) or other offering documents. Please read the PPM and other offering documents carefully before investing.

Important Investor Information – Securities, insurance, foreign exchange, and derivative products are:

**Not FDIC Insured • Not Bank Guaranteed • Not A Deposit
Not Insured By Any Federal Government Agency • May Lose Value**

In Canada, PNC Bank Canada Branch, the Canadian branch of PNC Bank, provides bank deposit, treasury management, lending (including asset-based lending) and leasing products and services. Deposits with PNC Bank Canada Branch are not insured by the Canada Deposit Insurance Corporation or by the United States Federal Deposit Insurance Corporation.

Lending, leasing and equity products and services, as well as certain other banking products and services, require credit approval. PNC does not provide legal, tax or accounting advice unless, with respect to tax advice, PNC Bank has entered into a written tax services agreement.

5 Accounts

- **4 Interest Bearing Checking Accounts (\$1.97M of balances)**
 - Interest bearing @ 4.00% - \$6,574 earned monthly – approx.
 - \$465.66 of account analysis charges
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STAFF REPORT

Meeting Name: Regular Commission Meeting

Meeting Date: October 24, 2024

To: City Commission

From: Dale L. Martin, City Manager

Date: October 24, 2024

Item Name: Resolution 2024-62, a Resolution by the City of Flagler Beach, Florida, renaming the Investment Committee to the Finance Committee; providing for conflict and effective date.

Background: The Investment Committee meets on a quarterly basis. The topics discussed at their meetings encompass more than investment trends and include more day-to-day financials. At the Committee's September meeting, it was the consensus of the Committee to change the name of the Committee to the Finance Committee as it more accurately reflects topics discussed.

Fiscal Impact: N/A

Staff Recommendation: Approve Resolution 2024-62

Attachments: Resolution 2024-62

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

WHEREAS, the current Investment Committee consists of the City Mayor, a Commissioner, an attorney, an Investment Broker/Counselor and a Banker. The City Manager and the Finance Director serve as ex-officio members; and

WHEREAS, it would be more effective for the City to broaden the scope of the committee while changing the Committee’s name to the Finance Committee to more accurately reflect the topics discussed.

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

SECTION 1. That the Investment Committee’s name to change to the Finance Committee.

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

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

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



STAFF REPORT

Regular City Commission Meeting

October 24, 2024

To: Elected Officials

From: Dale L. Martin, City Manager

Date: October 10, 2024

Item Name: Resolution 2024-63 Approving a Standard Grant Agreement with the State of Florida to Accept Funding Through the Florida Recreation Development Assistance Program

Background: Ms. Caryn Miller, former Community Redevelopment Agency (CRA) Executive Director, had submitted an application to the State of Florida (Department of Environmental Protection [DEP]) seeking funding for the redevelopment of Wickline Park (including a new playground). The State notified the City several weeks ago that the City's funding request had been approved, thereby awarding the City, specifically the Community Redevelopment Agency, \$170,000 for the Wickline Project (which must be similarly matched by the Community Redevelopment Agency).

The Ad Hoc Parks Committee has remained active to support the Wickline Project effort. The City is soliciting interest in Parks consultant to assist with the redevelopment of Wickline Park. Submissions of interest from consultants are due to the City by November 15, 2024.

Fiscal Impact: The grant award from the FDEP is \$170,000. A matching \$170,000 was originally included in the 2023/2024 CRA budget (Improvements, Line 101.5391.606300) and will be encumbered to the current fiscal year as part of a proposed budget amendment before the City Commission on Nov 14, 2024.

Staff Recommendation: Staff recommends that the City Commission approve Resolution 2024-63

Attachments: Application (electronic)
Florida Recreation Development Assistance Applicant Priority List
Resolution 2024-63
Request for Qualifications, Parks Consultant

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.

WHEREAS, the City has been awarded a Florida Recreation Development Assistance Program (FRDAP) grant for the refurbishment of the playground at Wickline Park; and

WHEREAS, the attached Exhibit "A" is the standard Agreement required by the Florida Department of Environmental Protection and outlines the terms of the agreement.

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

SECTION 1. Exhibit "A" is hereby made a part of Resolution 2024-63 and the City Commission accepts the grant award in the amount of \$170,000,00, agrees to the 50/50 match and the terms and conditions incorporated herein.

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

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

PASSED AND ADOPTED THIS _____ DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

Section 7, Item d.

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Wickliffe Park Playground Agreement Number: P5021

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Flagler Beach Entity Type: Local Government

Grantee Address: PO Box 70, Flagler Beach, 32136 FEID: 59-6000605

(Grantee)

3. Agreement Begin Date: Upon execution Date of Expiration: June 30, 2027

4. Project Number: P25021 Project Location(s): 800 S Daytona Ave, Flagler Beach, FL, 32136
(If different from Agreement Number)

Project Description: New - playground

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$170,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item #1829, GAA, FY2024-2025	\$ 170,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 170,000.00

Total Amount of Funding + Grantee Match, if any: \$ 340,000.00

<p>6. Department's Grant Manager Name: <u>Jeremy Pe</u> or successor</p> <p>Address: <u>3900 Commonwealth Blvd.</u> <u>Tallahassee, FL</u> <u>32399-3000</u></p> <p>Phone: <u>850-245-2732</u></p> <p>Email: <u>jeremy.pe@floridadep.gov</u></p>	<p>Grantee's Grant Manager Name: <u>Katherine Monroy</u> or successor</p> <p>Address: <u>105 S. 2ND STREET</u> <u>Flagler Beach, FL</u> <u>32136</u></p> <p>Phone: <u>386-517-2000 ext. 238</u></p> <p>Email: <u>KMonroy@cityofflaglerbeach.com</u></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Flagler Beach	GRANTEE
Grantee Name	
By _____	_____
(Authorized Signature)	Date Signed
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	Date Signed
Mara Gambineri, Deputy Secretary for Land and Recreation	
Print Name and Title of Person Signing	

Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee’s forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties’ Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties’ records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee’s match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.
 This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

price subcontracted activities shall be supported with a copy of the subcontractor’s invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department’s Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager’s approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant’s Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee’s direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee’s contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney’s fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department’s Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee’s business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days’ notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee’s control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE’S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee’s breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee’s obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee’s sole expense; and (3) assistance in defending the action at Grantee’s sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee’s negligence, waive Department’s sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department’s liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department’s right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department’s right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

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general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

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is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5021

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Wickline Park Playground. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50 percent match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$170,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made on July 1, 2024, or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Wickline Park Playground
 Grantee Name: City of Flagler Beach
 FRDAP Project # P25021

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 105 S. 2ND Street Flagler Beach FL, 32136 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There a match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$170,000
Required Grantee Match Amount:	\$170,000
Total Estimated Project Cost:	\$340,000
Match Ratio:	50:50

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Development of Commencement Documentation Checklist (DRP-107)¹.</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes a new playground.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2027, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

	<p>Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>		
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Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse’s Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General’s Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General’s website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$170,000.00	140002
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$170,000.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
- Status Reports.**
- a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
- a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Table with 3 columns: Project Elements, Work Accomplished, % Completed. Multiple empty rows for data entry.

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- January through April: Due May 5th
 - May through August: Due September 5th
 - September through December: Due January 5th
- Final Status Report Date from Project Completion Certification: _____

LIAISON: _____
Signature

_____ Date



**EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0	\$0

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



Florida Department of Environmental Protection

Florida Recreation Development Assistance Program

FY 2024-2025 FRDAP Applicant Priority List

Large Development Projects

Rank	Applicant	Project Name	County	Amount Requested	Score
1	Taylor County	Southside Park Phase 2	Taylor	\$ 124,830.00	102
2	City of Fort Meade	Peace River Park Phase 1	Polk	\$ 200,000.00	101
3	Taylor County	Taylor County Horsemen's Arena	Taylor	\$ 200,000.00	101
4	Jackson County	Cypress Community Park Improvements	Jackson	\$ 200,000.00	101
5	City of Fort Lauderdale	Oswald Park	Broward	\$ 200,000.00	100
6	City of Wildwood	Lake Deaton Park	Sumter	\$ 200,000.00	99
7	Spring Lake Improvement District	Arbuckle Creek Park	Highlands	\$ 147,500.00	99
8	City of Fort Lauderdale	Carter Park	Broward	\$ 200,000.00	98
9	City of West Miami	Recreation Center & Park Development	Miami-Dade	\$ 200,000.00	97
10	City of Parkland	Terramar Park Improvements	Broward	\$ 200,000.00	96
11	City of Live Oak	Heritage Park & Gardens	Suwannee	\$ 200,000.00	94
12	Village of Pinecrest	Sunland Park Improvements	Miami-Dade	\$ 200,000.00	94
13	City of Marianna	McLane's Community Center Park Improvements	Jackson	\$ 200,000.00	92
14	Town of Grand Ridge	Allen Childs Park (formerly City Park), Phase III	Jackson	\$ 200,000.00	92
15	Town of Southwest Ranches	Southwest Meadows Sanctuary Park	Palm Beach	\$ 200,000.00	91
16	City of Dania Beach	Chester Byrd Park Improvement Project	Broward	\$ 200,000.00	91
17	Suwannee County	Wellborn Community Park	Suwannee	\$ 200,000.00	91
18	City of Mount Dora	Frank Brown Park	Lake	\$ 200,000.00	90
19	City of Chipley	Shriver Park	Jackson	\$ 200,000.00	89
20	Town of Welaka	Jefferson Smith Park Phase I	Putnam	\$ 200,000.00	89
21	City of Hampton	Hampton City Park	Bradford	\$ 50,250.00	88
22	Town of Branford	Hatch Park	Suwannee	\$ 200,000.00	87
23	City of Lakeland	Curtis Peterson Park	Polk	\$ 200,000.00	87
24	City of Fellsmere	Senior League Renovation	Indian River	\$ 200,000.00	86
25	City of Oakland Park	North Andrews Gardens Neighborhood Park	Broward	\$ 112,500.00	86
26	Calhoun County	Coopers Park	Calhoun	\$ 90,000.00	86
27	Town of Welaka	Welaka Pickleball Park Phase I	Putnam	\$ 200,000.00	85
28	Franklin County	Island View Park Improvements	Franklin	\$ 200,000.00	82
29	City of Oakland Park	Open-Air Seating and Performance Space	Broward	\$ 200,000.00	81
30	Spring Lake Improvement District	Bark Park	Highland	\$ 140,500.00	81
31	City of Bonifay	Veterans 'Memorial Park Improvements - II	Holmes	\$ 200,000.00	80
32	Town of Davie	Waterford Park Improvements	Broward	\$ 200,000.00	80
33	City of Homestead	Blakey Park	Miami-Dade	\$ 200,000.00	79

34	Town of Micanopy	Carson Roberts Sports Complex Phase I	Alachua	\$	112,500.00	79
35	City of North Miami	Rotary Overbrook Tot-Lot at Alhambra Heights	Miami-Dade	\$	120,000.00	78
36	Town of Callahan	Ewing Park Phase V	Nassau	\$	200,000.00	77
37	Gadsden County	Pat Thomas Park ADA Improvements	Gadsden	\$	63,600.00	77
38	Town of Lantana	Beach Improvements	Broward	\$	112,500.00	76
39	City of Groveland	Cherry Lake Park Phase 4	Lake	\$	200,000.00	76
40	City of Bristol	Bristol City Park Phase I	Liberty	\$	200,000.00	75
41	Village of Wellington	Tennis Center	Palm Beach	\$	200,000.00	74
42	Barefoot Bay Recreation District	Golf Course Improvements	Brevard	\$	112,500.00	73
43	Walton County	Ghentsville Park Phase II	Walton	\$	200,000.00	72
44	City of Flagler Beach	Wickline Park Playground	Volusia	\$	170,000.00	72
45	Town of Lauderdale-By-The-Sea	Friedt Park	Broward	\$	200,000.00	70
46	Calhoun County	Sam Atkins Park	Calhoun	\$	112,500.00	70
47	City of Seminole	Waterfront Park	Pinellas	\$	150,000.00	69
48	Town of Juno Beach	Donald Ross Beach Access	Palm Beach	\$	112,500.00	68
49	City of Lake Wales	Lake Wales Soccer Complex Improvements	Polk	\$	200,000.00	67
50	City of Oviedo	Riverside Park	Seminole	\$	200,000.00	65
51	Town of Jay	Bray-Hendricks Park Tennis Courts	Santa Rosa	\$	200,000.00	64
52	Hendry County	Forrey Park Improvements	Hendry	\$	200,000.00	63
53	Town of Grand Ridge	John Thomas Porter Recreation Complex	Jackson	\$	200,000.00	62
54	Town of Ponce De Leon	Town Hall Park	Holmes	\$	200,000.00	62
55	Village of Tequesta	Tequesta Park	Palm Beach	\$	112,500.00	62
56	Miami-Dade County Parks	Bill Sadowski Park Improvements Phase 1	Miami-Dade	\$	200,000.00	61
57	City of Mount Dora	Gilbert Park	Lake	\$	200,000.00	61
58	Polk County	Circle B Bar Reserve Pond Project	Polk	\$	162,448.90	61
59	Walton County	Beaver Dam Park	Walton	\$	200,000.00	60
60	City of Hialeah	Sparks Park Multi-purpose Sports Field	Miami-Dade	\$	200,000.00	60
61	City of Lake Worth	Sports Lighting Retrofit	Palm Beach	\$	200,000.00	58
62	City of Clearwater	Edgewater Drive Renovation Project	Pinellas	\$	200,000.00	58
63	City of Margate	Royal Palm Park	Broward	\$	112,500.00	57
64	Alachua County	Turkey Creek Preserve Project	Alachua	\$	112,500.00	56
65	Gadsden County	Shiloh Park Improvements	Gadsden	\$	54,000.00	56
66	Town of Lake Placid	Lake June Park Pickleball Courts	Highlands	\$	200,000.00	55
67	City of Plantation	Liberty Tree Park	Broward	\$	200,000.00	55
68	City of Tallahassee	San Luis Park	Leon	\$	200,000.00	54
Total Eligible Large Development Projects:				\$	11,885,628.90	

Large Acquisition Projects

Rank	Applicant	Project Name	County	Amount Requested	Score
1	Town of Ocean Ridge	Neighborhood Park Acquisition	Palm Beach	\$ 200,000.00	54
Total Eligible Large Development Projects:				\$200,000.00	

Small Development Projects

Rank	Applicant	Project Name	County	Amount Requested	Score
1	City of Chipley	Gilmore Park	Jackson	\$ 50,000.00	89
2	City of Longwood	Sandalwood Park	Seminole	\$ 50,000.00	87
3	City of Longwood	Candyland Park	Seminole	\$ 50,000.00	86
4	City of Hampton	Bobbie Sheppard Memorial Park Project	Bradford	\$ 50,000.00	86
5	City of Williston	Cornelius Williams Park Recreation Facilities	Levy	\$ 50,000.00	82
6	City of Palatka	Shaw Buck Park Phase I	Putnam	\$ 50,000.00	82
7	City of West Park	Mary Saunders Park Renovations	Miami-Dade	\$ 50,000.00	81
8	City of West Miami	Cooper Park Walking Path Widening	Miami-Dade	\$ 50,000.00	81
9	City of Bushnell	MLK Park Project	Sumter	\$ 50,000.00	80
10	Town of Micanopy	Micanopy Native American Heritage Preserve	Alachua	\$ 50,000.00	80
11	City of Treasure Island	ADA Kayak and Paddleboard Launch	Pinellas	\$ 50,000.00	79
12	City of Lake Wales	Lake Wales Park Improvements	Polk	\$ 50,000.00	79
13	City of Key Colony Beach	Sunset Park	Monroe	\$ 50,000.00	78
14	Village of Wellington	Field of Dreams Park	Palm Beach	\$ 50,000.00	78
15	Town of Wausau	Possum Palace Park Phase V	Washington	\$ 50,000.00	77
16	Village of North Palm Beach	Osborne Park	Palm Beach	\$ 50,000.00	74
17	City of Seminole	Blossom Lake Park	Pinellas	\$ 50,000.00	74
18	Barefoot Bay Recreation District	Softball Field	Brevard	\$ 50,000.00	72
19	Town of Lauderdale-By-The-Sea	Beach Portal	Broward	\$ 50,000.00	72
20	Town of Fort White	Johnnie B. Bryant Park	Columbia	\$ 50,000.00	70
21	Town of Fort White	Deese Memorial Park	Columbia	\$ 50,000.00	67
22	City of South Miami	Palmer Park - Renovation of Baseball Fields	Miami-Dade	\$ 50,000.00	66
23	City of Key Colony Beach	7th Street Park	Monroe	\$ 50,000.00	65
24	Village of North Palm Beach	Veteran's Park	Palm Beach	\$ 50,000.00	63
25	City of Plantation	PCC Tennis Courts	Broward	\$ 50,000.00	61
26	City of Palatka	Palm (Triangle) Bowl Park Phase I	Putnam	\$ 50,000.00	61
27	City of Riviera Beach	Sadie McCray Park	Palm Beach	\$ 50,000.00	60
28	City of Bushnell	Kenny Dixon Project	Sumter	\$ 50,000.00	59
29	Village of Virginia Gardens	Athletic Complex	Miami-Dade	\$ 50,000.00	58
30	City of South Miami	Murray Park - Renovation of Recreation Field	Miami-Dade	\$ 50,000.00	57
31	City of Destin	Pickleball Courts	Okaloosa	\$ 50,000.00	54
32	Indian River County	West Wabasso Park Playground Replacement	Indian River	\$ 50,000.00	53
Total Eligible Small Development Projects:				\$ 1,600,000.00	

Large Trail Projects

Rank	Applicant	Project Name	County	Amount Requested	Score
1	City of Jacksonville Beach	Huguenot Park Lagoon Trail	Duval	\$ 200,000.00	83
2	City of Green Cove Springs	Gustafson Regional Park Trail Phase I	Clay	\$ 200,000.00	69


3	City of Jacksonville Beach	4th Avenue North - Urban Trail	Duval	\$	200,000.00	64
Total Eligible Large Trail Projects:				\$	600,000.00	

**** Grant award contingent upon available funding.**

144 Applications Received:

- 3 Ineligible - Adequate site control not provided**
- 4 Ineligible - Applicant has duplicate FRDAP/LWCF/RTP project**
- 10 Withdrawn - by Applicant**
- 1 Ineligible - Inadequate application documentation**
- 19 Ineligible - Application scored below minimum points**
- 2 Ineligible - Project site did not include viable recreation area**

Mara Gambineri

 Digitally signed by Mara Gambineri
Date: 2023.12.15 10:15:33 -05'00'

Mara Gambineri, Deputy Secretary, Florida Department of Environmental Protection



City of Flagler Beach

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

October 18, 2024

To: Interested Professionals

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

Re: City of Flagler Beach Park Improvements

1. The City has several parks dispersed throughout the community, with uses ranging from a “village green”; neighborhood “pocket parks”; nature preserves; and active recreation. The City, with the support of external funding assistance from the State of Florida, is seeking qualified consultants that may be interested in assisting the City in park redevelopment.
2. The primary park of interest is Wickline Park. Wickline Park is the most active City park, with such amenities as tennis, pickleball, basketball, volleyball, swings and slides, and exercise stations. The grounds also include a significant trailhead, the City Library, Community Center, and another historic building that houses the City’s Building and Planning Departments. The Park hosts the weekly farmers market, offering a variety of handcrafted goods, produce and other foods, plants, and services. With the available funding, the City, guided by a Parks Committee, seeks to examine opportunities and improvements at Wickline Park.
3. If interested in assisting the City with Wickline Park improvements, please respond to the following statements (total package not to exceed ten single-sided pages):
 - A. Please indicate who would be the designated Project Manager and describe the relevant credentials and experience of the Project Manager. Please also provide similar information for additional supporting professional staff or subconsultants (value: 50 points).
 - B. Please offer three communities with which the Project Manager (or other senior staff) has assisted in a similar capacity. (value: 25 points).
 - C. Please visit the Park and offer a general narrative of observations and preliminary recommendations (value: 25 points).
 - D. IN A SEALED ENVELOPE, please present a total cost proposal for the following tasks:
 1. Review and report of current conditions.
 2. Recommendation of possible improvements, including estimated costs (to include two on-site meetings with the Parks Committee and one formal presentation to the City Commission).
 3. Project management for implementation of selected improvements.
4. After reviewing timely submissions, the Parks Committee will score each submission and subsequently rank the submissions. Only after such ranking, and in order to maintain the integrity of a qualification-

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

based selection process, will the highest ranked submission’s cost proposal be opened and examined. If deemed, at the sole discretion of the City to be of appropriate value and acceptable cost, the Parks Committee will offer a recommendation to the City Commission in support of the highest ranked submission.

- 5. If the cost and value of the highest-ranked submission, at the sole discretion of the City, is determined to be inappropriate, the second-highest ranked submission cost proposal will be opened and examined. If necessary, this process will continue until the Parks Committee makes a recommendation to the City Commission. All unopened cost proposals will be returned to the sender after City Commission has considered the recommendation of the Parks Committee and selected the desired consultant.
- 6. The tentative schedule for the selection process is as follows (subject to finalized funding obligations with the State of Florida):

- November 15, 2024- Responses due
 - December 4- Parks Committee Review and Recommendation
 - January 11, 2025- City Commission selection

- 7. If you desire additional information through on-site visits or documents, please contact me.
- 8. Again, thank you for your interest. This effort has the potential to contribute significantly to the quality of life in Flagler Beach and I look forward to working with you on this project.

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.

WHEREAS, on October 5, 2024 by Executive Order Number 24-156, Governor Ron DeSantis declared a State of Emergency for 51 counties in the State of Florida due to the imminent approach of Tropical Storm Milton which is forecasted to become a major hurricane and strike Florida’s West Coast; and

WHEREAS; on October 7, 2024 the Flagler County Board of County Commissioners adopted a Proclamation declaring a State of Local Emergency and whereas the Flagler Beach City Commission approved Resolution 2024-58 declaring an Emergency on October 07, 2024, and extending that order with Resolution 2024-60 on October 14th and Resolution 2024-61 on October 17, 2024; and

WHEREAS, the Flagler Beach Code of Ordinance, Chapter 14, Article III, Emergency Management, empowers the City Commission to declare that a state of emergency exists within the City, consistent with Chapter 252, Florida Statutes; and

WHEREAS, Section 252.38(3), Florida Statutes, provides authority for local governments, such as the City of Flagler Beach, to take actions in emergency situations and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to: performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community; entering into contracts; incurring obligations; employing of permanent and temporary workers; utilizing of volunteer workers; renting equipment; acquiring and distributing, with or without compensation, of supplies, materials and facilities; and appropriating and expending of public funds; and

WHEREAS, Resolution 2024-61 expires at midnight on Monday, October 28, 2024.

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

SECTION 1. The City Commission of the City of Flagler Beach, does hereby adopted Resolution 2024-64 extending the Emergency Declaration for an additional seven days.

SECTION 2. The City Manager is hereby delegated the power and authority to take all actions necessary to address the emergency situations that may arise as a result of the Hurricane Milton in accordance with the provisions of State law and emergency management procedures outlined in

Resolution 2024-58 or that may have been adopted by the City, as well as by any State and Federal Disaster Assistance procedures.

SECTION 3. This resolution shall become effective at midnight on Monday, October 28, 2024 and shall terminate at midnight on Monday, November 04, 2024, seven (7) days unless otherwise terminated or extended.

PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

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.

WHEREAS, on October 5, 2024 by Executive Order Number 24-156, Governor Ron DeSantis declared a State of Emergency for 51 counties in the State of Florida due to the imminent approach of Tropical Storm Milton which is forecasted to become a major hurricane and strike Florida’s West Coast; and

WHEREAS; on October 7, 2024 the Flagler County Board of County Commissioners adopted a Proclamation declaring a State of Local Emergency and whereas the Flagler Beach City Commission approved Resolution 2024-58 declaring an Emergency on October 07, 2024, and extending that order with Resolution 2024-60 on October 14th, Resolution 2024-61 on October 17, and Resolution 2024-64, on October 24, 2024; and

WHEREAS, the Flagler Beach Code of Ordinance, Chapter 14, Article III, Emergency Management, empowers the City Commission to declare that a state of emergency exists within the City, consistent with Chapter 252, Florida Statutes; and

WHEREAS, Section 252.38(3), Florida Statutes, provides authority for local governments, such as the City of Flagler Beach, to take actions in emergency situations and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to: performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community; entering into contracts; incurring obligations; employing of permanent and temporary workers; utilizing of volunteer workers; renting equipment; acquiring and distributing, with or without compensation, of supplies, materials and facilities; and appropriating and expending of public funds; and

WHEREAS, Resolution 2024-64 expires at midnight on Monday, November 04, 2024.

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

SECTION 1. The City Commission of the City of Flagler Beach, does hereby adopted Resolution 2024-64 extending the Emergency Declaration for an additional seven days.

SECTION 2. The City Manager is hereby delegated the power and authority to take all actions necessary to address the emergency situations that may arise as a result of the Hurricane Milton in accordance with the provisions of State law and emergency management procedures outlined in

Resolution 2024-58 or that may have been adopted by the City, as well as by any State and Federal Disaster Assistance procedures.

SECTION 3. This resolution shall become effective at midnight on Monday, November 04, 2024 and shall terminate at midnight on Monday, November 11, 2024, seven (7) days unless otherwise terminated or extended.

PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

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.

WHEREAS, on October 5, 2024 by Executive Order Number 24-156, Governor Ron DeSantis declared a State of Emergency for 51 counties in the State of Florida due to the imminent approach of Tropical Storm Milton which is forecasted to become a major hurricane and strike Florida’s West Coast; and

WHEREAS; on October 7, 2024 the Flagler County Board of County Commissioners adopted a Proclamation declaring a State of Local Emergency and whereas the Flagler Beach City Commission approved Resolution 2024-58 declaring an Emergency on October 07, 2024, and extending that order with Resolution 2024-60 on October 14th, Resolution 2024-61 on October 17, Resolution 2024-64, on October 24, and Resolution 2024-65 on October 24, 2024; and

WHEREAS, the Flagler Beach Code of Ordinance, Chapter 14, Article III, Emergency Management, empowers the City Commission to declare that a state of emergency exists within the City, consistent with Chapter 252, Florida Statutes; and

WHEREAS, Section 252.38(3), Florida Statutes, provides authority for local governments, such as the City of Flagler Beach, to take actions in emergency situations and to waive the procedures and formalities otherwise required of political subdivisions by law pertaining to: performing of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community; entering into contracts; incurring obligations; employing of permanent and temporary workers; utilizing of volunteer workers; renting equipment; acquiring and distributing, with or without compensation, of supplies, materials and facilities; and appropriating and expending of public funds; and

WHEREAS, Resolution 2024-65 expires at midnight on Monday, November 11, 2024.

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

SECTION 1. The City Commission of the City of Flagler Beach, does hereby adopted Resolution 2024-64 extending the Emergency Declaration for an additional seven days.

SECTION 2. The City Manager is hereby delegated the power and authority to take all actions necessary to address the emergency situations that may arise as a result of the Hurricane Milton in accordance with the provisions of State law and emergency management procedures outlined in

Resolution 2024-58 or that may have been adopted by the City, as well as by any State and Federal Disaster Assistance procedures.

SECTION 3. This resolution shall become effective at midnight on Monday, November 11, 2024 and shall terminate at midnight on Monday, November 18, 2024, seven (7) days unless otherwise terminated or extended.

PASSED AND ADOPTED THIS 24TH DAY OF OCTOBER 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk

City Manager Evaluation Score Summary

1.00-1.99 Unsatisfactory
2.00-2.99 Improvement Needed
3.00-3.99 Meets Job Standards
4.00-4.49 Exceeds Job Standard
4.5-5.00 Outstanding

Commissioner Belhumeur	3.19
Commissioner Cooley	3.51
Commissioner Mealy	3.80
Commissioner Sherman	3.57
Commissioner Spradley	4.45
Mayor King	3.37
Average Score	3.65

City of Flagler Beach City Manager Performance Evaluation

Dale Martin

Evaluation Period: 09/2023 thru 09/2024

Definition of Ratings

- 1) Unsatisfactory: Consistently does not meet the performance standard.
- 2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
- 3) Meets: Performs at the performance standard.
- 4) Exceeds: Consistently meets and often exceeds the performance standard.
- 5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	4	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	26	3.7143
Weighted Score		55.714

Comments:

2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	5	
C. Maintains effective relations with media representatives.	3	
D. Responds to requests from the public in a timely manner.	5	
Average score for this category	17	4.25
Weighted Score		42.5

Comments:

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	3	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	2	
C. Initiates programs to motivate staff.	2	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	10	2.5
Weighted Score		50
Comments:		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	3	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	2	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	12	3
Weighted Score		60
Comments:		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	3	
B. Written communications are clear, timely, forthright and encourages feedback.	2	
Average score for this category	5	2.5
Weighted Score		37.5
Comments:		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	4	
C. Fairness and Impartiality.	4	

3	
4	
19	3.8
Average score for this category	38

Weighted Score

Comments:

		10%
7. Intergovernmental Affairs	4	
A. Maintains effective communication with local, regional, State and Fed.	3	
B. Financial resources (grants) from other agencies are pursued.	4	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	14	3.5
Average score for this category		35

Weighted Score

Comments:

FINAL 3.19

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

Signature of Evaluator: _____ Date: _____

Evaluation Comments

1a) If the keywords are policies and programs, they typically are implemented without issue. However, if you add “projects” to that list, there have been extended delays and not much oversight. Examples: Pal Parker fence and A1A sand fence.

1b) Staff reports for commission meeting agenda items are sometimes weak if not, totally missing.

1c) Accepts direction without dispute.

1d) Has helped the commission extensively with our strategic planning.

1e) Sometimes yes, sometimes no.

1f) Keeps commissioners informed with one on one meetings and written weekly reports.

1g) Always willing to meet without notice. Often gets up and greets me at the door.

2a) Almost always projects, good temperament and appearance.

2b) Stays courteous with the public, even if sometimes they are overbearing.

2c) Typically accepts invitations from media - however, he could reach out to them more often to share our news.

2d) Always responds quickly.

3a) Has appropriately shuffled some responsibilities among the staff.

3b) Holding staff responsible for mistakes and shortcomings is weak.

3c) I would suggest the possibility of incentive programs linked to honest evaluations.

3d) Has tried to help morale by having staff gatherings/celebrations

4a) Changes were made to the budget format in areas that I had to familiarize myself with, but the end product seems realistic.

4b) Budget items have stayed on target without cost overruns.

4c) Had consensus from commission to provide mini audits of recent budgets that would have shown unrealized budget items before approving a successive budget. We never got those reports.

4d) Goals and objectives appear to be included

5a) In some ways yes – other ways no.

5b) Emails and texts often go unanswered.

6a) Initiative appears to be strong.

6b) Frequently asks for my opinion related to his developing ideas.

6c) I believe he is impartial and fair much more often than not.

6d) Room for improvement.

6e) Tries to relate ideas and decisions to the future.

City of Flagler Beach City Manager Performance Evaluation

Dale Martin

Evaluation Period: _____ thru _____

Definition of Ratings
(1) Unsatisfactory: Consistently does not meet the performance standard.
(2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
(3) Meets: Performs at the performance standard.
(4) Exceeds: Consistently meets and often exceeds the performance standard.
(5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	5	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	2	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	25	3.5714
Weighted Score		53.571

Comments:
 The best feedback and open door communication of any city manager Ive worked with. I was disappointed with the strategic planning sessions lack of goals past 1 year. There needs to be a much more robust focus on the short, mid range, and long term goals or progress will get lost with day to day operations. Please be mindful of direction and consensus items coming out of meetings so they can be acted on. Multiple things have been forgot about. Overall great gob with balancing relationships with Commissioners.

2. Public Relations		10%
A. Projects a positive public image.	5	
B. Is courteous to the public at all times.	4	
C. Maintains effective relations with media representatives.	5	
D. Responds to requests from the public in a timely manner.	2	
Average score for this category	16	4
Weighted Score		40

Comments:
 Great job with public image and working with the media. The only area of improvement I would suggest is respond to citizens

faster and be accessible to the public, not just the media. Many citizens have complained about 3-4 weeks to get a meeting and emails not responded to.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	2	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	2	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	10	2.5
Weighted Score		50

Comments:
 Leadership of staff is your greatest area of opportunity. This observation is based on staff accountability improvement needed and on field direction needing improvement. It is a understandable challenge getting out of office for in-person field guidance, but you must make this a priority. Multiple departments are underperforming commissions expectations based on ongoing dias comments.

4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	3	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	14	3.5
Weighted Score		70

Comments:
 Good job navigating last budget cycle and above expectation job with material presented to commission. A area of improvement would be year over year budget controls. The city has had MANY consecutive years of significant budget increases and this is not sustainable. It is part of your responsibilities of learning where the opportunities are to cut and educate dept heads on better fiscal management.

5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	4	
B. Written communications are clear, timely, forthright and encourages feedback.	5	
Average score for this category	9	4.5
Weighted Score		67.5

Comments:
 You do a excellent job at communication! The only area of opportunity I see is ensuring commission has all needed data before meetings. There has been too many times information is being seen or read for the first time in meeting. This is a unacceptable meeting practice.

6. Personal Traits		10%
A. Initiative.	5	
B. Openness: Encourages participation in decision making process.	4	

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	5	
Average score for this category	21	4.2
Weighted Score		42

Comments:
 You are the most visionary city manager I have worked with so far. No areas of opportunity noted.

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	2	
B. Financial resources (grants) from other agencies are pursued.	3	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	11	2.75
Weighted Score		27.5

Comments:
 Flagler Beach is still working in a silo. This must be changed. I understand there is not much municipality cooperation, but it is a top priority to be teamworking issues at a local level. I would like to see you incorporate the multi-municipality concept at the city manager level just like this body does at the elected level. Good job at directioning staff with grants and interactions with our lobbyists.

FINAL

3.51

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:
 This has been a year of growth for you and you have settled into the position well as expected. I would have liked to have seen areas that are underperforming addressed with higher sense of urgency as there seem to be many lagging concerns continuing from the start of your tenure getting brought up on repeat in meetings. Very impressed with all of your interactions and the public with the only call out being accessibility to the public via either email or in person. Looking forward to seeing how you evolve professionally this coming year as city manager of Flagler Beach!

Signature of Evaluator: _____ Date: _____

City of Flagler Beach City Manager Performance Evaluation

Name: Jane Mealy

Evaluation Period: thru September, 2024

Definition of Ratings
(1) Unsatisfactory: Consistently does not meet the performance standard.
(2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
(3) Meets: Performs at the performance standard.
(4) Exceeds: Consistently meets and often exceeds the performance standard.
(5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	4	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	3	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	4	
Average score for this category	24	3.4286
Weighted Score		51.429

Comments: Mr. Martin appears to favor some commissioners, those who make the loudest demands

2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	3	
C. Maintains effective relations with media representatives.	4	
D. Responds to requests from the public in a timely manner.	3	
Average score for this category	14	3.5
Weighted Score		35

Comments: I've received complaints from members of the public that they didn't receive a response to their communications with Mr. Martin.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	3	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	13	3.25
Weighted Score		65
Comments: Mr. Martin appears to value senior staff more than the "everyday" workers. Holding an occasional get-together is not enough. I recently read that employees' performance improves 23% when they are recognized and 42% when they are appreciated.		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	4	
Average score for this category	16	4
Weighted Score		80
Comments: Mr. Martin does well in this category.		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	4	
B. Written communications are clear, timely, forthright and encourages feedback.	5	
Average score for this category	9	4.5
Weighted Score		67.5
Comments: Mr. Martin does well in this category.		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	3	

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	4	
Average score for this category	18	3.6
Weighted Score		36

Comments: See my comments in Section 3

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	4	
B. Financial resources (grants) from other agencies are pursued.	5	
C. Contributions to good government through regular participation.	5	
D. Lobbies effectively with legislators and State agencies.	4	
Average score for this category	18	4.5
Weighted Score		45

Comments: Mr. Martin leaves the work in A and D to the City's lobbyist, but does very well in B and C.

FINAL

3.80

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

Signature of Evaluator: Jane Mealy Date: 9/22/2024

OBSERVATIONS

- **Two things that the Manager does now that this Commission Member would like him/her to continue.**

Good communications with the media, etc.

Good budget planning and management

- **Two things the Manager does that this Commission member would like him/her to discontinue or modify.**

Pay attention to all commissioners equally

Increase acknowledgement of work done by all staff

- **Two things the Manager does not do now that this Commission member would like to see him/her do.**

Be more responsive to the public

FUTURE GOALS AND OBJECTIVES

- **Specific goals and objectives to be achieved in the next evaluation period:**

Address the above

City of Flagler Beach City Manager Performance Evaluation

Name: Dale Martin

Evaluation Period: 10/01/2023 thru 09/30/204

Definition of Ratings
(1) Unsatisfactory: Consistently does not meet the performance standard.
(2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
(3) Meets: Performs at the performance standard.
(4) Exceeds: Consistently meets and often exceeds the performance standard.
(5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	3	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	3	
Average score for this category	21	3
Weighted Score		45
Comments:		
2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	4	
C. Maintains effective relations with media representatives.	4	
D. Responds to requests from the public in a timely manner.	4	
Average score for this category	16	4
Weighted Score		40
Comments:		

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	3	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	3	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	4	
Average score for this category	13	3.25
Weighted Score		65
Comments:		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	3	
D. Ensures the budget addresses the goals and objectives, including readability.	4	
Average score for this category	15	3.75
Weighted Score		75
Comments:		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	5	
B. Written communications are clear, timely, forthright and encourages feedback.	4	
Average score for this category	9	4.5
Weighted Score		67.5
Comments:		
6. Personal Traits		10%
A. Initiative.	3	
B. Openness: Encourages participation in decision making process.	3	

C. Fairness and Impartiality.	3	
D. Creativity.	4	
E. Visionary.	3	
Average score for this category	16	3.2
Weighted Score		32

Comments:

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	3	
B. Financial resources (grants) from other agencies are pursued.	4	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	13	3.25
Weighted Score		32.5

Comments:

FINAL

3.57

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

Signature of Evaluator: _____ Date: 09/23/2024

1. **Relationship with City Commission-** Dale is readily available to speak with us and keeps us updated on city matters. Dale has done a great job keeping the City Commission in the loop on the process with the Waste Water Treatment Facility.
2. **Public Relations-** Over this past year, Dale has done an excellent job as a true professional with the public. From what I can see, he's responsive to our residents and has a good relationship with the media.
3. **Effective Leadership of Staff-** I can see that Dale is doing his due diligence with his staff. The staff here in the City of Flagler Beach has had a significant turnover in city managers. It appears that he's bringing a positive and professional culture to the city. This past year, he's made some excellent hires at the senior staff levels. Over the next year, I would like to see more accountability with his staff.
4. **Fiscal Management-** In my tenure as a City Commissioner, this is the first year I have felt the budget process was painless. I felt like we had budget documents that were easy to follow and items that came before the commission were pertinent to the city's overall mission. I would like to see more transparency on status updates on items we approved in the budget next year.
5. **Communication-** One area that I feel Dale has done exceedingly well with is communication. I believe that communication is something that the city severely lacked for years. This past year, he established a Facebook page for the City of Flagler Beach, and he provides us with weekly updates from his various departments.
6. **Personal Traits-** I have seen so far with Dale that he's fair, honest, and open. I believe his creativity is excellent. I mention his creativity because he's looking for ways to rebrand the city while incorporating its history and culture.
7. **Intergovernmental Affairs-** I can see that Dale has maintained effective communication with other governments, regularly participates with neighboring city managers and county administrators, and has lobbied for our city. I believe an area that he did exceedingly well with was securing the TDC grant. He was given the task, and he delivered it.

OBSERVATIONS

- **Two things that the Manager does now that this Commission Member would like him/her to continue.** *I do not have any specifics at this time.*

- **Two things the Manager does that this Commission member would like him/her to discontinue or modify.** *I do not have any specifics at this time.*

- **Two things the Manager does not do now that this Commission member would like to see him/her do.** *I do not have any specifics at this time.*

FUTURE GOALS AND OBJECTIVES

- **Specific goals and objectives to be achieved in the next evaluation period:**
 1. I would like to see significant beautification around the city.
 - a. Cleanliness around the CRA district
 - b. The overall appearance of our parks
 - c. Clearing right of ways

 2. Stormwater issues
 - a. Continue working with residents.
 - b. I would like to see action taken, such as short-term and long-term solutions to problems that have not been addressed for years.
 - c. I would like you to find ways to assist residents with grant programs that could help them with flooding issues at their homes.

 3. Waste Water Treatment Facility- I would like to see a timeline as to when this will be complete, and I would like to see construction at this site by September 30th, 2025.

 4. Parking- with the growth from Palm Coast and other areas of the county, I believe it is time we start charging for parking for non-residents of Flagler Beach. I would like to see proposals come before the commission this coming year.

City of Flagler Beach City Manager Performance Evaluation

Name: Scott Spradley

Evaluation Period: _____ thru _____

Definition of Ratings

- (1) Unsatisfactory: Consistently does not meet the performance standard.
- (2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
- (3) Meets: Performs at the performance standard.
- (4) Exceeds: Consistently meets and often exceeds the performance standard.
- (5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	4	
B. Reporting to City Commission is timely, clear, concise and thorough.	5	
C. Accepts direction/instructions in a positive manner.	5	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	4	
F. Provides the City Commission with clear report of anticipated goals.	4	
G. Has an "open door policy" for Commissioners.	5	
Average score for this category	0	0
Weighted Score		0
Comments:		
<u>Pol's commitment to seek information from the commissioners and to keep us informed is exceptional.</u>		
2. Public Relations		10%
A. Projects a positive public image.	5	
B. Is courteous to the public at all times.	5	
C. Maintains effective relations with media representatives.	5	
D. Responds to requests from the public in a timely manner.	5	
Average score for this category	0	0
Weighted Score		0
Comments:		

☞ Dale is acutely aware of the importance of public relations and his role in it, which he executes at

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	5	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	5	
C. Initiates programs to motivate staff.	4	
D. Initiates programs to enhance the Flagler Beach workplace.	4	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale's positive commitment to staff excellence is appreciated including the need to upgrade certain key positions

4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	4	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	4	
D. Ensures the budget addresses the goals and objectives, including readability.	4	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has a keen eye on all fiscal matters under his watch

5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	4	
B. Written communications are clear, timely, forthright and encourages feedback.	5	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has a difficult task stepping into a community with several important but not divisive issues to handle daily. His efforts are applauded.

6. Personal Traits		10%
A. Initiative.	5	
B. Openness: Encourages participation in decision making process.	4	
C. Fairness and Impartiality.	4	

D. Creativity.	5	
E. Visionary.	5	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has excellent vision and seems committed to reaching the City's goals & objectives.

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	4	
B. Financial resources (grants) from other agencies are pursued.	5	
C. Contributions to good government through regular participation.	5	
D. Lobbies effectively with legislators and State agencies.	4	
Average score for this category	0	0
Weighted Score		0

Comments:
 Dale has already nourished many local, state, regional & federal relationships with Floy's Beach. He clearly keeps this as a personal priority.

FINAL

0.00

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments: Dale joined our community at a time we are facing multiple long term challenges. Each of these challenges and projects would keep the docket filled for a City Manager regardless of capabilities. I believe Dale is doing an excellent job as task master at this critical time. With that said, results for his efforts are critically important to his going forward evaluations

Signature of Evaluator:  Date: 9/23/2024

OBSERVATIONS

- Two things that the Manager does now that this Commission Member would like him/her to continue. *improve* Efforts to improve & complete Staffing needs. Continue his long term Vision
- Two things the Manager does that this Commission member would like him/her to discontinue or modify. *⊖*
- Two things the Manager does not do now that this Commission member would like to see him/her do. *⊖*

FUTURE GOALS AND OBJECTIVES

- Specific goals and objectives to be achieved in the next evaluation period:
 - ① Reach goals set forth in our April 17 Strategic Planning Meeting,
 - ② Continue to improve the character and make up of City Staff
 - ③ Continue efforts to maximize grant opportunities

9/23/2024
5pm deadline
back to us

City of Flagler Beach City Manager Performance Evaluation

Name: Dale MARTIN

Evaluation Period: July 23 thru SEPT 2024

mainly (April 2024 - Sept. 2024) after I took office

Definition of Ratings

- (1) Unsatisfactory: Consistently does not meet the performance standard.
- (2) Improvement Needed: Occasionally meets the performance standard, seldom exceeds.
- (3) Meets: Performs at the performance standard.
- (4) Exceeds: Consistently meets and often exceeds the performance standard.
- (5) Outstanding: Consistently exceeds the performance standard.

Individually assess performance by rating from (1) to (5) based on the definitions above. Mark N/A if you do not have enough information to rate.

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	4	
G. Has an "open door policy" for Commissioners.	4	
Average score for this category	0	0
Weighted Score		0

Comments: I feel Dale is very effective in his role with interactions with City Commissioners / Mayor.

2. Public Relations		10%
A. Projects a positive public image.	4	
B. Is courteous to the public at all times.	4	
C. Maintains effective relations with media representatives.	3	
D. Responds to requests from the public in a timely manner.	3	
Average score for this category	0	0
Weighted Score		0

Comments: I feel Dale projects a respected positive image of himself and our city at all times.

3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	4	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	0	0
Weighted Score		0
Comments: From the outside, it appears that staff appreciates the leadership that Dale is providing.		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	3	
B. Controls expenditures in accordance with approved budget.	3	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	3	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	0	0
Weighted Score		0
Comments: To date I feel that Dale's management of fiscality & budget has been well rounded, attainable and good for the City - heading in a good direction.		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	3	
B. Written communications are clear, timely, forthright and encourages feedback.	4	
Average score for this category	0	0
Weighted Score		0
Comments: Again I feel that Dale has been ^{MORE THAN} adequate in this area. Keeping up with Friday Notes and sharing information with the public is imperative to our City with providing transparency.		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	4	

C. Fairness and Impartiality.	3	
D. Creativity.	3	
E. Visionary.	4	
Average score for this category	0	0
Weighted Score		0
Comments: Dale shares credit with those who have earned it - he is very much a team player - which makes for a tremendous leader.		

7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	3	
B. Financial resources (grants) from other agencies are pursued.	4	
C. Contributions to good government through regular participation.	3	
D. Lobbies effectively with legislators and State agencies.	3	
Average score for this category	0	0
Weighted Score		0
Comments: Most Recently Dale has lead the team in bringing in a large scale Grant from Local TRC. From all appearances Dale conducts himself in a manner that affords good communication which ensures cooperation amongst many governmental agencies & offices.		

FINAL

0.00

- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments: I am thrilled to have Dale Martin on the City's team. He is a true leader who is very capable of bringing our City to the greatness we all seek and believe possible.
 I enjoy working with Dale, he is optimistic and full of great ideas for our future.
 We have exciting times in our city - I look forward to seeing exactly where Dale helps us go!!!

Signature of Evaluator: *[Signature]* Date: 9/23/2024

OBSERVATIONS

- A • Two things that the Manager does now that this Commission Member would like him/her to continue.
- B • Two things the Manager does that this Commission member would like him/her to discontinue or modify.
- C • Two things the Manager does not do now that this Commission member would like to see him/her do.

FUTURE GOALS AND OBJECTIVES

- Specific goals and objectives to be achieved in the next evaluation period:

A. 1 - Friday NOTES
 2 - Meetings with Comm / Mayor weekly or as needed

Bor C
 1. - HOLD city staff to doing their jobs - ie: maintenance if NOT done to specific standards then release or remove from position. All managers should be held accountable.
 2. - ENSURE enforcement is occurring - whether with police dept. or code enforcement. Education can only go so far.

GOALS
 ① Veterans PARK and CRA CLEANED UP / OUT and continuously maintained to a higher level of acceptance than currently. NO WEEDS & Better Landscaping. A PLACE we can BE PROUD OF.

NOTICE OF CHANGE TO PERMITTE

Section 8, Item a.

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

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.

Public Hearings on this ordinance will be conducted as follows:

City Commission, October 24, 2024, at 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 hearings will be conducted in the City Commission Chambers at 105 South Second Street, Flagler Beach, Florida.

Pursuant to Section 166.041(3)(a), F.S. all interested parties may appear and be heard with respect to the proposed ordinance. Any person wishing to express his/her opinion may submit written comments regarding the proposed amendment to the City through the City Clerk. Comments should be made as early as possible to ensure full consideration.

Pursuant to Sec. 286.0105 F.S. 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 at least 103 hours prior to the meeting.

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ORDINANCE NO. 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

WHEREAS, in 2006, the City incorporated into its Charter a thirty-five foot height regulation; and

WHEREAS, the Charter Amendment incorporated the City’s land development regulation treatment of height and utilized same to continue certain exceptions from the thirty-five foot height limitation; and

WHEREAS, recent development has spurred discussion about these exceptions to the thirty-five foot height limitation; and

WHEREAS, the City Commission adopted a moratorium on development approvals utilizing the exceptions to the thirty-five foot height limitation to consider revisions; and

WHEREAS, after hearing from members of the public and conducting workshops of the Commission and Planning and Architectural Review Board, the City Commission requested a proposed amendment to the exceptions to the height limitations; and

WHEREAS, the primary purpose of this amendment is to clarify the existing exceptions to the height limitation and ensure the exceptions do not undermine the rule; and

WHEREAS, after receiving a recommendation from the Planning and Architectural Review Board and taking public comment, the City Commission has determined that this Ordinance is in the best interest of the health, safety, and welfare of the City of Flagler Beach residents, businesses, and guests.

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

SECTION ONE. Amendment of Code. Section 2.05.06, “Height Regulations,” of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, ~~strikethrough~~ text indicates deletions).

45 **Sec. 2.05.06. Height regulations.**

46 Section 2.05.06.1 *Building height.*

47 Roof height shall not exceed thirty-five (35) feet above the finished grade as described
48 herein.

49 Section 2.05.06.2 *Building height measurement.*

50 For purposes of this section, building height is defined as ~~Measured as~~ the vertical
51 distance of a building measured from the finished grade at the center of the front of the
52 building to:

- 53 1. The highest point of the roof surface for a flat roof.
- 54 2. To the deck line of a mansard roof.
- 55 3. To the mean height level between eaves and ridge for gable, hip and gambrel
56 roofs.

57 Finished grade, for the purpose of measuring building height, is hereby defined as the
58 greater of:

- 59 (a) The average natural grade along the front of the building.
- 60 (b) The minimum required finished floor elevation, if in a flood zone; or
- 61 (c) The highest allowable grade, defined as the average grade of adjacent
62 developed lots or the minimum grade necessary to provide positive drainage.

63 Section 2.05.06.3 *Maximum number of stories.*

64 No building shall be permitted to have more than three (3) stories. See Section 6.02.04
65 for height restrictions in Palma Vista and Venice Park Subdivisions.

66 Section 2.05.06.4 *General application.*

67 No building or structure shall have an aggregate height of a greater number of feet, than
68 is permitted in the district in which such building or structure is located except as noted
69 in Section 2.05.06.5.

70 Section 2.05.06.5 *Permitted exceptions to ~~height regulations~~ the thirty-five foot limitation.*

71 1. Within non-residential zoning districts, additional height shall be allowed for
72 parapets, ornamental spires, towers, and belfries that are not designed or used for human
73 occupancy provided the overall proposed height of the architectural feature does not
74 exceed eight (8) feet above the lowest point of contact of the architectural feature with
75 the roof or forty-five (43) feet above the finished grade as measured at the center of the
76 front of the building, whichever is less and provided architectural features allowed
77 pursuant to this exception, other than a parapet, does not exceed fifty percent (50%) of
78 the linear length of the building façade upon which it is located.

79 2. Within non-residential zoning districts, additional height shall be allowed for
80 mechanical equipment incorporated into the building including but not limited to
81 stairwell and elevator bulkheads, water towers, gas tanks, communications equipment,
82 and air conditioning units provided such mechanical equipment does not exceed eight

83 (8) feet in height from the lowest point of contact of the equipment with the roof or forty-
84 three (43) feet above the finished grade as measured at the center of the front of the
85 building, whichever is less.

86 Mechanical equipment allowed pursuant to this exception shall be screened from view
87 using screening walls and shall also be set back from the nearest edge of the roof so that
88 such equipment is behind the imaginary plane which is drawn at a forty-five degree angle
89 commencing from the nearest junction of the wall of the building with the roof and
90 sloping upward and inward toward the center of the building

91 3. Within non-residential zoning districts, additional height shall be allowed for
92 screening walls necessary to screen mechanical equipment located on the roof provided
93 such parapet walls do not exceed six (6) feet in height from the lowest point of contact
94 with the roof or forty-one (41) feet above the finished grade as measured at the center of
95 the front of the building, whichever is less.

96 Screening walls for which the highest point is above thirty-five feet from the finished
97 grade as measured at the center of the front of the building shall be set back from the
98 edge of the roof so that such equipment is behind the imaginary plane which is drawn at
99 a forty-five degree angle commencing from the nearest junction of the wall of the
100 building with the roof and sloping upward and inward toward the center of the building

101 4. An applicant intending to utilize these height allowances shall submit plans with
102 sufficient detail to establish compliance with this section.

103 2.05.06.6 Human occupancy above thirty-five feet prohibited.

104 No roof located at or above (35) thirty-five feet shall be utilized for human
105 occupancy or habitation except as necessary for maintenance or emergencies. No
106 exceptions to the height restrictions contained herein shall be made for any equipment
107 or feature needed as a result of rooftop access or uses of a building even if its roofline is
108 below thirty-five (35) feet.

109 ~~With the exception of residential uses, chimneys, cooling towers, elevators, bulkheads,~~
110 ~~fire towers, gas tanks, steeples, water towers, ornamental towers or spires,~~
111 ~~communications, radio or television towers or necessary mechanical appurtenances, may~~
112 ~~be erected as to their height in accordance with existing or hereafter adopted ordinances~~
113 ~~of the city, provided no tower other than a church spire, tower of public building or~~
114 ~~commercial communications tower shall exceed the height regulations by more than~~
115 ~~forty (40) percent.~~

116 ~~No tower shall be used as a place of habitation or for tenant purposes.~~

117 Section 2.05.06.7 Signs.

118 No sign, nameplate, display or advertising device of any kind whatsoever shall be inscribed
119 upon or attached to any chimney, tower, tank or other structure which extends above the height
120 limitations, except for city-owned structures.

121 Section 2.05.06.68 Verification of building height.

122 Building height verification, if required, shall be provided prior to roof framing
123 inspection.

124 **SECTION TWO. Ordinances in Conflict.** All ordinances or parts thereof, which may be
125 determined to be in conflict herewith, are hereby repealed and superseded by this Ordinance, to
126 the extent of such conflict.

127 **SECTION THREE. Severability.** If any section, sentence, phrase, word or portion of this
128 Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not
129 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
130 word or portion of this Ordinance not otherwise determined to be invalid, unlawful or
131 unconstitutional.

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

135 **SECTION FIVE. Effective Date.** This Ordinance shall become effective immediately upon its
136 passage and adoption.

137 ADOPTED by the City Commission of the City of Flagler Beach, Florida, this ____ day of
138 _____, 2024.

139

140

City of Flagler Beach, Florida

141

142

By: _____

143

Patti King, Mayor

144

145

Attest: _____

146

Penny Overstreet, City Clerk

147

CITY OF FLAGLER BEACH NO. Section 8, Item b. PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2024-17 Entitled:

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

This notice is pursuant to the provisions of Chapter 166 and 171, Florida Statutes, and the Charter and Ordinances of the City of Flagler Beach, Florida as amended and supplemented. Subject annexation meets the statutory criteria for annexation as established in Chapter 171, Florida Statutes.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, SEPTEMBER 3, 2024 AT 5:30 P.M.

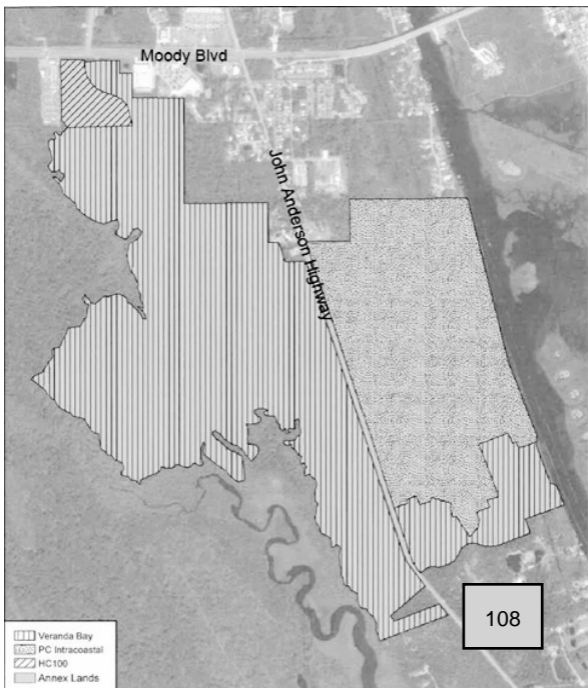
1ST READING: CITY COMMISSION: TUESDAY, SEPTEMBER 17, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, OCTOBER 24, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

Copies of the proposed Ordinance and legal description of the property by metes and bounds are available and may be obtained from the office of the City Clerk at 386-517-2000 Ext. 233.

Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need 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, per Section 286.0105, Florida Statutes. 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.

LOCATION MAP



CITY OF FLAGLER BEACH NO. Section 8, Item c. PUBLIC HEARING

The City Commission proposes to adopt Ordinance No. 2024-18 Entitled:

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.

The City Commission proposes to adopt Ordinance No. 2024-19 Entitled:

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.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, SEPTEMBER 3, 2024 AT 5:30 P.M.

1ST READING: CITY COMMISSION: TUESDAY, SEPTEMBER 17, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, OCTOBER 24, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

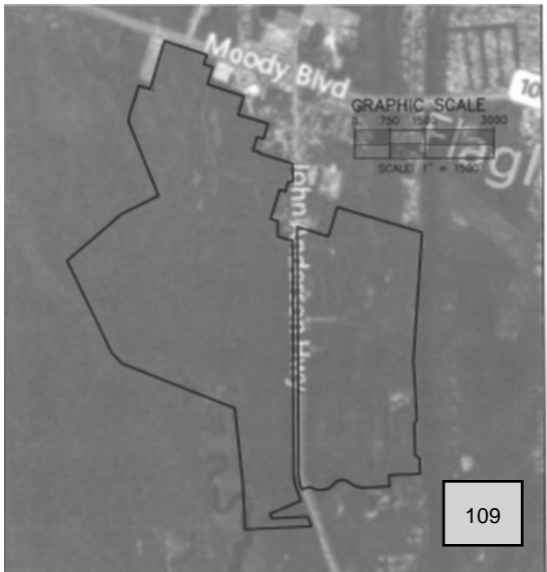
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 230. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

LOCATION MAP



CITY OF FLAGLER BEACH NO. 2024-18 PUBLIC HEARING

Section 8, Item d.

The City Commission proposes to adopt Ordinance No. 2024-18 Entitled:

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.

The City Commission proposes to adopt Ordinance No. 2024-19 Entitled:

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.

Applications have been submitted to rezone this property from Planned Unit Development (PUD), Reserved (R), and Single Family Residential (R1) Zoning Districts to the Master Planned Development (MPD) Zoning District, and to amend the Future Land Use Map designation of the property from Agriculture, Conservation, and Mixed Use: High Intensity to Low Density Residential and Commercial. All lands are located as depicted in the Location Map provided below.

PUBLIC HEARINGS ARE SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, SEPTEMBER 3, 2024 AT 5:30 P.M.

1ST READING: CITY COMMISSION: TUESDAY, SEPTEMBER 17, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

2ND READING: CITY COMMISSION: THURSDAY, OCTOBER 24, 2024 AT 5:30 P.M. OR AS SOON THEREAFTER AS POSSIBLE.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

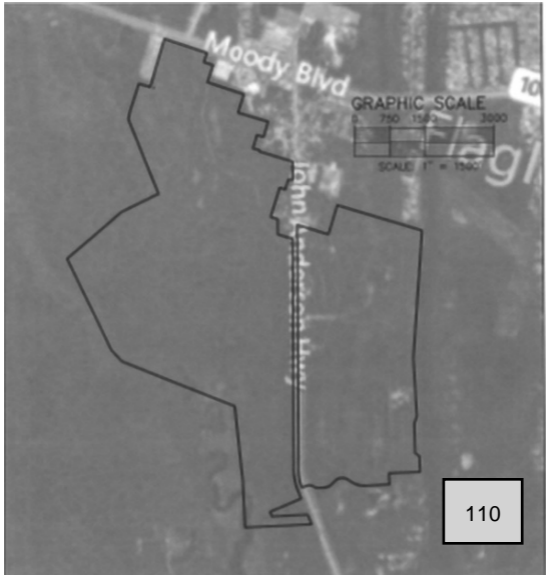
PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT (386-517-2000) EXT. 230

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting. For further information about this request, please call the Planning and Building Department at (386) 517-2000 Ext. 230. The public may inspect information that is more detailed during office hours at the Planning and Building Department, 800 S. Daytona Ave.

LOCATION MAP



ORDINANCE NO. 2024-20

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires the City to maintain a comprehensive plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida Statutes, requires the City’s comprehensive plan to include a property rights element; and

WHEREAS, the City of Flagler Beach respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the City of Flagler Beach respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the comprehensive plan by adding a new Section “J” Property Rights Element.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FLAGLER BEACH CITY COMMISSION

SECTION 1. The City of Flagler Beach comprehensive plan is amended by adding the property rights element attached as EXHIBIT A and made a part of this ordinance as if set forth in full.

SECTION 2. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 3. Codification. It is the intent of the City Commission of the City of Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION 4. Effective Date. This Ordinance shall become after adoption in accordance with applicable law.

Ordinance 2024-20 cont.

ADOPTED by the City Commission of the City of Flagler Beach, Florida, this ____ day of _____, 2024.

City of Flagler Beach, Florida

Patti King, Mayor

Attest:

Penny Overstreet, City Clerk

EXHIBIT A

J.- PROPERTY RIGHTS ELEMENT

GOAL J.1: Ensure that private property rights are considered in the City's decision-making process.

Objective J.1: Private property rights. The City will consider the property rights set forth in the policies of this element when making land use and zoning decisions. This objective and the policies within this element do not create any property rights or due process rights that are not already judicially acknowledged and constitutionally protected. This objective and the policies within this element are not intended to alter the legislative nature of decisions made in the adoption of comprehensive plan amendments and land development code amendments. This objective and the policies within this element are not intended to require evidence, discussion, or findings of fact concerning the matters set forth herein. Ordinances adopted and land use and zoning decisions made by the City are presumed to have considered the matters set forth in this element.

Policy J.1.1 The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy J.1.2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.

Policy J.1.3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy J.1.4 The right of a property owner to dispose of his or her property through sale or gift.

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

Section 8, Item e.

ORDINANCE

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO ADD A PROPERTY RIGHTS ELEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Public Hearings on this ordinance will be conducted as follows:

Planning and Architectural Review Board: Tuesday, September 03, 2024 at 5:30 p.m. or soon thereafter

City Commission: First Reading, September 17, 2024 at 5:30 p.m. or soon thereafter

City Commission: Second and Final Reading, October 24, 2024 at 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 hearings will be conducted in the City Commission Chambers at 105 South Second Street, Flagler Beach, Florida.

Pursuant to Section 166.041(3)(a), F.S. all interested parties may appear and be heard with respect to the proposed ordinance. Any person wishing to express his/her opinion may submit written comments regarding the proposed amendment to the City through the City Clerk. Comments should be made as early as possible to ensure full consideration.

Pursuant to Sec. 286.0105 F.S. 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 City Clerk's Office at (386) 517-2000 at least 48 hours prior to the meeting.

10/24/24 – Pier Financing- First Reading of Ordinance

- 1st Reading of the Ordinance: authorizing the borrowing of money in an amount not to exceed \$21 million for purposes of financing costs of the Project and paying the related fees and costs of the financing.
- I will have a copy of the ordinance by 10/16.

11/14/24 – Pier Financing – Second reading of ordinance & authorization of resolution

- 2nd Reading of the Ordinance: authorizing the borrowing of money in an amount not to exceed \$21 million for purposes of financing costs of the Project and paying the related fees and costs of the financing
- Authorizing Resolution: authorizing a loan in an amount not to exceed \$21 million for purposes of financing costs of the Project and paying the related fees and costs of the financing, and authorizing the execution and delivery of a loan agreement and note in connection therewith.
 - The Authorizing Resolution will provide for the loan with the specific lender, but the lender won't be known until later.
- I will have a copy of the ordinance and resolution on 11/6.

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

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

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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

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- 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
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- ARTICLE 14 SICK LEAVE
- ARTICLE 15 MISCELLANEOUS LEAVES
- ARTICLE 16 HOLIDAYS
- ARTICLE 17 BEREAVEMENT LEAVE
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ARTICLE 22 DUES DEDUCTION
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ARTICLE 27 GRIEVANCE AND ARBITRATION PROCEDURE
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ARTICLE 38 TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION
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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 (~~5~~10%) 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.

Recreation

Weekly Highlights September 11, 2024

- Lifeguards will be posted on the beach only on weekends through the first week in November. Flagler Beach Fire Department will respond to beach emergencies during the week.
- Despite threatening weather, the annual 9/11 ceremony went on in Veterans Park as scheduled. Approximately 100 people participated and the event lasted about 45 minutes.
- We are in the process of planning for the “Holiday at the Beach” First Friday on December 6th and parade on December 7th. The event will kick off with the lighting of the park on Friday evening. As usual, the holiday entertainment will be provided by the students from our local schools. On Saturday, Santa will parachute down on the beach to officially start the parade at noon.
- The City of Flagler Beach Family Movie Night will be beginning this fall. Movies will be scheduled for the last Saturday of the month for September, October and November. Movie locations will be determined. Stay tuned for more details!

Penny Overstreet

From: Robert Pace
Sent: Thursday, September 12, 2024 10:38 AM
To: Dale Martin
Cc: Penny Overstreet; Katherine Monroy
Subject: Weekly Highlights

Mr. Martin,

The following are the weekly highlights;

- Communications Group Meeting

Deputy Chief Cox attended the Communications Group Meeting at the EOC. Motorola representatives were in attendance and addressed the issues presented by the Mach Alert System. It was identified that issues experienced are due to lack of redundancy. Motorola’s plan is to tune up the system and visit each fire station throughout the county in October. The life cycle of the system was discussed and the group plans on mapping a out a life cycle planning schedule by December. Before closing the meeting, the new implementation of radios was discussed regarding cellular capabilities.

- Policy Group Meeting

There was also a Policy Group Meeting held at the EOC. Members of the group that had not been advised were made aware that the executive chiefs in the county approved the latest policies revised and updated. Considering that gathering senior fire officers for policy reviews can be difficult to schedule, the group discussed what policies should be made priorities in the review process. The one policy addressed in this meeting was timers set by dispatch on significant calls. The need for timers was agreed upon for trauma alerts and cardiac arrests. Dispatch will be advised the timers would be set at ten minutes for these call types.

- Follow-up on the 911 Ceremony

As mentioned in last week’s report, several department members attended the 911 ceremony held in Veterans Park yesterday. The department ended up with having nine members in attendance. All were outfitted in Class A uniforms and everyone looked great. I mentioned in last week’s report that ceremony always holds a special place in the hearts of all department members. Kevin Ryan (Knights of Columbus) sent me an email regarding the participation of department members. Mr. Ryan stated “Thank you for the help and support from the City of Flagler Beach Fire Department every year of this event. You and the department’s attendance was and is always appreciated. I look forward to working with you next year”.

- Firefighter of the Year Ceremony

October is a busy month for the fire department, as this will be evident in the next three entries. It is time for the firefighter of the Year Ceremony again and the fire department has selected our member. The department’s officers have unanimously selected FF/EMT Christian Carre to be the FBFD’s Firefighter of the Year. Christian has done some outstanding things throughout the year and is more than worthy of this recognition. The ceremony is always held in conjunction with Fire Prevention Week (October 6th-12th) and will take place October 9th, however, the venue has

changed this year. The ceremony will be conducted at the Pine Lakes Golf Club at 11:45 AM. I have sent an i
elected officials as we discussed.

- Trunk or Treat Event

The police department will be hosting the annual Trunk or Treat Event on October 26th from 5:00-7:00 PM. This event is always great for the local kids and the FBFD is appreciative of the police department for hosting it each year. The fire department likes to contribute in any we can. This typically involves having 6-8 members in attendance with station apparatus. In addition, the Volunteer Association will purchase candy to support the event. Association President (Bob Deahl) is working is working with Dorothy Ramirez on scheduling and delivering the candy.

- Life-Scan Annual Assessments

The Life-Scan Annual physical assessments will take place here at the fire station October 28th & 29th. These assessments have served as an amazing wellness benefit for staff. Several medical conditions have been identified through assessments and treated. Life-Scan now processes all medical survey forms electronically. This would include medical and physiological. Staff is currently completing their medical forms. Lab work will also be completed prior to the days of assessments.

- Impact Issues

There are no schedule events to place in the city over the weekend. Beach attendance will hinge on the weather.

I look forward to talking to you soon.

Thanks,

Robert Pace
Fire Chief
 Flagler Beach Fire Rescue
 320 S. Flagler Ave
 Flagler Beach, Florida 32136
 Office-386-517-2010
 Cell-386-276-0405



FBFD Operational Response Report

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

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

Report Conducted: September 4 - September 11

Flagler Beach Fire Department

Deputy Chief Stephen Cox

Scox@Fbfire.org



Weekly Incident Response Data

↑ **eso** ANALYTICS **Total Record Volume By Incident Type**

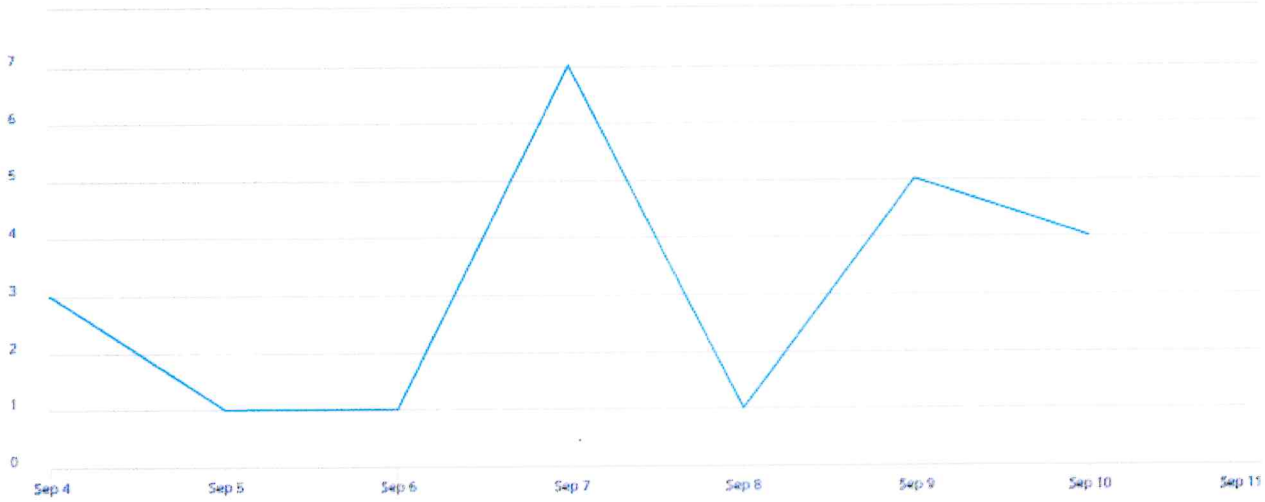
Custom ▾ Sep 4, 2024 - Sep 11, 2024 ▾

27%
FIRE
 Percentage of Total Incidents

73%
EMS
 Percentage of Total Incidents

22
INCIDENTS
 In Selected Time Slice

8
DAYS
 In Selected Time Slice



	9/4/24	9/5/24	9/6/24	9/7/24	9/8/24	9/9/24	9/10/24	9/11/24	9/12/24	9/13/24	9/14/24	9/15/24	9/16/24	Total
(32) Emergency medical service (EMS) incident	3	1		6		4	2							16
(44) Electrical wiring/equipm. problem			1											1
(52) Water problem				1										1
(61) Dispatched and canceled en route						1	1							2
(62) Wrong location, no emergency found					1									1
(73) System or detector malfunction							1							1
Total	3	1	1	7	1	5	4							22

Total Number of Incident for 2024

1145

From: [Robert Pace](#)
To: [Dale Martin](#)
Cc: [Penny Overstreet](#); [Katherine Monroy](#)
Subject: Weekly Highlights
Date: Thursday, October 3, 2024 1:22:06 PM

Mr. Martin,

The following are the weekly highlights:

- Christmas Come True Fundraising Event

Deputy Chief Cox attended this event. The following is the report he delivered to me; “I was able to partake in the Christmas Come True Fundraising Tournament to help struggling families with Christmas dinners, new clothing, toys, bikes and personalized Christmas stockings, stuffed with goodies and personal hygiene products. The event is a 501-C3 non-profit organization that aims to add the “Merry” to everyone’s Christmas and to improve the average quality of life in the Flagler community, beginning by bringing comfort and joy to the lives of those who need it most. CCT was founded in 2009 by Nadine King. Since then, it has helped more than 1500 families and 4200 children in Flagler County.”

Stephen J. Cox
Deputy Fire Chief

- Strike Team Task Force Assignment (Deputy Chief Cox)

As we are all well aware, Hurricane Helene carried a path of destruction with it through nation’s southeast. Specifically in the state, the pan-handle was one of the hardest areas hit. The Region 3 Director was looking for volunteers to assist with recovery in the pan-handle. There was a definite shortage of Strike Team Task Force Leaders and Deputy Chief Cox received a request to deploy. Deputy Chief Cox was assigned and reported to Dixie County to provide aid in this role. He has been in the area this past week and has reported to me regularly. Sadly, residents of the State of Florida have become very familiar with the destruction that comes from hurricane impacts. It is comforting to know all public safety members are willing to provide mutual-aid assistance when these events take place. Deputy Chief Cox is scheduled to return to the department next week and will be submitting a full report of his deployment.

- Cost Saving Equipment Issued to Staff

While Monitoring Hurricane Helene, the executive decision was made to assign an additional truck company the day of storm impact to the state. This was done locally due to the likelihood of many downed power lines and any possible flooding. Lieutenant Rainey recently approached me with a new and novel idea. She reminded me of when dealing with flood waters in the past, staff members would navigate through high water and conduct pick-offs of stranded local residents many times. Typically, these life saving measures were completed by staff while wearing their bunker gear. As we are all aware, bunker gear is very expensive and after completing this practice most gear would go

through intense, multiple cleanings, if they were not to be found ruined in the aftermath. Lt. Rainey's idea was not to abandon the practice, but to issue each staff member with chest-high waders to complete this task. Each member of the department has been issued the waders are now better prepared in the future in the event of any flooding.

- Continual Education Unit

Staff was assigned a continual education unit called Respiratory System A&P Review. Upon successful completion, the firefighters were to obtain several objectives. List the major structures of the respiratory system. Describe the anatomical and physiological distinctions that differentiate the pediatric, adult, and geriatric respiratory systems. Explain the physiology of respiration and ventilation. Relate the gas exchange process and the mechanics of breathing. Finally, to explain how assess respiratory function and the signs of adequate and inadequate breathing.

- Pink Army Flag Raise at 1st Friday

The Fire Department has been a supporter of Breast Cancer Awareness for many years. October is the month designated to observe Breast Cancer and many others. The month is typically kicked off by a flag raise at 1st Friday with members of the Pink Army in attendance. There will be approximately 6 department members in attendance for the flag raise at 1st Friday tomorrow night. Department members will also once again be wearing pink uniform shirts in hopes of raising awareness to this terrible disease throughout October. In addition, the annual donation towards Breast Cancer Awareness supplied by the Volunteer Firefighter's Association will be discussed at next week's meeting.

- Funeral Escort

Art Giliberti was a retired firefighter from FDNY, living locally and respected by all. Sadly, Mr. Giliberti has passed away and his funeral service is scheduled to take place this upcoming Saturday (October 5th) at Santa Maria Del Mar Catholic Church. The department was contacted by the family with a request. The request is that Mr. Giliberti's fire helmet be escorted by a FBFD Engine Crew to the church with lights and siren. Once at the church, the helmet will be transferred to the Knights of Columbus Color Guard, moved inside the parish and displayed for the service. The department has obviously accepted the request and are happy to provide the service.

- Impact Issues

In addition, to Mr. Giliberti's funeral service, the MS PGA Cycle Tour to the Shore will take place Saturday and Sunday. Event times include 7:30 AM to 5:00 PM Saturday and 7:30 AM – 3:00 PM on Sunday. Weather permitting, FBOR and FBFD are expecting many beach goers over the weekend. All totaled, a few thousand visitors can be expected in the city.

I look forward to talking to you soon.

Thanks,

Robert Pace

Fire Chief

Flagler Beach Fire Rescue

320 S. Flagler Ave

Flagler Beach, Florida 32136

Office-386-517-2010

Cell-386-276-0405



Custom ▾ Feb 8, 2023 - Oct 2, 2024 ▾

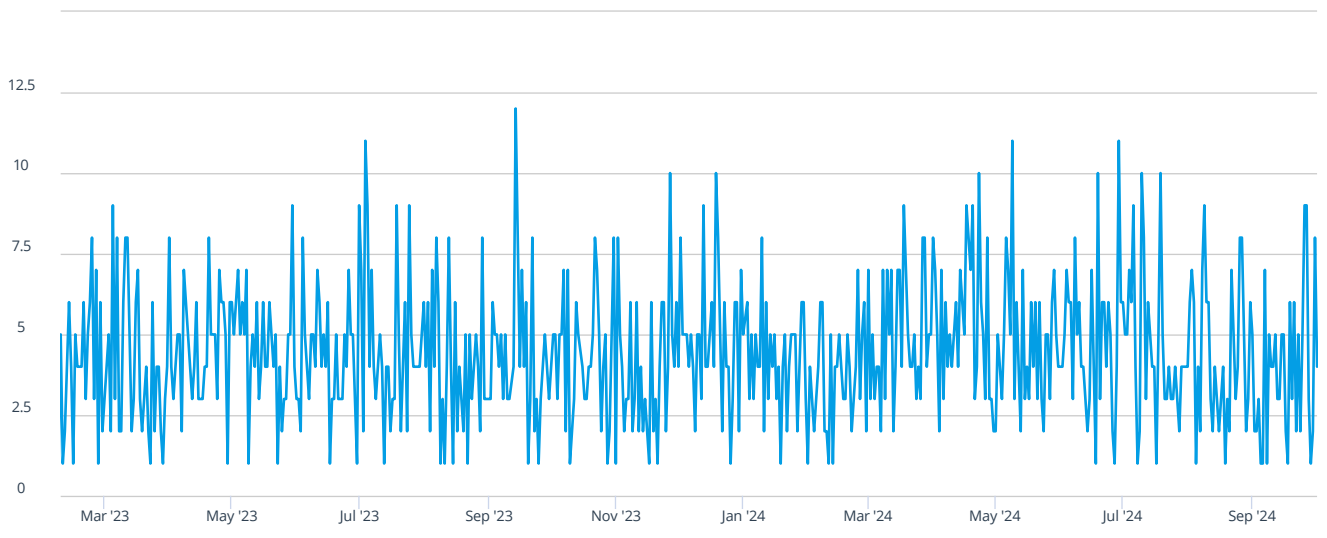
Section 9, Item c.

53%
FIRE
 Percentage of Total Incidents

47%
EMS
 Percentage of Total Incidents

2,634
INCIDENTS
 In Selected Time Slice

603
DAYS
 In Selected Time Slice



Counts % Rows % Columns % All

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Total
(10) Fire, other			1		1		2							4
(11) Structure Fire	1	6	1	2	4	1	5							20
(12) Fire in mobile property used as a fixed structure			1				1							2
(13) Mobile property (vehicle) fire	2	2		1	2	1	1							9
(14) Natural vegetation fire	3	1	2	1	1	4	4							16
(15) Outside rubbish fire						1	1							2
(16) Special outside fire			1	1										2
(25) Excessive heat, scorch burns with no ignition						1								1
(31) Medical assist	1		2			1	2							6
(32) Emergency medical service (EMS) incident	101	189	187	201	178	193	182	7						1,238
(33) Lock-In			1											1
(34) Search for lost person	1				1									2
(35) Extrication, rescue					1	1								2
(36) Water or ice-related rescue	1	9	14	1	1	1	2							29
(37) Electrical rescue						1								1

(38) Rescue or EMS standby			2			1						Section 9, Item c.	
(41) Combustible/f... spills & leaks	1	4	1		2	2							10
(42) Chemical release, reaction, or toxic condition				1		1							2
(44) Electrical wiring/equipm.. problem	2	7	12	5	7	10	14						57
(46) Accident, potential accident		2											2
(48) Attempted burning, illegal action					1	2							3
(50) Service call, other	1	2	1	4									8
(51) Person in distress	2	4	5	4	4	9	5						33
(52) Water problem	2	1	3	1			1	1					9
(53) Smoke, odor problem			1		1	4	2						8
(54) Animal problem or rescue				1	3								4
(55) Public service assistance	20	42	38	42	56	47	41						286
(56) Unauthorized burning				1		1							2
(57) Cover assignment, standby at fire station, move-up				2	3								5
(60) Good intent call, other	2	1	1	1	1	1							7
(61) Dispatched and canceled en route	55	92	60	84	77	102	81						551
(62) Wrong location, no emergency found	8	13	15	1	8	24	11						80
(63) Controlled burning	1			1									2
(65) Steam, other gas mistaken for smoke		7	1	3	2		4						17
(67) HazMat release investigation w/no HazMat					1	1							2
(70) False alarm and false call, other	3	13	18	26	21	25	6	2					114
(71) Malicious, mischievous false alarm				1									1
(73) System or detector malfunction	2	4	2	1	1	8	11						29
(74) Unintentional system/detect... operation (no fire)	2	10	16	8	4	6	8	2					56
(90) Special type of incident, other			3	1	1		1						6
(91) Citizen complaint			1										1

NULL

1

Section 9, Item c.

Total

211

409

390

395

382

449

386

12

2,634



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	9/6/2024	To: Thursday	9/12/2024
Calls For Service	56	Reports Written	11
Self-Initiated	47	Comm. Policing	19
Traffic Stops	66	Security Checks	200
		Citations Issued	16
		Warnings (Written/Verbal)	70

Chief's Weekly Summary

Friday: Dayshift Patrol Officers followed up on a reported Burglary that occurred in the 800 block of North Oceanshore Boulevard. The Burglary was reported on Monday, September 2nd and taken during the alleged crime were two (2) surfboards. During the investigation, a suspect was developed in this case, and said suspect is the owner/victim's son. The victim was contacted and provided with the suspect information. The victim decided that he did not want to prosecute, and the case has been hereby cleared exceptionally. **Good Job!**

Friday: Dayshift Officers conducted proactive traffic enforcement at the following location and times;
1800 block of North Oceanshore Boulevard, from 10:00 a.m. to 11:00 a.m. No violations.

Friday: 9/6/24 @ 5:34 p.m. / Disabled Vehicle / Moody Boulevard and North Flagler Avenue: Nightshift Officers were dispatched in reference to a vehicle that had broken down on the roadway. Our Officers pushed the vehicle off the roadway and into a parking lot, thus clearing the roadway. No further action required.

Friday: 9/6/24 @ 8:02 p.m. / Disturbance Verbal / 1224 South Oceanshore Boulevard (Topaz): Nightshift Patrol Officers were dispatched in reference to a customer having a verbal disturbance over the movement of a wooden bench. Once our Officers arrived on the scene, the investigation determined that neither party had committed any crimes. The customer received a refund for the room he booked, and he left the property without further incident.

Friday: 9/6/24 @ 9:07 p.m. / Disturbance Verbal / 200 Block of South 6th Street: Nightshift Patrol Officers were dispatched in reference to a report of a verbal disturbance between the reporting party and his girlfriend. The reporting party advised that he and his girlfriend are breaking up, and when she came to remove her belongings, a verbal altercation ensued. Continued on the next page...

Cont... The reporting party advised that his girlfriend only stays a few nights a week, and that her primary residence is located in Palm Coast. Upon our Officer's arrival, the female subject had departed the area with her belongings. The investigation determined that the argument was verbal only, and no crimes had occurred.

Friday: 9/6/24 @ 9:28 p.m. / Reckless Driver / 215 South Oceanshore Boulevard: Nightshift Patrol Officers were dispatched in reference to a report of a subject driving into the oncoming lane of traffic with its flashers on. Our Officers canvassed the area, but they were unable to locate the vehicle in question.

Friday: 9/6/24 @ 9:53 p.m. / Driving Under the Influence - Arrest / 2200 Block of Moody Boulevard: A Nightshift Patrol Officer conducted a traffic stop on a vehicle for operating without any lights; head nor tail. During the investigation, the Driver appeared to be under the influence and Officers attempted to be place him under arrest. The subject tried to resist Officers by pulling away, and he was taken to the ground and handcuffed. The Driver was checked by EMS and he was transported to the Flagler County Inmate Facility. The subject's Blood Alcohol Content (BAC) was .150, nearly double the legal limit of .08. If the Driver is convicted in this case, it will be his 3rd conviction in ten (10) years; making this crime a felony.

Saturday: 9/7/24 @ 11:09 a.m. / Traffic Stop – Fugitive Arrest / 2200 South Central Avenue: While patrolling residential neighborhoods, a Dayshift Patrol Officer observed a male subject on a bicycle run a stop sign. A traffic stop was conducted, and when the Officer ran the subjects name and date of birth through Dispatch, the subject had an extraditable arrest warrant out of State of North Carolina. The Fugitive Out-of-State warrant was for a 2nd Degree Felony – a Forced Sex Offense, and once the warrant was confirmed, the subject was placed under arrest without incident. The subject was transported to the Flagler County Inmate Facility. **Fantastic Job!**

Saturday: 9/7/24 @ 3:12 p.m. / Crash - Injuries / Moody Boulevard @ South Daytona Avenue: Dayshift Patrol Officers were dispatched in reference to a crash involving two (2) motor vehicles; a white Ford Explorer and maroon Chevy Traverse. The Explorer was traveling eastbound on Moody Boulevard when the Traverse attempted to cross Moody Boulevard from South Daytona Avenue. The Traverse crashed into the passenger side of the Explorer. There were minor complaints of soreness, but there were no persons transported. no one transported. The white Explorer was towed at its owner's request. A State Crash report was completed.

Saturday: 9/7/24 @ 11:26 p.m. / Assist Outside Agency – New Smyrna Police / 1300 Block of South-Central Avenue: Nightshift Patrol Officers were dispatched to a residence at the request of the New Smyrna Beach Police Department in order to gather information regarding a Battery case that occurred in their City. The information requested was gathered and it was passed along to the investigating Officer from the New Smyrna Police Department. No further action required.

Monday: 9/9/24 @ 1:32 a.m. / Trespassing - Arrest / 408 South Oceanshore Boulevard (7-11): Nightshift Patrol Officers were dispatched to the business in reference to an intoxicated male subject that was refusing to leave the store. Upon our Officers arrival, the male subject in question tried to get into a motor vehicle after our Officer told him he was being detained. When our Officers attempted to handcuff the subject, he tried to get into the car and tried pulling away from Officers. Continued on the next page...

Cont... The subject was eventually handcuffed and placed under arrest for Disorderly Conduct and Obstruction. The subject was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Monday: 9/9/24 @ 8:36 p.m. / Reckless Driver / 1300 Block of South Flagler Avenue: Nightshift Patrol Officers were dispatched to a report of a reckless driver, speeding down residential streets; operating an older silver pickup truck. Our Officers canvassed the area, but the vehicle in question was never located.

Monday: Nightshift Patrol Officers conducted proactive traffic enforcement at the following location and times:
1800 North Oceanshore Boulevard, from 8:53 p.m. to 9:53 p.m. No violations.
1800 North Oceanshore Boulevard, from 3:54 a.m. to 4:25 a.m. No violations.

Monday: Officer Guerrero completed a search warrant for the phone of the suspect in the Finn's Burglary case.

Tuesday: 9/10/24 @ 3:29 a.m. / Suspicious Vehicle / 3100 South Oceanshore Boulevard (Gamble Rogers): While a Nightshift Officer was patrolling South Oceanshore Boulevard, a motor vehicle was observed parked outside of the Gamble Rogers parking lot, in a peculiar area. The vehicle was unoccupied and was filled with personal belongings. While searching the area on foot, Officers made contact with the owner of the vehicle. The subject was found to be staying in the Campground. The subject was advised that his vehicle was improperly parked, and it needed to be moved. The vehicle was moved; no further action taken.

Tuesday: 9/10/24 @ 1:13 p.m. / Trespassing / 404 Beach Village Drive (Publix): Dayshift Patrol Officers were dispatched to the plaza in reference to a male subject causing a disturbance. Upon our Officers arrival, the subject in question was contacted and he was trespassed per Publix management. No further action required.

Tuesday: 9/10/24 @ 3:42 p.m. / Fraud / 1900 Block of South Daytona Avenue: Dayshift Officers were dispatched in reference to an elderly female who thought that AT&T called her to request that she ship phones from her account back to Apple. At least ten (10) cell phones were shipped, and the victims account had over \$10K in charges. The victim had already contacted her bank, and a Police report was completed

Tuesday: Dayshift Patrol Officers monitored sea dune parking, and one (1) City parking citation was issued for a violation.

Tuesday: 9/10/24 @ 10:59 p.m. / Reckless Driver / 215 South Oceanshore Boulevard: Nightshift Officers responded to a report of a reckless driver that was operating a motor vehicle with no headlights. Our Officers canvassed the area, and the vehicle was not located. No further action required.

Wednesday: 9/11/24 @ 2:12 a.m. / Traffic Stop / North Oceanshore Boulevard and Osprey Drive: While a Nightshift Officer was conducting radar operations in the 1800 block of North Oceanshore Boulevard, a vehicle was found to be traveling 71 mph, with no head or tail lights activated. The Officer caught up to the vehicle in Beverly Beach and conducted a traffic stop. Continued on the next page...

Cont.. The registered owner of the vehicle, and elderly male, was the Driver; and he appeared to be confused. The Driver's home address is in Ormond Beach, however, he said he just bought a house in this area, but didn't know where. Contact was made with the Driver's wife via cell phone, and she advised that her husband is suffering from the first stages of Dementia and that he shouldn't be out driving at this time of night. Our Officers provided the Driver with a courtesy ride home to Ormond Beach, and his vehicle was left at the 7-11 store on SR100; with managements permission. The subject's wife was grateful that we stopped him before he got too far, and that we brought him home safe. The investigating Officer requested a re-exam of the subject's Driver's license through the State of Florida's "Driver's License and Vehicle Information Database" (D.A.V.I.D.). **Outstanding Job!**

Wednesday: 9/11/24 @ 12:17 p.m. / Assist Other Agency (FCSSO) / 200 Block of Seabreeze Drive (Beverly Beach): Dayshift Patrol Officers responded to Beverly Beach in reference an alleged stolen vehicle that was stopped by Deputies from the Flagler County Sheriff's Office. Deputies on scene requested that northbound traffic on North Oceanshore Boulevard be blocked off, and that our Officers deploy stop sticks in case the suspect fled southbound. The incident was successfully resolved by 1:22 p.m. with no further action taken by our Officers. **Good Teamwork!**

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following location and times;
1800 block of North Oceanshore Boulevard, from 11:25 a.m. to 12:25 p.m. No violations.

Wednesday: 9/11/24 @ 5:10 p.m. / Traffic Stop - Arrest / South Oceanshore Boulevard at South 22nd Street: A Dayshift Patrol Officers conducted a traffic stop on a bicyclist. The cyclist resisted Officers' efforts to stop him, and attempted to flee. The subject was subsequently placed under arrest for Resisting Arrest Without Violence. The subject was transported to the Flagler County Inmate Facility without incident. A Police report was completed.

Wednesday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
1800 block of North Oceanshore Boulevard, from 5:37 p.m. to 6:48 p.m. No violations.

Thursday: 9/12/2024 at 0643 hours: Damage City Property - A city streetlight was found to be damaged at the intersection of S. Central and 2nd Street South. The top of the light disconnected from the pole and fell in the middle of the road. The broken light was taken to Public Works. Report completed for damage property and pictures were taken via Axon Capture.

Thursday: Chief Doughney attended the City's Budget Meeting at City Hall, which started at 5:01 p.m., followed by the regular meeting of the City Commission; which concluded at 8:15 p.m.

Friday: 9/13/24 @ 2:34 a.m. / Driving Under the Influence - Arrest / 700 Block North Oceanshore Boulevard: A Nightshift Patrol Officer conducted a traffic stop on a vehicle for failure to maintain a traffic lane. The ensuing investigation led to the arrest of the Driver, who was suspected to be under the influence. The Driver was transported to the Flagler County Inmate Facility without incident, where he refused to provide a breath sample. A Police report was completed.

FDOT Meeting: On Monday afternoon, representatives from the Florida Department of Transportation’s “Traffic Incident Management” (TIM) met with Chief Doughney along with Chief Pace and Deputy Chief Cox. The TIM team recently responded to assist our Department with the traffic signal outage at SR100 and Flagler Avenue. The team is working on plan to replace the temporary trailer signal and hopes are that the trailer will be removed by the end of September; replaced with wooden poles and an elevated string light. The permanent replacement is anticipated to occur hopefully in the next four (4) to five (5) months.

9/11 Observance: Chief Doughney attended the September 11th Remembrance Ceremony at Veterans Park from 8:00 a.m. to 9:00 a.m. The threat of impending inclement weather cancelled the annual procession to Santa Maria Del March Church, but the “Blue Mass” in support of 1st Responders was held at the Church from 9:30 a.m. to 10:30 a.m.

Impact Weapons Trainings: On Monday and Tuesday of this week, Sergeant Yelvington attended Impact and Chemical Munitions Instructor training at the Flagler County Sheriff’s Office. Sergeant Yelvington is now a certified trainer for OC (pepper spray) and Less Lethal Equipment (beanbag shotguns).

Returned Property: On September 4th, Officer Scherr was dispatched to a found bicycle in the 100 Block of Lantana. On September 10th, the owner of the bicycle came to the Police Department and identified his bicycle that he left in the 100 Block of Lantana while working at a house there. The bicycle was released to the owner by our Property & Evidence Custodian.

Rainy Week: This week there were heavy rainstorms, nearly every day, that brought multiple inches of rain. The excessive rain caused some minor localized flooding, along with one (1) dune walkover washout; which was located in the 700 block of North Oceanshore Boulevard.

Monthly Training: Officers worked on completing September’s online monthly training through Police Law Institute. This month’s topic is; **Supreme Court Rulings 2024.**



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	9/13/2024	To: Thursday	9/19/2024
Calls For Service	55	0	13
Self-Initiated	46	2	10
Traffic Stops	56	2	213
	Felony Arrest	Reports Written	Citations Issued
	Misd. Arrest	Comm. Policing	Warnings (Written/Verbal)
	City Ordinance	Security Checks	
			24
			51

Chief's Weekly Summary

Friday: 9/13/24 @ 9:33 a.m. / Suspicious Incident / 302 Moody Boulevard (Poor Walt's): A male subject called in wishing to report that his E-bike had been stolen. During the investigation, it was later discovered that the subject in question had been highly intoxicated when he "lost" his bike and was given a ride home. The subject's bike had been kept safe by Staff at Poor Walt's, and it was returned to him. No crimes had been committed; no further action taken.

Friday: 9/13/24 @ 10:00 a.m. / Fraud / 900 Block of North Central Avenue: An elderly female victim came to the Police Department to report a credit card fraud. Citibank had requested that the victim file a Police report so they can continue with their investigation. A Police report was completed.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
1800 block of North Oceanshore Boulevard, from 9:15 a.m. to 10:00 a.m. No violations.
3800 block of South Oceanshore Boulevard, from 12:15 p.m. to 1:15 p.m. Three (3) traffic stops, with two (2) written warnings and one (1) verbal warning.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following location and times;
1800 block of North Oceanshore Boulevard, from 9:17 p.m. hours to 10:08 p.m. No violations.

Saturday: /14/24 @ 8:26 a.m. / Welfare Check / 100 Block of North Oceanshore Boulevard: The reporting party requested that a welfare check be conducted on a female who he thought was acting "strange". Our Officers canvassed the area and did not locate the female in question, nor anyone acting suspicious or out of the ordinary.

Saturday: Dayshift Patrol Officers handled three (3) "911" investigations during their shift, and all three (3) calls were either non-emergencies or misdials.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times:
2000 block of North Oceanshore Boulevard, from 12:45 p.m. to 1:15 p.m. No violations.
3500 block of South Oceanshore Boulevard, from 8:00 a.m. to 8:45 a.m. Two (2) traffic stops, with one (1) written warning and one (1) verbal warning.

Saturday: 9/14/24 @ 6:56 p.m. / LPR Alert - Arrest / 2300 Block of Moody Boulevard: A Patrol Officer received an alert from a License Plate Reader (LPR) in reference to an expired tag from 2023. A traffic stop was conducted on the vehicle and the Driver had a suspended Florida Driver's License. After running the Driver's information in FCIC/NCIC, it was determined that there were (2) active Misdemeanor arrest warrants, one (1) out of Hillsborough County and one (1) out of Pinellas County; both warrants were for Failure to Appear with regards to previous traffic offenses. The Driver was charged with Driving While License Suspended, Possession of Drug Paraphernalia, and the (2) active arrest warrants. The subject was transported to the Flagler County Inmate Facility without incident. A Police report was completed. **Good Job!**

Saturday: Nightshift Officers conducted proactive traffic enforcement at the following location and times:
1800 block of North Oceanshore Boulevard, from 6:30 p.m. to 7:06 p.m. One (1) traffic stop, with a written warning issued.
1800 block of North Oceanshore Boulevard, from 3:21 a.m. to 4:10 a.m. No violations.

Sunday: 9/15/24 @ 1:16 a.m. / Verbal Disturbance / 319 Moody Boulevard: Patrol Officers were dispatched to Johnny D's in reference a verbal disturbance in progress. The reporting party advised that a female subject she did not know intentionally "bumped" her with her chest. The suspect denied there have been any physical contact between them. No witnesses came forward. The argument was over an uninvolved male third party, who was previously in a dating relationship with the reporting party; who did not wish to pursue charges. The suspect left the business and was advised to keep her distance from the reporting party. After the incident, our Officers showed presence at Johnny D's until they closed; due to large crowds. No further incident occurred.

Sunday: 9/15/24 @ 7:56 a.m. / Violation of Injunction / 700 Block of South Daytona Avenue: Patrol Officers were dispatched, due to the reporting party receiving text messages from an unknown number. The reporting party believed that the messages were from her ex-husband, based on the context of the messages. The reporting party/victim currently has a no contact order in place with her ex-husband, and Officers were able to confirm the messages were from this subject. A Police report and a charging affidavit were completed. The affidavit was delivered to the State Attorney's Office for review. **Follow Up:** the victims address was added to our House Watch list as a special precaution.

Sunday: 9/15/24 @ 10:08 a.m. / Hit & Run - No Injury / 414 Beach Village Drive (Publix): Patrol Officers were dispatched to a crash involving two (2) motor vehicles, with minor property damage and no injuries. One (1) of the involved vehicles left the area after the crash. Officers were able to utilize our License Plate Reader (LPR) system to locate the vehicle shortly thereafter. The elderly driver advised that she did not realize that she had struck the other vehicle. A State Crash form was completed. **Good follow up!**

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following location and times:
3600 block of South Oceanshore Boulevard, from 12:45 p.m. to 1:45 p.m. Four (4) traffic stops, with four (4) written warnings.

Sunday: 9/15/24 @ 6:37 p.m. / Distressed Boater / 3700 Block of South Oceanshore Boulevard: Patrol Officers were dispatched in reference to a possible boater in distress. The reporting party advised that a small white motorized boat with two (2) people on board had been in one (1) spot for several minutes. The seas were rough and large waves were crashing into it, so the reporting party thought they needed assistance. Once an Officer arrived on scene, several witnesses confirmed that the boat had been in one (1) spot for a long period of time and it was possibly broken down. When the Officer viewed the boat with binoculars, the boat started up and travelled north at a high rate of speed. The boater did not seem to be in distress and the call was cleared.

Sunday: 9/15/24 @ 7:03 p.m. / Water Rescue / 215 South Oceanshore Boulevard: Patrol Officers were dispatched to a water rescue involving a boat that capsized. Upon arrival, it was determined that it was the same boat involved in the previous call. Witnesses advised the boat was traveling at a high rate of speed in very rough water and flipped over after striking a large wave. Officer Scherr assisted in removing an unconscious male subject from the ocean. Once the subject regained consciousness, he became angry and aggressive. The subject was in an altered mental state and repeatedly attempted to re-enter rough ocean, causing him to require a second rescue effort. The subject was combative and aggressive towards Law Enforcement and Fire Rescue personnel. The subject was taken into protective custody under the Baker Act and he was taken to Advent Health by ambulance. Due to his aggressive behavior, Officer Scherr had to assist EMS personnel by riding in the ambulance. The Florida Wildlife Commission (FWC) were contacted due to the subject crashing the boat and possibly being intoxicated. An Officer from FWC met Officer Scherr at Advent Health and another FWC Officer responded to the crash scene. The investigation revealed that the boat was a rental from Freedom Boat Club out of Ponce Inlet. The business was notified of the incident, and they were literally in the process of notifying the Coast Guard due to the boat not being returned today. A representative from Freedom Boat Club responded to the scene to assess the damage to the boat; which was determined to be a total loss. Officers from FWC assumed the investigation and advised they would be charging the subject with False Identification to LEO, and Reckless Boating; for starters. A Police report was completed, and Officers spent 3.5 hours on this call. **Follow up:** The boat was removed Monday morning at approximately 11:00 a.m.

Monday: 9/16/24 @ 12:31 a.m. / 911 Investigation / 319 Moody Boulevard (Johnny D's): Patrol Officers responded to the business in reference to a 911 hang up call. Upon our Officers arrival, it was discovered that an intoxicated female dialed 911 because she needed a ride home. The female in question didn't want to drive due to being highly intoxicated. The parents of the female were contacted, and they responded to pick up their daughter, along with her vehicle.

Monday: 9/16/24 @ 6:53 p.m. / Noise Complaint / 2200 Block of South Flagler Avenue: A Patrol Officer was dispatched to a report of loud noise from a construction site. Upon our Officers arrival, the workers at the site were finished and packing up. No Police action required.

Monday: 9/16/24 @ 7:46 p.m. / Reckless Driver / 2500 Block Moody Boulevard: Patrol Officers were dispatched in reference to a report of a vehicle driving recklessly. The Officers canvassed the area with negative results, and the reporting party had no new information. No further action required.

Monday: 9/16/24 @ 10:07 p.m. / Unsecured Buildings / 10 Gilded Court: Patrol Officers were dispatched to a report of two (2) homes that are under construction, with open doors. The homes in question are under construction and they could not be secured. Our Officers will monitor these property's until they can be secured by the construction company.

Tuesday: 9/17/24 @ 3:16 p.m. / 911 Investigation / 101 North Oceanshore Boulevard (Finn's): A Patrol Officer was dispatched in reference to a 911 hang-up call that was "geo-located" to the area near Finn's; with no callback. Our Officer checked the area and was not able to locate any issues or emergencies in the area, nor was he flagged down. No further action required.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following location and times;
1800 block of North Oceanshore Boulevard, from 10:52 a.m. to 11:52 a.m. No violations.

Tuesday: Chief Doughney and Deputy Chief Blanchette attended Police Union negotiations at City Hall from 3:00 p.m. to 3:30 p.m. Chief Doughney attended the special meeting of the City Commission at City Hall from 5:30 p.m. to 10:00 p.m. with regards to the possible annexation of Veranda Bay.

Tuesday: 9/18/24 @ 12:33 a.m. / Narcotics - Arrest / 1800 Block of South Central Avenue: Patrol Officers were dispatched to a report of a possible drunk driver. When our Officers arrived, they found a person attempting to change a tire. During the investigation, the individual with the car was arrested for possession of drug paraphernalia, for which he was issued a Notice to Appear. The subject was cooperative and he was transported to Stewart-Marchman in Bunnell for drug treatment. A Police report was completed. **Good Job!**

Wednesday: 9/18/24 @ 1:48 p.m. / Reckless Driver / 1200 Block of South Oceanshore Boulevard: Patrol Officers were dispatched in reference to a blue Lexus that was traveling northbound on SRA1A, which according to the reporting party was unable to maintain the single traffic lane and was driving erratically. Officers canvassed the area for the vehicle, but it was not located. No further action.

Wednesday: 9/18/24 @ 3:33 p.m. / Harassing Phone Calls / 725 Block of North Oceanshore Boulevard: Patrol Officers were dispatched in reference to a customer calling the business multiple times, unhappy with the services that he was provided. The reporting party was provided with advice of what they could do moving forward. Officers also called the customer and advised him to stop all contact with the business. No further action required.

Wednesday: 9/18/24 @ 8:29 p.m. / 911 Investigation / 100 Block of John Anderson Highway: A Patrol Officer responded to a "911" hang up call that was "geo-located" to a residence. The owner of the cellular device was contacted and had accidentally pocket dialed emergency services, but no assistance was needed. No further action required.

Wednesday: 9/18/24 @ 11:43 p.m. / Commercial Alarm / 2024-17457 / 422 Beach Village Drive (Margarita Island): Patrol Officers responded to the business in reference to an alarm. Upon checking all exterior doors of the establishment, they were all locked, and nothing appeared to be suspicious. No further action required.

Wednesday: 9/18/24 11:53 p.m. / Unsecured Building / 2024-17458 / 406 Beach Village Drive (Vacant Store): While Nightshift Officers were conducting a security check of the Publix complex, the rear door of the above unit was found unsecured. Officers cleared the unit and located nothing suspicious. The rear door was re-secured. **Follow Up:** The General Manager of Publix was contacted on Thursday morning and he was extremely thankful for our Officers diligence. **Good Job!**

Thursday: 9/19/24 @ 1:03 a.m. / Commercial Alarm / 2501 Moody Boulevard (Flagler Movers): Patrol Officers were dispatched in reference to a motion alarm from the management office. Our Officers checked all exterior doors, which were all secure. Upon looking into the secure windows of the business, nothing suspicious was observed. No further action required.

Thursday: 9/18/24 @ 1:15 a.m. / Unsecured Building / 2517 Moody Boulevard (Former Fitness One): While Patrol Officers were conducting a security check of the Flagler Square Plaza, the rear door to the above unit was found unsecured. Once officers cleared the unit, they were unable to contact the business owners to resecure the door. **Good Job!**

Thursday: 9/19/24 @ 7:29 am / Residential Alarm / 1500 Block of Lambert Avenue: Patrol Officers were dispatched to a residence in reference to a motion activated alarm coming from the living room area. Upon our Officers arrival, the homeowners were on scene and they advised that the alarm was set off accidentally. No further action required.

Thursday: 9/19/24 @ 12:38 p.m. / Warrant Service / SR100 at Interstate 95: Patrol Officers received an alert from a License Plate Reader (LPR) in reference to a vehicle traveling eastbound, and the registered owner having an outstanding arrest warrant out of Volusia County. A felony traffic stop was conducted by Flagler County Deputies and our Officers in the 200 block of North 5th Street. The owner was the Driver, and he was taken into custody without incident. The subject was transported to the Flagler County Inmate Facility by Flagler County Deputies. **Good teamwork!**

Thursday: 9/19/24 @ 1:55 p.m. / Suspicious Person / 105 2nd Street South (City Hall): Patrol Officers responded to City Hall in reference to a homeless female that was causing issues with City Staff. Our Officers arrived and were able to speak with the female, who left the area without further incident.

Thursday: Dayshift Patrol Officers responded to one (1) "911" investigation during their shift. The 911 hang-up call was "geo-located" and there were no emergencies observed and they were not flagged down by anyone in distress.

New Police Officer: On Monday, Officer Emmett Luttrell started his career with the Flagler Beach Police Department. On Tuesday, Officer Luttrell qualified with his duty weapon, per Florida Department of Law Enforcement (FDLE) standards, at the Flagler Gun & Archery Club. On Wednesday Officer Luttrell began "Field Training" with Sergeant Yelvington. Welcome aboard Officer Luttrell!

First Aid & CPT Training: On Tuesday and Thursday of this week, all personnel were trained in both First Aid and Cardiopulmonary Resuscitation (CPR). Certification for First Aid and CPD is required for Accreditation standards, and the classes were run through Daytona State College.

988 Suicide Awareness Walk: On Thursday, September 19th, Chief Doughney participated in the 988 – Suicide Awareness Walk, sponsored and organized by the Rotary Club of Flagler Beach. The awareness walk started at 5:30 p.m. with a contingent of eager participants leaving Wadsworth Park and walking across the SR100/Moody Bridge: on the sidewalk. The walk ended at Veterans Park, where there was a remembrance for those lost to suicide, followed by a couple of guest speakers; the last of which was our Chief. The event concluded at 7:00 p.m.

Monthly Training: Officers worked on completing September’s online monthly training through Police Law Institute. This month’s topic is; **Supreme Court Rulings 2024.**



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		9/20/2024		To: Thursday		9/26/2024	
Calls For Service	79	Felony Arrest	0	Reports Written	21	Citations Issued	31
Self-Initiated	27	Misd. Arrest	4	Comm. Policing	19	Warnings (Written/Verbal)	38/7
Traffic Stops	76	City Ordinance	10	Security Checks	235		

Chief's Weekly Summary

Friday: 9/20/24 @ 8:49 a.m. / Suspicious Person / 2024-00017525 / 1316 South Ocean Shore Boulevard: While on patrol an officer observed a white female walking through the alleyway behind the old Lazy Hours Motel. After circling the block the female disappeared. The female was located at the motel and had a cart of belongings. She advised she was staying there for a few days. The property manager was contacted and requested the female trespass from the property. No further action was taken.

Friday: 9/20/24 @ 4:55 a.m. / Crash w/ Injuries / 2024-00017550 / 215 South Ocean Shore Boulevard: Officers responded in reference to a silver Honda Elantra VS a bicycle. It appears the male on the bicycle was eastbound crossing at the crosswalk. The Hyundai stopped at the crosswalk, then continued southbound on A1A, then continued and crashed into the bicycle that was fully in the crosswalk. FHP was notified due to the male on the bicycle was called as a trauma alert due to head trauma. The male was airlifted to Halifax Hospital. The investigation was turned over to FHP.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
 1880 Block North Ocean Shore Boulevard from 6:58 a.m. to 7:58 a.m. (Traffic Enforcement) No violations were observed.

Friday: 9-20-24 @ 6:52 p.m. / Trespassing / #24-00017551 / 1 Henry Circle: Officers responded to a report of a female sleeping on the property, and the caller wanted her trespass. The female was located and escorted off the property.

Friday: 9-20-24 @ 9:26 p.m. / Noise Complaint / #24-00017560 / 1112 South Oceanshore Boulevard: Officer responded to a live music report at the business. Contact was made, and there was no live music at this location. No police action was needed.

Friday: 9-20-24 @ 10:34 p.m. / Drunk Driver / #24-00017564 / 2600 Moody Boulevard: An Officer conducted a traffic stop on a motorist for speeding. The investigation resulted in the driver being taken into custody and transported to the inmate facility without incident. Additionally, a police report was completed.

Friday: 9-21-24 @ 12:48 a.m. / Disturbance Physical (DV) / #24-00017574 / 319 Moody Boulevard: Officers responded to a report of a fight in the parking lot. The investigation resulted in DV charges being generated. Additionally, a police report was completed.

Friday: 9-21-24 @ 2:08 a.m. / Disturbance Physical / #24-00017577 / 319 Moody Boulevard: Officers responded to a report of a fight in the parking lot. The investigation resulted in the victim refusing to prosecute anyone involved. The proper paperwork was completed, in addition to a police report.

Saturday: 9/21/24 @ 11:31 a.m. / Suspicious Incident / 2024-00017619 / 1400 North Ocean Shore Boulevard: Officers responded to a call of an older white male who went into the ocean swimming but had not returned after an hour and a half. The male was located a short while later on the beach at 12th Street walking back to 14th Street where his car was.

Saturday: 9/21/24 @ 12:33 p.m. / Suspicious Incident / 2024-00017621 / 252 Ocean Palm Drive: Officers responded in reference to a boat possibly in distress on the west side of the ICW. Upon arrival, the boat was seen with a male in the water pulling the boat into deeper water. FCSO marine unit responded, but upon arrival, the boat had already left the area and was heading southbound. No further action was taken.

Saturday: 9-21-24 @ 5:59 p.m. / Crash Hit and Run / #24-00017629 / 200 block South Oceanshore Boulevard: Officer responded to a report of a crash hit and run of a parked car. The owner was located and advised they did not wish to file any reports. No police action was needed.

Saturday: 9-21-24 @ 10:33 p.m. / Drunk Driver / #24-00017655 / 2600 Moody Boulevard: An Officer conducted a traffic stop on a Truck for speed. The investigation resulted in the driver being taken into custody and transported to the inmate facility without incident. Additionally, a police report was completed. See below for additional information.

Saturday: 9-21-24 @ 11:48 a.m. / Baker Act / #24-00017662 / 600 block South Oceanshore Boulevard: Officers responded to a report of a male who needed assistance. The investigation resulted in the male being taken into custody and transported to Halifax for treatment. Additionally, a police report was completed.

Sunday: 9/22/24 @ 7:07 a.m. / Residential Burglar Alarm / 2024-00017690 / 1500 Lambert Avenue: Officer responded in reference to an alarm called in by Alarm Pro. Upon arrival, the officer contacted the homeowner, who had been identified by his ID. The owner advised that he accidentally set off the alarm but put the proper code in after. No further action was taken.

Sunday: 9/22/24 @ 8:47 a.m. / Disturbance Verbal / 2024-00017693 / 2139 North Ocean Shore Boulevard: Officers responded in reference to a verbal disturbance between a male and female over the door being locked and the male not being able to access the common home. The

male, at one point, slapped a phone out of the female's hand, and the female slapped keys out of the male's hand. Both advised that nothing physical between the two of them other than the items being knocked out of each other's hands. The female advised she was going to work, and they would be separated for the rest of the day. Police report completed.

Sunday: 9/22/24 @ 12:23 p.m. / Civil / 2024-00017702 / 126 Oak Lane: Officer responded in reference to a female calling in because her neighbor's father was blocking the swale with concrete blocks. Upon arrival, the male had left the area. A few small concrete blocks were seen at the edge of the driveway in the swale. Contact was made with the male, and he was advised that he could not block the swale. The male removed the concrete blocks.

Sunday: 9/22/24 @ 3:08 p.m. / Security Check / 2024-00017710 / 111 South Daytona Avenue: Officer conducted a security check at the Compass Hotel complex and found more tagging that was near the previous tag. We are not sure if it is new or part of the previous incident. At this time an email was sent with the other pictures of the tags. The whole complex was checked with no other tags found.

Sunday 9-22-24 @ 6:34 p.m. / Animal Complaint / #24-00017724 / 1000 block South Oceanshore Boulevard: Officer responded to a report of a dog at large on the beach. The Officer had previously verbally warned the dog's owner of the leash law (9-22-24 @ 6:04 p.m.). The owner was cited for a violation, and proper paperwork was completed.

Sunday: 9-22-24 @ 11:10 p.m. / Trespassing / #24-00017740 / 2200 Moody Boulevard: While securing the park, an Officer located a subject. The Officer trespassed the subject and advised him to leave. The subject refused to go, and when the Officer attempted to take the subject into custody, he resisted. The subject was eventually taken into custody. The male was taken to Advent for an injury and then transported to the inmate facility. Additionally, a police report was completed.

Monday: 9/23/24 @ 9:17 a.m. / Narcotics / Case # 2024-00017778 / 1200 North Oceanshore Boulevard: A bale of marijuana washed up on shore. It was submitted into evidence for destruction. A case report was completed.

Monday: 9/23/24 @ 9:28 a.m. / Reckless Driver / Case # 2024-00017780 / 1600 North Oceanshore Boulevard: A motorcycle traveling south on A1A from this location that was all over the road & dragging its kickstand. A traffic stop was conducted in the 600 block of South Oceanshore Boulevard and the driver was found to be operating the motorcycle without a valid license. He was taken into custody without incident & transported to the Inmate Facility. A case report was completed.

Monday: 9/23/24 @ 12:44 p.m. / Property Found / Case # 2024-00017781 / 204 South Flagler Avenue, FBPD: A phone was found on the beach and turned into the lobby. It was submitted into evidence for safekeeping. A case report was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;

3500 South Oceanshore Boulevard, 8:15 AM - 9:00 AM, no violations observed.

2200 Moody Boulevard, 2:15 PM - 2:45 PM, no violations observed.

3500 South Oceanshore Boulevard, 3:00 PM - 3:45 PM, three (3) traffic stops, two (2) written warnings, and one (1) verbal warning.

Monday: 09/23/24 @ 9:59 p.m. / Welfare Check/ 2024-00017807 / 1778 N. Central Avenue: Officers were dispatched in reference to a welfare check on an 87-year-old male. The RP was his sister, who advised that she talks to him on the phone every day; however, today, he did not answer his phone. Contact was made with the subject, who was well. He was advised to call the RP.

Monday: 09/24/24 @ 2:48 a.m. / Security Check / 2024-00017820 / 400 Beach Village Drive (Hi Tulip Cafe): While conducting a security check on the business, the rear door was found unsecured. There were no signs of forced entry or anything suspicious located. The door was able to be secured.

Monday: Offer Luttrell, the newest member of the Police Department, began his road training phase with his first Field Training Officer, Officer Guerrero.

Tuesday: 9/24/24 @ 9:23 a.m. / Trespassing / Case # 2024-00017842 / 201 South Flagler Avenue, Beachside Laundromat: Homeless female on scene causing issues with staff. She was issued a trespass warning and left the property without incident.

Tuesday: 9/24/24 @ 9:28 a.m. / Commercial Vehicle Fire / Case # 2024-00017843 / Clubhouse Drive @ South Oceanshore Boulevard: The large drilling machine that is being used for the seawall project caught fire due to a hydraulic leak. FBPD & VCSO shut down A1A for approximately two (2) hours while the fire was extinguished by Station 11 & Station 16.

Tuesday: 9/24/24 @ 10:27 a.m. / Larceny Follow-up / Case # 2024-00017797 / 337 12th Street North: New details were provided from the homeowner & victim in this case. A supplement report was completed and the information was passed along to the investigating Officer.

Tuesday: 9/24/24 @ 10:42 a.m. / Fraud / Case # 2024-00017846 / 300 4th Street North: Two (2) stolen checks were issued to the reporting party for rent payments. The checks were stolen out of Volusia County which has already completed its investigation. A case report was completed and a charging affidavit will be completed to be sent to the State Attorney's Office for review.

Tuesday: 9/24/24 @ 12:57 p.m. / Verbal Disturbance / Case # 2024-00017848 / 159 Lantana Avenue: The reporting party heard a male & female arguing while out on a walk. She did not hear any threats being made or see any physical violence. Officers attempted contact at the residence but no one came to the door.

Tuesday: 9/24/24 @ 1:32 p.m. / Crash Hit & Run No Injury / Case # 2024-00017849 / 611 North Oceanshore Boulevard, FB Winery: from Monday evening. Two (2) vehicles were involved with no injuries and one (1) of the vehicles left the area after the crash. Officers were able to review video footage and identify the suspect vehicle utilizing our LPR system. A long-form was completed.

Tuesday: 9/24/24 @ 4:23 p.m. / Animal Bite / Case # 2024-00017852 / 401 North Oceanshore Boulevard, Sally's Ice Cream: A female was bitten on the leg by a small dog. A case report was completed and notifications were made.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 North Oceanshore Boulevard, 8:15 AM - 8:45 AM, no violations observed.

Tuesday: 09/24/24 @ 6:32 p.m. / Welfare Check/ 2024-00017855 / 2200 Moody Blvd. (Wadsworth Park): RP reported that a young female was lying on the ground and passed out. When the RP checked on the female, she woke up and began walking away. The RP asked if she needed medical assistance, which she declined. The RP wanted the police to check on her. Officers walked the area but could not locate the female. There were several people present due to a youth soccer game going on. No other people reported seeing the female in question.

Tuesday: 09/24/24 @ 9:09 p.m. / Property Damage / 2024-00017861 / 1848 S. Oceanshore Blvd. (Oceanside Grill): Officer was dispatched in reference to a vehicle that suffered damage from a parking lot curb stop. Contact was made with the driver of the vehicle, who advised that the curb stop had a piece of rebar protruding out of it. The rebar caught her bumper after pulling too far forward and damaged the vehicle. A case number was provided to the driver and the manager of the business was notified. A case report was completed.

Tuesday: 09/25/24 @ 12:20 a.m. / Business Alarm / 2024-00017866/ 105 Moody Blvd Unit E: Officers responded to a commercial burglar alarm. The building was secure, and no signs of forced entry were observed. The business owner arrived on the scene and checked inside the business. She advised that a sensor had fallen from a window, which triggered the alarm. The alarm was false, and no further action was taken.

Tuesday: 09/25/24 @ 3:05 a.m. / Unsecured Building / 2024-00017875 / 914 S. Oceanshore Blvd.: Officers were conducting a security check at a listed house watch when they observed a neighboring residence with an open garage. Officers were familiar with the homeowners (The Hagmans) and agreed that this was very unusual for them. Dispatch was able to call the homeowners and had them step outside. They advised that they must have inadvertently left the garage open and were grateful we contacted them so they could close it.

Tuesday: 09/25/24 @ 4:02 a.m. / Shoplifter / 2024-00017884 / 408 S. Oceanshore Blvd (711): Officers were dispatched to 711 in reference to an unknown suspect who filled a cup at the soda fountain and departed the business without paying for it. The suspect left the area on a bicycle heading north. Officers BOLO'd the area; however, he was not located. The clerk completed a sworn written statement and was provided a case number. The clerk advised that she has to contact the business owner in the morning to inquire if he wants to prosecute. This case will be pending further investigation. A case report was completed.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 block of N. Oceanshore Blvd. from 0244 hours to 0304 hours, no violations observed.

Tuesday: Deputy Chief Blanchette attended the special meeting workshop of the City Commission at City Hall from 5:30 p.m. to 8:00 p.m. regarding the possible annexation of Veranda Bay.

Wednesday: 9/25/24 @ 6:32 p.m. / Larceny / 2024-00017917 / Beachfront Motel: 1544 S. Ocean Shore Blvd.

Preliminary investigation revealed that a former motel manager allegedly stole more than \$20k in petty cash over the course of a year. When the motel owner learned of the discrepancy, he confronted the suspect. The suspect, citing a breach of contract, immediately resigned. The victim is involved in a number of civil issues against the suspect; he is represented by an attorney. His attorney suggested he contact the police regarding the aforementioned criminal aspect (the alleged larceny). Attempts have been made to contact the suspect, but her whereabouts are unknown. She presumably resides in the Daytona Beach area. A case report was generated.

Wednesday: 9/25/24 @ 11:43 a.m. / Suspicious Vehicle/ 2024-00017905 / 2500 block Palm Avenue. Police were dispatched to a suspicious vehicle that was legally parked in the 2500 block. Further investigation revealed that the registered owner was working on his new residence, located across the street from where he parked his vehicle. No crime was committed.

Wednesday: 9/25/24 @ 5:13 p.m. / Suspicious Incident / 2024-00017918 / Truist Bank: 2410 Moody Blvd. An investigation revealed that an unknown female juvenile telephoned the bank asking if it was okay for her to rob it. No other details were mentioned. The bank employee brought the matter to their security staff, who later advised the police of the aforementioned. Police made several attempts to call the suspect, which contained a local area code. The first attempt resulted in a person answering the phone but not saying anything; that person then terminated the call. The subsequent attempts resulted in busy signals. Investigative efforts were used to determine the caller's identity and location. It is suspected that a spoofing application was utilized, which is a program used to misrepresent the caller's personal information and whereabouts.

Wednesday: 9-25-24 @ 6:00 p.m. / 911 Hang-up / #24-00017919 / 2568 Block South Oceanshore Boulevard: An officer responded to a report of a 911 hang-up. The area was checked, and no emergency was located.

Wednesday: 9-25-24 @ 11:11 p.m. / Suspicious Incident / #24-00017934 / 2140 South Flagler Avenue: Officers responded to a report of a subject walking around the home. Officers checked the area with negative results.

Wednesday: 9-26-24 @ 12:02 a.m. / 911 Hang-up / #24-00017939 / 1628 South Daytona Avenue: Officers responded to a report of a 911 hang-up. Contact was made with the caller, who advised he accidentally dialed. No emergency, he said.

Wednesday: 9-26-24 @ 2:34 a.m. / Animal Bite / #24-00017942 / 408 South Oceanshore Boulevard: Officers responded to a dog bite. They contacted the RP, who stated she reached into the car, and her daughter's dog bit her hand. All needed paperwork was completed and faxed. Additionally, a police report was completed.

Thursday: 9/26/24 @ 8:08 a.m. / Ordinance Violation / 2024-00017955 / South Ocean Shore Boulevard @ 23rd Street South (On Beach): Officer responded reference to two white males on the beach making sandbags with beach sand. Upon arrival, the two males had already left the area, but a concerned citizen advised the males were on South Central Avenue and provided an address. Contact was made with the males who had about 15 sandbags in the back of a truck. The males admitted to taking the sand but did not know they were not allowed. The males returned the sand to the beach where it was taken from. No further action was taken.

Thursday: 9/26/24 @ 8:58 a.m. / Suspicious Person / 2024-00017957 / 2656 Ocean Shore Boulevard: Officers responded in reference to an elderly male who came up from the beach acting strange and appeared confused. Upon arrival, contact was made with the male who did not know where he was and was not talking. The male appeared that he was in the ocean and had cuts and scrapes. The male was turned over to Flagler County Fire Rescue and transported to Advent South for treatment.

Thursday: 9/26/24 @ 9:49 a.m. / Welfare Check / 2024-00017963 / 805 Ocean Marina Drive: Officers responded to a request to contact the caller's father, whom the caller has not been able to reach. Upon arrival, officers were attempting to make contact when a neighbor advised that the male had left in his vehicle. The caller was called back and advised.

Thursday: 9/26/24 @ 3:26 p.m. / Water Rescue / 2024-00017971 / North Ocean Shore Boulevard @ 3rd Street North (On Beach): Officers and the fire department responded to two female teens who appeared to be in trouble trying to swim, per the reporter. Upon arrival, two female teens were located in the area but were not in trouble; they were playing in the waves. No further action was required.

Thursday: Dayshift Officers conducted Operation Piggybank: Due to yesterday's Suspicious Incident at Truist Bank, Officers utilized a spare police vehicle as a ghost car and parked it in the bank parking lot. The vehicle was moved several times throughout the shift, so it appeared that an officer was at the bank.

Thursday: The Day and night Shift Officers working today underwent ballistic shield training, which Officer Schoenbrod conducted. This training consisted of learning techniques and skills to effectively use and navigate dangerous situations using cover from our newly purchased ballistic shield. All Patrol personnel will be trained in this new, potentially lifesaving equipment.

Thursday: Deputy Chief Blanchette attended tonight's abbreviated City Commission meeting. The Commission only approved budget items.

Thursday: 9-26-24 @ 6:36 p.m. / Notification-Welfare Check / #24-00017975 / 3400 Block South Oceanshore Boulevard: Officers responded to a report of several surfers going out in the ocean, and now the caller can't find them. They checked the area, and due to the ocean current, they were in the 2200 block. No police action was needed.

Thursday: 9-27-24 @ 1:28 a.m. / Assist Public / #24-00017984 / 2002 South Daytona Avenue: Officers responded to a report of a trampoline that flew away due to high winds from the storm. Officers were able to move the trampoline and secure it for the night.



FLAGLER BEACH POLICE DEPARTMENT
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Chief's Weekly Report

From: Friday		9/27/2024		To: Thursday		10/3/2024	
Calls For Service	63	Felony Arrest	0	Reports Written	10	Citations Issued	16
Self-Initiated	38	Misd. Arrest	2	Comm. Policing	17	Warnings (Written/Verbal)	43/12
Traffic Stops	60	City Ordinance	6	Security Checks	265		

Chief's Weekly Summary

Friday: 9/27/24 @ 7:48 a.m. / Abandoned Vehicle / Case # 2024-00017994 / 3100 South Oceanshore Boulevard, Gamble Rogers: Vehicle left abandoned, blocking the entrance to the west side of Gamble Rogers. It was discovered the owner had been transported to the hospital the previous day by Rescue 11 after being found wandering down A1A. The vehicle was moved to the Guard Shack & family notified of where it was.

Friday: 9/27/24 @ 12:25 p.m. / Suspicious Incident / Case # 2024-00018005 / 28th Street South & A1A: Reporting party thought she had found a scuba tank floating in the water. It was a buoy that had broken loose from somewhere & was left in the water.

Friday: Officers assisted an FDOT contractor with traffic control at Moody Boulevard and Flagler Avenue for approximately one (1) hour while they ran new cables for the temporary traffic signals. .

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
 2200 Moody Boulevard, 10:15 AM - 10:45 AM, no violations observed.
 3500 South Oceanshore Boulevard, 11:45 AM - 12:15 PM, no violations observed.
 400 John Anderson Highway, 3:15 PM - 3:45 PM, three (3) traffic stops & written warnings.

Friday: 09/27/24 @ 7:31 p.m. / Crash - No Injuries / 2024-00018018 / 215 S. Oceanshore Blvd: Officers responded to a minor crash. A driver's exchange form was completed and provided to the drivers involved.

Friday: 09/28/24 @ 7:32 p.m. / Alarm Commercial Burglar / 2024-00018019 / 2303 Moody Blvd (Sherwin Williams): Officers responded in reference to a business burglar alarm from the rear door motion. The business was checked and found to be secure and intact.

Friday: 09/27/24 @ 8:18 p.m. / Verbal Disturbance / 2024-00018020 / 700 S. Oceanshore Blvd. (Mobil Gas Station): Officers were dispatched in reference to a verbal disturbance over child custody. Contact was made with the RP, who was the child's mother. She was advised that the situation was a civil matter due to the marital status she and the father currently possess. The child in question was to have shared custody due to the lack of any court orders. The child was located and found to be in good health and spirits at the father's residence.

Friday: 09/27/24 @ 8:53 p.m. / Verbal Disturbance / 2024-00018021 / 105 N. Oceanshore Blvd (Rocky's Pizza): Officers responded to a verbal disturbance between the business owner and two females. Investigation revealed that the two females were sitting at an outside table in front of the business. The business owner shouted at them to move because they did not purchase any food from the business. The two females did move before LEO's arrival. No further action was taken.

Friday: 09/27/24 @ 9:58 p.m. / Warrant Service / 2024-00018024 / 608 S. Oceanshore Blvd (Tortugas): Officers attempted to locate a subject who was supposed to be working at this business tonight that has an active felony warrant. Contact was made with the manager, who advised the subject was a no-call, no-show tonight. The manager advised he will be removed from their schedule. No other information on his whereabouts was provided.

Friday: 09/28/24 @ 2:10 a.m. / Reckless Driver / 2024-00018403 / 600 Moody Blvd: Officers were dispatched in reference to a reckless driver operating a black/grey Tesla. The RP only provided information that the operator of the vehicle had been at the bar and was possibly intoxicated. There was a 10-minute time delay. The vehicle was not located.

Friday: 09/28/24 @ 2:34 a.m. / Baker Act / 2024-00018044 / 2100 S. Daytona Avenue: Officers responded in reference to a female texting her boyfriend (RP) that she did not want to live anymore. Contact was made with the RP, and the text messages were collected and uploaded in Evidence.com. After viewing the text messages, it was determined that the female met the Baker Act criteria. Contact was made with the female at her residence, and she was placed in protective custody. The female was transported to Halifax without incident.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 block of N. Oceanshore Blvd. from 0351 hours to 0433 hours, no violations observed.

Friday: Nightshift Officers conducted proactive training on:

Can a vehicle be stopped based on an outstanding warrant attached to the registered owner of the vehicle?

Saturday: 9/28/24 @ 9:32 a.m. / Civil / Case # 2024-00018069 / 520 South Daytona Avenue Lot # 50: Argument between husband & wife who are separated over ongoing child custody issues. No threats or physical action was taken & the parties were separated.

Saturday: 9/28/24 @ 10:58 a.m. / Fire Alarm / Case # 2024-00018074 / 204 South Flagler Avenue, FBPD: Unknown issue with the fire alarm. Station 11 responded and was able to reset the alarm. The alarm went off two (2) separate times.

Saturday: 9/28/24 @ 11:50 a.m. / Welfare Check / Case # 2024-00018078 / 19 Ashbury Lane: Request from FCSO to assist with bolo'ing for an elderly male driving around who has dementia. He was located on John Anderson Highway in Volusia County. No action was taken by FBPD.

Saturday: 9/28/24 @ 3:08 p.m. / Residential Alarm / Case # 2024-00018083 / 2282 South Oceanshore Boulevard: There was an entry/exit alarm from the residence. No one was on the scene, and all the windows and doors were secure.

Saturday: 9/28/24 Officers responded to one (1) geo-locate 911 hang-up and was unable to locate anyone in distress.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 400 John Anderson Highway, 11:00 AM - 11:30 AM, no violations observed.

Saturday: Dayshift Officers conducted proactive training on: "Critical Incident Breakdown: Can the use of body weight ever be considered deadly force?" Officers watched a video on the topic & held a discussion afterward.

Saturday: Dayshift Officers attended the Flagler Women's Club Pancake Breakfast from 9:00 AM - 9:30 AM.

Saturday: 09/28/24 @ 5:12 p.m. / Suspicious Incident / 2024-00018086/ 1224 S. Oceanshore Blvd (Topaz): Officers responded to a possible suicidal subject who was staying at the Topaz. The RP advised that the subject told him verbally over the phone that she didn't want to live anymore. Investigation revealed that she did not meet BA criteria. The subject requested a report be completed in reference to her prescription medication (Adderall) going "missing."

Saturday: 9/28/24 Nightshift Officers responded to (2) 911 hangups that were not emergencies.

Sunday: 9/28/24 Dayshift Officers responded to two (2) 911 hang-ups that were accidental & the callers were okay.

Sunday: 9/28/24 Dayshift Officers checked out with two (2) people who were walking on the new dunes.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 400 John Anderson Highway, 11:45 AM - 12:15 PM, one (1) traffic stop & written warning.

Sunday: 09/29/24 @ 8:33 p.m.. / Juvenile Incident / 2024-00018153/ 323 N. 2nd Street: Officers responded to a report of unsupervised 12 & 13 yr. old female juveniles attempting to solicit rides from random individuals to an unknown destination in Bunnell where neither child lived.

Officers made contact with both juveniles and contacted their parents. One juvenile became irate and was acting erratic towards Officers. The juvenile had to be detained in handcuffs for her safety. One juvenile parent came to the scene and collected her child. The juvenile that was detained was transported to the police department until her mother arrived. The juvenile was released to her mother. DCF was notified of the incident, and a case report was completed.

Sunday: 09/29/24 @ 9:12 p.m. / Assist other Agency / 2024-00018160 / 400 Beach Village Drive: Officers were dispatched in reference to a past occurred domestic disturbance. Investigation revealed that the incident originally occurred at 101 Palm Harbor Pkwy. #304B, and no crime happened in Flager Beach. FCSO was contacted and responded. Once on scene, FCSO was briefed and took over the criminal investigation.

Monday: 9/30/24 @ 7:08 a.m. / Welfare Check / 2024-00018180 / 408 South Ocean Shore Boulevard: Officer responded to a call that there was an intoxicated male at the beach that may be suicidal and has PTSD. The caller was his wife, who was out of town and worried about her husband. Contact was made with the male who was not intoxicated and did not meet BA criteria. Contact was made with the wife and she was advised of the male's condition. No further action was taken.

Monday: 9/30/24 @ 11:35 a.m. / Assist Other Agency / 2024-00018191 / South Ocean Shore Boulevard @ County Line: Officers responded in reference to FWC requesting assistance setting a perimeter around the wooded area. FWC was Looking for two black males that ran from them in the woods. FWC had felony charges on the males for berry picking. Officers maintained the perimeter for about an hour before FWC stopped locking for the males.

Monday: Deputy Chief Blanchette attended the first Hazmat Tabletop Exercise Planning Team Meeting at the Flagler County Emergency Operation Center from 3 p.m. to 4:15 p.m. This is the early planning stage of a full-scale tabletop hazmat incident, encompassing many Flagler County First Responder disciplines, including the Flagler Beach Police and Fire Departments. The tabletop is scheduled for December 9, 2024, from 8 a.m. to 12 p.m. at a location yet to be determined.

Monday: 9/30/24 @ 9:09 p.m. / Alarm Business / #24-00018213 / 105 North Oceanshore Boulevard: Officers responded to a report of an alarm sounding. Contact was made with staff, and the alarm was set off while working on it. No police action was needed.

Monday: 9/30/24 @ 11:07 p.m. / Trespassing / #24-00018221 / 800 South Daytona Avenue: While closing restrooms, an Officer located a male in the park after hours. The male was also contacted prior at this park and was aware of the hours. The subject was given a trespass warning for the park. He left the area without incident.

Tuesday: 10/01/24 @ 9:10 a.m. / Solicitor / 2024-00018271 / 1743 South Flagler Avenue: Officer responded reference to a white male going door to door offering tree service. The reporter was upset because she has a no trespassing sign in her yard and the male ignored it. The area was bolo'ed for the subject but was unable to locate.

Tuesday: 10/01/24 @ 9:35 a.m. / Disturbance Verbal (Delayed) / 2024-00018272 / 2200 Moody Boulevard: Officer made contact at department with the president of the youth soccer league. She advised that on Saturday, 9/28/24, at the end of the games, several parents of players got in a verbal argument with one of the referees. She requested that officers make a presence at the games on Saturdays. The games run from 7:30 a.m. to 1:30 p.m. She was advised calls permitting an officer will drive through the area.

Tuesday: Deputy Chief Blanchette and Dorothy Ramirez attended "Purchasing 101 End User Training" at City Hall from 10 a.m. to 11 a.m.

Tuesday: 10/01/24 @ 12:53 p.m. / Abandon Vehicle / 2024-00018279 / 2201 North Ocean Shore Boulevard: Officer responded reference to a silver Kia van parked at the rear of the business. Upon contact with the owner, he advised that he obtained permission to park there until he could fix the van.

Tuesday: 10-1-24 @ 4:47 p.m. / Notification-Welfare Check / #24-00018287 / 159 Lantana Avenue: Officers responded for a welfare check due to ongoing issues at the home. They could not locate anyone at the house and were advised they left in a red car. Later this date (9:34 p.m.), Officers responded due to a report that the subjects were home. The investigation resulted in a positive ending, in addition to completing a police report.

Tuesday: 10-1-24 @ 8:05 p.m. / Baker Act / #24-00018296 / 200 block South Oceanshore Boulevard: Officers responded to a report of a female who needed assistance. The investigation resulted in the female being taken into custody and transported to Halifax for treatment. Additionally, a police report was completed.

Wednesday: 10/2/24 @ 9:46 a.m. / Suspicious Incident / Case # 2024-00018343 / 2100 South Daytona Avenue: Reporting party observed a homeless male in the backyard of his neighbor's residence. The male had been hired by a tree company & the owners to clean up storm debris. The male was allowed to continue working.

Wednesday: 10/2/24 @ 10:44 a.m. / Crash Hit & Run No Injury / Case # 2024-00018346 / 284 Interstate 95 NB: Two (2) vehicle crash with one (1) of the vehicles fleeing east on State Road 100. Officers were able to locate the vehicle at John Anderson Highway and conduct a traffic stop. Officers stood by with the vehicle & driver until FCSO units arrived & completed their investigation.

Wednesday: 10/2/24 @ 2:29 a.m. / Suspicious Incident / Case # 2024-00018353 / 1609 South Flagler Avenue: Female came into the lobby to report suspicious activity that occurred yesterday afternoon. She was given advice and an email was sent out regarding the incident.

Wednesday: 10/2/24 @ 3:18 p.m. / Warrant Service / Case # 2024-00018355 / 1500 Block South Daytona Avenue: Traffic stop conducted on a vehicle by an FCSO Pace Unit for a passenger in the vehicle having multiple active warrants. The male, Derrick Hensley, was taken into custody without incident and transported to FCIF by FBPD. Once at the jail, the male was turned over to the arresting Deputy.

Wednesday: 10/2/24 @ 3:45 p.m. / Medical / Case # 2024-00018356 / Moody Boulevard @ Colbert Lane: Older male in a taxi started and passed out in the back of the taxi while driving. He had just been released from the hospital and was transported back by Rescue 11 due to heart attack complications.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
400 John Anderson Highway, 10:45 a.m. - 11:15 a.m., no violations observed.
3500 South Oceanshore Boulevard, 2:00 p.m. - 2:30 p.m., no violations observed.

Wednesday: 10/02/24 @ 7:58 p.m. / LPR Hit / 2024-00018358/ 1800 block of S. Central Avenue: Officers were alerted to an LPR hit for a Focus subject that had a Flagler County warrant: /2019 GRY DODGE RAM 1500 / RO IS WANTED PERSON / ROBERT DEEN COWART JR DOB 04 24 1983 / ORDER TO SHOW CAUSE REF MARCHMAN ACT NO BOND EXTRADITE FL ONLY FCSO WARRANT. The vehicle hit the eastbound John Anderson/100 LPR. Officer Luttrell located the vehicle leaving the Mobil on S. Oceanshore Blvd. Officer Luttrell followed the vehicle until another unit got closer. A traffic stop was conducted on the vehicle, and the suspect with the warrant was located as the passenger. The suspect was arrested without incident and transported to the FCIF. Case report completed.

Wednesday: 10/02/24 @ 11:45 p.m. / Unsecured Building / 2024-00018367 / 316 S. Oceanshore Blvd: While patrolling the downtown area on foot checking businesses, Officers found an unsecured door to the Win Mortgage office building. Officers cleared the building and contacted the business owner because they found high-end recording and camera equipment within. The owner later arrived to secure the building and was grateful we contacted him.

Thursday: 10/3/24 @ 11:07 a.m. / Suicide Threat Only / Case # 2024-00018412 / 1020 North Daytona Avenue: Reporting party requested Officers speak with her husband after he made a comment two (2) days ago of wanting to harm himself while he was drunk. Officers spoke with the male & he did not meet Baker Act Criteria.

Thursday: 10/3/24 @ 2:23 p.m. / Physical Disturbance / Case # 2024-00018417 / 1613 North Daytona Avenue: Argument between neighbors over tree trimming. During the argument, one neighbor pushed the other off of a ladder, causing him to fall. The male was taken into custody without incident & transported to the Inmate Facility. See arrest details below. A case report was completed.

Thursday: 10/3/24 @ 3:15 p.m. / Disabled Vehicle / Case # 2024-00018419 / 1400 Block South Oceanshore Boulevard: Dump truck broke down in the northbound lane of A1A. Northbound traffic was diverted off of A1A for two (2) hours while the truck was removed.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
3500 South Oceanshore Boulevard, 8:00 a.m. - 9:00 a.m., four (4) traffic stops & written warnings.



City of Flagler Beach

Water Treatment Plant



To: Dale Martin, City Manager

From: Jim Ramer, Water Plant Superintendent

Subject: Monthly Report for September 2024

October 1, 2024

In September, we produced 16,808,000 gallons of drinking water. Average 542,194 gallons. This amount was 1,806,000 gallons less than the amount we treated in August. The rainfall for September was 17.33 inches. We used 16,200 Gallons at the plant and used 11,200 Gallons for irrigation. The fire department used 15,000 gallons. Flushed the North End of town due to low chlorine residual. We used 830,500 gallons. We flushed Lakeshore Dr. due to low chlorine residual. We used 6,784 gallons.

We have routine duties that we perform every day on each of our shifts. We collect samples every hour to make sure we keep the chemistry of the drinking water within the parameters for Florida Department of Environmental Protection Agency. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We collect monthly samples from all 6 Wells for statics and drawdowns. We collect quarterly samples from all 6 Wells for St. Johns River Water Management. We keep daily records for our monthly reports that are required to be turned in to the Florida Department of Environmental Protection Agency. We also do quarterly reports for Florida Department of Environmental Protection Agency on disinfection byproducts. We have the midnight shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests. We clean both de-gasifiers every two weeks.

DEP requires us to take five bacteriological samples from the distribution system monthly, according to our population. All samples passed on September 8th.

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

We collected our monthly Bacteriological tests.

We submitted our monthly report to the Florida Department of Environmental Protection Agency.

Gospel Gardens is working on plant landscaping.

We collected our monthly Well samples, drawdowns, and statics. While collecting our monthly Well samples. We collected our monthly Well, Samples, Statics and Drawdowns. We collecting our monthly meter readings.

Staff has been cleaning pre-filters all week. We determine the clay is coming from the Enclave project. The staff changed the prefilters on all four trains. We are constantly cleaning the filters because of a clay like substance is clogging them.

Staff cleaned both Degasifiers throughout the month.

We had a meeting with the Enclave contractors, after having a meeting on-site they still hit our Raw Water Main in the Wellfield on Monday the 9th of September. We had to flush the raw water main at the plant using **158,000** gallons. Plant staff ended up having to flush the plant clearwell on the ground using **245,639** due to high chlorine residual. I think our Raw Water is back to normal and hopefully no more cleaning pre-filter for a while.

Staff cleaned Mildew off the south side fence and raw water line on plant grounds. Staff cleaned bollards and pipes on chemical tanks.

Staff sprayed weeds on plant grounds.

The department cleaned up debris after the storm.

We lost Well 12R to FPL power problem on there side. FPL was notified of the problem.

Recreation

Weekly Highlights September 25, 2024

- Lifeguards will still be on duty on the beach during weekends through early November. Flagler Beach Fire Department will be responding to beach emergencies during the weekdays.
- Ocean rescue staff is preparing for possible harsh weather conditions as forecasted storm is predicted to pass by to the west of Flagler Beach on Thursday. The storm is likely to bring in rough surf conditions through the weekend.
- Planning has begun for the “Holiday at the Beach” First Friday on December 6th and parade on December 7th. The event will kick off with the lighting of the park on Friday evening. As usual, the holiday entertainment will be provided by the students from our local schools. On Saturday, Santa will parachute down on the beach to officially start the parade at 1:00pm.
- The first “Flagler Flicks” movie of the season will be shown in Wickline Park on Saturday, September 28. “Chicken Run” will begin at dark!



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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: September 19 - September 25

Flagler Beach Fire Department
Deputy Chief Stephen Cox
Scox@Fbfire.org



Weekly Incident Response Data

↑ **eso** ANALYTICS **Total Record Volume By Incident Type**

Last 7 Days ▾ Sep 19, 2024 - Sep 25, 2024 ▾

48%

FIRE
Percentage of Total Incidents

52%

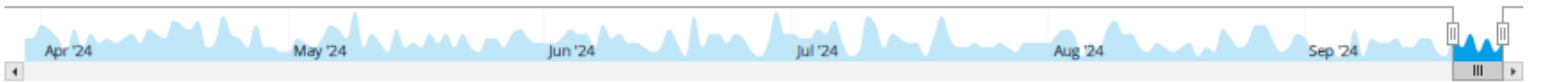
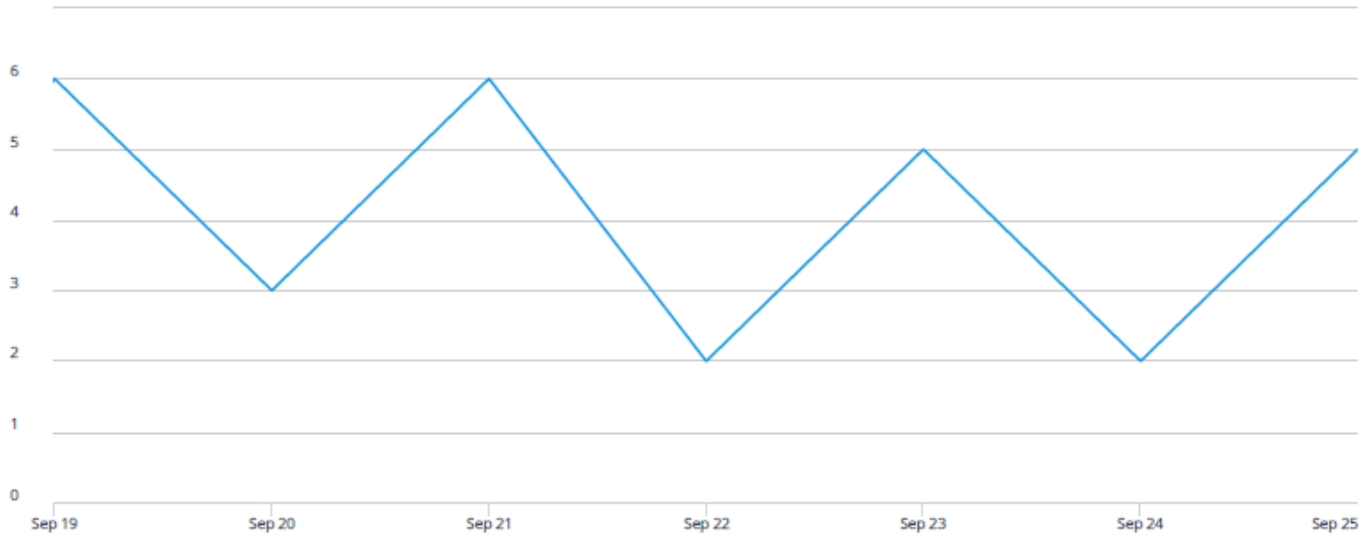
EMS
Percentage of Total Incidents

29

INCIDENTS
In Selected Time Slice

7

DAYS
In Selected Time Slice



	9/19/24	9/20/24	9/21/24	9/22/24	9/23/24	9/24/24	9/25/24	9/26/24	9/27/24	9/28/24	9/29/24	9/30/24	10/1/24	Total
(13) Mobile property (vehicle) fire						1								1
(32) Emergency medical service (EMS) incident	3	3	5		1	1	2							15
(44) Electrical wiring/equipm. problem				1			2							3
(55) Public service assistance	2				1									3
(61) Dispatched and canceled en route	1		1	1	3		1							7
Total	6	3	6	2	5	2	5							29

Total Number of Incident for 2024

1203

From: [Robert Pace](#)
To: [Dale Martin](#)
Cc: [Penny Overstreet](#); [Katherine Monroy](#)
Subject: Weekly Highlights
Date: Thursday, October 3, 2024 1:22:06 PM

Mr. Martin,

The following are the weekly highlights:

- Christmas Come True Fundraising Event

Deputy Chief Cox attended this event. The following is the report he delivered to me; “I was able to partake in the Christmas Come True Fundraising Tournament to help struggling families with Christmas dinners, new clothing, toys, bikes and personalized Christmas stockings, stuffed with goodies and personal hygiene products. The event is a 501-C3 non-profit organization that aims to add the “Merry” to everyone’s Christmas and to improve the average quality of life in the Flagler community, beginning by bringing comfort and joy to the lives of those who need it most. CCT was founded in 2009 by Nadine King. Since then, it has helped more than 1500 families and 4200 children in Flagler County.”

Stephen J. Cox
Deputy Fire Chief

- Strike Team Task Force Assignment (Deputy Chief Cox)

As we are all well aware, Hurricane Helene carried a path of destruction with it through nation’s southeast. Specifically in the state, the pan-handle was one of the hardest areas hit. The Region 3 Director was looking for volunteers to assist with recovery in the pan-handle. There was a definite shortage of Strike Team Task Force Leaders and Deputy Chief Cox received a request to deploy. Deputy Chief Cox was assigned and reported to Dixie County to provide aid in this role. He has been in the area this past week and has reported to me regularly. Sadly, residents of the State of Florida have become very familiar with the destruction that comes from hurricane impacts. It is comforting to know all public safety members are willing to provide mutual-aid assistance when these events take place. Deputy Chief Cox is scheduled to return to the department next week and will be submitting a full report of his deployment.

- Cost Saving Equipment Issued to Staff

While Monitoring Hurricane Helene, the executive decision was made to assign an additional truck company the day of storm impact to the state. This was done locally due to the likelihood of many downed power lines and any possible flooding. Lieutenant Rainey recently approached me with a new and novel idea. She reminded me of when dealing with flood waters in the past, staff members would navigate through high water and conduct pick-offs of stranded local residents many times. Typically, these life saving measures were completed by staff while wearing their bunker gear. As we are all aware, bunker gear is very expensive and after completing this practice most gear would go

through intense, multiple cleanings, if they were not to be found ruined in the aftermath. Lt. Rainey's idea was not to abandon the practice, but to issue each staff member with chest-high waders to complete this task. Each member of the department has been issued the waders are now better prepared in the future in the event of any flooding.

- Continual Education Unit

Staff was assigned a continual education unit called Respiratory System A&P Review. Upon successful completion, the firefighters were to obtain several objectives. List the major structures of the respiratory system. Describe the anatomical and physiological distinctions that differentiate the pediatric, adult, and geriatric respiratory systems. Explain the physiology of respiration and ventilation. Relate the gas exchange process and the mechanics of breathing. Finally, to explain how assess respiratory function and the signs of adequate and inadequate breathing.

- Pink Army Flag Raise at 1st Friday

The Fire Department has been a supporter of Breast Cancer Awareness for many years. October is the month designated to observe Breast Cancer and many others. The month is typically kicked off by a flag raise at 1st Friday with members of the Pink Army in attendance. There will be approximately 6 department members in attendance for the flag raise at 1st Friday tomorrow night. Department members will also once again be wearing pink uniform shirts in hopes of raising awareness to this terrible disease throughout October. In addition, the annual donation towards Breast Cancer Awareness supplied by the Volunteer Firefighter's Association will be discussed at next week's meeting.

- Funeral Escort

Art Giliberti was a retired firefighter from FDNY, living locally and respected by all. Sadly, Mr. Giliberti has passed away and his funeral service is scheduled to take place this upcoming Saturday (October 5th) at Santa Maria Del Mar Catholic Church. The department was contacted by the family with a request. The request is that Mr. Giliberti's fire helmet be escorted by a FBFD Engine Crew to the church with lights and siren. Once at the church, the helmet will be transferred to the Knights of Columbus Color Guard, moved inside the parish and displayed for the service. The department has obviously accepted the request and are happy to provide the service.

- Impact Issues

In addition, to Mr. Giliberti's funeral service, the MS PGA Cycle Tour to the Shore will take place Saturday and Sunday. Event times include 7:30 AM to 5:00 PM Saturday and 7:30 AM – 3:00 PM on Sunday. Weather permitting, FBOR and FBFD are expecting many beach goers over the weekend. All totaled, a few thousand visitors can be expected in the city.

I look forward to talking to you soon.

Thanks,

Robert Pace

Fire Chief

Flagler Beach Fire Rescue

320 S. Flagler Ave

Flagler Beach, Florida 32136

Office-386-517-2010

Cell-386-276-0405



Custom ▾ Feb 8, 2023 - Oct 2, 2024 ▾

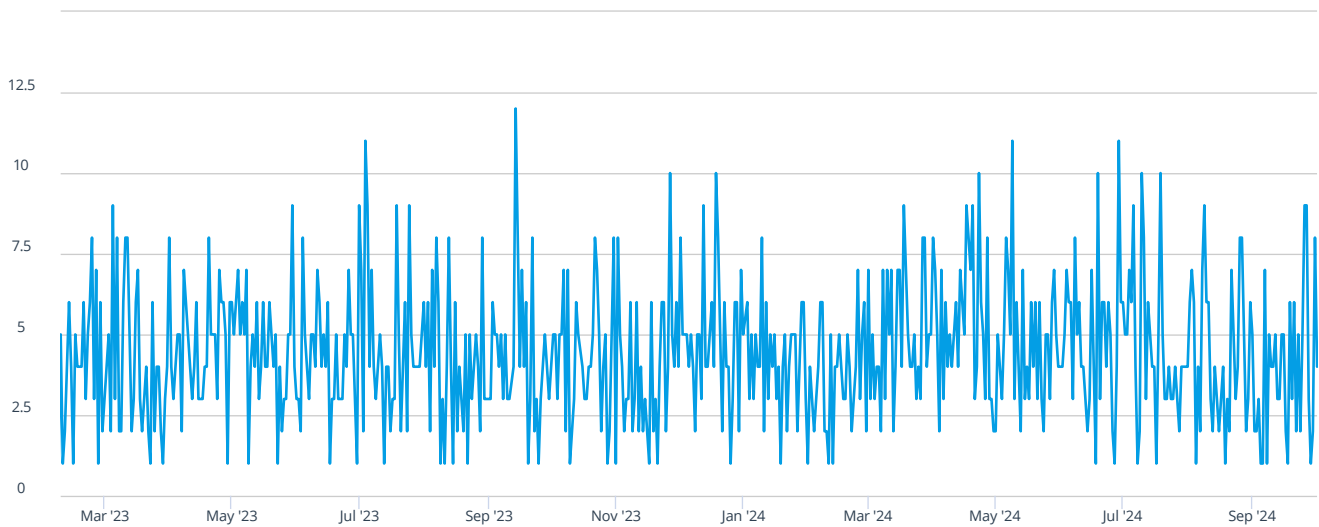
Section 9, Item c.

53%
FIRE
 Percentage of Total Incidents

47%
EMS
 Percentage of Total Incidents

2,634
INCIDENTS
 In Selected Time Slice

603
DAYS
 In Selected Time Slice



Counts % Rows % Columns % All

	Q1 2023	Q2 2023	Q3 2023	Q4 2023	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Total
(10) Fire, other			1		1		2							4
(11) Structure Fire	1	6	1	2	4	1	5							20
(12) Fire in mobile property used as a fixed structure			1				1							2
(13) Mobile property (vehicle) fire	2	2		1	2	1	1							9
(14) Natural vegetation fire	3	1	2	1	1	4	4							16
(15) Outside rubbish fire						1	1							2
(16) Special outside fire			1	1										2
(25) Excessive heat, scorch burns with no ignition						1								1
(31) Medical assist	1		2			1	2							6
(32) Emergency medical service (EMS) incident	101	189	187	201	178	193	182	7						1,238
(33) Lock-In			1											1
(34) Search for lost person	1				1									2
(35) Extrication, rescue					1	1								2
(36) Water or ice-related rescue	1	9	14	1	1	1	2							29
(37) Electrical rescue						1								1

(38) Rescue or EMS standby			2			1							Section 9, Item c.	
(41) Combustible/f... spills & leaks	1	4	1		2	2								10
(42) Chemical release, reaction, or toxic condition				1		1								2
(44) Electrical wiring/equipm.. problem	2	7	12	5	7	10	14							57
(46) Accident, potential accident		2												2
(48) Attempted burning, illegal action					1	2								3
(50) Service call, other	1	2	1	4										8
(51) Person in distress	2	4	5	4	4	9	5							33
(52) Water problem	2	1	3	1			1	1						9
(53) Smoke, odor problem			1		1	4	2							8
(54) Animal problem or rescue				1	3									4
(55) Public service assistance	20	42	38	42	56	47	41							286
(56) Unauthorized burning				1		1								2
(57) Cover assignment, standby at fire station, move-up				2	3									5
(60) Good intent call, other	2	1	1	1	1	1								7
(61) Dispatched and canceled en route	55	92	60	84	77	102	81							551
(62) Wrong location, no emergency found	8	13	15	1	8	24	11							80
(63) Controlled burning	1			1										2
(65) Steam, other gas mistaken for smoke		7	1	3	2		4							17
(67) HazMat release investigation w/no HazMat					1	1								2
(70) False alarm and false call, other	3	13	18	26	21	25	6	2						114
(71) Malicious, mischievous false alarm				1										1
(73) System or detector malfunction	2	4	2	1	1	8	11							29
(74) Unintentional system/detect... operation (no fire)	2	10	16	8	4	6	8	2						56
(90) Special type of incident, other			3	1	1		1							6
(91) Citizen complaint			1											1

NULL

1

Section 9, Item c.

Total

211

409

390

395

382

449

386

12

2,634



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		9/20/2024		To: Thursday		9/26/2024	
Calls For Service	79	Felony Arrest	0	Reports Written	21	Citations Issued	31
Self-Initiated	27	Misd. Arrest	4	Comm. Policing	19	Warnings (Written/Verbal)	38/7
Traffic Stops	76	City Ordinance	10	Security Checks	235		

Chief's Weekly Summary

Friday: 9/20/24 @ 8:49 a.m. / Suspicious Person / 2024-00017525 / 1316 South Ocean Shore Boulevard: While on patrol an officer observed a white female walking through the alleyway behind the old Lazy Hours Motel. After circling the block the female disappeared. The female was located at the motel and had a cart of belongings. She advised she was staying there for a few days. The property manager was contacted and requested the female trespassed from the property. No further action was taken.

Friday: 9/20/24 @ 4:55 a.m. / Crash w/ Injuries / 2024-00017550 / 215 South Ocean Shore Boulevard: Officers responded in reference to a silver Honda Elantra VS a bicycle. It appears the male on the bicycle was eastbound crossing at the crosswalk. The Hyundai stopped at the crosswalk, then continued southbound on A1A, then continued and crashed into the bicycle that was fully in the crosswalk. FHP was notified due to the male on the bicycle was called as a trauma alert due to head trauma. The male was airlifted to Halifax Hospital. The investigation was turned over to FHP.

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
 1880 Block North Ocean Shore Boulevard from 6:58 a.m. to 7:58 a.m. (Traffic Enforcement) No violations were observed.

Friday: 9-20-24 @ 6:52 p.m. / Trespassing / #24-00017551 / 1 Henry Circle: Officers responded to a report of a female sleeping on the property, and the caller wanted her trespassed. The female was located and escorted off the property.

Friday: 9-20-24 @ 9:26 p.m. / Noise Complaint / #24-00017560 / 1112 South Oceanshore Boulevard: Officer responded to a live music report at the business. Contact was made, and there was no live music at this location. No police action was needed.

Friday: 9-20-24 @ 10:34 p.m. / Drunk Driver / #24-00017564 / 2600 Moody Boulevard: An Officer conducted a traffic stop on a motorist for speeding. The investigation resulted in the driver being taken into custody and transported to the inmate facility without incident. Additionally, a police report was completed.

Friday: 9-21-24 @ 12:48 a.m. / Disturbance Physical (DV) / #24-00017574 / 319 Moody Boulevard: Officers responded to a report of a fight in the parking lot. The investigation resulted in DV charges being generated. Additionally, a police report was completed.

Friday: 9-21-24 @ 2:08 a.m. / Disturbance Physical / #24-00017577 / 319 Moody Boulevard: Officers responded to a report of a fight in the parking lot. The investigation resulted in the victim refusing to prosecute anyone involved. The proper paperwork was completed, in addition to a police report.

Saturday: 9/21/24 @ 11:31 a.m. / Suspicious Incident / 2024-00017619 / 1400 North Ocean Shore Boulevard: Officers responded to a call of an older white male who went into the ocean swimming but had not returned after an hour and a half. The male was located a short while later on the beach at 12th Street walking back to 14th Street where his car was.

Saturday: 9/21/24 @ 12:33 p.m. / Suspicious Incident / 2024-00017621 / 252 Ocean Palm Drive: Officers responded in reference to a boat possibly in distress on the west side of the ICW. Upon arrival, the boat was seen with a male in the water pulling the boat into deeper water. FCSO marine unit responded, but upon arrival, the boat had already left the area and was heading southbound. No further action was taken.

Saturday: 9-21-24 @ 5:59 p.m. / Crash Hit and Run / #24-00017629 / 200 block South Oceanshore Boulevard: Officer responded to a report of a crash hit and run of a parked car. The owner was located and advised they did not wish to file any reports. No police action was needed.

Saturday: 9-21-24 @ 10:33 p.m. / Drunk Driver / #24-00017655 / 2600 Moody Boulevard: An Officer conducted a traffic stop on a Truck for speed. The investigation resulted in the driver being taken into custody and transported to the inmate facility without incident. Additionally, a police report was completed. See below for additional information.

Saturday: 9-21-24 @ 11:48 a.m. / Baker Act / #24-00017662 / 600 block South Oceanshore Boulevard: Officers responded to a report of a male who needed assistance. The investigation resulted in the male being taken into custody and transported to Halifax for treatment. Additionally, a police report was completed.

Sunday: 9/22/24 @ 7:07 a.m. / Residential Burglar Alarm / 2024-00017690 / 1500 Lambert Avenue: Officer responded in reference to an alarm called in by Alarm Pro. Upon arrival, the officer contacted the homeowner, who had been identified by his ID. The owner advised that he accidentally set off the alarm but put the proper code in after. No further action was taken.

Sunday: 9/22/24 @ 8:47 a.m. / Disturbance Verbal / 2024-00017693 / 2139 North Ocean Shore Boulevard: Officers responded in reference to a verbal disturbance between a male and female over the door being locked and the male not being able to access the common home. The

male, at one point, slapped a phone out of the female's hand, and the female slapped keys out of the male's hand. Both advised that nothing physical between the two of them other than the items being knocked out of each other's hands. The female advised she was going to work, and they would be separated for the rest of the day. Police report completed.

Sunday: 9/22/24 @ 12:23 p.m. / Civil / 2024-00017702 / 126 Oak Lane: Officer responded in reference to a female calling in because her neighbor's father was blocking the swale with concrete blocks. Upon arrival, the male had left the area. A few small concrete blocks were seen at the edge of the driveway in the swale. Contact was made with the male, and he was advised that he could not block the swale. The male removed the concrete blocks.

Sunday: 9/22/24 @ 3:08 p.m. / Security Check / 2024-00017710 / 111 South Daytona Avenue: Officer conducted a security check at the Compass Hotel complex and found more tagging that was near the previous tag. We are not sure if it is new or part of the previous incident. At this time an email was sent with the other pictures of the tags. The whole complex was checked with no other tags found.

Sunday 9-22-24 @ 6:34 p.m. / Animal Complaint / #24-00017724 / 1000 block South Oceanshore Boulevard: Officer responded to a report of a dog at large on the beach. The Officer had previously verbally warned the dog's owner of the leash law (9-22-24 @ 6:04 p.m.). The owner was cited for a violation, and proper paperwork was completed.

Sunday: 9-22-24 @ 11:10 p.m. / Trespassing / #24-00017740 / 2200 Moody Boulevard: While securing the park, an Officer located a subject. The Officer trespassed the subject and advised him to leave. The subject refused to go, and when the Officer attempted to take the subject into custody, he resisted. The subject was eventually taken into custody. The male was taken to Advent for an injury and then transported to the inmate facility. Additionally, a police report was completed.

Monday: 9/23/24 @ 9:17 a.m. / Narcotics / Case # 2024-00017778 / 1200 North Oceanshore Boulevard: A bale of marijuana washed up on shore. It was submitted into evidence for destruction. A case report was completed.

Monday: 9/23/24 @ 9:28 a.m. / Reckless Driver / Case # 2024-00017780 / 1600 North Oceanshore Boulevard: A motorcycle traveling south on A1A from this location that was all over the road & dragging its kickstand. A traffic stop was conducted in the 600 block of South Oceanshore Boulevard and the driver was found to be operating the motorcycle without a valid license. He was taken into custody without incident & transported to the Inmate Facility. A case report was completed.

Monday: 9/23/24 @ 12:44 p.m. / Property Found / Case # 2024-00017781 / 204 South Flagler Avenue, FBPD: A phone was found on the beach and turned into the lobby. It was submitted into evidence for safekeeping. A case report was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;

3500 South Oceanshore Boulevard, 8:15 AM - 9:00 AM, no violations observed.

2200 Moody Boulevard, 2:15 PM - 2:45 PM, no violations observed.

3500 South Oceanshore Boulevard, 3:00 PM - 3:45 PM, three (3) traffic stops, two (2) written warnings, and one (1) verbal warning.

Monday: 09/23/24 @ 9:59 p.m. / Welfare Check/ 2024-00017807 / 1778 N. Central Avenue: Officers were dispatched in reference to a welfare check on an 87-year-old male. The RP was his sister, who advised that she talks to him on the phone every day; however, today, he did not answer his phone. Contact was made with the subject, who was well. He was advised to call the RP.

Monday: 09/24/24 @ 2:48 a.m. / Security Check / 2024-00017820 / 400 Beach Village Drive (Hi Tulip Cafe): While conducting a security check on the business, the rear door was found unsecured. There were no signs of forced entry or anything suspicious located. The door was able to be secured.

Monday: Offer Luttrell, the newest member of the Police Department, began his road training phase with his first Field Training Officer, Officer Guerrero.

Tuesday: 9/24/24 @ 9:23 a.m. / Trespassing / Case # 2024-00017842 / 201 South Flagler Avenue, Beachside Laundromat: Homeless female on scene causing issues with staff. She was issued a trespass warning and left the property without incident.

Tuesday: 9/24/24 @ 9:28 a.m. / Commercial Vehicle Fire / Case # 2024-00017843 / Clubhouse Drive @ South Oceanshore Boulevard: The large drilling machine that is being used for the seawall project caught fire due to a hydraulic leak. FBPD & VCSO shut down A1A for approximately two (2) hours while the fire was extinguished by Station 11 & Station 16.

Tuesday: 9/24/24 @ 10:27 a.m. / Larceny Follow-up / Case # 2024-00017797 / 337 12th Street North: New details were provided from the homeowner & victim in this case. A supplement report was completed and the information was passed along to the investigating Officer.

Tuesday: 9/24/24 @ 10:42 a.m. / Fraud / Case # 2024-00017846 / 300 4th Street North: Two (2) stolen checks were issued to the reporting party for rent payments. The checks were stolen out of Volusia County which has already completed its investigation. A case report was completed and a charging affidavit will be completed to be sent to the State Attorney's Office for review.

Tuesday: 9/24/24 @ 12:57 p.m. / Verbal Disturbance / Case # 2024-00017848 / 159 Lantana Avenue: The reporting party heard a male & female arguing while out on a walk. She did not hear any threats being made or see any physical violence. Officers attempted contact at the residence but no one came to the door.

Tuesday: 9/24/24 @ 1:32 p.m. / Crash Hit & Run No Injury / Case # 2024-00017849 / 611 North Oceanshore Boulevard, FB Winery: from Monday evening. Two (2) vehicles were involved with no injuries and one (1) of the vehicles left the area after the crash. Officers were able to review video footage and identify the suspect vehicle utilizing our LPR system. A long-form was completed.

Tuesday: 9/24/24 @ 4:23 p.m. / Animal Bite / Case # 2024-00017852 / 401 North Oceanshore Boulevard, Sally's Ice Cream: A female was bitten on the leg by a small dog. A case report was completed and notifications were made.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 North Oceanshore Boulevard, 8:15 AM - 8:45 AM, no violations observed.

Tuesday: 09/24/24 @ 6:32 p.m. / Welfare Check/ 2024-00017855 / 2200 Moody Blvd. (Wadsworth Park): RP reported that a young female was lying on the ground and passed out. When the RP checked on the female, she woke up and began walking away. The RP asked if she needed medical assistance, which she declined. The RP wanted the police to check on her. Officers walked the area but could not locate the female. There were several people present due to a youth soccer game going on. No other people reported seeing the female in question.

Tuesday: 09/24/24 @ 9:09 p.m. / Property Damage / 2024-00017861 / 1848 S. Oceanshore Blvd. (Oceanside Grill): Officer was dispatched in reference to a vehicle that suffered damage from a parking lot curb stop. Contact was made with the driver of the vehicle, who advised that the curb stop had a piece of rebar protruding out of it. The rebar caught her bumper after pulling too far forward and damaged the vehicle. A case number was provided to the driver and the manager of the business was notified. A case report was completed.

Tuesday: 09/25/24 @ 12:20 a.m. / Business Alarm / 2024-00017866/ 105 Moody Blvd Unit E: Officers responded to a commercial burglar alarm. The building was secure, and no signs of forced entry were observed. The business owner arrived on the scene and checked inside the business. She advised that a sensor had fallen from a window, which triggered the alarm. The alarm was false, and no further action was taken.

Tuesday: 09/25/24 @ 3:05 a.m. / Unsecured Building / 2024-00017875 / 914 S. Oceanshore Blvd.: Officers were conducting a security check at a listed house watch when they observed a neighboring residence with an open garage. Officers were familiar with the homeowners (The Hagmans) and agreed that this was very unusual for them. Dispatch was able to call the homeowners and had them step outside. They advised that they must have inadvertently left the garage open and were grateful we contacted them so they could close it.

Tuesday: 09/25/24 @ 4:02 a.m. / Shoplifter / 2024-00017884 / 408 S. Oceanshore Blvd (711): Officers were dispatched to 711 in reference to an unknown suspect who filled a cup at the soda fountain and departed the business without paying for it. The suspect left the area on a bicycle heading north. Officers BOLO'd the area; however, he was not located. The clerk completed a sworn written statement and was provided a case number. The clerk advised that she has to contact the business owner in the morning to inquire if he wants to prosecute. This case will be pending further investigation. A case report was completed.

Tuesday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 block of N. Oceanshore Blvd. from 0244 hours to 0304 hours, no violations observed.

Tuesday: Deputy Chief Blanchette attended the special meeting workshop of the City Commission at City Hall from 5:30 p.m. to 8:00 p.m. regarding the possible annexation of Veranda Bay.

Wednesday: 9/25/24 @ 6:32 p.m. / Larceny / 2024-00017917 / Beachfront Motel: 1544 S. Ocean Shore Blvd.

Preliminary investigation revealed that a former motel manager allegedly stole more than \$20k in petty cash over the course of a year. When the motel owner learned of the discrepancy, he confronted the suspect. The suspect, citing a breach of contract, immediately resigned. The victim is involved in a number of civil issues against the suspect; he is represented by an attorney. His attorney suggested he contact the police regarding the aforementioned criminal aspect (the alleged larceny). Attempts have been made to contact the suspect, but her whereabouts are unknown. She presumably resides in the Daytona Beach area. A case report was generated.

Wednesday: 9/25/24 @ 11:43 a.m. / Suspicious Vehicle/ 2024-00017905 / 2500 block Palm Avenue. Police were dispatched to a suspicious vehicle that was legally parked in the 2500 block. Further investigation revealed that the registered owner was working on his new residence, located across the street from where he parked his vehicle. No crime was committed.

Wednesday: 9/25/24 @ 5:13 p.m. / Suspicious Incident / 2024-00017918 / Truist Bank: 2410 Moody Blvd. An investigation revealed that an unknown female juvenile telephoned the bank asking if it was okay for her to rob it. No other details were mentioned. The bank employee brought the matter to their security staff, who later advised the police of the aforementioned. Police made several attempts to call the suspect, which contained a local area code. The first attempt resulted in a person answering the phone but not saying anything; that person then terminated the call. The subsequent attempts resulted in busy signals. Investigative efforts were used to determine the caller's identity and location. It is suspected that a spoofing application was utilized, which is a program used to misrepresent the caller's personal information and whereabouts.

Wednesday: 9-25-24 @ 6:00 p.m. / 911 Hang-up / #24-00017919 / 2568 Block South Oceanshore Boulevard: An officer responded to a report of a 911 hang-up. The area was checked, and no emergency was located.

Wednesday: 9-25-24 @ 11:11 p.m. / Suspicious Incident / #24-00017934 / 2140 South Flagler Avenue: Officers responded to a report of a subject walking around the home. Officers checked the area with negative results.

Wednesday: 9-26-24 @ 12:02 a.m. / 911 Hang-up / #24-00017939 / 1628 South Daytona Avenue: Officers responded to a report of a 911 hang-up. Contact was made with the caller, who advised he accidentally dialed. No emergency, he said.

Wednesday: 9-26-24 @ 2:34 a.m. / Animal Bite / #24-00017942 / 408 South Oceanshore Boulevard: Officers responded to a dog bite. They contacted the RP, who stated she reached into the car, and her daughter's dog bit her hand. All needed paperwork was completed and faxed. Additionally, a police report was completed.

Thursday: 9/26/24 @ 8:08 a.m. / Ordinance Violation / 2024-00017955 / South Ocean Shore Boulevard @ 23rd Street South (On Beach): Officer responded reference to two white males on the beach making sandbags with beach sand. Upon arrival, the two males had already left the area, but a concerned citizen advised the males were on South Central Avenue and provided an address. Contact was made with the males who had about 15 sandbags in the back of a truck. The males admitted to taking the sand but did not know they were not allowed. The males returned the sand to the beach where it was taken from. No further action was taken.

Thursday: 9/26/24 @ 8:58 a.m. / Suspicious Person / 2024-00017957 / 2656 Ocean Shore Boulevard: Officers responded in reference to an elderly male who came up from the beach acting strange and appeared confused. Upon arrival, contact was made with the male who did not know where he was and was not talking. The male appeared that he was in the ocean and had cuts and scrapes. The male was turned over to Flagler County Fire Rescue and transported to Advent South for treatment.

Thursday: 9/26/24 @ 9:49 a.m. / Welfare Check / 2024-00017963 / 805 Ocean Marina Drive: Officers responded to a request to contact the caller's father, whom the caller has not been able to reach. Upon arrival, officers were attempting to make contact when a neighbor advised that the male had left in his vehicle. The caller was called back and advised.

Thursday: 9/26/24 @ 3:26 p.m. / Water Rescue / 2024-00017971 / North Ocean Shore Boulevard @ 3rd Street North (On Beach): Officers and the fire department responded to two female teens who appeared to be in trouble trying to swim, per the reporter. Upon arrival, two female teens were located in the area but were not in trouble; they were playing in the waves. No further action was required.

Thursday: Dayshift Officers conducted Operation Piggybank: Due to yesterday's Suspicious Incident at Truist Bank, Officers utilized a spare police vehicle as a ghost car and parked it in the bank parking lot. The vehicle was moved several times throughout the shift, so it appeared that an officer was at the bank.

Thursday: The Day and night Shift Officers working today underwent ballistic shield training, which Officer Schoenbrod conducted. This training consisted of learning techniques and skills to effectively use and navigate dangerous situations using cover from our newly purchased ballistic shield. All Patrol personnel will be trained in this new, potentially lifesaving equipment.

Thursday: Deputy Chief Blanchette attended tonight's abbreviated City Commission meeting. The Commission only approved budget items.

Thursday: 9-26-24 @ 6:36 p.m. / Notification-Welfare Check / #24-00017975 / 3400 Block South Oceanshore Boulevard: Officers responded to a report of several surfers going out in the ocean, and now the caller can't find them. They checked the area, and due to the ocean current, they were in the 2200 block. No police action was needed.

Thursday: 9-27-24 @ 1:28 a.m. / Assist Public / #24-00017984 / 2002 South Daytona Avenue: Officers responded to a report of a trampoline that flew away due to high winds from the storm. Officers were able to move the trampoline and secure it for the night.



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

From: Friday		9/27/2024		To: Thursday		10/3/2024	
Calls For Service	63	Felony Arrest	0	Reports Written	10	Citations Issued	16
Self-Initiated	38	Misd. Arrest	2	Comm. Policing	17	Warnings (Written/Verbal)	43/12
Traffic Stops	60	City Ordinance	6	Security Checks	265		

Chief's Weekly Summary

Friday: 9/27/24 @ 7:48 a.m. / Abandoned Vehicle / Case # 2024-00017994 / 3100 South Oceanshore Boulevard, Gamble Rogers: Vehicle left abandoned, blocking the entrance to the west side of Gamble Rogers. It was discovered the owner had been transported to the hospital the previous day by Rescue 11 after being found wandering down A1A. The vehicle was moved to the Guard Shack & family notified of where it was.

Friday: 9/27/24 @ 12:25 p.m. / Suspicious Incident / Case # 2024-00018005 / 28th Street South & A1A: Reporting party thought she had found a scuba tank floating in the water. It was a buoy that had broken loose from somewhere & was left in the water.

Friday: Officers assisted an FDOT contractor with traffic control at Moody Boulevard and Flagler Avenue for approximately one (1) hour while they ran new cables for the temporary traffic signals. .

Friday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
 2200 Moody Boulevard, 10:15 AM - 10:45 AM, no violations observed.
 3500 South Oceanshore Boulevard, 11:45 AM - 12:15 PM, no violations observed.
 400 John Anderson Highway, 3:15 PM - 3:45 PM, three (3) traffic stops & written warnings.

Friday: 09/27/24 @ 7:31 p.m. / Crash - No Injuries / 2024-00018018 / 215 S. Oceanshore Blvd: Officers responded to a minor crash. A driver's exchange form was completed and provided to the drivers involved.

Friday: 09/28/24 @ 7:32 p.m. / Alarm Commercial Burglar / 2024-00018019 / 2303 Moody Blvd (Sherwin Williams): Officers responded in reference to a business burglar alarm from the rear door motion. The business was checked and found to be secure and intact.

Friday: 09/27/24 @ 8:18 p.m. / Verbal Disturbance / 2024-00018020 / 700 S. Oceanshore Blvd. (Mobil Gas Station): Officers were dispatched in reference to a verbal disturbance over child custody. Contact was made with the RP, who was the child's mother. She was advised that the situation was a civil matter due to the marital status she and the father currently possess. The child in question was to have shared custody due to the lack of any court orders. The child was located and found to be in good health and spirits at the father's residence.

Friday: 09/27/24 @ 8:53 p.m. / Verbal Disturbance / 2024-00018021 / 105 N. Oceanshore Blvd (Rocky's Pizza): Officers responded to a verbal disturbance between the business owner and two females. Investigation revealed that the two females were sitting at an outside table in front of the business. The business owner shouted at them to move because they did not purchase any food from the business. The two females did move before LEO's arrival. No further action was taken.

Friday: 09/27/24 @ 9:58 p.m. / Warrant Service / 2024-00018024 / 608 S. Oceanshore Blvd (Tortugas): Officers attempted to locate a subject who was supposed to be working at this business tonight that has an active felony warrant. Contact was made with the manager, who advised the subject was a no-call, no-show tonight. The manager advised he will be removed from their schedule. No other information on his whereabouts was provided.

Friday: 09/28/24 @ 2:10 a.m. / Reckless Driver / 2024-00018403 / 600 Moody Blvd: Officers were dispatched in reference to a reckless driver operating a black/grey Tesla. The RP only provided information that the operator of the vehicle had been at the bar and was possibly intoxicated. There was a 10-minute time delay. The vehicle was not located.

Friday: 09/28/24 @ 2:34 a.m. / Baker Act / 2024-00018044 / 2100 S. Daytona Avenue: Officers responded in reference to a female texting her boyfriend (RP) that she did not want to live anymore. Contact was made with the RP, and the text messages were collected and uploaded in Evidence.com. After viewing the text messages, it was determined that the female met the Baker Act criteria. Contact was made with the female at her residence, and she was placed in protective custody. The female was transported to Halifax without incident.

Friday: Nightshift Officers conducted proactive traffic enforcement at the following locations and times; 1800 block of N. Oceanshore Blvd. from 0351 hours to 0433 hours, no violations observed.

Friday: Nightshift Officers conducted proactive training on:

Can a vehicle be stopped based on an outstanding warrant attached to the registered owner of the vehicle?

Saturday: 9/28/24 @ 9:32 a.m. / Civil / Case # 2024-00018069 / 520 South Daytona Avenue Lot # 50: Argument between husband & wife who are separated over ongoing child custody issues. No threats or physical action was taken & the parties were separated.

Saturday: 9/28/24 @ 10:58 a.m. / Fire Alarm / Case # 2024-00018074 / 204 South Flagler Avenue, FBPD: Unknown issue with the fire alarm. Station 11 responded and was able to reset the alarm. The alarm went off two (2) separate times.

Saturday: 9/28/24 @ 11:50 a.m. / Welfare Check / Case # 2024-00018078 / 19 Ashbury Lane: Request from FCSO to assist with bolo'ing for an elderly male driving around who has dementia. He was located on John Anderson Highway in Volusia County. No action was taken by FBPD.

Saturday: 9/28/24 @ 3:08 p.m. / Residential Alarm / Case # 2024-00018083 / 2282 South Oceanshore Boulevard: There was an entry/exit alarm from the residence. No one was on the scene, and all the windows and doors were secure.

Saturday: 9/28/24 Officers responded to one (1) geo-locate 911 hang-up and was unable to locate anyone in distress.

Saturday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 400 John Anderson Highway, 11:00 AM - 11:30 AM, no violations observed.

Saturday: Dayshift Officers conducted proactive training on: "Critical Incident Breakdown: Can the use of body weight ever be considered deadly force?" Officers watched a video on the topic & held a discussion afterward.

Saturday: Dayshift Officers attended the Flagler Women's Club Pancake Breakfast from 9:00 AM - 9:30 AM.

Saturday: 09/28/24 @ 5:12 p.m. / Suspicious Incident / 2024-00018086/ 1224 S. Oceanshore Blvd (Topaz): Officers responded to a possible suicidal subject who was staying at the Topaz. The RP advised that the subject told him verbally over the phone that she didn't want to live anymore. Investigation revealed that she did not meet BA criteria. The subject requested a report be completed in reference to her prescription medication (Adderall) going "missing."

Saturday: 9/28/24 Nightshift Officers responded to (2) 911 hangups that were not emergencies.

Sunday: 9/28/24 Dayshift Officers responded to two (2) 911 hang-ups that were accidental & the callers were okay.

Sunday: 9/28/24 Dayshift Officers checked out with two (2) people who were walking on the new dunes.

Sunday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 400 John Anderson Highway, 11:45 AM - 12:15 PM, one (1) traffic stop & written warning.

Sunday: 09/29/24 @ 8:33 p.m.. / Juvenile Incident / 2024-00018153/ 323 N. 2nd Street: Officers responded to a report of unsupervised 12 & 13 yr. old female juveniles attempting to solicit rides from random individuals to an unknown destination in Bunnell where neither child lived.

Officers made contact with both juveniles and contacted their parents. One juvenile became irate and was acting erratic towards Of juvenile had to be detained in handcuffs for her safety. One juvenile parent came to the scene and collected her child. The juvenile that was detained was transported to the police department until her mother arrived. The juvenile was released to her mother. DCF was notified of the incident, and a case report was completed.

Sunday: 09/29/24 @ 9:12 p.m. / Assist other Agency / 2024-00018160 / 400 Beach Village Drive: Officers were dispatched in reference to a past occurred domestic disturbance. Investigation revealed that the incident originally occurred at 101 Palm Harbor Pkwy. #304B, and no crime happened in Flager Beach. FCSO was contacted and responded. Once on scene, FCSO was briefed and took over the criminal investigation.

Monday: 9/30/24 @ 7:08 a.m. / Welfare Check / 2024-00018180 / 408 South Ocean Shore Boulevard: Officer responded to a call that there was an intoxicated male at the beach that may be suicidal and has PTSD. The caller was his wife, who was out of town and worried about her husband. Contact was made with the male who was not intoxicated and did not meet BA criteria. Contact was made with the wife and she was advised of the male's condition. No further action was taken.

Monday: 9/30/24 @ 11:35 a.m. / Assist Other Agency / 2024-00018191 / South Ocean Shore Boulevard @ County Line: Officers responded in reference to FWC requesting assistance setting a perimeter around the wooded area. FWC was Looking for two black males that ran from them in the woods. FWC had felony charges on the males for berry picking. Officers maintained the perimeter for about an hour before FWC stopped locking for the males.

Monday: Deputy Chief Blanchette attended the first Hazmat Tabletop Exercise Planning Team Meeting at the Flagler County Emergency Operation Center from 3 p.m. to 4:15 p.m. This is the early planning stage of a full-scale tabletop hazmat incident, encompassing many Flagler County First Responder disciplines, including the Flagler Beach Police and Fire Departments. The tabletop is scheduled for December 9, 2024, from 8 a.m. to 12 p.m. at a location yet to be determined.

Monday: 9/30/24 @ 9:09 p.m. / Alarm Business / #24-00018213 / 105 North Oceanshore Boulevard: Officers responded to a report of an alarm sounding. Contact was made with staff, and the alarm was set off while working on it. No police action was needed.

Monday: 9/30/24 @ 11:07 p.m. / Trespassing / #24-00018221 / 800 South Daytona Avenue: While closing restrooms, an Officer located a male in the park after hours. The male was also contacted prior at this park and was aware of the hours. The subject was given a trespass warning for the park. He left the area without incident.

Tuesday: 10/01/24 @ 9:10 a.m. / Solicitor / 2024-00018271 / 1743 South Flagler Avenue: Officer responded reference to a white male going door to door offering tree service. The reporter was upset because she has a no trespassing sign in her yard and the male ignored it. The area was bolo'ed for the subject but was unable to locate.

Tuesday: 10/01/24 @ 9:35 a.m. / Disturbance Verbal (Delayed) / 2024-00018272 / 2200 Moody Boulevard: Officer made contact at department with the president of the youth soccer league. She advised that on Saturday, 9/28/24, at the end of the games, several parents of players got in a verbal argument with one of the referees. She requested that officers make a presence at the games on Saturdays. The games run from 7:30 a.m. to 1:30 p.m. She was advised calls permitting an officer will drive through the area.

Tuesday: Deputy Chief Blanchette and Dorothy Ramirez attended "Purchasing 101 End User Training" at City Hall from 10 a.m. to 11 a.m.

Tuesday: 10/01/24 @ 12:53 p.m. / Abandon Vehicle / 2024-00018279 / 2201 North Ocean Shore Boulevard: Officer responded reference to a silver Kia van parked at the rear of the business. Upon contact with the owner, he advised that he obtained permission to park there until he could fix the van.

Tuesday: 10-1-24 @ 4:47 p.m. / Notification-Welfare Check / #24-00018287 / 159 Lantana Avenue: Officers responded for a welfare check due to ongoing issues at the home. They could not locate anyone at the house and were advised they left in a red car. Later this date (9:34 p.m.), Officers responded due to a report that the subjects were home. The investigation resulted in a positive ending, in addition to completing a police report.

Tuesday: 10-1-24 @ 8:05 p.m. / Baker Act / #24-00018296 / 200 block South Oceanshore Boulevard: Officers responded to a report of a female who needed assistance. The investigation resulted in the female being taken into custody and transported to Halifax for treatment. Additionally, a police report was completed.

Wednesday: 10/2/24 @ 9:46 a.m. / Suspicious Incident / Case # 2024-00018343 / 2100 South Daytona Avenue: Reporting party observed a homeless male in the backyard of his neighbor's residence. The male had been hired by a tree company & the owners to clean up storm debris. The male was allowed to continue working.

Wednesday: 10/2/24 @ 10:44 a.m. / Crash Hit & Run No Injury / Case # 2024-00018346 / 284 Interstate 95 NB: Two (2) vehicle crash with one (1) of the vehicles fleeing east on State Road 100. Officers were able to locate the vehicle at John Anderson Highway and conduct a traffic stop. Officers stood by with the vehicle & driver until FCSO units arrived & completed their investigation.

Wednesday: 10/2/24 @ 2:29 a.m. / Suspicious Incident / Case # 2024-00018353 / 1609 South Flagler Avenue: Female came into the lobby to report suspicious activity that occurred yesterday afternoon. She was given advice and an email was sent out regarding the incident.

Wednesday: 10/2/24 @ 3:18 p.m. / Warrant Service / Case # 2024-00018355 / 1500 Block South Daytona Avenue: Traffic stop conducted on a vehicle by an FCSO Pace Unit for a passenger in the vehicle having multiple active warrants. The male, Derrick Hensley, was taken into custody without incident and transported to FCIF by FBPD. Once at the jail, the male was turned over to the arresting Deputy.

Wednesday: 10/2/24 @ 3:45 p.m. / Medical / Case # 2024-00018356 / Moody Boulevard @ Colbert Lane: Older male in a taxi started and passed out in the back of the taxi while driving. He had just been released from the hospital and was transported back by Rescue 11 due to heart attack complications.

Wednesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
400 John Anderson Highway, 10:45 a.m. - 11:15 a.m., no violations observed.
3500 South Oceanshore Boulevard, 2:00 p.m. - 2:30 p.m., no violations observed.

Wednesday: 10/02/24 @ 7:58 p.m. / LPR Hit / 2024-00018358/ 1800 block of S. Central Avenue: Officers were alerted to an LPR hit for a Focus subject that had a Flagler County warrant: /2019 GRY DODGE RAM 1500 / RO IS WANTED PERSON / ROBERT DEEN COWART JR DOB 04 24 1983 / ORDER TO SHOW CAUSE REF MARCHMAN ACT NO BOND EXTRADITE FL ONLY FCSO WARRANT. The vehicle hit the eastbound John Anderson/100 LPR. Officer Luttrell located the vehicle leaving the Mobil on S. Oceanshore Blvd. Officer Luttrell followed the vehicle until another unit got closer. A traffic stop was conducted on the vehicle, and the suspect with the warrant was located as the passenger. The suspect was arrested without incident and transported to the FCIF. Case report completed.

Wednesday: 10/02/24 @ 11:45 p.m. / Unsecured Building / 2024-00018367 / 316 S. Oceanshore Blvd: While patrolling the downtown area on foot checking businesses, Officers found an unsecured door to the Win Mortgage office building. Officers cleared the building and contacted the business owner because they found high-end recording and camera equipment within. The owner later arrived to secure the building and was grateful we contacted him.

Thursday: 10/3/24 @ 11:07 a.m. / Suicide Threat Only / Case # 2024-00018412 / 1020 North Daytona Avenue: Reporting party requested Officers speak with her husband after he made a comment two (2) days ago of wanting to harm himself while he was drunk. Officers spoke with the male & he did not meet Baker Act Criteria.

Thursday: 10/3/24 @ 2:23 p.m. / Physical Disturbance / Case # 2024-00018417 / 1613 North Daytona Avenue: Argument between neighbors over tree trimming. During the argument, one neighbor pushed the other off of a ladder, causing him to fall. The male was taken into custody without incident & transported to the Inmate Facility. See arrest details below. A case report was completed.

Thursday: 10/3/24 @ 3:15 p.m. / Disabled Vehicle / Case # 2024-00018419 / 1400 Block South Oceanshore Boulevard: Dump truck broke down in the northbound lane of A1A. Northbound traffic was diverted off of A1A for two (2) hours while the truck was removed.

Thursday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times;
3500 South Oceanshore Boulevard, 8:00 a.m. - 9:00 a.m., four (4) traffic stops & written warnings.



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		10/4/2024		To: Thursday		10/10/2024	
Calls For Service	62	Felony Arrest	2	Reports Written	16	Citations Issued	15
Self-Initiated	38	Misd. Arrest	1	Comm. Policing	8	Warnings (Written/Verbal)	23/8
Traffic Stops	37	City Ordinance	1	Security Checks	254		

Chief's Weekly Summary

Friday: 10/04/24 @ 12:25 p.m. / Lost Property / 2024-00018459/ 421 10th St. N.: Elderly woman lost one of her hearing aids. The officer found it for her. Case notes only.

Friday: 10/04/24 @ 10:31 a.m. / Suspicious Vehicle / 2024-00018456 / 100 Lambert Ave: Vehicle was parked at the end of the street for a week. The officer made contact with the owner, and they advised that they would move it. A written warning was issued.

Friday: 10/04/24 @ 10:43 a.m. / 911 Investigation / 2024-00018458/ 915 N. Central Ave: Church function had just ended. No emergency was found. Case notes only.

Friday: 10/04/24 @ 11:24 a.m. / Suspicious Person / 2024-00018457 / 214 Moody Ave: Subject who stole items on 07/31/24 entered the store. (Case #2024-0000840). When the owner told him to sit down, he ran from the store. The subject was found later in the shift and identified. He was found to have several non-extraditable felony warrants out of Pennsylvania. A complaint affidavit for felony theft will be completed in reference to the theft on 07/31/24.

Friday: 10/04/24 @ 3:43 a.m. / Suspicious Person / 3100 S. Ocean Shore Blvd (Gamble Rogers Park): Officers had contacted this subject earlier in the shift in the north end of the city. He is a self-proclaimed meth user. He has several non-extraditable felony warrants out of Georgia. A municipal Ordinance citation was issued for sleeping in the park.

Friday: 10/04/24 @ 4:20 a.m. / Verbal Disturbance / 2036 and 2038 S. Ocean Shore Blvd. Three couples that all lived in separate units within the same building were arguing. Case notes only.

Friday: Dayshift Officers conducted a bait bike operation for approximately an hour. One transient was very interested in the bike; however, he resisted the temptation to take it. The same subject was issued the ordinance citation for sleeping in the park.

Friday: 10-4-24 @ 5:37 p.m. / Assist Public / #24-00018464 / 2542 Lakeshore Drive: The owner requested an officer call them because they had questions about the city golf cart rules. The officer was able to assist the owner with their questions.

Friday: 10-4-24 @ 8:05 p.m. / Road Obstruction / #24-00018471 / 2700 block South Oceanshore Boulevard: An officer responded to a report of a mattress in the road causing road blockage. The officer responded by removing the debris and clearing the roadway.

Friday: 10-5-24 @ 12:07 a.m. / Trespassing / #24-00018482 / 408 South Oceanshore Boulevard: Officers responded to a report of a female trespassing on the property. They located the female and issued her a trespass warning; she left without incident.

Saturday: 10/05/24 @ 6:04 a.m. / Attempted Felony Murder / 2024-00018526 / 100 blk of Moody Boulevard: Dispatched to an injured male lying in the road. While responding, dispatch advised that the male stated that he had been shot. After investigation, it was determined that a male was shot in the arm in the 300 blk of N. Ocean Shore at approximately 1:30 am. No one, including the victim, reported the shooting. The victim is in stable condition. Acting Chief Blanchette was notified and responded to the scene. LEO's from FBPD and FCSO also responded and assisted with the crime scene that spanned several blocks. This investigation is still active and ongoing.

Saturday: 10/05/24 @ 10:28 a.m. / Reckless Driving / John Anderson and Moody Boulevard: Caller complained about several bicyclists riding recklessly. Unfounded.

Saturday: 10/05/24 @ 2:08 p.m. / 911 Investigation / 2024-00018529 / 414 Village Beach Drive: Caller accidentally pocket dialed 911. Unfounded.

Saturday: 10/05/24 @ 4:30 p.m. / Fraud / 2024-00018532 / 609 Cumberland Drive: Officer responded in reference to a fraud. It was discovered that there was not enough information to determine if a fraud actually occurred. The complainant is going to do more research, and if it is determined to be a fraud, she will call FBPD back.

Saturday: 10-5-24 @ 11:40 p.m. / Disturbance Verbal / #24-00018551 / 319 Moody Boulevard: Officers responded to a report of a verbal incident in which one subject damaged the taillights of a car. The caller wanted the subject to pay his bill and trespassed from the property. The male paid and left the area without incident.

Sunday: 10-6-24 @ 12:52 a.m. / Alarm Business / #24-00018553 / 215 South Oceanshore Boulevard: Officers responded to a reported business alarm. Upon checking inside the business, the rear door was found unsecured. The interior was checked with negative results, and a key holder could not be located.

Sunday: 10-6-24 @ 2:13 a.m. / Domestic Disturbance / #24-00018557 / 151 Lantana Avenue: Officers responded to a disturbance report. Investigation resulted in a female being taken into custody and transported to the inmate facility without incident. See below for additional information. A police report was completed.

Sunday: 10/06/24 @ 11:53 a.m. / Crash No Injuries / 2024-00018595 / 900 Block North Ocean Shore Boulevard: Officer responded in reference to a crash between a Silver Honda Accord and a blue Ford F-150. The Accord rear-ended the F-150 while both vehicles were traveling northbound. No damage to the F-150 and minor damage to the Accord. Driver's exchange completed.

Sunday: 10/06/24 @ 1:20 p.m. / Civil / 2024-00018596 / 151 Lantana Avenue: Officer responded in reference to the caller wishing for a standby to ensure the peace. The caller advised she had a "no-contact" order against her and needed to gather some belongings. The officer conducted the standby with no further incident.

Sunday: 10/06/24 @ 1:47 p.m. / Disabled Vehicle / 2024-00018598 / 600 Moody Boulevard: Officer responded in reference to a white Acura RDX broken down on the bridge in the bike lane. Upon officers' arrival, the owner was not on scene. Dispatch was advised to have a rotation wrecker enroute for the vehicle, and John's Towing responded. Contact was made with the owner, who had John's towing take the vehicle to Mavis to be worked. A Police report was completed.

Sunday: 10/06/24 @ 1:53 p.m. / Follow-up / 2024-00018526 / 401 & 500 North Ocean Shore Boulevard: Officer conducted a follow-up reference to the shooting case. The officer made contact with Sally's Icecream and the Golden Lion reference to possible camera footage of the incident and or suspects. Sally's is going to email footage and the Golden Lion, the owner will not be at work till 10/7/24. When video is obtained, a supplemental report will be completed.

Sunday: 10/06/24 @ 2:51 p.m. / Welfare Check / 2024-00018600 / 611 North Ocean Shore Boulevard: Officers responded reference to a male that bought two bottles of wine and advised the staff that he was going to chug the wine and go swimming. Officers made contact with the male on the beach who made no statements or signs of wanting to harm himself. The male advised he was from Alaska and was enjoying the warm water. No further action taken at this time.

Sunday: 10/06/24 @ 6:06 a.m. / Suspicious Incident / 2024-00018606 / 215 South Ocean Shore Blvd: Officers were dispatched due to a manager reviewing cameras from 10/05/2024 and saw two white male juveniles behind the bar. It appears the kids were looking around the back patio. One of the males pulled on the door of the funky pelican, causing the alarm to go off and the two juveniles to run off.

Sunday: 10/06/24 @ 10:01 a.m. / Disturbance Verbal / 2024-00018609 / 2038 South Ocean Shore Blvd Unit B: Officers were dispatched due to a verbal disturbance between a husband and wife. It was determined that nothing physical had occurred, and no crime was committed.

Monday: 10/7/24 @ 3:19 p.m. / Crash No Injury / Case # 2024-00018645 / 2301 Moody Boulevard, CVS Pharmacy: Two (2) vehicles involved with minor damage & no injuries. Both vehicles were removed from the scene by the drivers. A driver exchange was completed.

Monday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 400 John Anderson Highway, 9:15 AM - 9:45 a.m., no violations observed.

Monday: Officers responded to two (2) 911 hang-ups that were accidental & the people were okay.

Monday: Briefing Training: Officers completed a course in the Briefing Room titled "Can Officers use high-risk traffic stop tactics on the occupants of a stolen vehicle?" They watched a video on the topic and then discussed it.

Monday: 10/07/24 @ 8:00 p.m. / Agency Assist / 2024-00018650/ 312 Moody Blvd.: Officers were dispatched to assist FCSO in locating a battery suspect from an incident that occurred in the County. The suspect was supposed to be at the Dollar General on Moody Blvd. The suspect was located by FBPD and detained. FCSO arrived on scene and took the suspect in custody in reference to their charges.

Monday: 10/07/24 @ 9:00 p.m. / Suspicious Vehicle / 2024-00018652 / 815 Moody Lane: Officers were dispatched to Betty Steflik Park in reference to a suspicious vehicle that parked near the dumpster. The RP advised the operator of the vehicle opened the trunk and removed something and put it in the dumpster. There was a 30-minute time delay before the RP called to report the incident. The vehicle was gone upon Officers arrival, and nothing suspicious was located in the dumpster.

Monday: 10/07/24 @ 10:49 p.m. / Agency Assist / 2024-00018655/ Flagler Beach Bridge: Officers were dispatched to assist FCSO locate a vehicle with a subject who advised his friend that he was going to drive off the Flagler Beach Bridge. As units stood by in the area of the bridge, FCSO located the vehicle at Wawa. No further assistance was needed.

Tuesday: 10/8/24 @ 7:11 a.m. / Suspicious Incident / Case # 2024-00018679 / 800 Block South Oceanshore Boulevard: Vehicle found running with the doors unlocked and parked on the dunes. Officers were unable to locate the driver. The vehicle was towed, and a case report was completed.

Tuesday: 10/8/24 @ 11:25 p.m. / Suspicious Incident / Case # 2024-00018687 / 1778 North Central Avenue: DCF investigator called in wanting to report an incident between an elderly male under their care & his tenants. A case report was completed.

Tuesday: Dayshift Officers conducted proactive traffic enforcement at the following locations and times; 200 Roberts Road, 11:00 AM - 11:30 AM, no violations observed.

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

Tuesday: 10/08/24 @ 6:42 p.m. / LPR Hit/ 2024-00018698/ SR. 100 and N. Oceanshore Blvd.: Officers were dispatched in reference to an LPR hit for a wanted subject traveling north on N. Oceanshore Blvd. While BOLO'ing the area, a FCSO unit located the vehicle parking along the

2500 block of N. Oceanshore Blvd. in Beverly Beach. The FCSO unit advised the subject exited the vehicle and was walking towards the FBPD units arrived on the scene and assisted the FCSO unit in locating the subject walking north on the beach. The FCSO unit took the subject into custody without incident.

Tuesday: 10/08/24 @ 8:06 p.m. / Narcotics / 2024-00018700 / 100 2nd Street: A traffic stop was conducted on a vehicle with only one functioning headlight and traveling in the wrong direction on a one-way street. The driver abruptly exited the vehicle during the initial stop and had to be ordered back in. A strong odor of marijuana was emitting from the vehicle. The driver advised he did not possess a medical marijuana card, and when asked if he had anything illegal in the vehicle, he pulled out a small bag of marijuana. At that point, the driver and passenger were asked to exit the vehicle, and a search of the vehicle was conducted. The search yielded a glass pipe and two small baggies of a white powdery substance that tested positive for cocaine. The driver was arrested for possession of cocaine and drug paraphernalia. He was transported to FCIF without incident.

Wednesday: 10/09/24 @ 12:43 p.m. / Security Check / 2024-00018742 / 915 South Daytona Avenue: Officers responded reference to a alarm that went off at the church but the key holder canceled the alarm call thinking someone from the church was there. They found out no one at the church and requested a security check. The church was secure and nothing appeared out of place. Voice message left for the caller advising the same.

Wednesday: 10/09/24 @ 4:30 p.m. / Suspicious Incident / 2024-00018754 / 311 North Ocean Shore Boulevard: Officers responded reference to a male that approached the reporting person who owns the business asking about a Air B and B. The male was advised no rooms available but the male has been in the parking lot for three hours. Contact made with male who was looking for a place to stay and he was advised there was nothing on beach side. The male then left the area.

Wednesday: 10/9/24 @ 6:52 p.m. / 911 Hang-up / #24-00018757 / 1700 Block South Oceanshore Boulevard: Officers responded to a report of an open line 9111. Contact was made with phone owner who advised everything was ok and call was accidental.

Wednesday: 10/9/24 @ 9:07 p.m. / Trespass / #24-00018783 / 2136 South Daytona Avenue: Officers responded to a report of a male who refused to leave the caller's property. Upon contact the male left the area without incident.

Wednesday: All of Patrol was recalled beginning at 6 a.m. for dayshift and 4 p.m. for nightshift in preparation for Hurricane Milton. Staffing on the road was doubled, and hurricane-related assignments began.

Thursday: 10/10/24 @ 3:28 p.m. / Larceny / 2024-00018830 / 20th Street North @ North Central Avenue: Officer responded to the theft of a street sign that fell during Hurricane Milton. The caller advised that juveniles in a black Subaru picked up the street sign off the right-of-way and left the area with it. The police report has been completed.

Thursday: 10/10/24 @ 1:55 p.m. / Disturbance Domestic / 2024-00018822 / 2001 Palm Drive Unit E102: Officers responded in reference to a husband and wife physically fighting. Upon arrival, an investigation was conducted, and the female half was ultimately arrested. Police report completed.

Thursday: Officers responded to several alarm calls, both commercial and residential, due to the weather. All the buildings were checked and appeared secure. Officers also handled numerous Assist Public calls in reference to the storm (Damage, flooding, power, ETC.) questions throughout the shift. Officers conducted patrol, security, and damage evaluation after Hurricane Milton passed through the city.

Thursday: 10/10/24 @ 6:41 p.m. / Assist Public / #24-00018836 / 315 7th Street South: An officer responded to a report of a male requesting help getting to a shelter. The Officer gave the male a ride to an open shelter in Palm Coast.

Thursday: 10-10-24 @ 8:14 p.m. / Disturbance Physical / #24-00018840 / 209 6th St South: Officers responded to a report of juveniles threatening to fight the caller. Officers arrived, and the investigation resulted in charges being forwarded and a police report completed.

Thursday: The Hurricane Milton staffing mandate was suspended as of 6 p.m. Officers were allowed to return home to their families; however, increased staffing was assigned through Saturday, October 12th, day shift.



City of Flagler Beach

Water Treatment Plant



To: Dale Martin, City Manager
From: Jim Ramer, Water Plant Superintendent
Subject: Monthly Report for September 2024

October 1, 2024

In September, we produced 16,808,000 gallons of drinking water. Average 542,194 gallons. This amount was 1,806,000 gallons less than the amount we treated in August. The rainfall for September was 17.33 inches. We used 16,200 Gallons at the plant and used 11,200 Gallons for irrigation. The fire department used 15,000 gallons. Flushed the North End of town due to low chlorine residual. We used 830,500 gallons. We flushed Lakeshore Dr. due to low chlorine residual. We used 6,784 gallons.

We have routine duties that we perform every day on each of our shifts. We collect samples every hour to make sure we keep the chemistry of the drinking water within the parameters for Florida Department of Environmental Protection Agency. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We collect monthly samples from all 6 Wells for statics and drawdowns. We collect quarterly samples from all 6 Wells for St. Johns River Water Management. We keep daily records for our monthly reports that are required to be turned in to the Florida Department of Environmental Protection Agency. We also do quarterly reports for Florida Department of Environmental Protection Agency on disinfection byproducts. We have the midnight shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests. We clean both de-gasifiers every two weeks.

DEP requires us to take five bacteriological samples from the distribution system monthly, according to our population. All samples passed on September 8th.

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

We collected our monthly Bacteriological tests.

We submitted our monthly report to the Florida Department of Environmental Protection Agency.

Gospel Gardens is working on plant landscaping.

We collected our monthly Well samples, drawdowns, and statics. While collecting our monthly Well samples. We collected our monthly Well, Samples, Statics and Drawdowns. We collecting our monthly meter readings.

Staff has been cleaning pre-filters all week. We determine the clay is coming from the Enclave project. The staff changed the prefilters on all four trains. We are constantly cleaning the filters because of a clay like substance is clogging them.

Staff cleaned both Degasifiers throughout the month.

We had a meeting with the Enclave contractors, after having a meeting on-site they still hit our Raw Water Main in the Wellfield on Monday the 9th of September. We had to flush the raw water main at the plant using **158,000** gallons. Plant staff ended up having to flush the plant clearwell on the ground using **245,639** due to high chlorine residual. I think our Raw Water is back to normal and hopefully no more cleaning pre-filter for a while.

Staff cleaned Mildew off the south side fence and raw water line on plant grounds. Staff cleaned bollards and pipes on chemical tanks.

Staff sprayed weeds on plant grounds.

The department cleaned up debris after the storm.

We lost Well 12R to FPL power problem on there side. FPL was notified of the problem.

