



City Commission Regular Meeting Agenda

Thursday, September 25, 2025 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. Presentation of proceeds from the Flagler Strong fundraiser benefiting the Flagler Beach Police Department (Ms. Tracy Callahan-Hennessey).
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 Special and Regular Meeting Minutes of September 11, 2025.
 - b. Approve the City Comprehensive Insurance Renewal for FY 2025/2026.
7. **General Business**
 - a. Discussion 30% Design of the Beachwalk Project - Gabe Perdomo, Moffatt & Nichol.
 - b. Resolution 2025-74. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award construction services to Sparks Concrete LLC, for the Street Paving projects throughout the City; approving a project budget in the amount of \$142,865.00; providing for funding, implementation, conflict, and an effective date.
 - c. Resolution 2025-73. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending the Personnel Policy; providing for conflict and an effective date.
8. **Public Hearings**
 - a. Ordinance 2025-13. An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances related to the safe interaction of people fishing, people swimming, and people walking on the beach; providing for designation of areas of the beach within which surfcasting or other forms of fishing from the shoreline are prohibited; providing for severability; and providing an effective date. ***This item was advertised but will not be discussed per direction to Staff at the September 11, 2025, meeting.***
 - b. Ordinance 2025-14. An Ordinance of the City of Flagler Beach, Florida, amending Chapter 6, Beaches and Recreation, Section 6-41, "Use Charges," Chapter 5, Animals, deleting Section 5-6 "Requirements for Registering/Licensing of Animals", amending Section 5-19, "Fees", amending Chapter 3, Alcoholic

Beverages, Section 3-19 "Permit for Nonprofit Organization; Application; Approval," amending Chapter 16, Sales, Article II, Canvassers and Solicitors, Section 16-18, "Application; Fee," Section 16-19, "Investigation of Issuance," deleting Section 16-20, "Surety Bond," amending Section 16-24, "Inapplicability of Sections 16-18 through 16-20 to Designated Persons," amending Chapter 19 Traffic and Motor Vehicles, Section 19-55 "Enforcement" and amending Chapter 22, Watercraft and Waterways; Article II, Bulkheads; Division 3, Intracoastal Waterway, Section 22-52 "Building Permit, Fee," of the Code of Ordinances; amending sections of the code that are no longer applicable; providing for conflicts; providing for severability; and providing for an effective date (Second [Final] Reading).

- c. Ordinance 2025-15. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the City Charter Sections 7.05(b) Runoff and 7.02(a) Qualifying; modifying the runoff election date and qualifying period for the 2026 General Municipal Election and in each subsequent year except for those years that are multiples of four (4) to a period that is in harmony with the Statutory Vote-By-Mail requirements imposed on the Supervisor of Elections; providing for severability; providing for conflicts; providing for codification; and providing an effective date (Second [Final] Reading).
- d. Resolution 2025-80. A Resolution by the City Commission of the City of Flagler Beach, Florida, designating the dates of the Qualifying Period for the 2026 Municipal Election; providing for conflict and an effective date.
- e. Ordinance 2025-19. An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for severability, conflict, and an effective date (First Reading).
- f. Ordinance 2025-20. An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date. (First Reading)

9. Staff Reports

- a. City Attorney
- b. City Manager

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.



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission

From:

Meeting Date: September 25, 2025

Item Name: Presentation of proceeds from the Flagler Strong fundraiser benefiting the Flagler Beach Police Department (Ms. Tracy Callahan-Hennessey).

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:
None



City Commission Special Meeting Minutes

Thursday, September 11, 2025 at 5:30 PM

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



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

1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders,** Mayor King led the Pledge.
3. **General Business**
 - a. Resolution 2025-75. A Resolution by the City Commission of the City of Flagler Beach, Florida, levying the Ad Valorem Property Tax Millage Rate for the municipal purposes on all taxable property within the City for the fiscal year beginning October 1, 2025, and ending September 30, 2026, stating the Millage to be levied is 5.4500 in Flagler County and 5.4500 is the rate to be levied for Volusia County; and providing an effective date. Attorney Smith read the title of the Resolution into the record. Dale Martin, City Manager, said this represented the same millage rate and budget that the Commission approved during their budget workshops.

Commissioner Belhumeur said he was not pleased with the process this year and felt we should identify the minimum expenses needed and then set the millage rate. Discussion ensued between the Commission and staff regarding staffing, construction, overtime, the capital budget, and other expenses included within the meeting materials. Commissioner Belhumeur requested that the Commission receive updated pages in their budget books.

Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comment. Commissioner Cooley moved to approve Resolution 2025-75 setting the millage rate at 5.4500. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.
 - b. Resolution 2025-76. A Resolution by the City Commission of the City of Flagler Beach, Florida, adopting Budgets for the General Fund, Utility Fund, Sanitation Fund, Stormwater Fund, CRA Fund, Pier Enterprise Fund, and Building Code Inspection Fund for the Fiscal Year 2025-26 fixing appropriations therein; proposing expenditures thereunder; and determining the amount of money to be raised by taxation and providing and effective date hereof. Attorney Smith read the title of the Resolution into the record.

Commissioner Belhumeur inquired about need for a Utility Engineer and reviewed information regarding salaries in the Engineering budget. Mr. Martin clarified the salaries stated were fully loaded and included all benefits. Mr. Cooley said the salary noted was at the top of the range.

Mr. Cooley said there was a need for proper oversight of water, wastewater, reuse, and lift stations. Commissioner Spradley said he heard regularly about the need to get work done on the City's utilities and had confidence in City staff's recommendation to bring on a Utility Engineer. Commissioner Cooley asked who would handle stormwater. Bill Freeman, City Engineer, said he would be working on stormwater and confirmed services currently provided by outside consultants would be brought in-house. Commissioner Belhumeur expressed concern about the South Central Water Main project and stated it was not included in the 2023-2024 Capital Budget. He said the project should be postponed for a year and we should focus

on planning and design. Mr. Martin stated the money would stay in the water fund and staff could bring back a plan for the Commission's consideration. He asked if the Commission would consider leaving \$500,000 in the Capital Budget for planning and small-scale projects. Commissioner Belhumeur agreed. Commissioner Cunningham said they needed to focus on the existing infrastructure before doing anything new and there needed to be a stormwater plan. Mr. Martin said before the next reading, staff would adjust the Capital Budget from \$1,500,000 to \$500,000 and the line item would be appropriately labeled, and it will not be specifically identified as South Central Water Main. Chairman Sherman opened public comment. No comments were received. Chairman Sherman closed public comment.

Commissioner Belhumeur moved to approve Ordinance 2025-76 as amended. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

4. **Adjournment.** Chairman Sherman requested a motion to adjourn the meeting. Commissioner Cooley moved to adjourn the meeting at 5:53 p.m.

James Sherman, Chairman

Attest:

Colleen Kuhn, Deputy City Clerk



City Commission Regular Meeting Minutes

Thursday, September 11, 2025 at 5:30 PM

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



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

1. **Call the meeting to order.** Chairman Sherman called the meeting to order at 5:53.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders,** Mayor King led the Pledge.

3. Proclamations and Awards

4. Deletions and changes to the agenda

Commissioner Cooley suggested removing Agenda Item 8.d., Ordinance 2025-17, dealing with signage since the City was forming the Community Redevelopment Area (CRA) Advisory Board. He suggested the CRA Advisory Board review the Ordinance and provide input to the Commission before taking any action. There was consensus by the Commission to table Item 8.d.

Penny Overstreet, City Clerk said Item 8.a. was removed from the Agenda at the request of the Applicant.

5. Public comments regarding items not on the agenda

Citizens are encouraged to speak. However, comments should be limited to three minutes. Adam Lang spoke about the citizen's petition for signatures as it applies to Ordinance 2025-13 prohibiting shoreline fishing in designated zones. Roy Matson, Mike Vikers, Denny Carter, Greg Coochersky, Joyce Belack, and Pat Lorieni spoke about Ordinance 2025-13 and asked to provide input before the Commission acted. Ryan Jones shared comments about the Golf Course and said the neighborhood would like input on the sale of the golf course. He shared his concern about comments made during the August 28, 2025, meeting and asked the Commission if they believed the golf course would be profitable and sustainable. He also asked if they believed it prudent to sell an asset that could have a long-term revenue stream. Lou Grase said he and his wife were new business owners in Flagler Beach and said he was interested in the fishing and golf course comments. He shared his concerns about the construction on S. Central Ave.

City Attorney Smith said he appreciated the comments and agreed the City should work with the community regarding the proposed fishing ordinance and that the intent was to make the zone no bigger than it had to be. Commissioner Spradley said he appreciated the comments and clarified the Commission would not support a no fishing on the beach ordinance. Chairman Sherman asked Mr. Martin to schedule a meeting with the fishing club. Attorney Smith said he understood the Commission was interested in selling the golf course. He indicated there was a current tenant restricting the Commissions ability to negotiate with a new tenant. Mr. Martin said there was an upcoming conference call about the golf course proposal.

6. Consent Agenda

- a. Approve the Minutes of the Regular Meeting of August 28, 2025. Motion by Commissioner Belhumeur to approve the consent agenda. Commissioner Spradley seconded the motion. The motion carried unanimously.

7. General Business

- a. Resolution 2025-70. A Resolution of the City Commission of the City of Flagler Beach providing a temporary reduction in certain building permit fees and extending the sunset of reduced fees through September 30, 2026.

Attorney Smith read the title for Resolution 2025-70 into the record. Mr. Martin explained the Resolution addressed a State statute regarding Building Fund surplus; he confirmed the fund balance was being spent down. Chairman Sherman opened public comment. No public comments were received. Chairman Sherman closed public comment.

Commissioner Belhumeur made a motion to approve the Resolution 2025-70. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

- b. Resolution 2025-69. A Resolution of the City Commission of the City of Flagler Beach to approve a Change Order submitted by All State Civil Construction, Inc for repairs to the South Central Water Main Replacement Project in an amount not to exceed \$25,374.67; providing for conflict and an effective date.

Attorney Smith read the title for Resolution 2025-69 into the record. Mr. Martin said there was additional equipment that had been required, and the work was already done. He said it was an after-the-fact change order. Commissioner Cooley stated that after-the-fact change orders were not the best practice and asked staff to inform Commissioners immediately. Commissioner Cunningham asked if there were any penalties for the work going past the allotted time frame. Mr. Martin explained 111 days were added to the contract to account for issues like weather, supply shortages, etc. and the contract requirements had been met. He indicated painting of crosswalks would happen next week. Bill Freeman, City Engineer, corrected that the crosswalk painting would happen in a couple of weeks, and holes would be patched. Chairman Sherman opened public comment. No public comments were received. Chairman Sherman closed public comment.

Commissioner Spradley made a motion to approve Resolution 2025-69. Commissioner Belhumeur seconded the motion. The motion carried unanimously, after a roll call vote.

- c. Resolution 2025-68. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award construction services to S. E. Cline Construction, Inc. for the drainage improvement project on 480 Lambert Avenue; approving a project budget in the amount of \$90,328.00; providing for funding, implementation, conflict, and an effective date.

Attorney Smith read the title of Resolution 2025-68 into the record. Mr. Martin said this was a project on Lambert Avenue and that a 15" pipe that has collapsed impeding drainage. He said the City had solicited two proposals and recommended going with Cline Construction. Commissioner Belhumeur said the City had spent money to have culverts cleaned out and asked if this was one of them. Mr. Martin said the pipe would be increased to 18" and believed HDPE material would be used. Commissioner Cunningham asked how it was determined that a pipe collapsed. Mr. Freeman said there were numerous sink holes along the surface and a driveway was being undermined. He said staff went out for bid and were ready for the project to start. Further discussion ensued. Mr. Cunningham said he looked at the stormwater inventory maps and there were some properties on Lambert that were not on the map. Mr. Freeman said he would have to look at the map and verify what they were. Chairman Sherman opened public comment. Robbie Robert said the City should always have a completion date on every project. Chairman Sherman closed public comment.

Commissioner Spradley motioned to approve the Resolution 2025-68. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

- d. Resolution 2025-77. A Resolution by the City Commission of the City of Flagler Beach, Florida, adopting priority projects to present to the City's Legislative Delegation requesting supplemental state funding; providing for conflict and an effective date.

Attorney Smith read title for Resolution 2025-77 into the record. Mr. Martin said he had provided documents for the Commission's consideration. He said the two legislative priorities included a Reverse Osmosis Treatment System which would allow water to be used as re-use; he indicated the City was seeking \$1,500,000. He shared that the other project was the Resiliency Improvement Project for a 5' high berm to be constructed on S. Flagler behind City facilities. He said the City had received a grant several years ago and the Project was designed and shovel ready. Mr. Martin asked who would be able to represent the City at the legislative delegation on September 19th to present the priorities. The Commission agreed with the proposed priorities and Commissioner Belhumeur said he would represent the City at the meeting. Chairman Sherman opened public comment. No comments were received. Chairman Sherman closed public comment.

Commissioner Belhumeur made a motion to approve Resolution 2025-77. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.

- e. Resolution 2025-78. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2025-65, which adopted a 2025/2026 Fee Schedule; amending Fire Inspection Fees, clarifying Special Event Fees, deleting Monthly Private Fire Protection Fees and clarifying Land Use Application Fees; providing for conflict and an effective date. Attorney Smith read the title of Resolution 2025-78 into the record. Mr. Martin noted there were minor revisions to the previously adopted fee schedule. Chairman Sherman opened public comment. No comments were received. Chairman Sherman closed public comment.

Commissioner Cooley motioned to approve the Resolution 2025-78. Commissioner Cunningham seconded the motion. The motion carried unanimously, after a roll call vote.

8. Public Hearings

- a. Application PVAR25-0002: Variance – Applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. Design Guidelines, Location (2) and (5). Applicant requests relief from the land development code minimum standards for a two-way drive requiring eighteen feet (18') for a two-way drive for commercial use to a twelve-foot (12') lane for a two-way commercial use drive. Location: 907 N Ocean Shore Blvd., Flagler Beach, FL. This item was removed from the Agenda.
- b. Application PVAR25-0003: Variance - Applicant is requesting a variance related to Appendix A - Land Development Regulations, Article VIII, Section. 8.05.08. The request is to maintain the 40-foot platted right-of-way (ROW) in lieu of a 50-foot right-of-way (ROW) required by the City of Flagler Beach's Standard Construction Details Index R-2. Location Legacy Pointe Cottages, 2401 Leslie Street.

Attorney Smith said the Site Plan for Legacy Point indicated Joyce Street was required to have a 50' right of way; the Applicant had submitted a variance to be relieved of that requirement. Mr. Martin said the streets were originally platted with a 40' right of way, staff had helped facilitate discussions, and the developers planned to improve Joyce Street as part of the project. He read a statement from City Planner, Lupita McClenning in support of the project.

Commissioner Belhumeur asked if there would be a sidewalk on the road. Katie Crooke, AALLC Representative, said there would not be a sidewalk as part to the development. Discussion ensued between Commissioner Belhumeur and Mr. Freeman. Commissioner Belhumeur suggested approving the variance with the understanding a sidewalk would be added in the future. Mr. Martin suggested there could be a discussion between the developer and the City Engineer with the goal of adding a sidewalk.

Chairman Sherman opened public comment. No public comment was received. Chairman Sherman closed public comment.

Commission Belhumeur motioned to approve the variance understanding the roadway would leave enough room for the City to add a sidewalk in the future. Commissioner Spradley seconded the motion. The motion carried unanimously, after a roll call vote.

- c. Ordinance 2025-16. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending Article VI of the Land Development Regulations related to subdivisions and platting in order to conform to Florida State Law amendments requiring administrative approval of plats; providing for conflicts and severability; and providing an effective date (First Reading).

Attorney Smith read title of Ordinance 2025-16 into the record. He explained that during last legislative session, platting was made an entirely administrative process which was reflected in the Ordinance. He said the public process was left intact for subdivision development. Chairman Sherman opened public comment. Brian Jones asked where the public would have a voice. RJ Santore asked if the comments he made at the PARB were read and incorporated into the Ordinance. Attorney Smith said the final step would be the recording of the plat based on the approved subdivision plan and indicated a checklist could be created. Chairman Sherman closed public comment.

Commissioner Spradley made a motion to approve Ordinance 2025-06 as amended. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

- d. Ordinance 2025-17. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances related to Signs; amending the method of calculation copy area of window signs; clarifying provisions related to event signage in public parks; providing allowance for certain event signage in city rights-of-way; providing for conflicts; providing for severability; and providing for an effective date (First Reading). This item was removed from the Agenda.
- e. Ordinance 2025-18. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending Chapter 5, "Animals" to create Section 5-32, "Backyard Chickens Pilot Program" relating to the keeping of backyard chickens as a pilot program and providing for terms, conditions and penalties related to the program; providing for legislative findings; providing for codification; providing for conflicts; providing for severability; and providing an effective date (First Reading).

Attorney Smith read the title of Ordinance 2025-18 into the record. Commission Belhumeur said he wasn't sure if this would fit the City. Commissioner Spradley noted he had received feedback from community members who were not in favor of Ordinance. Commissioner Cooley said the idea had come up many times and the community has not been in favor. Mayor King said she did not believe the area was appropriate for wildlife. Commissioner Cunningham agreed. Chairman Sherman opened public comment. Lou Pinkus said he provided the Commission with information about the Ordinance and lived next door to someone who has chickens. He said he was not in favor of the Ordinance. Chairman Sherman closed public comment.

Chairman Sherman said there would be no motion since there was no interest in the Ordinance.

9. Staff Reports

- a. City Attorney. Attorney Smith said he had looked over Senate Bill 180, talked to other attorneys, and found the banning of Binding lots on A1A would be burdensome to development. Mr. Martin said the City of Deltona sent information about a lawsuit they were filing about the Bill and there was a cost to participate.
- b. City Manager. Mr. Martin said he had been approached by downtown businesses with concerns about parking and they asked if the City would consider leasing Mr. Cinelli's lot. He shared that Casey Ryan, CRA

Director, had reached out to Mr. Cinelli who said he was not interested in leasing the lot to the City. He indicated he and Ms. Ryan would continue to work with business owners to identify alternative options. He stated that the Cardboard Regatta would be postponed until next week due to weather.

City Clerk. Ms. Overstreet had received correspondence from the administrative office of Flagler County inviting the Commission to a workshop to discuss MSBUs and MSTUs; she noted the dates of October 1, 22, 29 for that meeting. Commission discussion ensued and they reached consensus not to participate in the workshop. Ms. Overstreet noted there would be a second reading of the Ordinance regarding qualifying and a Resolution setting the regular dates. She said she would open the petition process to qualify on September 23rd and close it on November 13th for the March election. She explained the process and asked anyone who had questions to speak with her.

10. Commission Comments

a. Commission comments, including reports from meetings attended

Mayor King: Noted the Finance Committee meeting had gone well. She attended the 911 ceremony and would recommend others attend.

Vice Chairman Belhumeur: Asked why he still saw City staff cutting the grass when the City made the decision not to renew the FDOT contract for ROW maintenance. He asked if there was another contract in place. Mr. Martin stated he had emailed the contracts to the Commission and would forward them to the City Attorney. Attorney Smith said he would review the contracts and report back at the next Commission meeting. Mr. Belhumeur shared an idea for the Centennial Gala. He said signs needed to be put up on Central. Mr. Martin indicated staff were working on adding signs.

Commissioner Spradley: Welcomed Surfside Shakes to the neighborhood.

Commissioner Cunningham: Shared his thoughts about a safe swimming area and hoped that fishermen and swimmers would work together for safety. He said the packet on the golf course looked very good and offered something for everyone.

Chairman Sherman: Thanked Darrel Reynolds and Manoj Bhoola for the beach cleanup efforts during the Jimmy Buffett Memorial.

b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. RJ Santore said he hoped the City would re-consider joining the lawsuit on Senate Bill 180. He suggested using recycled glass to address the FDOT maintenance issue. Attorney Smith said he did not know if a temporary injunction on Senate Bill 180 would apply to jurisdictions not involved in the lawsuit. Mr. Martin said he would share the FDOT Agreement with the City Attorney and go from there. Robbie Robert asked about having a dumpster by the sign shop for people to dump their debris during hurricane season. Lou Pinkus asked that Code Enforcement address the chicken issue. Attorney Smith said staff would notify Code Enforcement to address it. The Commission discussed past debris clean-up drop sites. Ms. Overstreet said the County had sponsored a hazardous waste disposal event but was no longer doing so. Mr. Martin said staff would look at options for periodic debris disposal. Commissioner Cunningham asked if FDOT was keeping up on maintenance. Mr. Martin said community members should contact FDOT with any concerns. He shared that he had a phone conversation with FDOT and they said their number one priority was ponds, pumps, and structures. Commissioner Cooley said that there was FDOT equipment all over the City and asked staff to follow up on this. Mr. Martin said staff would follow up.

11. Adjournment. Chairman Sherman asked for a motion to adjourn the meeting. Commissioner Cooley motioned to adjourn the meeting at 7:37 pm.

James Sherman, Chairman

Attest:

Colleen Kuhn, Deputy City Clerk



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From: Liz Mathis, Human Resources Manager
Meeting Date: September 25, 2025
Item Name: Approve the City Comprehensive Insurance Renewal for FY 2025/2026.

Background:

The City's insurance coverage package is due for renewal on 10/1/2025. The City's insurance consultants, Brown and Brown, have provided renewal figures from Preferred Governmental Insurance Trust (PGIT) for Fiscal Year 2025/2026. The City's total premium has decreased slightly by .81% with a total estimated cost of \$993,521.00. This breaks down to a total premium for property, general liability, automobile, public official and employment practices of \$772,591.00, a 1.56% decrease from last year and the Workers Compensation portion of \$220,940.00, a 5.6% increase over last year. All plans would be effective 10/1/2025 for the 2025/26 plan year.

Fiscal Impact:

The total premium for property, general liability, automobile, public official and employment practices portion is \$772,591.00 and will be due October 1, 2025. The Workers Compensation portion of \$220,940.00 is due October 1, 2025, and is subject to a final annual salary audit. Both of these premiums fall within our projected range and are included in the appropriate departments' budgets for Fiscal Year 2025/2026.

Staff Recommendation:

Approve a one-year renewal with Preferred Governmental Trust (PGIT) for insurance coverage including, but not limited to, City property (buildings and contents), general liability, worker's compensation, law enforcement liability, automotive liability and physical damage, inland marine and pollution.

Attachments:

1. 2025 City of Flagler Beach Insurance Proposal

CITY OF FLAGLER BEACH

INSURANCE PROPOSAL

Effective: 10/01/2025 to 10/01/2026

Presented By:

**Don Sciotto
ARM, CRIS, CCIP, RCM
Senior Vice President**



300 North Beach Street, Daytona Beach, FL 32114

This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. In the event of any differences between the policy and this summary, the policy will prevail.

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** All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

CLIENT SERVICE TEAM

PRODUCER	Don Sciotto ARM, CRIS, CCIP, RCM Senior Vice President
Email	Don.Sciotto@bbrown.com
Phone	(386) 239-5755
ACCOUNT MANAGER	Brianna Rossi Client Account Executive
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Phone	(386) 267-8940
CLAIMS ANALYST	Jessica Adjemian, AAI
Email	Jessica.Adjemian@bbrown.com
Phone	(386) 333-6060
MAIN OFFICE PHONE	(386) 252-9601
TOLL FREE OFFICE PHONE	(800) 877-2769

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Building & Contents Total Insured Values – Blanket	\$28,426,835
Flood Limit Per Occurrence and Aggregate	\$5,000,000
Equipment Breakdown	\$28,426,835
<i>Earth Movement</i>	<i>No Coverage</i>
<i>Terrorism</i>	<i>No Coverage</i>

Coinsurance & Valuation:
No Coinsurance Provision
Replacement Cost Valuation Coverage
Limits are Blanket subject to limits shown in policy declaration at time of loss

Deductibles:	
Named Windstorm based on Total Insured Value per Occurrence/Per Location; Location is defined by each itemized listing on the schedule. Minimum Per Occurrence	5% \$35,000
Equipment Breakdown per Occurrence	\$5,000
Flood per Flood Occurrence Except zones A, V: Excess of NFIP, whether purchased or not	\$5,000
All Other Perils per Occurrence	\$5,000

Definition of Flood Zones A or V:
Flood Zones A will include but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any sub-classification with the A prefix or designation. Flood Zones V will include, but not be limited to all of the sub-classifications of VO, VH, VE, VR, V1 through V99 or any other sub-classification with a V prefix or designation.

25% Minimum Earned Premium

The Preferred Property program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhausts the limit purchased by Preferred on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.

NOTE:

Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Extensions of Coverage:	Limits of Coverage:
Accounts Receivable	\$500,000
Additional Expense	\$1,000,000
Animals	\$40,000
Loss of Business Income	\$500,000
Debris Removal (Whichever is Greater)	\$250,000 / 25% of Loss
Demolition, Ordinance, and ICC	\$500,000
Errors and Omissions	\$250,000
Expediting Expense	\$5,000
Fire Department Charges	\$25,000
Fungus Cleanup Expense (Annual Aggregate)	\$50,000
Lawns, Plants, Trees, and Shrubs	\$25,000
New Locations up to 60 Days	\$2,000,000
Personal Property of Employees	\$50,000
Pollution Cleanup Expense (Annual Aggregate)	\$50,000
Preservation of Property	\$250,000
Professional Fees	\$20,000
Property at Miscellaneous Unnamed Locations	\$150,000
Recertification	\$10,000
Service Interruption Coverage	\$100,000
Transit	\$250,000
Buildings Under Construction	If Shown on Property Schedule
Property Newly Acquired Locations	
During the Proposed Coverage Agreement period, carrier will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement.	
If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then an additional annual premium will be invoiced by endorsement.	
For two year coverage periods, an additional premium will be charged on the second annual installment if premium added during the first year of the coverage agreement.	

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property and Inland Marine Coverage Form PGIT MN 104 (<i>includes but is not limited to the below</i>):
* No loss for Dune Walkovers unless loss is at a covered location and from a specified peril other than collapse. No Wind coverage is afforded for Dune Walkovers * Property in the open does not include unscheduled signs which are not attached to buildings * During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement.
Public Entity Flood Coverage Form
Public Entity Equipment Breakdown Coverage Form
Common Agreement: Consent to Settle
Notable Changes 24-25 (See Separate Detailed Document)
* Property and Inland Marine PGIT MN-010 – Extension of Coverage B Animals – limit increased to \$40,000 Annual Aggregate in any one agreement period * Property and Inland Marine PGIT MN-104; 105 – The term covered location(s) has been replaced with the term insured location(s). * Property and Inland Marine PGIT MN-104 – The term Schedule of Declarations has been replaced with the term Schedule. Changes to the following sections: - o Section I – Coverage Agreements ▪ A. Coverage Agreements ▪ C. Limits of Liability - o Section III – Exclusions ▪ E. Asbestos ▪ F5. Demolition Cost, Operation of Building Laws, and Increased Cost of Construction ▪ G5. Manufacturing or processing operations... damage to stock or materials... coverage shall be afforded only for loss... ▪ G7. But if a covered loss ensues... ▪ G10. But if a loss or damage to covered property by fire or explosion... ▪ G12. But if a covered loss ensues... ▪ G15. Cosmetic loss or damage ADDED - o Section V – Valuations ▪ B2a – Our obligations for replacement cost will be the lesser of: ...repair or replace (remove rebuild) - o Section VI – Conditions ▪ D Concealment, Misrepresentation or Fraud ▪ K9(c.) Submit to and examination under oath ▪ K10(b.) Along with proof of loss, you shall also submit ... ▪ K12(a.) (b.) (c.) Requirements for a Claim...

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements, Exclusions include (but are not limited to):	
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier	
▪ <i>L Appraisal</i> ▪ <i>W Property Valuation assessment ADDED</i> ○ <i>Section VII – Extensions of Coverage</i> ▪ <i>K Lawns, Plants, Trees, or Shrubs</i> ▪ <i>Q2 Professional fees do not include...</i> ○ <i>Section VIII – Definitions</i> ▪ <i>B Actual Cash Value (fully re defined)</i> ▪ <i>G (Removed)</i> ▪ <i>J Earth movement....</i> ▪ <i>O Insured Locations (ADDED)</i> ▪ <i>EE Schedule (re-worded)</i> ▪ <i>JJ Water Damage (ADDED)</i> * <i>Property Coverage – Terrorism Coverage PGIT MN-198 (Re-worded)</i> * <i>Property Coverage – Property Valuation Assessment form PGIT MN-106 (ADDED)</i>	
Automatic Additional Covered Parties PGIT MN 902	
Minimum Earned Premium – 25%	
Exclusions: (See policy forms for any specifications)	
• War, Military Action, and Terrorism	
• Earth Movement	
• Pollution	
• Nuclear Reaction	
• Utility Failure, Except as Provided Under Special Property Coverages	
• Demolition and Increased Cost of Construction, Except as Provided Under Special Property Coverages	
• Building Ordinance Enforcement	
• Mold/Fungus	
• Earthquake	
• Water, Except as Provided Under Extensions of Coverage	
• Asbestos	
• Inventory Shortage	
• Damage from Offshore Oil Well, Oil Shipping/Tanker Incident, Oil Spill	

Preferred Governmental Insurance Trust

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Property Not Covered: (See policy forms for any specifications)	
•	Animals, Water, Land Including Land on Which the Property is Located, Shrubs, Trees, Lawns, Growing Crops or Standing Timber
•	Aircraft
•	Vehicles licensed or designed for highway use, unless shown on the Property Schedule excluding collision with another object. The Named Storm deductible from PGIT 122 applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
•	Property You Sold Under Conditional Sale, Trust Agreement, Installment Payment, or Other Deferred Payment Plan After Such Property Has Been Delivered to the Customer
•	Caves, Caverns, Mines of Any Type or Any Property Contained Within Them
•	Accounts, Records, Bills, Valuable Papers, Abstracts, Deeds, Manuscripts, Currency, Evidence of Debt, Money Notes or Securities, Unless Scheduled in the Declarations
•	Dams, Dikes or Levees
•	Contraband or Property in the Course of Illegal Transportation or Trade
•	Property Covered Under Import or Export Ocean Cargo Policies; Property You Transport as a Common Carrier; Property Shipped by Mail, Unless Sent Registered or Certified
•	Watercraft, unless loss is from a specified peril

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

	Location Description	Location Address	Building Value
001	Lab/Administration	4680 Seminole Woods Blvd	\$1,726,100
002	Degassifier/Biofiltration	4680 Seminole Woods Blvd	\$605,000
003	Sewer Control - Admin/Lab Building	220 Avenue A	\$151,600
004	Chemical Feed Bldg	220 Avenue A	\$46,605
005	Sanitation Bldg	220 Avenue A	\$388,800
006	Mobile Generator/Truck Storage	220 Avenue A	\$164,200
007	Clarifier #1 and #2	220 Avenue A	\$1,376,200
008	Aeration Tank	220 Avenue A	\$2,083,300
009	Digester	220 Avenue A	\$1,061,400
010	Pump & Lift Station Meter # 5J03861	480 Lambert Ave	\$133,100
011	Pump & Lift Station Meter # 5C 04438	1600 Lambert Ave	\$133,100
012	Pump & Lift Station Meter # 5J 01954	17 Off Oak Lane	\$133,100
013	Pump & Lift Station Meter # 5J 53319	339 Palm Dr	\$133,100
014	Pump & Lift Station Meter # 6J 64988	2400 Leslie St W of JA	\$133,100
015	Pump & Lift Station Meter # 5J 48745	3500 South Central	\$293,890
016	City Hall	105 S 2nd St	\$1,336,500
017	1 Mil. Gallon Water Tank	305 S Flagler Ave	\$1,414,600
018	Wickline Library	700 S Daytona Ave	\$892,000
019	Community Center	800 S Daytona Ave	\$593,900
020	Wickline Center - Classroom	800 S Daytona Ave	\$723,300
021	Maintenance Department	512 Flagler Ave	\$170,200
022	Pump & Lift Station Meter # 5C 54184	Ocean Palm Dr	\$133,100
023	T&D Street Department	500 South Flagler Ave	\$191,300
024	Pump & Lift Station Meter # 6J 19354	S 20th St	\$133,100
025	Pump & Lift Station Meter # 5J 05231	N 20th St & Daytona Ave	\$133,100
026	Pump & Lift Station Meter # 6N 76850	S 25th St & S Flagler Ave	\$133,100
027	Pump & Lift Station Meter # 6J 25046	S 16th St & S Flagler Ave	\$133,100
028	Pump & Lift Station Meter # 5J 01464	S 12th St & Flagler Ave	\$133,100
029	Pump & Lift Station Meter # 5J 04492	S 3rd St & Flagler Ave	\$133,100
030	Pump & Lift Station Meter # 5N 02227	N 11th St & Daytona Ave	\$133,100
031	Pump & Lift Station Meter # 5J 28788	N 8th St	\$133,100
032	Pump & Lift Station Meter # 5J 04438	State Rd 100 & Lantana	\$133,100
033	Pump & Lift Station Meter # 5C 52636	South A1A	\$133,100
034	Comfort Station & Bait Shop	215 S A1A	\$222,900
035	Restaurant	215 South Shore Blvd	\$736,500
036	Pump & Lift Station Meter # 5C 15484	Ocean Marina	\$133,100
037	Fire Station	320 S Flagler Ave	\$1,616,600
038	Elevated Water Tank	State Road A1A	\$2,351,700
039	Pump & Lift Station Meter # 5J 04322	Windsong Circle	\$133,100
040	Pump & Lift Station Meter # 6L 87175	N 23rd St	\$133,100
041	Antennae 50' Tall each	320 S Flagler Ave	\$5,500
042	Pump & Lift Station Meter # 5J 45479	27th St & Daytona Ave	\$133,100
043	Police Station	204 2nd Street	\$1,161,600

PROPOSED SCHEDULE OF PROPERTY VALUES AND LOCATIONS

Client ultimately chooses value insured

	Location Description	Location Address	Building Value
044	Well Pump Station # 10	Near Bunnell Airport	\$115,900
045	Well Pump Station # 11	Near Bunnell Airport	\$115,900
046	Well Pump Station # 12	Near Bunnell Airport	\$115,900
047	Pump Lift Station	Publix Shopping Center	\$133,100
048	Pump & Lift Station	Palm Avenue	\$133,100
049	Club House	3600 S Central Ave	\$123,000
050	Warehouse/Storage	3600 S Central Ave	\$9,750
051	Parks Department Bldg	220 S. 4th St	\$256,600
052	Maintenance Bldg at WWTP	220 Ave A	\$373,800
053	Modular Office Trailer	500 S. Flagler Ave	\$37,500
054	Water Treatment Plant - Electrical Equipment Storage Building	4680 Seminole Woods Blvd	\$478,200
055	Pump & Lift Station Meter #KL70405	35 Signot Cir	\$293,900
056	Pump & Lift Station Meter #KN47115	8 Buena Vista	\$293,900
057	Pump & Lift Station Meter #KN02269	Presidio Blvd	\$293,900
058	Pump & Lift Station Meter #KN47390	111 Seaside Landing Dr	\$293,900
	Total Schedule of Values		\$25,044,045

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE

Client ultimately chooses value insured

Description of Property:	Limits of Coverage:
Blanket Unscheduled Inland Marine (\$25,000 Max Per Item)	\$850,991
Scheduled Inland Marine	\$1,013,703
Total All Inland Marine	\$1,864,694

Deductibles:	
Named Windstorm based on Total Insured Value per Occurrence/Per Location; Location is defined by each itemized listing on the schedule. Minimum Per Occurrence	5% \$35,000
All Other Perils per Occurrence	\$5,000

Valuation:
Actual Cash Value: Calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation. Actual cash value applies to valuation of insured property regardless of whether that property has sustained partial or total loss or damage.

Preferred Governmental Insurance Trust

PROPOSED INLAND MARINE COVERAGE (Continued)

Client ultimately chooses value insured

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Property and Inland Marine Coverage Forms
Minimum Earned Premium – 25%
Notable Changes 24-25 (See Separate Detailed Document) * <i>Property and Inland Marine PGIT MN-010 – Extension of Coverage B Animals – limit increased to \$40,000 Annual Aggregate in any one agreement period</i> * <i>Property and Inland Marine PGIT MN-104; 105 – The term covered location(s) has been replaced with the term insured location(s).</i> * <i>Property and Inland Marine PGIT MN-104 – The term Schedule of Declarations has been replaced with the term Schedule.</i> See Changes to the following sections of PGIT MN-104 ○ <i>Section I – Coverage Agreements</i> ▪ <i>A. Coverage Agreements</i> ▪ <i>C. Limits of Liability</i> ○ <i>Section III – Exclusions</i> ▪ <i>E. Asbestos</i> ▪ <i>F5. Demolition Cost, Operation of Building Laws, and Increased Cost of Construction</i> ▪ <i>G5. Manufacturing or processing operations... damage to stock or materials... coverage shall be afforded only for loss...</i> ▪ <i>G7. But if a covered loss ensues...</i> ▪ <i>G10. But if a loss or damage to covered property by fire or explosion...</i> ▪ <i>G12. But if a covered loss ensues...</i> ▪ <i>G15. Cosmetic loss or damage</i> ADDED ○ <i>Section V – Valuations</i> ▪ <i>B2a – Our obligations for replacement cost will be the lesser of: ...repair or replace (remove rebuild)</i> ○ <i>Section VI – Conditions</i> ▪ <i>D Concealment, Misrepresentation or Fraud</i> ▪ <i>K9(c.) Submit to and examination under oath</i> ▪ <i>K10(b.) Along with proof of loss, you shall also submit ...</i> ▪ <i>K12(a.) (b.) (c.) Requirements for a Claim...</i> ▪ <i>L Appraisal</i> ▪ <i>W Property Valuation assessment</i> ADDED ○ <i>Section VII – Extensions of Coverage</i> ▪ <i>K Lawns, Plants, Trees, or Shrubs</i> ▪ <i>Q2 Professional fees do not include...</i> ○ <i>Section VIII – Definitions</i> ▪ <i>B Actual Cash Value (fully re defined)</i> ▪ <i>G (Removed)</i> ▪ <i>J Earth movement....</i> ▪ <i>O Insured Locations (ADDED)</i> ▪ <i>EE Schedule (re-worded)</i> ▪ <i>JJ Water Damage (ADDED)</i>
Automatic Additional Covered Parties PGIT MN 902

PROPOSED SCHEDULE OF INLAND MARINE EQUIPMENT

Description	Serial Number	Total Values
2014 Caterpillar Skid Steer	CAT0279DKGTL00350	\$70,847
303 E2CR Mini Excavator Model 303ECR	HMO1445	\$39,992
2017 Caterpillar Backhoe Loader	HWD01891	\$93,161
2014 Caterpillar Mulcher	HM315	\$28,509
2022 Sullair Compressor Model 0185-100	202201180038	\$19,400
Caterpillar 400 KW Stationary Generator Model # C13	Engine PW300986/barrel G6B25936	\$187,000
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLBL	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLKM	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLKG	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLKL	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLKJ	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLKH	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLKK	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLBJ	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLBK	\$34,700
2018 Kohler Towable Generators Model #45REOZT4	SGM32NLBH	\$34,700
2020 Eunonautics Inflatable and Aluminum Hull Boat	EUNRA1611920	\$5,600
17' Zumro Dive Rescue Boat, Model DB 1700	PVW000 55A006	\$15,754
2015 Seado Spark Jet Ski	YDV70557J415	\$6,500
Andela Glass Pulverizing System	Model #GPT-1HD	\$199,940
2019 Triton Trailer w/ Kohler Generator	4TCSU5559KHD10110	\$38,396
2025 Yamaha Rescue Ski	VIN # US-YAMA 32581425 Stock # YWN32581425	\$14,500
Total Scheduled Values		\$1,075,388

Preferred Governmental Insurance Trust

PROPOSED CRIME COVERAGE

Higher limits may be available upon request

Description of Crime Coverage:	Limits of Coverage:
Employee Dishonesty – Blanket Form Including Faithful Performance, Per Loss	\$250,000
Theft, Disappearance and Destruction	\$10,000
Computer Fraud Including Funds Transfer Fraud	\$250,000

Deductible:	
Each Coverage	\$1,000

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Government Crime Coverage Form - Discovery
Minimum Earned Premium – 25%

Rating Basis:

Classification:	Basis:	Expiring Exposures:	Renewal Exposure:
Employees Handling Money	Each	17	17
Messengers	Each	2	2

Other Coverage Available:
Forgery and Alteration
Robbery and Safe Burglary
Premises Burglary
Extortion
Premises Theft and Robbery Outside
Lessees of Safe Deposit Boxes
Securities Deposited with Others
<i>Social Engineering Cannot be provided on this policy form.</i>

Preferred Governmental Insurance Trust

PROPOSED LIABILITY COVERAGE

Higher limits may be available upon request

Coverage will pay sums which the insured becomes legally liable to pay for damages because of bodily injury or property damage to which this insurance applies.

Commercial General Liability: Occurrence Form	Limits of Coverage:
Bodily Injury and Property Damage Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury	Included
Products / Completed Operations	Included
Fire Damage	Included
Medical Expense (Any One Person)	Not Included
General Aggregate	Not Applicable

Employee Benefits Liability: Occurrence Form	Limits of Coverage:
Per Person	\$2,000,000
Aggregate	Not Applicable

Other Coverage: Occurrence Form	Limits of Coverage:
Herbicide & Pesticide Aggregate	\$1,000,000
Liquor Liability	Not Included
Sewer Backup & Water Damage	
No Fault	\$10,000
At Fault	\$200,000
Aggregate	\$200,000
Bert J Harris Jr. Private Property Rights Protection Act	\$300,000

Law Enforcement Liability: Occurrence Form	Limits of Coverage:
Per Occurrence	\$2,000,000
Aggregate	Not Applicable

Defense Cost is Outside of Limits
Does Not Erode the Limits for General Liability, Law Enforcement Liability

Deductibles: does not apply to defense cost	
General Liability per Occurrence	\$2,000
Employee Benefits Liability per Occurrence	\$2,000
Law Enforcement Liability per Occurrence	\$1,000

Rating Basis:

Classification:	Basis:	Expiring Exposures:	Renewal Exposure:
General Liability	Payroll	\$5,621,323	\$6,413,243
Law Enforcement Liability	Payroll	\$1,257,840	\$1,421,923
	FT Officers	14	18
	PT Officers		
	Vol Officers		

Premium is Not Subject to Annual Audit
25% Minimum Earned Premium

Preferred Governmental Insurance Trust

PROPOSED LIABILITY COVERAGE (Continued)

Higher limits may be available upon request

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity General Liability Coverage Form
Public Entity General Liability Employee Benefits Liability Coverage Form
Public Entity General Liability Preferred Endorsement
Public Entity Law Enforcement Liability
Unmanned Aircraft Coverage form

Preferred Governmental Insurance Trust

**PROPOSED DEADLY WEAPON PROTECTION LIABILITY
COVERAGE**

Higher limits may be available upon request

Deadly Weapon Protection Coverage: <i>Claims Made</i>	Limits of Coverage:
Each Event	\$1,000,000
<i>Sub-limits (these limits do not increase the event limit)</i>	
Business Interruption per Event	Included
Demolition, Clearance and Memorialization per Event	\$250,000
Extra Expense per Event	\$250,000
Crisis Management per Event	Included
Property Damage Extension per Event	\$250,000
Counseling Services per Event	\$250,000
Funeral Expenses per Event	\$250,000
Claims Expenses per Event	Included
<i>Retroactive Date</i>	<i>10/01/2019</i>

Claims Expenses are Included in the Limits of Liability

Deductibles:	
Each Event	None

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
PGIT MN040 1019 Active Assailant Declarations (defines limits and sub-limits)
PGIT MN400 1019 Deadly Weapon Third Party Liability Claims Made Coverage

**Premium is Not Subject to Annual Audit
25% Minimum Earned Premium**

Preferred Governmental Insurance Trust

PROPOSED PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT PRACTICES LIABILITY COVERAGE

Higher limits may be available upon request

Public Officials Liability: <i>Claims Made with Duty to Defend</i>	Limits of Coverage:
Each Claim	\$2,000,000
<i>Aggregate</i>	<i>Not Applicable</i>
<i>Retroactive Date:</i>	<i>10/01/2012</i>
Deductible: per Wrongful Act	\$10,000

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Supplementary Payments of Public Officials Liability:	Sub – limits:
Pre Termination	
per Employee	\$2,500
Annual Aggregate	\$5,000
Non-Monetary – Defense and Claims Expense Aggregate	\$100,000

Employment Practices Liability: <i>Claims Made w/Duty to Defend</i>	Limits of Coverage:
Each Claim	\$2,000,000
<i>Aggregate</i>	<i>Not Applicable</i>
<i>Retroactive Date</i>	<i>10/01/2012</i>
Deductible: per Wrongful Act	\$10,000

Defense Costs are in Addition to the Policy Limit (Company Appoints Counsel)

Rating Basis:

Classification:	Expiring Exposure:	Renewal Exposure:
Payroll	\$6,879,163	\$7,944,454
Full Time Employees	97	119
Part Time Employees	30	34
Volunteers	13	13

Preferred Governmental Insurance Trust

**PROPOSED PUBLIC OFFICIALS' LIABILITY & EMPLOYMENT
PRACTICES LIABILITY COVERAGE (Continued)**

Higher limits may be available upon request

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Officials & Employment Practices Liability Coverage Form (Claims Made and Reported)
Automatic Extended Reporting Period – 60 Days
PFAS Chemicals Exclusion Endorsement PGIT MN 901
Notable Changes 24-25 (See Separate Detailed Document)
* <i>Public Officials and Employment Practices Liability Coverage PGIT MN-500</i> ○ <i>Section VII – Limit of Liability</i> ▪ <i>E Other Coverage of Insurance</i>
* <i>Public Officials and Employment Practices Liability Coverage PGIT MN-510</i> ○ <i>Section VI – Limit of Liability</i> ▪ <i>E Other Coverage of Insurance</i>

Preferred Governmental Insurance Trust

PROPOSED CYBER LIABILITY COVERAGE

Higher limits may be available upon request

Cyber Liability / Media Content Services, Network Security & Privacy Liability Endorsement: <i>Claims Made and Reported</i>	Limits of Coverage:
Policy Limit Annual Aggregate	\$2,000,000
<i>Third Party Liability Coverage:</i>	
Privacy & Security Liability Each Claim	\$2,000,000
Media Content Services Liability Each Claim	\$2,000,000
PCI DSS Sub-limit	\$1,000,000
<i>First Party Liability Coverage:</i>	
Cyber Extortion & Ransomware Each Claim	\$500,000
Data Breach & Crisis Management Each Claim	\$2,000,000
Data Recovery Each Claim	\$2,000,000
Business Interruption / Extra Expense Each Claim	\$2,000,000
Cyber Crime Sub-limit	\$350,000
Utility Fraud Sub-limit	\$350,000
Bricking Coverage Sub-limit	\$1,000,000
System Failure Business Interruption / Extra Expense Sub-limit	\$2,000,000
Dependent Business Interruption Sub-limit	\$2,000,000
Business Interruption / Extra Expense	Included
System Failure Sub-limit	\$2,000,000
Consequential Reputational Loss Sub-limit	\$1,000,000
<i>Retroactive Date</i>	<i>10/01/2011</i>
Deductible Each Coverage and Claim	\$,000
Waiting Period: All Coverage Relevant to Business Interruption	12 Hours

Defense Costs are in Included in the Policy Limit (Company Appoints Counsel)

Preferred Governmental Insurance Trust

PROPOSED CYBER LIABILITY COVERAGE (Continued)

Higher limits may be available upon request

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Media Content Services, Network Security, and Privacy Liability Endorsement (Cyber) Coverage form (Claims Made and Reported) Voluntary Notification Endorsement is included
PFAS Chemicals Exclusion Endorsement PGIT MN 901

Preferred Governmental Insurance Trust

PROPOSED AUTOMOBILE COVERAGE

Higher limits may be available upon request

Coverage is provided for all sums the insured legally must pay as damages because of bodily injury or property damage to which this insurance applies caused by an accident and resulting from the ownership, maintenance or use of a covered auto.

Description of Coverage:	Symbol:	Limits of Coverage:	
Bodily Injury & Property Damage	1	\$1,000,000 \$1,000	Combined Single Limit Deductible
Personal Injury Protection Statutory	5	\$10,000	Each Person
Medical Payments	2	\$5,000	Each Person
Uninsured Motorists (Non-Stacked)		Excluded	Combined Single Limit
Owened Physical Damage Comprehensive Collision	2	ACV \$5,000 \$5,000	or Cost of Repair Deductible Deductible
Hired Physical Damage Comprehensive Collision	8	\$35,000 \$1,000 \$1,000	Limit Deductible Deductible

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Public Entity Automobile Coverage Form
Public Entity Automobile – Florida Changes
Public Entity Automobile – Florida Uninsured Motorist – Non Stacked
Public Entity Automobile – Florida Personal Injury Protection
Public Entity Automobile – Pollution Liability – Broadened Coverage for Covered Autos
Public Entity Automobile – Mutual Aid Form
Subject to favorable motor vehicle reports
Automatic Additional Covered Parties PGIT MN 902
PFAS Chemicals Exclusion Endorsement PGIT MN 901

Coverage only applies to vehicles that are owned/titled or leased in the corporate name, or business name in case of a partnership that is specifically listed. If a business owned vehicle is furnished for personal use, an extension of coverage form may be required for proper protection.

25% Minimum Earned Premium

PROPOSED SCHEDULE OF AUTOMOBILES

Unit #	Year	Make	Model	VIN	Reported Value	Deductibles	
						Comp	Coll
1.	2020	Ford	F150	1FTEW1C5XLFB87959	\$32,016	\$5,000	\$5,000
2.	2019	Ford	F250 Super Duty	1FT7X2A60KEC69324	\$25,021	\$5,000	\$5,000
3.	2020	Ford	F150	1FTMF1CB9LFB69762	\$23,153	\$5,000	\$5,000
4.	2015	Chevrolet	Silverado C1500	1GCNCPEH2FZ345636	\$21,212	\$5,000	\$5,000
5.	2004	Ford	F550 Super Duty Attack Truck	1FDAW57P24ED45778	\$83,000	\$5,000	\$5,000
6.	2006	Freightliner	M2 106 Medium Duty	1FVACYDJ66HU63417	\$150,000	\$5,000	\$5,000
7.	2015	Rosenbauer	America Municipal	54F2CC601FWM11246	\$568,241	\$5,000	\$5,000
8.	2003	Chevrolet	Silverado K3500	1GCJK39103E143159	\$18,700	\$5,000	\$5,000
9.	2013	Continental	Boat Trailer - A1412-1200	1ZJBB1416DMO79960	\$1,490	\$5,000	\$5,000
10.	2018	Ford	Interceptor	1FM5K8AR5JGB11966	\$32,904	\$5,000	\$5,000
11.	2018	Ford	Interceptor	1FM5K8AR3JGB11965	\$32,904	\$5,000	\$5,000
12.	2020	Pierce	Enforcer	4P1BAAFF1LA021372	\$546,383	\$5,000	\$5,000
13.	2021	Ford	Ranger Super Cab 4x2 XL	1FTER1EHXMLD76144	\$28,067	\$5,000	\$5,000
14.	2018	Ford	F150	1FTMF1CB1JKE25042	\$21,039	\$5,000	\$5,000
15.	2018	Ford	F250	1FTBF2A69JEC20487	\$33,112	\$5,000	\$5,000
16.	2018	Ford	F250	1FTBF2A60JEC20488	\$30,116	\$5,000	\$5,000
17.	2005	Jeep	Grand Cherokee Lar/Col/FR	1J4GR48K35C662575	\$5,500	\$5,000	\$5,000
18.	2003	Chevrolet	Silverado K2500HD	1GCHK29UX3E269886	\$3,400	\$5,000	\$5,000
19.	2016	Ford	Taurus SE	1FAHP2D80GG105347	\$18,924	\$5,000	\$5,000
20.	2017	Ford	Taurus Police Interceptor	1FAHP2L87HG102884	\$32,226	\$5,000	\$5,000
21.	2018	Ford	Taurus SE	1FAHP2D85JG112639	\$26,008	\$5,000	\$5,000
22.	2018	Ford	F150 Super Cab	1FTEX1CB9JKD23540	\$30,166	\$5,000	\$5,000
23.	2018	Ford	Taurus Police Interceptor	1FAHP2L8XJG110032	\$33,036	\$5,000	\$5,000
24.	2019	Ford	Taurus Police Interceptor	1FAHP2L87KG112175	\$32,484	\$5,000	\$5,000
25.	2019	Ford	Explorer Police Interceptor	1FM5K8ARXKGB45029	\$37,211	\$5,000	\$5,000
26.	2020	Ford	Explorer Police Intercept	1FM5K8AB4LGC12907	\$42,448	\$5,000	\$5,000
27.	2020	Ford	Explorer	1FM5K8AB6LGC12908	\$42,448	\$5,000	\$5,000
28.	2021	Ford	Explorer Police Interceptor	1FM5K8AB9MGA06497	\$44,544	\$5,000	\$5,000
29.	2021	Ford	Explorer Police Interceptor	1FM5K8AB7MGA06496	\$44,544	\$5,000	\$5,000
30.	2022	Ford	Explorer	1FM5K8AB7MGA06495	\$38,632	\$5,000	\$5,000
31.	2022	Ford	Interceptor	1FM5K8ABXNGB59603	\$32,016	\$5,000	\$5,000
32.	2022	Ford	Interceptor	1FM5K8AB8NGB59566	\$25,021	\$5,000	\$5,000
33.	2023	Other	Alcom Trailer	5WFBF121XPD004803	\$7,925	\$5,000	\$5,000
34.	2015	Chevrolet	Trax 1LT	3GNCJLSB7FL178971	\$13,961	\$5,000	\$5,000
35.	2018	Chevrolet	Silverado K3500	1GB4KYCG1JF171815	\$43,472	\$5,000	\$5,000

PROPOSED SCHEDULE OF AUTOMOBILES

Unit #	Year	Make	Model	VIN	Reported Value	Deductibles	
						Comp	Coll
36.	2018	Chevrolet	Silverado C1500/C1500LS	1GCNCNEH0JZ256581	\$23,041	\$5,000	\$5,000
37.	2018	Chevrolet	C2500HD	1GB2CUEG5JZ264720	\$34,958	\$5,000	\$5,000
38.	2014	Freightliner	M2 106 Medium Duty Garbage Truck	1FVMCYBS6EHFH7200	\$171,800	\$5,000	\$5,000
39.	2016	Freightliner	108SD Garbage Truck	1FVMG5CY7GHHF5771	\$183,907	\$5,000	\$5,000
40.	2007	Ford	F250 Super Duty	1FTNF21527EA79193	\$18,947	\$5,000	\$5,000
41.	2019	Mack	Granite Garbage Truck	1M2GR2GC7KM004568	\$214,661	\$5,000	\$5,000
42.	2019	Mack	Granite Garbage Truck	1M2GR2GC9KM004569	\$214,661	\$5,000	\$5,000
43.	2019	Mack	Granite Garbage Truck	1M2GR2GC5KM004570	\$214,661	\$5,000	\$5,000
44.	2021	Mack	Granite Garbage Truck	1M2GR6AB5MM001503	\$177,802	\$5,000	\$5,000
45.	2021	Ford	F250	1FT7W2B66MEC40088	\$35,847	\$5,000	\$5,000
46.	2000	Other	Trailer Jet	2435	\$32,000	\$5,000	\$5,000
47.	1999	Other	Pace Cargo	4FPFB0815XG030625	\$10,000	\$5,000	\$5,000
48.	2014	Ford	F350 Super Duty	1FD8X3G68EEB47151	\$45,388	\$5,000	\$5,000
49.	2018	Ford	F350 Super Duty	1FDRF3G65JEC25919	\$57,580	\$5,000	\$5,000
50.	2020	Ford	F150	1FTMF1CB6LFA99055	\$23,153	\$5,000	\$5,000
51.	2023	Mack	GR42B	1M2GR1AC3PM001855	\$202,032	\$5,000	\$5,000
52.	2024	Peterbilt	Model 548 Truck	2NP8HJ8X6RM681258	\$234,262	\$5,000	\$5,000
53.	2023	Freightliner	VacHunter Combo 3635 w Freightliner Chassis	1FVAHCFC8PHUM8986	\$367,863	\$5,000	\$5,000
54.	2024	Chevrolet	Silverado 4WD Crew Cab	2GC4YLE7XR1143993	\$34,581	\$5,000	\$5,000
55.	2023	Ford	F150	1FTFW1P8XPKD22881	\$52,032	\$5,000	\$5,000
56.	2024	Chevrolet	Silverado	1GCRAAEK7RZ274292	\$40,482	\$5,000	\$5,000
57.	2004	Pierce	Fire Truck	4P1CE01A54A004249	\$10,000	\$5,000	\$5,000
58.	2004	Pierce	Fire Truck	4P1CT02A44A004229	\$10,000	\$5,000	\$5,000
59.	2024	Chevrolet	Malibu	1G1ZC5ST0RF172230	\$25,326	\$5,000	\$5,000
60.	2024	Ford	F150	1FTEW1KP3RKD83888	\$32,026	\$5,000	\$5,000
61.	2015	Ford	F150 Supercab	1FTEX1C82FFA60554	\$22,685	\$5,000	\$5,000
62.	2023	Ford	Explorer Police Interceptor	1FM5K8AB9PGB59904	\$56,371	\$5,000	\$5,000
63.	2024	Ford	Explorer Police Interceptor	1FM5K8AB8RGA27025	\$59,371	\$5,000	\$5,000
64.	2023	Chevrolet	Silverado Medium Duty	1HTKJPVK0PH000930	\$140,143	\$5,000	\$5,000
65.	2024	Ford	Police Interceptor	1FM5K8AB8RGA26960	\$59,247	\$5,000	\$5,000
66.	2023	Ford	Police Interceptor	1FM5K8AB3PGA79367	\$57,561	\$5,000	\$5,000
67.	2023	Ford	Explorer	1FM5K8AB7PGA79453	\$57,685	\$5,000	\$5,000
68.	2023	Other	Alcom Trailer	5WFBF121XPD004803	\$57,685	\$5,000	\$5,000
69.	2023	Ford	Explorer	1FM5K8AB4PGA79636	\$57,685	\$5,000	\$5,000

PROPOSED SCHEDULE OF AUTOMOBILES

Unit #	Year	Make	Model	VIN	Reported Value	Deductibles	
						Comp	Coll
70.	2025	Ford	F250 Super Cap	1FT7X2BA9SEC09092	\$58,780	\$5,000	\$5,000
71.	2026	Magic Tilt	Trailer	IM5BA1315TIE66930	\$1,999	\$5,000	\$5,000
72.	2026	Hillcrest	Partial Tilt Trailer	7X8BT2224TS000268	\$9,000	\$5,000	\$5,000

City of Flagler Beach

Preferred Governmental Insurance Trust

PROPOSED WORKERS' COMPENSATION & EMPLOYERS' LIABILITY COVERAGE

GUARANTEED COST RATES AS OF 01/01/2025

CLASS CODE	CLASSIFICATION DESCRIPTION	PAYROLLS	RATE		
5403	Carpentry NOC	\$ 168,697	\$ 4.51		\$ 7,608
5509	Street or road maintenance or beautification & drivers (FL)	\$ 332,437	\$ 6.87		\$ 22,838
7520	Waterworks operation & drivers	\$ 670,821	\$ 1.79		\$ 12,008
7580	Sewage disposal plant operation & drivers	\$ 537,183	\$ 1.79		\$ 9,616
7704	Firefighters & drivers	\$ 770,004	\$ 4.03		\$ 31,031
7720	Police officers & drivers	\$ 1,421,923	\$ 2.83		\$ 40,240
8601	Architect or engineer-consulting	\$ 407,229	\$ 0.32		\$ 1,303
8810	Clerical office employees NOC	\$ 2,143,443	\$ 0.11		\$ 2,358
9015	Buildings-operation by owner, lessee or real estate management firm: all other	\$ 257,655	\$ 2.68		\$ 6,905
9102	Park NOC-all employees & drivers	\$ 162,240	\$ 2.75		\$ 4,462
9403	Ashes, garbage or refuse collection & drivers	\$ 439,862	\$ 5.51		\$ 24,236
9410	Municipal, township, county or state employee NOC	\$ 632,960	\$ 2.07		\$ 13,102
	Gross Total Payrolls	\$ 7,944,454			

	PREMIUM ADJUSTMENT		RATE	SUB-TOTAL	
	Manual Premium				\$ 175,708
	AR Adjustment			\$ 56,286	\$ 231,933
	Increased Employers Liability				\$ 231,994
	Safety Credit		2.0%	\$ (4,640)	\$ 227,354
	Drug-Free Credit		5.0%	\$ 11,365	\$ 215,929
	Experience Modifier		1.25	\$ 53,982	\$ 269,911
	Schedule Rating Modifier			\$ (25,523)	\$ 242,920
	Estimated Standard Premium				\$ 242,920
	Discount				\$ (22,140)
	Discounted Premium				\$ 220,780
	Expense Constant				\$ 160
	Terrorism Premium		Included		
	Total Estimated Annual Premium				\$ 220,940

Item 3A of the policy - Workers' Compensation					
States where there is a known or expected exposure					Florida
Item 3B of the policy - Employers' Liability Limit - (Higher Limits are Available Upon Request)					
Applies only to the states listed in 3A					
Bodily Injury by Accident - Each Accident					\$ 1,000,000
Bodily Injury by Disease - Policy Limit					\$ 1,000,000
Bodily Injury by Disease - Each Employee					\$ 1,000,000
Item 3C of the policy - Other States Coverage					
Item 3D of the policy - Other Endorsements					See PGIT WC 002

This exhibit is based on estimated payrolls.

Changes in payroll, rate, class code, or experience modification factor, will affect premium.

An Audit will be performed by the carrier to determine the final cost of the program.

Preferred Governmental Insurance Trust

**PROPOSED WORKERS' COMPENSATION & EMPLOYERS'
LIABILITY COVERAGE (*Continued*)**

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Information Page
Public Entity Coverage Agreement Forms List
Schedule of Ops – Coverage Agreement
Public Entity Workers Compensation and Employers Liability Coverage Terms
Schedule of Operations – Other Workplaces
Premium Discount Endorsement
Contingent Experience Rating Modification Factor Endorsement
Notification of Change in Ownership Endorsement
Florida Employment and Wage Information Release Endorsement
WC Claim Notice
Informational Contact

Illinois Union Insurance Company (Chubb)

PROPOSED POLLUTION LIABILITY COVERAGE

Higher limits may be available upon request

Premises Pollution Liability Coverage: Claims Made	Limits of Coverage:
Per Pollution Condition or Indoor Environmental Condition	\$2,000,000
Aggregate All Pollution Conditions or Indoor Environmental Conditions	\$3,000,000
<i>Self-Insured Retention per Pollution Condition or Indoor Environmental Condition</i>	<i>\$25,000</i>

Schedule of Storage Tank Locations	Above Ground Storage Tank (AST)	Retroactive Date:
FEDP Facility ID NO 8519064 #7 204 S Flagler Avenue, Flagler Beach, FL 32136	2,000 Gallons Unleaded Gas	Installed 06/19/2023
FEDP Facility ID NO 8519064 #8 204 S Flagler Avenue, Flagler Beach, FL 32136	1,000 Gallons Vehicular Diesel	Installed 06/19/2023
FEDP Facility ID NO 8519064 #1 Wastewater Plant, 2000 Ave A, Flagler Beach, FL 32136	2,063 Gallons Emergency Generator Diesel	06/04/2020

Forms, Endorsements, Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements, Exclusions as issued by Carrier
Premises Pollution Liability Insurance Coverage form – Claims Made and Reported A. Pollution Conditions Or Indoor Environmental Conditions Coverage B. Transportation Coverage C. Non-Owned Disposal Site Coverage
Communicable, Infectious Or Contagious Diseases Exclusionary Endorsement
Covered Storage Tank Schedule (Financial Responsibility) Endorsement 4 Above Ground Storage Tanks (AST)
Exposure-Specific Dedicated Limits For Financial Responsibility (AST: Via General Aggregate Sublimit; Annual) Endorsement
Business Interruption Coverage Limitations Endorsement - Exclusion
Indoor Environmental Conditions Limitations Endorsement - Exclusion
Other Insurance Amendatory (Primary – Exceptions) Endorsement
Public Entity Coverage Amendatory Endorsement
Schedule of Covered Locations Schedule Endorsement (<i>SOV on file with Agency and Carrier; Dune Walkovers will be included</i>).
Service of Suit Endorsement – Florida
Trade Or Economic Sanctions Endorsement
Florida Surplus Lines Notification
Chubb Producer Compensation Practices & Policies
U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
TRIA Coverage Exclusion If Rejected

National Union Fire Insurance Company of Pittsburgh, PA (AIG)

PROPOSED BUSINESS TRAVEL ACCIDENT INSURANCE

Eligibility:	
Class 1:	All active, full time and part- time employees of the Policyholder, excluding seasonal employees, police and fire personnel for whom premium has been paid, and not in any other class. Employee Only Coverage: \$31 per person per policy term
Class 2:	All seasonal employees of the Policyholder, excluding police and fire personnel while employed by the Policyholder, for whom premium has been paid, and not in any other class. Employee Only Coverage: \$8 per person per policy term

Plan Benefits & Covered Activities:		
Class 1	Principal Sum	\$50,000
Class 2	Principal Sum	\$50,000
Accidental Death Benefit If Injury to the Insured Person results in death within 365 days of the date of the accident that caused the injury		100% of Principal Sum
Accidental Dismemberment Benefit		% Principal Sum
Both Hands or Both Feet		100%
Sight of Both Eyes		100%
One Hand and One Foot		100%
One Hand and the Sight of One Eye		100%
One Foot and the Sight of One Eye		100%
Speech and Hearing in Both Ears		100%
One Hand or One Foot		50%
Sight of One Eye		50%
Speech or Hearing in Both Ears		50%
Thumb and Index Finger of Same Hand		25%
Quadriplegia		100%
Paraplegia		75%
Hemiplegia		50%
Uniplegia		25%

Forms, Endorsements and Exclusions include (but are not limited to):
Standard Policy Forms, Endorsements and Exclusions as issued by ISO or Carrier

National Union Fire Insurance Company of Pittsburgh, PA (AIG)

PROPOSED STATUTORY ACCIDENT INSURANCE

Class:	Activity: While performing the duties of the Insured's job as outlined below.
1:	All Full-Time Law Enforcement Officers of the Policyholder who are not in any other class.
2:	All Full-Time Firefighters of the Policyholder who are not in any other class.
3:	All Auxiliary Reserve Law Enforcement Officers of the Policyholder who are not in any other class.
4:	All Part-Time Law Enforcement Officers of the Policyholder who are not in any other class.
5:	All Part-Time Firefighters of the Policyholder who are not in any other class.
6:	All Volunteer Firefighters of the Policyholder who are not in any other class.
7:	All Administrative, Clerical and Dispatchers of the Policyholder who are not in any other class.

Plan Benefits:	Limits:	Description:
Accidental Death	\$75,000	a) If an Insured is killed while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$75,000 will be paid b) If an Insured is killed as a result of an unlawful and intentional act by another person, an additional \$225,000 will be paid
Accidental Dismemberment	\$75,000	a) If an Insured suffers a dismemberment while: i) in fresh pursuit; or ii) responding to an emergency or what he reasonably believed to be an emergency; or iii) responding to a traffic accident; or iv) while enforcing what is reasonably believed to be a traffic law or ordinance; or v) in the case of firefighter, participating in a training exercise; an additional \$75,000 will be paid b) If an Insured is dismembered as a result of an unlawful and intentional act by another person, an additional \$225,000 will be paid
Burial	\$10,000	Maximum benefit for Class 1 Only
Day Care	\$2,000	Max Years: 2 Due to Accidental Death and Dismemberment
Education	\$2,000	Max Years: 2 Children or Spouse Undergraduate, Post Baccalaureate, Career Certificate
Medical Continuation	\$5,000	Due to Accidental Death

National Union Fire Insurance Company of Pittsburgh, PA (AIG)

PROPOSED STATUTORY ACCIDENT INSURANCE (Continued)

Benefits Applicable to Class 2 Only		
Plan Benefits:	Limits:	Description:
Death by Cancer or the treatment of Cancer (Active Full-Time Firefighters Only, No Retirees)	\$75,000	If an Insured Full-Time Firefighter suffers death as a result of Cancer or the treatment of Cancer, provided the Full-Time Firefighter, upon a diagnosis of Cancer: a) has been employed by his or her employer for at least 5 continuous years b) has not used tobacco products for at least the preceding 5 years; and c) has not been employed in any other position in the preceding 5 years which is proven to create a higher risk for any Cancer.
Cancer Diagnosis Lump Sum Benefit (Active Full-Time Firefighters Only, No Retirees)	\$25,000	Upon an initial diagnosis of Cancer of an Insured Full-Time Firefighter, provided the Full-Time Firefighter: a) has been employed by his or her employer for at least 5 continuous years b) has not used tobacco products for at least the preceding 5 years; and c) has not been employed in any other position in the preceding 5 years which is proven to create a higher risk for any Cancer. Once this benefit becomes payable to an Insured Full-Time Firefighter for any Cancer, no benefit is payable to that Insured for any other initial diagnosis of Cancer under the Florida Cancer Diagnosis Lump Sum Benefit. This benefit will not apply to a Full-Time Firefighter who receives medical benefits under Florida Statutes Chapter 440 - Workers' Compensation.

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Exposures:	Expiring:	Renewal:
Property Values	\$ 28,426,835	\$ 30,176,225
Inland Marine Values	\$ 1,864,694	\$ 1,864,694
Vehicle / Trailer Units	71	72
Employee Count - Liability - FT	97	119
Employee Count - Liability - PT	30	34
Volunteers	13	13
Payroll - Liability / Work Comp	\$ 6,879,163	\$ 7,944,454
Experience Modifier	1.37	1.25

Premiums:	Annualized Expiring:	Renewal:
Package includes:		
Property	\$ 388,448.88	\$ 366,248.00
Inland Marine	\$ 13,831.00	\$ 12,848.00
Crime	\$ 1,186.00	\$ 1,187.00
General Liability	\$ 204,022.00	\$ 187,673.00
Drone Liability	Included	Included
Law Enforcement Liability	\$ 28,252.00	\$ 34,724.00
Deadly Weapon Protection Liability	Included	Included
Public Officials&Employment Practices Liability	\$ 71,703.00	\$ 82,018.00
Cyber Liability	\$ 5,541.00	\$ 6,095.00
Automobile Liability	\$ 36,973.00	\$ 36,952.00
Automobile Physical Damage	\$ 19,404.00	\$ 20,588.00
Fees / Surcharges / Taxes	NA	NA
Workers Compensation	\$ 209,058.00	\$ 220,780.00
Expense Constant	\$ 160.00	\$ 160.00
Pollution Liability - Premises / Storage Tanks	\$ 17,619.00	\$ 18,819.00
Fees / Surcharges / Taxes	\$ 35.00	\$ 35.00
Accidental Death & Dismemberment - Basic	\$ 2,574.00	\$ 2,574.00
Fees / Surcharges / Taxes	NA	NA
Accidental Death & Dismemberment - Statutory	\$ 2,820.00	\$ 2,820.00
Fees / Surcharges / Taxes	NA	NA
Total Proposed Premiums	\$ 1,001,626.88	\$ 993,521.00

PAYMENT PLAN OPTIONS:

Line of Coverage:	Carrier:	Billing:	Payment Option:
Package	Preferred	Agency Bill	• Annual premium id due in full.
Work Comp	Preferred	Direct Bill	• 25% Down and balance in 9 equal installments.
Pollution Liability	Chubb	Agency Bill	• Annual premium is due in full.
ADD – Basic	AIG	Agency Bill	• Annual premium is due in full.
ADD – Statutory	AIG	Agency Bill	• Annual premium is due in full.

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

Payment is due within 10 days of binding.

As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

BINDING SUBJECTIVITIES

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Package	<i>Preferred</i>	• Fully completed, signed, dated, and initialed carrier specific application • Signed and dated Auto UM form • Signed and dated carrier quote signature page • During the proposed Coverage Agreement period, we will not charge additional premium for a single location or total site locations acquired or newly constructed during the year with values less than \$15,000,000. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement, then additional annual premium will be invoiced by endorsement. For two (2) year coverage periods, additional premium will be charged on the second annual installment for locations added during the first year of the coverage agreement. • The quote presented herein is an all or nothing quote. No single line of coverage may be bound without the support of the other lines and WC Coverage Agreement.
Work Comp	<i>Preferred</i>	• Signed, dated and initialed carrier specific application • Fully completed, signed, and dated Drug Free Workplace Credit application • Fully completed, signed, and dated Safety Workplace Credit application • Conditional upon binding package coverage • The Trust requires that the Member maintains valid and current certificates of workers' compensation insurance on all work performed by persons other than its employees. • If NCCI re-promulgates a mod, we will honor the mod as promulgated. If the mod changes during the fund year, we reserve the right to apply a correct mod back to the inception date of the Coverage Agreement.
Pollution Liability	Chubb	• Fully completed, signed, and dated carrier specific application matching coverage bound. • Terrorism Rejection form; If Applicable
ADD – Basic	AIG	• Fully completed, signed, and dated carrier specific application matching coverage bound.
ADD – Statutory	AIG	• Fully completed, signed, and dated carrier specific application matching coverage bound.

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
XV to I = Largest to smallest rating

	Line of Coverage:	Carrier:	Rating for Stability:	Rating for Assets / Surplus:
***	Package	Preferred Governmental Insurance Trust	Not Rated	
***	Work Comp	Preferred Governmental Insurance Trust	Not Rated	
**	Pollution Liability	Illinois Union Insurance Company (Chubb)	A++	XV
	ADD – Basic	National Union Fire Insurance Company of Pittsburgh, PA (AIG)	A	XV
	ADD – Statutory	National Union Fire Insurance Company of Pittsburgh, PA (AIG)	A	XV

**** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.**

***** PGIT is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. However, PGIT's excess of loss policies list every individual member a named insured, giving every member direct access to the insurance company of payment of claims.**

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide	
<i>Secure</i>	<i>Vulnerable</i>
A++, A+ (Superior)	B, B- (Fair)
A, A- (Excellent)	C++, C+ (Marginal)
B++, B+ (Good)	C, C- (Weak)
	D (Poor)
	E (Under Regulatory Supervision)
	F (In Liquidation)
	S (Suspended)

Financial Size Category Guide	
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
I	Less than 1
II	1 to 2
III	2 to 5
IV	5 to 10
V	10 to 25
VI	25 to 50
VII	50 to 100
VIII	100 to 250
<i>Class</i>	<i>Adj. PHS (\$ Millions)</i>
IX	250 to 500
X	500 to 750
XI	750 to 1,000
XII	1,000 to 1,250
XIII	1,250 to 1,500
XIV	1,500 to 2,000
XV	2,000 or greater

***Preferred* Governmental Insurance Trust Excess Insurance Structure**

To protect members of the fund from large losses and to protect the financial security of the fund, the *Preferred* Governmental Insurance Trust (*Preferred*) board of trustees has elected to purchase an extremely conservative excess of loss insurance structure. We stress *Preferred*'s excess of loss structure because an excess structure provides *Preferred* members several levels of protection that reinsurance does not.

Foremost among these is the fact that *Preferred*'s excess of loss policies list every individual member as a named insured, giving every member direct access to the insurance company for payment of claims. Reinsurers are only responsible to the trust itself. Therefore, if a trust became financially troubled, there is no guarantee from an insurance company that any individual claim will be paid or even that a reimbursement will go towards the originating claim.

Preferred is a non-assessable Trust authorized under Florida Statue and is not rated by AM Best. *Preferred* is not protected by the Florida Guarantee Association in the event it becomes unable to meet its claims payment obligations. *Preferred* members are not constrained by notice requirements or punitive run-off claims costs to exit. *Preferred* is a non-admitted pool in the state of Florida.

PRU – Public Risk Underwriters

Public Risk Underwriters, as part of Brown & Brown, Inc., is one of the premier insurance service organizations for public entities in the United States. Our exclusive focus and in-depth understanding of the unique risk exposures and operating environment of the public sector allows us to tailor customized products and services to meet our clients' needs.

PGCS – *Preferred* Governmental Claim Solutions

PGCS is dedicated to exclusively serving Florida governmental agencies. PGCS administers and closely controls all claims from start to finish. This team of full-time, licensed adjusters understands federal laws and state statutes governing actions against public entities. A toll-free telephone number is provided to facilitate reporting of claims

Preferred Governmental Insurance Trust
MUNICIPALITY PRELIMINARY EXCESS INSURANCE STRUCTURE 24-25

*Please note this is a preliminary structure. We are still in the midst of negotiating our excess renewals. This is the most likely structure and carrier list available based on the information at this time.

Statutory Limits	All Property Insured by Trust										
	\$330,000,000 Total Limit										
Arch Insurance Company	Municipal Umbrella \$180,000,000				\$100,000,000	\$2,000,000	\$1,000,000	Higher Limits Available \$1,000,000 Per Occurrence Limit			
\$1,000,000	Sublimits Including: \$180,000,000 EM \$180,000,000 Flood		School Umbrella \$50,000,000 Sublimits Including: \$50,000,000 EM \$50,000,000 Flood		Travelers	Indian Harbor Insurance Co.	Lloyds	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	Princeton Excess & Surplus Lines Insurance Co.	
Fortegra Specialty											
	Aspen Canopus Chubb Convex Fidelis Houston Ironshore Lancashire	Lexington Lloyds Markel RSUI Starr StarStone SwissRe Westfield	Aspen Canopus Convex Fidelis Ironshore Kinsale	Lancashire Lexington Lloyds RSUI StarStone SwissRe							
\$1,000,000 Retention	Combined \$100,000,000 Primary										
	Sublimits Including: \$100,000,000 each for IM, BI, & EE \$100,000,000 Earth Movement \$100,000,000 Flood										
	Ace AWAC Axis Beazley Berkshire Canopus Convex Fidelis										
	Lancashire Lexington Lloyds Princeton RSUI Starr Velocity Westfield										
	\$25,000 AOP				\$25,000	\$250,000 Retention	\$10,000 Retention				
Workers' Compensation	Property Inland Marine and Automobile PD				Equipment Breakdown	Cyber Liability	Active Assailant	Automobile Liability	General Liability	Law Enforcement Liability	Public Officials & Employment Practices

**Preferred Governmental Insurance Trust
Municipality Excess Insurance Structure 24-25**

Carrier	A.M. Best Rating	Status
Allied World Assurance Company U.S. (AWAC)	A XV	Non-admitted
Arch Insurance Co	A+ XV	Admitted
Aspen Specialty Insurance Co	A XV	Non-admitted
AXIS Surplus Insurance Company	A XV	Non-admitted
Beazley Excess and Surplus Insurance, Inc	A XV	Non-admitted
Canopus US Insurance, Inc	A- XII	Non-admitted
Chubb Bermuda Insurance Ltd	A++ XV	Non-admitted
Convex Insurance UK Limited	A XV	Non-admitted
Evanston Insurance Co	A XV	Non-admitted
Fidelis Underwriting Limited	A XV	Non-admitted
Fortegra Specialty Insurance Co	A- IX	Non-admitted
Houston Specialty Insurance Co	A- X	Non-admitted
Indian Harbor Insurance Co	A+ XV	Non-admitted
Ironshore Specialty Insurance Co	A XV	Non-admitted
Kinsale Insurance Company	A XII	Non-admitted
Lancashire Insurance Company (UK) Limited	A XIII	Non-admitted
Landmark American Insurance Co	A++ XIV	Non-admitted
Lexington Insurance Co	A XV	Non-admitted
Lloyds	A XV	Non-admitted
National Fire and Marine Insurance Co	A++ XV	Non-admitted
Princeton Excess and Surplus Lines Insurance Company	A+ XV	Non-admitted
Starr Surplus Lines Insurance Co	A XV	Non-admitted
StarStone Specialty Insurance Co	A- XII	Non-admitted
Swiss Re Insurance Co	A+ XV	Non-admitted
Travelers Indemnity Co	A++ XV	Non-admitted
Velocity Specialty Insurance Co	A- XII	Non-admitted
Westchester Surplus Lines Insurance Co	A++ XV	Non-admitted
Westfield Specialty Insurance Co	A XV	Non-admitted

This is a summary of the excess structure and is for illustrative purposes only. It is not intended to provide full details regarding retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

Coverage placed with carriers that are non-admitted does not have the protection of the Florida Insurance Guaranty Act retentions, limits, sub-limits and aggregates. Please refer to your coverage agreement for details of applicable coverage.

NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Florida – Daytona Beach, and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

- Brown & Brown presented other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from A.M. Best Company, but we were unable to secure such a quote.
- Coverage is being placed through ***Preferred Governmental Insurance Trust (“Preferred”)***, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such ***Preferred*** is not rated by the A.M. Best Company.
- ***Preferred*** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like ***Preferred*** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from ***Preferred*** and agree to abide by the conditions of membership established by ***Preferred***.
- You should consider the information provided, including the ***Preferred*** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: City of Flagler Beach
Policy Number: TBD
Policy Period: 10/01/2025 to 10/01/2026
Date of Notice: Date of this proposal

* A.M. Best Rating Guide: Rating for Stability: A++ to D = Highest to lowest rating
Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating

**STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

At my direction, Brown & Brown of Florida, Inc. – Daytona has placed my coverage in the surplus lines market. As required by [Florida Statute 626.916], I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the [Florida Insurance Guaranty Association] with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

City of Flagler Beach
Named Insured

Signature of Insured’s Authorized Representative Date

Printed Name of Authorized Representative Date

Illinois Union Insurance Company (Chubb)
Name of Excess and Surplus Lines Carrier

Pollution Liability – Premises / Storage Tanks
Type of Insurance

10/01/2025
Effective Date of Coverage

Don Sciotto W088665
Producing Agent Name License Number

APPENDIX



Brown & Brown
INSURANCE®

INSURANCE COVERAGE REVIEW

Insured:

Policy

Term Date:

Please advise if quotations for increased limits of liability or for any coverage listed below are requested:

E = Exposure; C = Coverage through Brown & Brown (if indicated with an "L", such coverage is being provided on a limited basis through an extension or enhanced endorsement and not by a stand-alone coverage form); Q = Quote for Limited or Uncovered

If coverage placed through another agent or broker and/or insured declines to discuss, mark section **CLIENT DECLINED QUOTE**

	E	C	Q
	Y/N	Y/L/N	Y/N
PROPERTY			
Buildings			
Business Personal Property			
Personal Property of Others			
Tenants Improvements & Betterments			
Business Income/Rental Income			
Extra Expense			
Leaseholder's Interests			
Boiler & Machinery (Equipment Breakdown)			
Building Ordinance or Law			
A. Loss to Undamaged Portion of Bldg			
B. Demolition Cost			
C. Increased Cost of Construction			
Earthquake			
Difference in Conditions			
Flood (Primary)			
Flood (Excess)			
Wind			
Off Premises Power Interruption			
Overhead Transmission Lines			
Glass			
Spoilage			
Mold / Fungi			
EIFS			
AUTOMOBILE			
Auto Liability			
Auto Physical Damage			
Drive Other Car Liability			
Drive Other Car Physical Damage			
Hired & Non Owned Liability			
Hired Car Physical Damage			
PIP: Ext Additional, Broad			
Rental Reimbursement (Private Passenger)			
Rental Reimbursement (Commercial Vehicles)			
Uninsured/Underinsured Motorist (Primary)			
Garage Liability			
Garage Keepers Liability			
Garage Keepers Physical Damage			
Trucker's Liability			
Unladen Liability			
Trucker's Physical Damage			
Trailer Interchange			

	E	C	Q
	Y/N	Y/L/N	Y/N
CRIME			
Employee Dishonesty (1st Party)			
Employee Dishonesty (3rd Party)			
Computer Fraud/Funds Transfer			
Forgery or Alteration			
Social Engineering			
Money & Securities			
ERISA Bond			

	E	C	Q
	Y/N	Y/L/N	Y/N
LIABILITY			
General Liability			
Liquor Liability			
Employee Benefits Liability			
Errors & Omissions Liability/Professional			
Cyber Liability (1st Party)			
Cyber Liability (3rd Party)			
Intellectual Property			
Directors & Officers Liability			
Fiduciary Liability			
Employment Related Practices Liability			
Third Party Discrimination			
Owners/Contractors Protective Liability			
Pollution Liability (1st Party)			
Pollution Liability (3rd Party)			
Products Liability			
Product Recall			
Warehouse (or Bailee's) Legal Liability			
Watercraft Liability (Hull & P +I)			
Mold / Fungi			
Umbrella / Excess Liability			
EIFS			
INLAND MARINE			
Accounts Receivable			
Valuable Papers			
Bailee Coverage			
Computer/EDP			
Contractor's / Mobile Equipment			
Signs			
Installation Floater			
Rented / Leased Equipment			
Motor Truck Cargo			
Ocean Cargo			
Transit / Transportation			
Builders Risk / Course of Construction			
WORKERS' COMPENSATION			
Workers' Compensation			
Other States			
USL&H / Jones Act			
Stop Gap Liability			
Excess Employers Liability			
AIRCRAFT			
Aviation – Owned			
Aviation - Non-Owned			

	E	C	Q
	Y/N	Y/L/N	Y/N
MISCELLANEOUS			
International / Foreign Exposures			
Kidnap & Ransom			
Travel Accident			
Credit Insurance			
Terrorism			
Subsidence/Sinkhole			

This list of insurance coverage is for information purposes only and is not meant to be a complete list for all your insurance needs. The above analysis is based solely on information provided by the client. Coverage indicated by an "L" reflects coverage provided on a limited basis which may not be as broad as coverage purchased on a stand-alone coverage form, and may include lower limits, sub-limits, or few covered perils.

Insured Representative's Name / Title

Date, Time & Location Process Was Completed With Insured

Brown & Brown Representative Signature

Public Risk Underwriters, Inc.

COMPENSATION DISCLOSURE

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

PRU is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the Coverage Term referenced above, your insurance was placed through Preferred Governmental Insurance Trust (Preferred). Preferred is an independent entity formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services.

Preferred has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services. Preferred has contracted with Public Risk Underwriters of Florida Inc. (PRU), a company owned by Brown & Brown, Inc., to administer Preferred's operations. The administrative services provided by PRU to Preferred include:

Underwriting / Coverage review / Marketing / Policy Review / Accounting / Issuance of Preferred Coverage Agreements / Preferred Member Liaison / Risk Assessment and Control

Pursuant to its contract with Preferred, Public Risk Underwriters of Florida Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 9.75% of the Preferred premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of Preferred members. The services provided by PGCS to Preferred may include:

Claims Liaison with Insurance Company / Claims Liaison with Preferred Members / Claims Adjustment

Pursuant to its contract with Preferred, PGCS receives a claims administration fee for those accounts which PGCS services of up to 3.85% of the non-property portion of the premiums you pay to Preferred.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of Preferred's insurance policies. The wholesale insurance broker may provide the following services to Preferred:

- ❖ Risk Placement
- ❖ Coverage review
- ❖ Claims Liaison with Insurance Company
- ❖ Policy Review
- ❖ Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 5% and 10% of the premiums you pay to Preferred for your coverage.

RELATED INFORMATION

Compensation. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>

LIABILITY TERMS

Contractual Liability - Extends coverage to liability assumed under contract. Applies to both oral and written agreements relating to named insured's business.

Personal Injury Liability & Advertising Injury Liability - Covers false arrest, detention or imprisonment, malicious prosecution, libel, slander, wrongful eviction or entry, or other invasion of the right of private occupancy.

Premises Medical Expense - Made if there is reason to believe that the resulting injury would not have occurred but for some condition on the insured premises or operations conducted by the insured. Negligence of the insured need not be established.

Fire Damage - Intended for tenant or lessee of a commercial building who does not agree under contract to be responsible for the building, or for that part of the building, which is in its care, custody or control. Coverage is for one peril, fire, when fire is the result of an insured's negligence.

Non-Owned Watercraft Liability Coverage - (Under 26 feet in length) Provides coverage for liability which arises from any watercraft as long as the watercraft is not owned by the insured nor being used to carry persons or property for a fee.

Limited Worldwide Coverage - Intended to extend the scope of "policy territories" to anywhere in the world. This is limited to the activities of any insured who is domiciled in the United States and the original suit for damage is brought within the United States, its territories, possessions, or in Canada.

Extended Bodily Injury Coverage - Amends definition of occurrence to include any intentional act by or at the direction of the insured, which results in bodily injury, but only if such bodily injury results from the use of "reasonable" force for purposes of protecting persons or property.

Newly Acquired Organizations - Automatic protection for newly acquired organizations until the new organizations are specifically added to the policy or 90 days, whichever occurs first.

Additional Persons Insured - Includes as insureds: (1) Any spouse of a partner concerning business activities of the partnership and (2) any employee of the named insured while acting within the scope of his or her duties. Does not apply to bodily injury or personal injury sustained by a fellow employee which occurs during the course of employment.

Employee Benefits - Provides coverage against damages because of a "Negligent Act" in the "Administration" of "your employee benefits program".

Liquor Liability - Provides coverage against claims for "damages" sustained by any person or organization if such liability is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

AUTOMOBILE TERMS

Owned Automobiles - Covers the liability arising out of the ownership, maintenance or use of automobiles.

Personal Injury Protections - Coverage is included for passenger vehicle under No-Fault Law provisions.

Uninsured Motorists - Protects insureds who are not contributory negligent against bodily injury caused by negligent underinsured or uninsured drivers and hit-and-run motorists.

Uninsured Motorists Coverage is offered in two different forms.

Non-Stacked UM - This will provide the limit of Uninsured Motorists coverage shown in the policy schedule, regardless of how many vehicles are owned.

Stacked UM - This will provide the sum of limit of Uninsured Motorists coverage shown in the policy schedule. If there is more than one covered auto, the limit of insurance for the accident would be the sum of the limits for all those owned autos which are covered autos. (If the limit is \$100,000 and there are three insured vehicles, the maximum paid would be the sum of the coverage, or \$300,000).

Stacked UM coverage is only available when the named insured is an individual; entities do not qualify for stacked coverage. Non-stacked UM coverage is available for both entities (corporations, partnerships, etc.) and individuals.

Hired Automobiles - Covers the liability for the use of hired automobiles in your business.

Non-Owned Automobiles - Covers the liability for the use of non-owned automobiles in your business. An example would be an employee using his/her own car on an errand for you.

Comprehensive - Pays for loss of, or damage to, automobiles from perils other than collision.

Collision - Pays for loss of, or damage to, automobiles from collision with another object or upset.

Broad Form Drive Other Car Coverage - Provides coverage for individual named on endorsement and spouse for use of non-owned car, sometimes referred to as "Borrowed Car" coverage. This should be purchased if you do not have a personal auto policy.

NOTE: These coverages may not apply in all states.

AUTOMOBILE SYMBOL DEFINITIONS

<u>Symbol</u>	<u>Description</u>
1	<i>Any Auto.</i>
2	<i>Owned Autos only.</i> Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	<i>Owned private passenger autos only.</i> Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	<i>Owned autos other than private passenger autos only.</i> Only those autos, you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	<i>Owned autos subject to no-fault.</i> Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	<i>Owned autos subject to a compulsory uninsured motorists law.</i> Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	<i>Specifically Described Autos.</i> Only those autos described in item three of the declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in item three).
8	<i>Hired Autos Only.</i> Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your employees or partners or members of their households.
9	<i>Non-owned Autos Only.</i> Only those "autos" you do not own, lease, hire, rent or borrow and that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

If symbol is not provided in summary, please refer to policy

WORKERS' COMPENSATION DEFINITIONS

PART A:

Workers' Compensation pays for all medically necessary remedial treatment, care, and attendance by a health care provider for as long as necessary to enable the employer to fully recover. There are no deductibles and no limits on payments.

Compensation for Disability is designed to partially reimburse the injured employee for inability to perform normal work, following a compensable injury.

There are specific classifications of disabilities:

- Permanent Total
- Temporary Total
- Permanent Impairment
- Temporary Partial

Compensation for death is payable if resulting within one year from the accident causing injury, or if it follows continuous disability and results from the accident within five years, thereafter the total amount that may be paid out over time is \$150,000.

PART B:

This coverage will pay for all sums which you are legally obligated to pay because of bodily injury by accident or disease sustained by any employee arising out of their employment. This coverage is distinct from any Workers' Compensation claim. Recent suits have been successfully based on a variety of grounds from a number of different parties including spouses and children.

"MONOPOLISTIC STATES INCLUDING A COMMONWEALTH IN ASSOCIATION WITH THE UNITED STATES STOP LOSS COVERAGE"

This endorsement is used to provide Part B - Employers Liability coverage for operations that are conducted in a monopolistic fund state. It is needed because Workers' Compensation policies written by these state fund do not provide this coverage.

Monopolistic States: North Dakota, Ohio, Washington, Wyoming, and Puerto Rico

The client must contact the above states directly to obtain Workers' Compensation coverage.

EXPERIENCE MODIFICATION FACTOR

For eligible risks, the National Council on Compensation insurance (NCCI) computes an experience modification which is a multiplier that must be applied to the manual premium for any eligible risk by any company insuring the risk.

Rating is based on the experience period which is the past three years, excluding the immediate preceding year. The experience period includes only completed policy periods within the three years.

Your experience modification applies for a period of one year from the effective date of it's promulgation.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager, Tyler DeBord at 386-239-5703 or email at Tyler.DeBord@bbrown.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Dustin Smurdon at 386-239-8889 or email at Dustin.Smurdon@bbrown.com



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From: Dale Martin, City Manager
Meeting Date: September 25, 2025
Item Name: Discussion 30% Design of the Beachwalk Project - Gabe Perdomo, Moffatt & Nichol.

Background:

The City was awarded a grant from the Flagler County Tourist Development Council (approximately \$750,000) for the design and construction of the Flagler Beach Beachwalk— the renovation of the facilities under the Pier 'A' frame (Phase I), the construction of an open-air deck (the "Promenade"; Phase II), and the reconstruction of the oceanfront boardwalk (Phase III). The grant is specifically related to the first two phases and requires a minimum match from the City (\$750,000).

City Commission direction is needed to move forward with the 30% design of the 'A' frame facilities. Mr. Gabriel Perdomo, Moffatt & Nichol, will be present to facilitate the design discussion.

Fiscal Impact:

As indicated, as a condition of the grant, the City is required to match the funding provided by the grant (minimum of \$750,000). The FY2025/2026 budget includes the appropriation for the Flagler Beach Beachwalk project (Pier Fund; approximately \$1,250,000).

Staff Recommendation:

Staff recommends that the City Commission develop and recommend a design for the 'A' frame facilities and authorize development of the 30% design plans.

Attachments:

None



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: September 25, 2025
Item Name: Resolution 2025-74. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award construction services to Sparks Concrete LLC, for the Street Paving projects throughout the City; approving a project budget in the amount of \$142,865.00; providing for funding, implementation, conflict, and an effective date.

Background:

The City of Flagler Beach has identified the need to resurface and pave designated city streets to improve roadway conditions to ensure public safety and extend the service life of its transportation infrastructure. Using a road assessment software, Public Works staff gathered and uploaded street data to determine the quality of roads throughout the City. Streets in the poorest condition were selected to be improved as part of this project, including:

- Palm Avenue from Springdale Drive to the end of the Cul-De-Sac
- South 26th Street from A1A to Lakeshore Drive
- North Flagler From Moody Blvd to North 2nd Street
- South Central from 21st Street to 23rd Street

Although the initial quote did not include the repaving of South Central, the City Commission directed staff to include S. Central.

With Request for Qualification (RFQ) 2025-1806, the City Commission, at its June 26, 2025 Regular Meeting approved the list of vetted vendors. The City's Public Works staff has evaluated the proposed improvements and determined that the project is in the public interest and consistent with the City's capital improvement goals. Staff have reviewed and vetted the contracts and references of Sparks Concrete, LLC.

Fiscal Impact:

Funding for the Project will be drawn from the General Fund paving reserve budget. The fee for the proposed service is \$142,865.00

Staff Recommendation:

Staff recommends approval of Resolution 2025-74, awarding the contract for Street Paving to Sparks Concrete, LLC, in the amount not to exceed \$142,865.00.

Attachments:

1. 2025-74
2. City of Flagler Beach and Sparks Concrete Construction Contract Contractor Signed
3. Sparks Concrete and Asphalt's updated Quote to City of Flagler Beach 1
4. Sparks Concrete and Asphalt's Quote to City of Flagler Beach 2
5. Sparks Bid Package - City of Flagler Asphalt Maintenance Services Project

RESOLUTION 2025-74

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO AWARD CONSTRUCTION SERVICES TO SPARKS CONCRETE LLC, FOR THE STREET PAVING PROJECTS THROUGHOUT THE CITY; APPROVING A PROJECT BUDGET IN THE AMOUNT OF \$142,865.00; PROVIDING FOR FUNDING, IMPLEMENTATION, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach has identified the need to resurface and pave designated city streets to improve roadway conditions, ensure public safety, and extend the service life of its transportation infrastructure; and,

WHEREAS, the City's engineering staff has evaluated the proposed improvements and determined that the project is in the public interest and consistent with the City's capital improvement goals; and,

WHEREAS, using road assessment software, the selected streets have been determined to be a high priority; and,

WHEREAS, City Staff reviewed and vetted the contract and references and recommends that the City Commission award the Street Paving project to Sparks Concrete, LLC; and,

WHEREAS, Funding for the Project will be drawn from the City's Paving Improvements Fund. The fee for the proposed service is \$142,865.00;

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

SECTION 1. The City Commission the execution of a contract with Sparks Concrete, LLC in an amount not to exceed \$142,865.00 to complete the aforementioned Street Paving project.

SECTION 2. Project costs shall be paid from the appropriated funds in the City's FY 2025/2026 budget, and the total project budget is established at \$142,865.00, which amount shall cover all labor, materials, and associated expenses for completion of the project.

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

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this

Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 25th day of September, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



CONSTRUCTION CONTRACT

THIS AGREEMENT is made by and between the **City OF FLAGLER BEACH**, a Florida municipal corporation whose address is 105 S. 2nd St., Flagler Beach, Florida 32136 (the “City”), and **Sparks Concrete LLC**, a **Limited Liability Company**, whose address is 3060 Steel Rail Drive, Bunnell, Florida 32110 (the “Contractor”).

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform **Street Paving** (hereinafter referred to as the “Project”); and

WHEREAS, on 7/15/2025, the City issued a **Request for Quotation**; and

WHEREAS, based on the qualifications, experience, and related certifications, affidavits, and submissions provided in Contractor’s submitted response, the City has selected Contractor to perform the construction services; and

WHEREAS, on 9/26/2025, the City issued a Notice of Intent to Award this Contract to Contractor; and

WHEREAS, Contractor has reviewed the services necessary to complete the Project and is qualified, willing, and able to provide and perform all such services in accordance the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties hereby agree as follows:

ARTICLE 1. **DEFINITIONS**

1.1 The terms used in this Contract, any amendment hereto and all Exhibits attached hereto, shall have the following meanings:

Applicable Law means all applicable federal, state and local laws, statutes, Codes, rules, regulations and ordinances, which are applicable to the Work.

Change means an agreed-upon modification to Contractor’s scope of Work that affects the Contract Price and/or the Contract Time.

Change Order means a written instrument signed by the City, Contractor, and the appropriate member of the Design Team, describing a Change and specifying any appropriate adjustments in the Contract Price and/or the Contract Time.

City means the City of Flagler Beach, Florida.

City’s Representative means **Dale Martin, City Manager**, or its successor designated in writing.



Codes mean building and other codes applicable to the Project.

Construction Change Directive means a written directive to perform Work that is issued unilaterally by City.

Contract means this Construction Contract and all Exhibits, and all amendments thereto.

Contract Documents mean the documents identified in Section 5 of this Contract.

Contract Price means Contractor's compensation for performing the Work.

Contract Time means the period of time for performance of the Work as indicated in the approved Project Schedule, and any subsequent revisions thereto approved by City by Change Order.

Contractor means Sparks Concrete LLC.

Day means a calendar day.

Design Team means, collectively, any architect, engineer, and/or consultant hired by the City, if any, to provide design services in connection with the Project.

Final Completion means that Contractor has satisfactorily completed all of the Work and that the requirements for the City's final acceptance have been met.

Governmental Authority means any federal, state, local and quasi-governmental agency having jurisdiction over the Project.

Notice to Proceed means a written notice from the City directing Contractor to proceed with Work which establishes the beginning of the construction phase of the Project.

Party or Parties means the City or Contractor or both, respectively, to this Contract.

Project means the Street Paving.

Site means Locations as stated in Quotes. Exhibit A/B.

Subcontract means a written agreement, in a form acceptable to the City, between Contractor and a Subcontractor. The term "Subcontract" also includes Purchase Orders.

Subcontractor means a person or entity having a Subcontract directly with Contractor to perform a portion of the Work or to supply materials and/or equipment. The term "Subcontractor" also includes suppliers.

Substantial Completion means the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the City, the Work (or a specified part



thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Work means all work to be performed by Contractor under the Contract Documents, and includes all labor, materials, equipment, supplies, supervision and administration of the Work provided under the terms of this Contract.

ARTICLE 2. **SCOPE OF WORK**

- 2.1 Contractor agrees to diligently provide all construction services, materials, and labor (the “Work”) for the performance of *Street Paving*, in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. The Work shall be completed in accordance with the plans and specifications on file with the City of Flagler Beach, the receipt of which is hereby acknowledged and which are incorporated herein by this reference.

ARTICLE 3. **TERM**

- 3.1 This Contract shall commence immediately upon execution by both Parties and shall continue through completion of the Project, in accordance with the Project Schedule.

ARTICLE 4. **CONTRACT PRICE**

- 4.1 The City shall pay Contractor for the construction services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed *One Hundred Forty-Two Thousand, Eight Hundred and Sixty-Five Dollars (\$142,865.00)* (referred to herein as the “Contract Price”).

ARTICLE 5. **CONTRACT DOCUMENTS**

- 5.1 **Contract Documents Identified.** The Contract Documents, which comprise the entire agreement between the City and Contractor and which are made a part hereof by this reference, shall consist of the following:
- 5.1.1 This Contract, including all the Exhibits and amendments hereto.
 - 5.1.2 Plans, specifications, and related documents prepared by Design Team Members, and approved in writing by the City, upon which the Contract Price is based.
 - 5.1.3 The following which may be delivered or issued on or after the Effective Date of this Contract and are not attached hereto:
 - A. Notice to Proceed.
 - B. Construction Change Directives.
 - C. Change Orders.



D. Field Orders.

- 5.2 **Intent.** The intent of the Contract Documents is to include within Contractor's scope of Work the obligation to perform and provide all labor, supervision, materials and supplies, tools, equipment, permits, licenses, taxes, insurance approvals, transportation, testing and field surveying, and other services and items as are necessary to satisfactorily complete the Work. Matters not expressly included in the Contract Documents, but which are reasonably inferable therefrom as being necessary to produce Work in accordance with the Contract Documents, shall be deemed included as part of the Work.

ARTICLE 6. CONTRACT TIME; LIQUIDATED DAMAGES

- 6.1 **Commencement of Contract Times.** The Contract Time shall commence on the day indicated in the Notice to Proceed issued by the City. No Work shall be done prior to such date.
- 6.2 **Time for Performance.** Contractor shall achieve Substantial Completion and Final Completion within the timeframes specified in the Contract Documents, or as extended by approved Change Orders.
- 6.3 **Time is of the Essence.** Contractor acknowledges that the timely performance of the Work in accordance with the Project schedule is "of the essence" of this Contract. This "time of the essence" requirement shall apply to all dates, time limits, and time requirements including, but not limited to, the Substantial Completion date, set forth in this Contract and in the Project Schedule.
- 6.4 **Liquidated Damages.**
- 6.4.1 The Parties acknowledge that Contractor's failure to complete the Work within the Contract Time will result in damages that are difficult to accurately determine. Therefore, if Contractor fails to achieve Substantial Completion or Final Completion within the contractually specified time, or any extension thereof granted pursuant to the Contract, the City shall assess liquidated damages as follows: \$500 per day every day after agreed upon completion date.
- 6.4.2 The Parties agree that the liquidated damages are not a penalty, but a reasonable estimate of actual damages incurred due to delayed completion, including additional administrative, inspection, and oversight costs.
- 6.4.3 Liquidated damages may be deducted from any progress payment or retainage due to Contractor. If the unpaid contract balance is insufficient, Contractor shall be liable for the excess amount.

ARTICLE 7. PAYMENT PROCEDURES

- 7.1 **Invoices.** Contractor shall submit invoices for progress payments in a format acceptable to the City, including a detailed breakdown of Work completed, materials provided, and authorized change orders. Each invoice shall be accompanied by supporting documentation,



which may include Subcontractor and supplier payment affidavits, certified payroll records (if applicable), and/or any other information required by the City. The City may reject any invoice that is incomplete, incorrect, or lacks sufficient documentation, in which case Contractor shall resubmit a corrected invoice.

7.2 **Billing Address.** Unless otherwise agreed to in writing by both Parties, Contractor shall submit invoices to: **Building Department, City of Flagler Beach, 800 S. Daytona Avenue, Flagler Beach, FL 32136,**

7.3 **Progress Payments.** The City shall make periodic payments to Contractor based on the percentage of Work completed. Payments shall be made in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*) upon the City's receipt of a properly submitted invoice.

7.4 **Retainage.**

7.4.1 In accordance with § 255.078, F.S., the City shall retain five percent (5%) of each progress payment as retainage; provided, however, the City may approve full payment to certain suppliers and Subcontractors when such payment is generally the practice of the industry. Once the Project reaches fifty percent (50%) completion, as determined by the City, the retainage may be reduced for subsequent progress payments, provided Contractor is performing satisfactorily.

7.4.2 Within ten (10) Days after receiving retainage from the City, Contractor shall remit the appropriate retainage amount to each Subcontractor or supplier whose labor, services, or materials were included in the payment. Contractor shall not withhold retainage from Subcontractors or suppliers in excess of the percentage withheld by the City unless otherwise agreed to in writing. Failure to comply with this provision may result in penalties or withholding of future payments.

7.5 **Final Payment.**

7.5.1 In accordance with § 255.078, *Florida Statutes*, upon Final Completion, the City shall pay Contractor the remaining contract balance, including all retainage previously withheld, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete any outstanding punch list items.

7.5.1 The City's acceptance of Contractor's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the City may have arising out of the Contractor's performance of services under this Contract. The City expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.

7.6 **Interest.** All amounts not paid when due shall bear interest at the rate of not more than two percent (2%) per annum.



ARTICLE 8. **CONTRACTOR'S REPRESENTATIONS**

8.1 Contractor hereby represents the following:

- 8.1.1 Contractor is familiar with the nature and extent of the Contract Documents, work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress, or performance of the Work.
- 8.1.2 Contractor has visited the Project Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 8.1.3 Contractor has investigated and is fully informed of the construction and labor conditions, of obstructions to be encountered, of the character, quality, and quantities of the Work to be performed, materials to be furnished, and requirements of the plans and other Contract Documents.
- 8.1.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Project Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents, with respect to technical data in such reports and drawings.
- 8.1.5 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Project Site; information and observations obtained from visits to the Project Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs. Contractor accepts full responsibility for, and waives all claims for additional compensation relating to, existing conditions at the Site.
- 8.1.6 Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8.1.7 Contractor is aware of the general nature of work to be performed by City and others, if any, at the Project Site that relates to the Work as indicated in the Contract Documents.
- 8.1.8 Contractor has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Project Site conditions and the Contract Documents, and the



written resolution thereof by the appropriate Design Team member, as identified by the City, is acceptable to Contractor.

- 8.1.9 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 8.1.10 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9. CITY'S RESPONSIBILITIES

- 9.1 **City's Representative.** The City shall designate in writing a representative who is authorized to act on behalf of the City with respect to the Project. The City's Representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work.
- 9.2 **Information and Services.** The City shall furnish, at its expense, the services, information, surveys, and reports required for Contractor to complete the Work. Contractor shall be entitled to rely on the accuracy and completeness of information furnished by the City but shall exercise precautions relating to the safe performance of the Work.

ARTICLE 10. CONTRACTOR RESPONSIBILITIES

- 10.1 The Contractor shall be solely responsible for reviewing, understanding, and complying with all requirements, specifications, drawings, and conditions set forth in the Scope of Work. It is the Contractor's obligation to verify the scope of work, site conditions, and all applicable codes and regulations prior to submitting a bid or commencing work. No claims for additional compensation or time extensions will be allowed due to the Contractor's failure to examine the Scope of Work Documents in its entirety or to clarify any discrepancies prior to quoting. All obligations, duties, and responsibilities of the Contractor are as more fully described in the Scope of Work, which is incorporated herein by reference.

ARTICLE 11. INSURANCE; INDEMNITY

- 11.1 **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees and costs through appeal, but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and/or persons employed or utilized by Contractor in the performance of this Contract. The City shall be entitled to recover actual reasonable attorneys' fees and reasonable court costs and all other costs, expenses, and liabilities incurred and/or suffered by the City in any action brought to enforce all or any part of this Section. Contractor's obligations under this Section shall in no way limit the City's other rights and remedies under this Contract. Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the City, as set forth in § 768.28, *Florida Statutes*.



- 11.2 **Insurance.** Contractor shall not commence any construction Work in connection with this Contract until all required insurance policies have been obtained and approved by the City. Similarly, Contractor shall not permit any Subcontractor to commence Work until the Subcontractor has obtained and received approval for all required insurance. All insurance policies shall be issued by insurers that are qualified and authorized to do business in Florida. Contractor's failure to maintain coverage as required herein shall not relieve Contractor of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the City's approval of insurance coverage to be maintained by Contractor and any Subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor and the Subcontractors under a contract.

ARTICLE 12. TERMINATION

12.1 Termination by Contractor.

- 12.1.1 If: (A) without good cause, the City shall fail for a period of 30 Days after the due date to make payment on the undisputed portion of any approved Contractor invoice; or (B) if the Work shall have been suspended: (i) by the City for a period in excess of one hundred twenty (120) Days; or (ii) for a period in excess of one hundred eighty (180) Days under an order of any court or other public authority having jurisdiction over the Work or the Project or as a result of an act of any Governmental Authority such as, for example, a declaration of national emergency making materials unavailable through no act or fault of Contractor, then Contractor immediately shall serve City with written notice thereof.

- 12.1.2 If the City shall fail: (1) to cause all such undisputed portions of such invoice to be paid within 30 Days after such notice; or (2) if the delay described in Section 11.1.1(B) above shall continue more than thirty (30) Days after receipt of such notice, then this Contract may be terminated by Contractor by written notice to the City setting forth the date of termination, which date shall not be sooner than fourteen (14) Days after the date of the second notice. If, within said fourteen-Day (14) period, the matter giving rise to Contractor's right to terminate this Contract shall not have been cured or discontinued, this Contract shall be deemed to be Terminated for Convenience, and Contractor shall be compensated in the manner and to the extent set forth in Section 11.4. hereof.

- 12.2 **City's Right to Perform CM's Obligations.** If Contractor fails to fulfill any obligations under this Contract, including obligations to perform Work using Contractor's own forces or Subcontractors, the City may, upon providing seven (7) Days' written notice to Contractor, remedy such deficiencies. The cost incurred by the City to address and correct these deficiencies shall be deducted from the Contract Price.

12.3 Termination by the City for Cause.

- 12.3.1 The occurrence of any one of the following events shall constitute a "For-Cause Event" by Contractor under this Contract. If Contractor:



- A. Is adjudged bankrupt.
 - B. Makes a general assignment for the benefit of Contractor's creditors.
 - C. Has a receiver appointed on account of Contractor's insolvency.
 - D. Repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.
 - E. Fails to commence or diligently pursue the Work in accordance with Project Schedule, if applicable, or otherwise within the time specified in the Contract Documents.
 - F. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between Contractor and the Subcontractors or suppliers.
 - G. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction.
 - H. Refuses to allow public access to any documents, papers, letters, or other material made or received by Contractor in conjunction with this Contract that are subject to the provisions of Chapter 119, *Florida Statutes*.
 - I. Is otherwise in breach of a material provision of this Contract.
- 12.3.2 Under any of the above referenced circumstances, the City may, without prejudice to any right or remedy of the City and after providing Contractor and Contractor's surety, if any, seven (7) Days' written notice, terminate this Contract and may, subject to any prior rights of the surety, take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the Project by whatever reasonable method the City may deem expedient.
- 12.3.3 If the City terminates this Contract for cause pursuant to this Section, Contractor shall not be entitled to receive further compensation until the Work is finished. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for any Design Team member services, if any, and expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to Contractor. If such costs and damages exceed the unpaid balance, Contractor shall pay the difference to the City. Reasonable termination expenses incurred by the City may be deducted from any unpaid balance owed to Contractor, excluding monies owed to Contractor for subcontract Work.
- 12.3.4 If any termination by the City is later determined to have been improper or unjustified, such termination shall nonetheless be deemed and considered for all purposes a termination for convenience.
- 12.4 Termination by City for Convenience.**



- 12.4.1 The City, at any time and for any reason whatsoever in City's sole discretion, may terminate this Contract for City's convenience. Any such Termination for Convenience shall be affected by delivering to Contractor a written notice of Termination for Convenience at least ten (10) Days prior to the effective date thereof, specifying the date upon which the Termination for Convenience shall become effective and identifying any specific portion of the Work to be completed by Contractor prior to such effective date. Upon receipt of the City's written notice of Termination for Convenience, Contractor shall:
- A. Cease operations as directed by the City in the notice.
 - B. Take actions reasonably necessary, or as directed by the City, to protect and preserve the Work.
 - C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.
- 12.4.2 In the event of the City's Termination for Convenience, the City shall pay Contractor for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.
- 12.4.3 In the event of a Termination for Convenience, Contractor shall be paid by City for: (A) the unpaid portion of the Contract Price relating to Work properly executed in accordance with this Contract up to the effective date of the Termination for Convenience and (B) reasonable, documented demobilization costs incurred as a direct result of the Termination for Convenience. In no event shall Contractor be entitled to any compensation for consequential or indirect damages, including but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination.
- 12.4.4 The remedy provided under this Section shall be Contractor's exclusive remedy under this Contract against the City for Termination for Convenience. In the event any termination for cause or default of Contractor pursuant to this Contract is later determined to have been improper, such termination or default shall be automatically converted to a Termination for Convenience under this Section and Contractor shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 13. MISCELLANEOUS

- 13.1 **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter through good faith negotiations. Any Party may initiate the negotiation process by providing written notice to the other Party, outlining the nature of the dispute. If the Parties are unable to resolve the dispute within thirty (30) Days of such notice, either Party may proceed to resolve the matter through litigation in a court of competent jurisdiction as defined in



Section 12.2 below. Each Party reserves all rights and remedies available under applicable law.

- 13.2 **Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either Party to initiate legal action regarding this Contract, venue shall lie in the state or federal courts having jurisdiction in Volusia County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

- 13.3 **Notice.** All notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

City: City of Flagler Beach
Attn: City Manager
105 South 2nd St.
Flagler Beach, Florida 32136

Contractor: Sparks Concrete LLC
Attn: William Sparks
3060 Steel Rail Drive
Bunnell, Florida 32110

- 13.4 **Project Records/Audit.** Throughout the term of the Contract, Contractor shall maintain, and require Subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract (the "Records"). Such Records shall be available at all reasonable times for examination and audit by City or any authorized City representative upon reasonable notice and shall be maintained for the longer of (1) five years following final payment or (2) the conclusion of all audits and litigation (including all appeals) arising out of or relating to the Contract. Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to City of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of City. Contractor's refusal to comply with the provisions of this paragraph may be grounds for termination of the Contract for cause by City.

- 13.5 **Consequential Damages.** The Parties mutually waive all claims for consequential damages, except to the extent paid for by insurance maintained for this Project.

13.6 **Public Records.**

13.6.1 Pursuant to § 119.0701, *Florida Statutes*, Contractor agrees to:

- A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of services under this Contract.



- B. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that any 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 until the records are transferred to City.
- D. Upon the termination or natural expiration of this Contract, either transfer, at no cost to City, all public records in Contractor's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

13.6.2 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: POVERSTREET@CityOFFLAGLERBEACH.COM; (386) 517-2000; 105 SOUTH 2ND ST., FLAGLER BEACH, FLORIDA 32136.

13.6.3 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

13.6.4 Contractor acknowledges that Contractor's failure or refusal to comply with the provisions of this Paragraph shall result in the immediate termination of this Contract by City and other penalties as provided by law.

13.7 **E-Verify.** Pursuant to § 448.095(5), *Florida Statutes*, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all Subcontractors performing work under the Contract to use the E-Verify system for any newly hired employees. Contractor shall obtain from each Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the Subcontractor is in compliance with § 448.095, *Florida Statutes*. Contractor shall retain a copy of the affidavit(s) for the duration of the Contract and provide it to City upon request. Contractor hereby affirms that it is registered with the E-Verify system and is in full



compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this paragraph, including failure to secure and retain Subcontractor affidavits, may result in immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and other penalties as provided by law.

- 13.8 **Scrutinized Companies.** In accordance with § 287.135, *Florida Statutes*, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or Subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of the Contract, Contractor shall immediately notify City. Contractor acknowledges that failure to comply with this paragraph, including any false certification, may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and may subject Contractor to civil penalties and other remedies available under the law.
- 13.9 **Public Entity Crime.** In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with City, nor be allowed to enter into a subcontract for work under the Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby certifies that neither Contractor nor any of Contractor's affiliates or Subcontractors are on the convicted vendor list. Contractor shall notify City immediately if Contractor or any affiliate or Subcontractor is placed on the convicted vendor list at any time during the term of the Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law.
- 13.10 **Conflict of Interest.** Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein
- 13.11 **Human Trafficking.** In accordance with § 787.06, *Florida Statutes*, Contractor hereby certifies that Contractor does not use coercion for labor or services, as those terms are



defined in § 787.06, *Florida Statutes*, and that Contractor has provided to City the Human Trafficking Affidavit, attached hereto as **Exhibit X**, and incorporated herein by reference.

- 13.12 **Equal Opportunity Employer.** Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. Contractor agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to the Contract and will take reasonable steps to ensure compliance with such provision by its Subcontractors.
- 13.13 **Drug-Free Workplace.** Contractor hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. Contractor agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the City.
- 13.14 **Survival.** Any terms or conditions of this Contract that require acts beyond the date of the term of the Contract shall survive the expiration of the Contract and shall remain in full force and effect unless and until the terms or conditions are completed.
- 13.15 **Non-Discrimination; Federal Wages.** Contractor, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) Contractor shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section, the City shall have the right to terminate this Contract for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Contractor shall be required to comply with the same.
- 13.16 **Non-Collusion.** Execution of this Contract by Contractor shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from Contractor list(s), and/or debarment or suspension from doing business with the City.
- 13.17 **Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, *Florida Statutes*. Notwithstanding anything set forth in any section, article, or paragraph of this Contract to the contrary,



nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys' fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Contract.

- 13.18 **Severability.** In the event that any term of this Contract is deemed by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Contract in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.
- 13.19 **Waiver.** No waiver of any term or right in this Contract shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.
- 13.20 **Entire Contract; Modification.** This Contract, along with all Exhibit and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Contract may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.
- 13.21 **Assignment.** Unless expressly agreed to elsewhere in the Contract, no assignment by a Party hereto of any rights under or interests in the Contract will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.



- 13.22 **Successors and Assigns.** The City and Contractor each binds itself, its successors, assigns, and legal representatives to the other Party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 13.23 **No Third-Party Beneficiaries.** This Contract is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.
- 13.24 **Joint Authorship.** This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the Parties hereto.
- 13.25 **Headings.** All headings of the sections, exhibits, and attachments contained in this Contract are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.
- 13.26 **Electronic Signatures.** This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any Party to this Contract. Signatures to this Contract transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

[signatures on following page]



IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives,
have executed this Contract, effective this ____ day of _____ 20 ____.

CITY OF FLAGLER BEACH

ATTEST:

Patti King, Mayor

Penny Overstreet, City Clerk



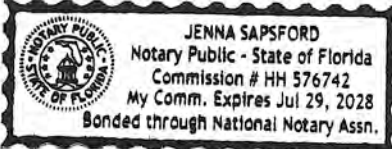
Sparks Concrete LLC

William C. Sparks
Signature

William C Sparks
Print

Owner, CEO, President
Title

ACKNOWLEDGEMENT

STATE OF FLORIDA	
COUNTY OF <u>Flagler</u>	
Sworn to (or affirmed) and subscribed before me by means of online notarization ☐ OR physical presence ☒	
this <u>29th</u> day of <u>August</u> 20 <u>25</u>	
Personally Known ☒ OR Produced identification ☐	
Type of Identification Produced: <u>—</u>	
<u>Jenna Sapsford</u> Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below. 	



Concrete & Asphalt

3060 Steel Rail Dr. Bunnell, FL 32110 / Ph# 386-760-1002

Email: sparksconcrete@cfl.rr.com

Website: sparkskoncreteandasphaltllc.com

State License Number: CON11040601

Equal Opportunity Employer

QUOTE/BID

To: City Of Flagler Beach Attn: Justin Isaacs
800 South Daytona Avenue
Flagler Beach Beach FL. 32136
Email: Jisaacs@cityofflaglerbeach.com | 386-986-9058

Date: 8/27/2025

Repaving South Central Ave from 21st to 23rd Streets in Flagler Beach FL				
Item	Unit	Qty	Unit-Price	Cost
Resurface the Existing Asphalt 1.5" Thick with SP 9.5 Asphalt (just resurface no milling)	TN	340	\$ 205.00	\$ 69,700.00
				\$ -
Subtotal				\$ 69,700.00
* If Milling is required price this Amount will be Added to the Invoice*	LS	1	\$ 15,000.00	\$ 15,000.00

This Bid/Quote is to furnish and supply the labor and materials to complete the bid items quoted above. If accepted this quote is to be signed by an authorized representative.

To Accept this Quote Sign:

Date:

Print Name:

**Concrete & Asphalt**

3060 Steel Rail Dr. Bunnell, FL 32110 / Ph# 386-760-1002

Email: sparksconcrete@cfl.rr.com

Website: sparksconcreteandasphaltllc.com

State License Number: CON11040601

Equal Opportunity Employer

QUOTE/BID

To: City Of Flagler Beach ATTN: Justin Isaacs
386-986-9058

800 South Daytona Avenue
Flagler Beach Beach FL. 32136

Email: Jisaacs@cityofflaglferbeach.com

Date: 7/15/2025

Street Paving- Flagler Beach FL

Item	Unit	Qty	Unit-Price	Cost
*Asphalt SP 9.5 at 1.5"Thick on Palm Ave from Springdale Dr. to the end at the Cul-De-Sac.	TN	22	\$ 205.00	\$ 4,510.00
*Asphalt SP 9.5 at 1.5"Thick on 26th Ave. from A1A to the end at Lake Shore Blvd.	TN	165	\$ 205.00	\$ 33,825.00
Mill, (800 SY) and Resurface Asphalt SP 9.5 at 1.5" Thick on N. Flagler from Moody Blvd. to the end at N. Second St.	TN	66	\$ 205.00	\$ 13,530.00
				\$ -
Subtotal				\$ 51,865.00
If Mill on N. Flagler from Moody Blvd to N. Second St. (1) Stop Bar and Double Yellow and (2) Traffic Loops will need to be Furnished and Installed.	LS	1	\$ 6,300.00	\$ 6,300.00
NOTE: If An Astrick in at the Line Item the Location does not need the Exisiting Asphalt to be Milled because the Street is not Thick enough to be milled. I would not Mill on N. Flagler due to the cost of the Traffic Loops that would have to be installed if the Street is milled. Also to Note if N. Flagler is not milled the price is the same as noted on the line item for the location at \$205.00 per Ton the small area of milling was not charged.				
Subtotal				\$ 58,165.00
IF ALL WORK IS PERFORMED INCLUDING THE MILLING OF N. FLAGLER TOTAL				\$ 58,165.00

This Bid/Quote is to furnish and supply the labor and materials to complete the bid items quoted above. If accepted this quote is to be signed by an authorized representative.

To Accept this Quote Sign:

Date:

Print Name:



SCHEDULE OF UNIT COSTS

ITEM	DESCRIPTION OF WORK	UNIT	UNIT COST
1	Mobilization/Demobilization Cost	Lump Sum (LS)	\$ 500.00
2	Asphalt Patching (full - depth)	Square Feet (SF)	\$ 30.00
3	Asphalt Patching (full - depth)	Ton (Tn)	\$ 450.00
4	Mill and Overlay (1" - 2": thickness)	SF	\$ 40.00
5	Mill and Overlay (1" - 2": thickness)	Tn	\$ 250.00
6	Crack Sealing	Linear Feet (LF)	\$ 5.00
7	Sealcoating (two coats)	SF	\$ 0.50
8	Sealcoating (two coats)	1,000 SF	\$ 0.30
9	Line Striping (4"-wide lines)	LF	\$ 4.00
10	Handicap Symbol (Assume FDOT 60" Standard Stencil)	Each (EA)	\$ 500.00
11	Asphalt Speed Bumps/Humps	EA	\$ 1,000.00
12	Asphalt Removal and Disposal	SF	\$ 3.00
13	Asphalt Removal and Disposal	Cubic Yard (CY)	\$ 80.00
14	Base Repair (aggregate base)	SF	\$ 30.00
15	Base Repair (aggregate base)	Tn	\$ 450.00
16	Demolish Existing and Construct New (assume 4" thick asphalt surface)	SF	\$ 30.00
17	Maintenance of Traffic (MOT) Setup/Removal	LS	\$ 500.00

NOTE: Failure to complete each unit cost value above may cause the entire Proposal to be declared non-responsive.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Each Task Order shall be evaluated individually and the completion times will be determined on a project-by-project basis.
- 6.02 Each Task Order shall establish the time frames when the Work will be substantially complete and will be completed and ready for final payment.
- 6.03 Proposer accepts the provisions of the Agreement as to liquidated damages established as Five Hundred (\$500) per day beyond the established days of total project time for each Task Order.



ARTICLE 7 – ATTACHMENTS TO THIS PROPOSAL

- 7.01 The following documents are submitted with and made a condition of this Proposal:
- A. List of Proposed Subcontractors;
 - B. List of Proposed Suppliers;
 - C. List of Project References;
 - D. Evidence of authority to do business in the state of Florida; or a written covenant to obtain such license within the time for acceptance of Proposals;
 - E. Required Proposer Qualification Statement with supporting Attachments A through M; and
 - F. Submit sealed Proposals including one (1) original paper copy and one (1) electronic copy in pdf format on USB thumb drive.

ARTICLE 8 – PROPOSAL SUBMITTAL

PROPOSER: *[Indicate correct name of Proposal entity]*

Sparks Concrete LLC DBA: Sparks Concrete & Asphalt

By:

[Signature]

[Printed name]

William Sparks

(If Proposer is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Doreen Sparks

Title:

Manager

Submittal Date:

May 9, 2025

Address for giving notices:

3060 Steel Rail Dr. Bunnell, FL 32110

Telephone Number:

386-263-7229

Fax Number:

Contact Name: William Sparks

Contact e-mail address: sparksconcrete@cfl.rr.com

Proposer's License No.: SCC131153554

END OF SECTION

ASPHALT MAINTENANCE SERVICES

Page 13 of 41



**City of Flagler Beach – RFP No. FB-25-0417
On-Call Services of Maintenance of Asphalt Road Surfaces Project**

List of Subcontractors:

DD&T Solutions LLC – (Thermo Pavement Marking and Sealing Supplier)
2455 Mitchell Ave.
Mims, FL 32754
dedric@ddtasphalt.com

List of Suppliers:

Sparks Concrete & Asphalt – (Asphalt)
3060 Steel Rail Dr.
Bunnell, FL 32110
sparksconcrete@cfl.rr.com



**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

Project Name: **ASPHALT CONSTRUCTION AND MAINTENANCE SERVICES.**

Company Name: Sparks Concrete LLC DBA: Sparks Concrete & Asphalt

Contact Name: William Sparks

E-mail Address: sparksconcrete@cfl.rr.com

Mailing Address: 3060 Steel Rail Drive

Bunnell, FL 32110

Phone Number: 386-263-7229

Fax Number: _____

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: www.demandstar.com. For technical assistance with this website, please contact Onvia Services at 1-800-711-1712. All Contractors should check the Onvia DemandStar website at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the submittal as unresponsive. Contractors shall sign, date, and return all addenda with their Proposal. It is the sole responsibility of the Contractor to ensure he/she obtains information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.

The following Addenda were Received: **"None"**

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____



The Contractor acknowledges the receipt, execution, and return of the following attachments:

- Attachment A: Certificate of Corporation
- Attachment B: Contractor Questionnaire
- Attachment C: Required Disclosure
- Attachment D: Contractor Information
- Attachment E: Experience of Contractor
- Attachment F: Sworn Statement Under section 287.133(3) (a), Florida Statutes, on Public Entity Crimes
- Attachment G: Affidavit of Non-Collusion
- Attachment H: Certification of Non-Segregated Facilities
- Attachment I: Drug-Free Work Place
- Attachment J: Conflict of Interest Statement
- Attachment K: Compliance with Public Records Law
- Attachment L: Americans with Disabilities Act Affidavit
- Attachment M: List of Licenses and Certifications

Name: William Sparks

Authorized Signature: 

Date: May 9, 2025

Title: Manager

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler


Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

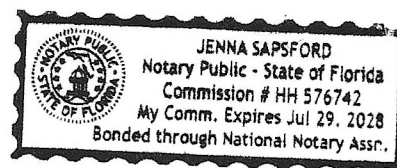
Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 9th day of May, 2025

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: —



END OF SECTION

ASPHALT MAINTENANCE SERVICES

Page 15 of 41



SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT A
CERTIFICATE OF CORPORATION

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF Flagler

I HEREBY CERTIFY that a meeting of the Board of Directors of Sparks Concrete LLC DBA: Sparks Concrete & Asphalt, a corporation under the laws of the State of Florida, was held on May 7, 2025. The following resolution was duly passed and adopted:

"RESOLVED, that William Sparks as Managing sitting President of the corporation is hereby authorized to execute the Contract dated _____ 20 _____, between The City of Flagler Beach, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 9th day of May, 2025.


Corporate Secretary

END OF ATTACHMENT A

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000057565

Entity Name: SPARKS CONCRETE, LLC.

Current Principal Place of Business:

3060 STEEL RAIL DRIVE
BUNNELL, FL 32110

Current Mailing Address:

3060 STEEL RAIL DRIVE
BUNNELL, FL 32110 US

FEI Number: 20-3354940

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

PALMETTO CHARTER SERVICE, INC.
149 S. RIDGEWOOD AVE.
SUITE 700
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WILLIAM RICE

04/07/2025

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER, PRESIDENT
Name SPARKS, WILLIAM C
Address 3060 STEEL RAIL DRIVE
City-State-Zip: BUNNELL FL 32110

Title MANAGER
Name SPARKS, DOREEN T
Address 3060 STEEL RAIL DRIVE
City-State-Zip: BUNNELL FL 32110

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DOREEN SPARKS

MANAGER

04/07/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000046192

Fictitious Name to be Registered: SPARKS CONCRETE & ASPHALT

Mailing Address of Business: 3060 STEEL RAIL DRIVE
BUNNELL, FL 32110

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 20-3354940

FILED
Apr 11, 2023
Secretary of State

Owner(s) of Fictitious Name:

SPARKS CONCRETE, LLC
4106 SOUTH NOVA RD
PORT ORANGE, FL 32127
Florida Document Number: L05000057565
FEI Number: 20-3354940

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

DOREEN T. SPARKS

04/11/2023

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()



ATTACHMENT B CONTRACTOR QUESTIONNAIRE

DATE: May 9, 2025

NAME OF FIRM: Sparks Concrete LLC DBA: Sparks Concrete & Asphalt

BUSINESS ADDRESS: 3060 Steel Rail Dr. Bunnell, FL 32110

PHONE NUMBER: 386-263-7229

CONTRACTOR'S FL LICENSE #: SCC131153554

EXPIRATION DATE: August 31, 2026

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets as necessary.

1. How many years has your organization been in business as a Licensed Florida Contractor?

20 years

2. Name of proposed Project Manager and length of time with your company?

William Sparks - 20 years

3. Describe in detail and give the date and owner, including phone numbers and contact person(s), of the last four (4) projects that you have worked on that were similar in type, size, and nature as the project proposed?

"SEE ATTACHED PAGE"



4. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, please list the project and explain the reasons why?

NO

5. Have you ever had a bond or letter of credit called by the owner of a project? If so, when?

NO

Name: William Sparks

Signature: 

Title: Manager

Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐

OR

physical presence ☒

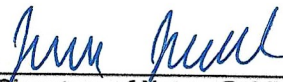
this 9th day of May, 2025.

Personally Known ☒

OR

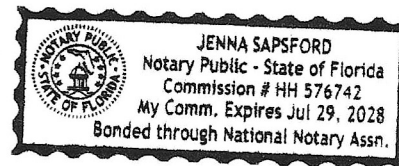
Produced identification ☐

Type of Identification Produced:



Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:



END OF ATTACHMENT B

ASPHALT MAINTENANCE SERVICES

Page 18 of 41



3060 Steel Rail Dr., Bunnell, FL. 32110
Ph# 386-760-1002
Email: sparksconcrete@cfl.rr.com
Website: sparksconcreteandasphaltllc.com
State License Number: CON11040601
Equal Opportunity Employer

References for the City of Flagler Beach RFP No. FB-25-0417
On-Call Services of Maintenance of Asphalt Road Surfaces Project:

City of South Daytona
Becky Witte
1672 South Ridgewood Ave
South Daytona, Florida 32119
(386) 322-3011
Email: bwitte@southdaytona.org
South Daytona Street Rehabilitation & Resurfacing & Streetscape Resurfacing Projects

County of Volusia (Coastal Division)
Wes Fontaine, Construction Manager
515 S. Atlantic Ave.
Daytona Beach, FL 32118
386-299-7017
wfontaine@volusia.org
Sun Splash Park Parking Lot Resurfacing and Striping Project

New Smyrna Beach Utilities
Robert Bryant, Fleet & Facilities Manager
Office: 386-424-3176
Cell: 386-690-4906
Email: rbryant@nsbufl.com
TD Warehouse Facility Asphalt Project

City of Deland
Salvatore Lagreca, Project Manager
1102 S. Garfield Ave.
Deland, FL 32724
386-626-7202
Lagrecas@deland.org
W. Beresford & S. Adelle Asphalt Treatment Project

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000057565

Entity Name: SPARKS CONCRETE, LLC.

Current Principal Place of Business:

3060 STEEL RAIL DRIVE
BUNNELL, FL 32110

FILED
Apr 07, 2025
Secretary of State
4582977981CC

Current Mailing Address:

3060 STEEL RAIL DRIVE
BUNNELL, FL 32110 US

FEI Number: 20-3354940

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

PALMETTO CHARTER SERVICE, INC.
149 S. RIDGEWOOD AVE.
SUITE 700
DAYTONA BEACH, FL 32114 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WILLIAM RICE

Electronic Signature of Registered Agent

04/07/2025

Date

Authorized Person(s) Detail :

Title MANAGER, PRESIDENT
Name SPARKS, WILLIAM C
Address 3060 STEEL RAIL DRIVE
City-State-Zip: BUNNELL FL 32110

Title MANAGER
Name SPARKS, DOREEN T
Address 3060 STEEL RAIL DRIVE
City-State-Zip: BUNNELL FL 32110

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DOREEN SPARKS

MANAGER

04/07/2025

Electronic Signature of Signing Authorized Person(s) Detail

Date

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000046192

Fictitious Name to be Registered: SPARKS CONCRETE & ASPHALT

Mailing Address of Business: 3060 STEEL RAIL DRIVE
BUNNELL, FL 32110

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 20-3354940

FILED
Apr 11, 2023
Secretary of State

Owner(s) of Fictitious Name:

SPARKS CONCRETE, LLC
4106 SOUTH NOVA RD
PORT ORANGE, FL 32127
Florida Document Number: L05000057565
FEI Number: 20-3354940

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

DOREEN T. SPARKS

04/11/2023

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ()



ATTACHMENT C REQUIRED DISCLOSURE

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (1) the Contractor, any business entity related to or affiliated with the Contractor or (3) any present or former owner of the Contractor or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Contractor whose stock is publicly owned and traded:

NONE - N/A

Contractor Name: William Sparks

Signature: 

Title: Manager

Date: May 9, 2025

END OF ATTACHMENT C



**ATTACHMENT D
CONTRACTOR INFORMATION**

List the full legal name of each officer of the Corporation.

President: William Sparks

Signature:  **Date:** May 9, 2025

Vice-President: _____

Signature: _____ **Date:** _____

Secretary: Doreen Sparks - Manager

Signature:  **Date:** May 9, 2025

Treasurer: _____

Signature: _____ **Date:** _____

List the Corporate Officer that will sign the contract: William Sparks

END OF ATTACHMENT D



ATTACHMENT E EXPERIENCE OF CONTRACTOR

Contractor Name: William Sparks - Sparks Concrete LLC DBA: Sparks Concrete & Asphalt

Authorized Signature:  Date: May 9, 2025

Is your company currently involved in any active litigation? ____ Yes X No

If Yes, explain: _____

Has your company ever been sued? ____ Yes X No

If Yes, explain and/or submit court decision or judgment, as applicable: _____

The Contractor, in the capacity of providing CONTRACTOR services, must demonstrate the successful completion of four (4) projects of similar complexity, nature, size, and dollar amount. Any material misrepresentation, as determined by the City of Flagler Beach, shall result in disqualification.

On the following pages, provide the requested information regarding experience within the past ten (10) years on four (4) projects. These projects must be new or rehabilitation projects involving Asphalt Surface Maintenance.



Project #1:

Contract Date: 9/23/2025

Contract Amount: \$ 189,995.15

Project Name: Sun Splash Park Parking Lot Repaving and Striping

Project Location: Sun Splash Park County of Volusia

Contractor's Scope of Work: Mill and Resurface the Parking Lot and Install New Stop Bars
and Thermoplastic

Client Name and Address: County of Volusia

123 West Indiana Ave.

Deland, FL 32720

Client Contact Phone: 386-299-7017 Wes Fontaine

Client Contact Email: wfontaine@volusia.org

Was the project completed on schedule? X Yes No

Include photos of finished job (minimum 2 photos)

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Project #2:

Contract Date: January 2022

Contract Amount: \$ \$88,245.00

Project Name: Duss Street Streetscape

Project Location: Duss Street, NSB, FL

Contractor's Scope of Work: Mill and resurface Asphalt, Concrete Curb and Thermoplastic
Sod, Remove Fencing, Site Grading.

Client Name and Address: City of New Smyrna Beach
210 Sams Ave. New Smyrna Beach, FL 32168

Client Contact Phone: 386-410-2811 / Kyle Fegley

Client Contact Email: kfegley@nsb.org

Was the project completed on schedule? X Yes No

Include photos of finished job (minimum 2 photos)

Project #3:

Contract Date: April 23, 2020

Contract Amount: \$ 1,121,581.07

Project Name: Concrete Slab Replacement and Asphalt Shoulder Work on 17-92.

Project Location: SR 600, US 17-92

Contractor's Scope of Work: Remove and replace concrete pavement and Asphalt
Base 5" thick Resurface 7 miles of 3" thick asphalt shoulder

Client Name and Address: FDOT District 5
1650 No. Kepler Rd Deland FL.

Client Contact Phone: Ernesto Saltar 386-740-3416

Client Contact Email: Ernesto.Saltar@dot.state.fl.us

Was the project completed on schedule? X Yes No

Include photos of finished job (minimum 2 photos)



Project #4:

Contract Date: March 6, 2025

Contract Amount: \$ 125,232.00

Project Name: CDBG Contract ITB 25-B-001 South Daytona Street Rehabilitation and Resurfacing Project

Project Location: Coral Circle, Reef Road and Sea Isle in South Daytona

Contractor's Scope of Work: Mill and Resurface the 3 roads in South Daytona

Client Name and Address: City of South Daytona

1672 Ridgewood Ave. South Daytona, FL 32119

Client Contact Phone: 386 322-3011 / Becky Witte

Client Contact Email: bwitte@southdaytona.org

Was the project completed on schedule? ☒ Yes ☐ No

Include photos of finished job (minimum 2 photos)

END OF ATTACHMENT E









ATTACHMENT F

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: The City of Flagler Beach (Public entity)

By: William Sparks, Manager

(Individual's name and title)

For: Sparks Concrete LLC DBA: Sparks Concrete & Asphalt

(Name of entity submitting sworn statement)

Whose business address is: 3060 Steel Rail Drive

Bunnell, FL 32110

Federal Employer Identification Number (FEIN): 20-3354940

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.



3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agent who is active in management of the entity, nor the affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury



determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF FLAGLER IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: William Sparks

Date: May 9, 2025

State of: Florida

County of: Flagler

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

William Sparks who, after first being sworn by me,
(Name of individual signing)

affixed his/her signature in the space provided above on this 9th day of May, 2025.

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

Jenna Sapsford
Signature of Notary Public
Print, Type or Stamp Commissioned Name of Notary Public below:

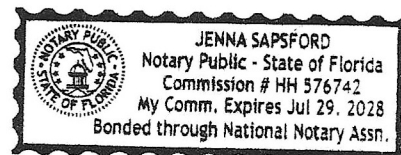
Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 9th day of May, 2025

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: _____



END OF ATTACHMENT F



ATTACHMENT G AFFIDAVIT OF NON-COLLUSION

The undersigned Contractor or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be Proposal by anyone at such letting nor to prevent any person from Proposal nor to include anyone to refrain from Proposal, and that this Proposal is made without reference to any other Proposal and without any agreement, understanding or combination with any other person in reference to such Proposal. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING PROPOSAL FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 9th day of May, 2025.

William Sparks

(Contractor Name)

President / Manager

(Title)

William Sparks

(Signature)

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

Jenna Sapsford

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

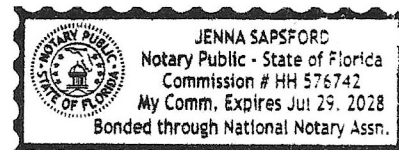
Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 9th day of May, 2025

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: —



END OF ATTACHMENT G

ASPHALT MAINTENANCE SERVICES

Page 28 of 41



ATTACHMENT H CERTIFICATION OF NON-SEGREGATED FACILITIES

The Contractor certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Proposal. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Contractor agrees that (except where they have obtained identical certifications from proposed consultants for specific time periods) they will obtain identical certifications from proposed consultants prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: William Sparks

Signature: 

Date: May 9, 2025

Title: Manager / President

Official Address: 3060 Steel Rail Drive

Bunnell, FL 32110

END OF ATTACHMENT H



ATTACHMENT I DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Sparks Concrete LLC DBA: Sparks Concrete & Asphalt does hereby: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the matters set forth above.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name: William Sparks

Signature: *William Sparks*

Date: May 9, 2025

Title: Manager/President

END OF ATTACHMENT I



ATTACHMENT J CONFLICT OF INTEREST STATEMENT

Before me, the undersigned authority, personally appeared William Sparks,
who was duly sworn, deposes, and states:

1. I am the Manager/President of Sparks Concrete LLC DBA: Sparks Concrete & Asphalt with a local office in Bunnell, Florida and principal office in Bunnell, Florida.
2. The above-named entity is submitting an Expression of Interest for the City of Flagler Beach project described as Proposal number FB-25-0417.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of the City of Flagler Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Flagler Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Flagler Beach in writing.

William Sparks
Signature of Affiant



ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

Jenna Sapsford
Signature of Notary Public

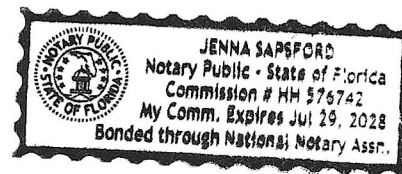
Print, Type or Stamp Commissioned Name of Notary Public below:

Sworn to (or affirmed) and subscribed before me by means of
online notarization ☐ OR physical presence ☒

this 9th day of May, 2025

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced:



END OF ATTACHMENT J



ATTACHMENT K COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after receiving submittals, they become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Proposal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City of Flagler Beach in a separate envelope marked accordingly.

Company Name: Sparks Concrete LLC DBA: Sparks Concrete & Asphalt

Authorized representative Printed Name: William Sparks

Authorized Representative Signature: 

Date: May 9, 2025

END OF ATTACHMENT K



ATTACHMENT L AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Name: William Sparks

Authorized Signature: *William Sparks*

Date: May 9, 2025

Title: Manager/President

Affix Corporate Seal:

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

Jenna Sapsford
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

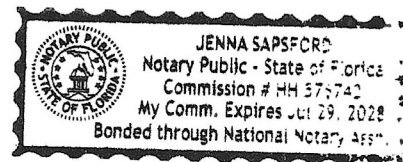
Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ OR physical presence ☒

this 9th day of May, 2025

Personally Known ☒ OR Produced identification ☐

Type of Identification Produced: —



END OF ATTACHMENT L



ATTACHMENT M
LIST OF LICENSES and CERTIFICATIONS

License/Cert. Name	Number	Issuing Authority	Expiration Date
Construction Licensing Board Specialty License	SCC131153554	Department of Business and Professional Regulations (dbpr)	August 31, 2026
Prequalification Certificate	—	Florida Department of Transportation (FDOT)	June 30, 2025

END OF ATTACHMENT M



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From: Liz Mathis, Human Resources Manager
Meeting Date: September 25, 2025
Item Name: Resolution 2025-73. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending the Personnel Policy; providing for conflict and an effective date.

Background:

The purpose of the City's Personnel Policies "is to provide a general guide for the personnel administration of the City of Flagler Beach." It is a "living document," necessitating revisions as situations arise or new regulations (federal/state) are developed and implemented. Section I.4 (Amendments) establishes that the City Manager will present revisions to the City Commission for approval. In accordance with Section I.4, the City Manager requests consideration of the following revisions:

- Section III.3 Application Procedures. Update to ensure the hiring process is fair, consistent, and compliant with current laws and best practices. The revisions are intended to promote equal opportunity and better align our procedures with the City's workforce needs.
- Section XII.1 Vehicles. Update the take-home vehicle policy to limit eligibility to first responders. In addition, employees authorized to take home a vehicle must reside within a 25-mile radius of City Hall.
- Section XII.2 Retirement Plan. Update retirement definitions for Police and Fire employees as defined by pension plan.
- Section XIV.10 Temporary Work at a Higher Classification. Update guidelines and further define compensation when working in a higher classification.
- The following sections are proposed additions:
 - Section II.13 Employee Conduct
 - Section III.21 Cell phone/MiFi/Tablet Policy
 - Section III.22 Vehicle Tracking Policy
 - Section III.23 Media and Public Relations Policy

Fiscal Impact:

There will be no financial impact to the budget.

Staff Recommendation:

Staff Recommends approval of Resolution 2025-73.

Attachments:

1. Resolution 2025-73
2. SECTION III.3. Application procedures
3. SECTION XII Retirement Plan
4. SECTION XII.1. Vehicles
5. SECTION XIV.10. Temporary work at a higher classification with updates
6. SECTION II.13 Employee Conduct
7. SECTION III.21 Cell phone-MiFi-Tablet Policy
8. SECTION III.22 City Vehicle Tracking Policy
9. SECTION III.23 Media and Public Relations Policy

RESOLUTION 2025-73

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION 2015-13, WHICH ADOPTED THE PERSONNEL POLICY TO AMEND SECTION III.3 APPLICATION PROCEDURES, SECTION XII.1 VEHICLES, SECTION XII.2 RETIREMENT PLAN, SECTION XIV.9 TEMPORARY WORK AT A HIGHER CLASSIFICATION, ADD SECTION II.13 CONDUCT OUTSIDE OF WORK, ADD SECTION III.21 CELL PHONE-MIFI-TABLET POLICY, ADD SECTION III.22 CITY VEHICLE TRACKING POLICY, ADD SECTION III.23 MEDIA POLICY AND PUBLIC RELATIONS POLICY; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Flagler Beach City Commission approved the amended Flagler Beach Personnel Policy, known as Resolution 2015-13; and,

WHEREAS, Staff has reviewed the policy and is recommending the following amendments; and,

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

SECTION 1. Amendments to Section XII Vehicles, amending policy to limit eligibility to first responders. In addition, employees authorized to take home a vehicle must reside within a 25-mile radius of City Hall.

SECTION 2. Amendments to Section XII Vehicles, amending policy to limit eligibility to first responders. In addition, employees authorized to take home a vehicle must reside within a 25-mile radius of City Hall.

SECTION 3. Amendments to Section XII.2 Retirement Plan, adding updated retirement definitions for Police and Fire employees as defined by pension plan.

SECTION 4. Amendments to Section XIV.9 Temporary Work at a higher classification, amending to update guidelines and define compensation.

SECTION 5. Add Section II.13 Employee Conduct.

SECTION 6. Add Section III.21 Cell phone/MiFi/Tablet Policy

SECTION 7. Add Section III.22 Vehicle Tracking Policy

SECTION 8. Add Section III.23 Media and Public Relations Policy

SECTION 9. The personnel policies, procedures, and rules attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

SECTION 5. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 6. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 25 day of September, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

SECTION III.3. Application procedures.

The City of Flagler is dedicated to creating a highly qualified, diverse workforce focused on serving internal and external customers. This policy is designed to establish uniform and consistent procedures for recruiting and interviewing that adhere to the provisions of the Fair Labor Standards Act (FLSA), Veterans Preference, Americans with Disabilities Act (ADA) and other applicable statutes.

The Human Resources Department is responsible to ensure that all of the requirements specified in this policy are carried out so that only the most qualified individuals are hired as employees with the City of Flagler Beach. Selection standards will be job-related, uniformly applied, and provide equal opportunity for all to compete.

It is the policy of the City of Flagler Beach to post every open position on the City's website. Such postings may also be placed in/on appropriate print/online media at the direction of the City Manager or designee. Each application will be reviewed against the minimum qualifications of the position and the City will consider only those applicants who meet those qualifications. Applicants who do not meet the minimum qualifications for the position, have submitted an incomplete application, or have been identified as having falsified their application, will not be moved forward in the selection process.

From the pool of qualified applicants, department directors will select those candidates that will be interviewed. The city manager in conjunction with other appropriate personnel will select the best-qualified applicant. The city reserves the right to conduct background checks on any applicant as allowed by applicable state and federal regulations. The city is a "drug free workplace", and reserves the right to conduct all related personnel inquiries in accordance with related state regulations and the city's published program.

After an applicant has been hired for a vacant position, all applications shall be retained in accordance with the State of Florida's public records laws.

~~(a) No vacant position. The human resources officer or designated employee will hold unsolicited job applications/resumes for ninety (90) days after receipt of such application/resume. An unsolicited application/resume is one that is received when no advertisement has been placed, or one that is received after a position that was advertised has been filled.~~

~~(b) Vacant/new positions. The department head shall request the human resources officer to prepare the job advertisement for positions that have been or are about to be vacated. The advertisement shall outline the qualifications for the position and include the equal employment opportunity designation (EEO). The human resource officer will submit the advertisement to the city manager or his or her designee for approval. Once approved, the advertisement shall be distributed to all city department heads. Each department head shall post this advertisement in a predetermined area within the department. Interested employees must submit an application as outlined in application procedures. The human resource officer will allow five (5) working days for this position to be open to existing employees. Once that time period has passed, all applications received from existing employees will then be considered. Should an existing employee be selected for this vacant/new position, no other advertising will be done. When all existing~~

~~employees have had the opportunity to apply and be considered for vacant/new positions, an advertisement shall be posted where meeting notices are posted and on the City's web site. The City may further advertise on employment recruiting social media sites and/or in professional publications, and/or may use the services of an employment consultant in soliciting applicants for such vacant positions.~~

~~(c) All applications submitted shall be forwarded to the human resources officer or his or her designee, who shall separate the tracking form and maintain the appropriate statistical data to ensure compliance with the city's equal employment opportunity and affirmative action plan. Then the applications shall be forwarded to the city manager for consideration.~~

~~(d) The city manager in conjunction with appropriate department heads will select the best-qualified applicant. Employment with the city shall be based on merit, which includes consideration of qualifications such as ability, skill, experience, training and other merit factors. When applicants are equally qualified preference shall be given to hiring the minorities and females in furtherance of the city's affirmative action policy. As a part of the pre-employment procedures references provided by applicants or reference sources may be checked. The city reserves the right to conduct background checks on any applicant as allowed by applicable state and federal regulations. The city is a "drug free workplace", and reserves the right to conduct all related personnel inquiries in accordance with related state regulations and the city's published program.~~

~~(e) After an applicant has been hired for a vacant position all applications shall be forwarded to the city clerk for retention in accordance with the State of Florida's public records laws. Under no circumstances shall an applicant who was not selected assume their application will be re-activated when the position becomes vacant again.~~

SECTION XII.2. Retirement plan.

a) Retirement

Eligible City of Flagler Beach employees who meet the definition of normal retirement as provided in his/her respective plan related to both years of service and age, and who have elected to retire from the City, shall receive benefits accrued under their applicable plan and be provided the opportunity to continue participation in the City's group health and dental insurance program at said employee's expense. For the purposes of this policy, any reference to retiree shall include eligible dependents.

b) Retiree Definitions:

1. General employee: Age fifty-five (55) and at least ten (10) years of continuous eligible service with the City of Flagler Beach at the time of his/her retirement.

2. Police Officer: Age fifty-five (55) and ~~at least ten (10) years of continuous eligible service, or at age fifty-two (52) with twenty-five (25) consecutive years of certified law enforcement service at the time of his/her retirement and the completion of ten (10) years of credited service, or effective October 1, 2021, the attainment of twenty (20) years of credited service, regardless of age.~~ (as defined by the Police Officers' Pension Plan).

3. Firefighter: Age fifty-five (55) and ~~at least ten (10) years of continuous eligible service, or at age fifty-two (52) with twenty-five (25) consecutive years of certified firefighter/fire officer service at the time of his/her retirement and the completion of ten (10) years of credited service, or effective October 1, 2022, the attainment of twenty (20) years of credited service, regardless of age.~~ (as defined by the Firefighters' Pension Plan).

4. Disabled employee: Employee placed on disability retirement (as defined by the Police Officers' and Firefighters' Pension Plan) and who begins receiving benefits immediately after retirement from employment. Disability retirement is not provided for General Employees and Elected Officials

c) Procedures for Continuation of Insurance Coverage

1. A retiree as defined in section (2) above shall have a one-time irrevocable election at the time of separation to continue participation in the City's health insurance program which may also include dental coverage. Said retiree may continue coverage until he/she elects

otherwise, but once the coverage is discontinued it cannot be reinstated. Premiums will also be adjusted in accordance with the City's annual renewal, with said premiums calculated the same as with active employees.

2. Health benefits for retirees shall be the same coverages with the same choices as those provided other eligible City employees and eligible dependents. Each qualified retiree and eligible dependent that elects retiree continuation coverage will have the same rights under the Plan as active employees and their eligible dependents, including open enrollment and special enrollment rights.

3. Participating retirees shall pay the full cost of coverage at the current group rates. Retirees have 30 days after the date of notice or the date active coverage ends (whichever is later) to elect retiree Continuation Coverage under the Plan. Payment for first month's premium must accompany the election form (see attachment 1). Subsequent payments are made on a monthly basis and are due on the first day of the month for that coverage period. Failure to comply with this section may result in immediate cancellation and any future entitlement to this benefit.

4. The City retains the right to change carriers and increase/reduce benefits including deductibles and co-pays; and to adjust premiums at any time so long as said adjustments are the result of what the carrier(s) charges the City and said changes are also applicable to active employees.

SECTION XII.1. Vehicles.

Public safety employees (Police and Fire), because of the nature of their work, may be issued and be responsible for a take-home City-vehicle which may be driven to and from work and lunch and to conduct official business. Employees must reside within a 25-mile radius of City Hall. ~~Such vehicle shall not be used for personal pleasure or private business. The purpose of this policy is to enable the employee in question to respond to emergency conditions promptly.~~ Take-home use of City vehicles shall not be used for leisure or non-official purposes, except where such a stop is at a place of business en route to official business or the City employee's residence for short convenient stops. Such stops shall not be at a place of business classified as a bar, tavern, liquor store, saloon or adult entertainment establishment. Abuse of this policy may result in a withdrawal of the vehicle and appropriate disciplinary action, up to and including termination.

SECTION XIV.10. Temporary work at a higher classification.

- (a) An employee may be required to work in a higher classification on a temporary, incidental or emergency basis and shall do so at no increase in pay. If the employee is assigned to work in a higher job class for a period exceeding thirty (30) of (5) five consecutive working days ~~or (10) ten non-consecutive days in a 30-working day period~~ the city manager shall recommend a temporary assignment to the higher classification and the employee shall be paid ~~the appropriate rate for the higher classification if approved. ten~~ percent (10%) above the employee's current salary.
- (b) At the conclusion of the assignment the employee's pay shall revert to the authorized rate established for the regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements.
- (c) This provision is not intended for those cases where employees are assigned duties on a training basis.

SECTION II.13 Employee Conduct

Conduct, either on-duty or off-duty and as determined at the sole discretion of the City Manager, which adversely impacts the City, interferes with the employee's ability to perform their job functions, and/or interferes with the efficient operations or mission of the City or its Departments is subject to disciplinary action, up to and including termination.

SECTION III.21 Cell Phone/MiFi/Tablet Policy¹

The purpose of this policy is to establish uniform procedures for the acquisition and general use of City cellular telephones/MiFi and tablet equipment. This policy applies to all City of Flagler Beach users. Misuse of City cellular telephone/MiFi/tablet is a violation of this policy and may result in disciplinary action, up to and including termination.

The cellular telephone equipment/MiFi/tablet provided by the City is to be used to facilitate the conduct of official City business.

The user is responsible to safeguard his/her City provided cell phone/MiFi/tablet. In the event that a cell phone/MiFi/tablet is stolen, the user may be requested to provide a copy of the police report and also demonstrate that appropriate precautions had been taken to secure the item from theft (i.e., the phone was stolen from a locked car). The City will then replace the item.

The vendor will replace any cell phone that is found to be defective during normal use. The user is responsible to protect his/her cell phone/MiFi/tablet from being lost or damaged during use. The City will replace a City provided cell phone/MiFi/tablet that is lost or damaged due to a negligent act by the user; however, the user must reimburse the City for the replacement cost of the item, which may include "Offer Recovery Fees"

Staff using a city-issued cell phone/MiFi/tablet should be aware that such devices may have the ability for the City and Service Providers to track the location of the devices. Employees are responsible for safe use of cell phones/MiFi/tablet when operating vehicles and equipment.

When using a City-issued cell phone/MiFi/tablet, no expectation of privacy will be recognized, including, but not limited to, text messages, e-mails, photos, application access, and internet browsing. All information stored on, generated on, transmitted through a City issued cell phone/tablet is subject to Florida Public Records Laws and therefore all related content, shall be managed, stored and retrieved to comply. In order to ensure compliance with relevant public records requirements, all users are required to "opt-in" to the City's digital message archiving software.

Upon separation from the City, the City-issued cell phone/MiFi/tablet must be returned to the Department Director or HR Department along with keys, badges, etc. Passwords and other security measures on City-issued devices will also be provided at separation. In no event, shall a city employee hand over their phone/MiFi/tablet to another employee upon departure.

¹ Reference Administrative Policy COFB 2025-002 Cell Phone/MiFi/Tablet Policy

SECTION III.22 City Vehicle Tracking Policy

The purpose of this policy is to establish guidelines for the use of vehicle tracking devices on city-owned vehicles. Vehicle tracking is implemented to enhance operational efficiency, ensure accountability, improve public safety, and protect city assets.

(a) This policy applies to all employees who operate or are assigned city-owned vehicles equipped with vehicle tracking devices.

(b) The City reserves the right to install and utilize vehicle tracking systems on all city-owned vehicles. These systems are used to monitor vehicle location, speed, idle time, route history, and other operational metrics.

Vehicle Tracking data may be used for the following purposes (but not limited to):

- Monitoring and improving fleet efficiency and route optimization
- Verifying time and location of services provided
- Ensuring compliance with city policies and procedures
- Investigating accidents, complaints, or incidents involving city vehicles
- Supporting maintenance schedules and vehicle diagnostics
- Enhancing employee safety and emergency response

(c) Employee Acknowledgment.

Use of a city vehicle constitutes acknowledgment and acceptance of this policy.

(d) Data Retention

Vehicle tracking data will be retained in accordance with the City's data retention policy and applicable laws (data is a public record and available to anyone in accordance with applicable State statutes).

(e) Policy Violations

Tampering with, disabling, or attempting to disable vehicle tracking devices is strictly prohibited and will result in disciplinary action, up to and including termination.

SECTION III.23 Media and Public Relations Policy

(a) Media Inquiries Responsibilities

Under the City Manager's direction, the Executive Assistant to the City Manager is primarily responsible for responding to media inquiries. City employees should always inform their Department Director and the Executive Assistant to the City Manager by telephone or email when contacted by the media.

(b) Litigation, Personnel and Election Issues

As a matter of general practice, the City of Flagler Beach and its employees do not discuss litigation and/or personnel-related information, including election issues.

(c) City-Initiated Information

All proactive media outreach, including press releases and media advisories, is initiated through the to the City Manager or designee. Department Directors seeking publicity for events or activities must contact the Executive Assistant as early as possible to ensure the best media coverage of their activities.

(d) Media Interviews

Only the following individuals, considered spokespersons, are allowed to perform media interviews:

Elected Officials

City Manager

Individuals designated by the City Manager

(e) The City Manager and his Executive Assistant will maintain a current list of designees. No other employees may engage in interviews unless otherwise authorized. Non-authorized employees must receive approval, either verbally or written, from the City Manager to participate in interviews for each specific occurrence.



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission

From:

Meeting Date: September 25, 2025

Item Name: Ordinance 2025-13. An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances related to the safe interaction of people fishing, people swimming, and people walking on the beach; providing for designation of areas of the beach within which surfcasting or other forms of fishing from the shoreline are prohibited; providing for severability; and providing an effective date. ***This item was advertised but will not be discussed per direction to Staff at the September 11, 2025, meeting.***

Background:

Direction was given to staff at the September 11, 2025, meeting for Staff to coordinate meetings with the Flocal Fishing Club to craft the ordinance to provide protection for both parties, bathers and fishermen/women. The Ordinance was advertised and is therefore on the agenda, but will not be discussed.

Fiscal Impact:

Staff Recommendation:

Attachments:

None



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From: Penny Overstreet
Meeting Date: September 25, 2025
Item Name: Ordinance 2025-14. An Ordinance of the City of Flagler Beach, Florida, amending Chapter 6, Beaches and Recreation, Section 6-41, "Use Charges," Chapter 5, Animals, deleting Section 5-6 "Requirements for Registering/Licensing of Animals", amending Section 5-19, "Fees", amending Chapter 3, Alcoholic Beverages, Section 3-19 "Permit for Nonprofit Organization; Application; Approval," amending Chapter 16, Sales, Article II, Canvassers and Solicitors, Section 16-18, "Application; Fee," Section 16-19, "Investigation of Issuance," deleting Section 16-20, "Surety Bond," amending Section 16-24, "Inapplicability of Sections 16-18 through 16-20 to Designated Persons," amending Chapter 19 Traffic and Motor Vehicles, Section 19-55 "Enforcement" and amending Chapter 22, Watercraft and Waterways; Article II, Bulkheads; Division 3, Intracoastal Waterway, Section 22-52 "Building Permit, Fee," of the Code of Ordinances; amending sections of the code that are no longer applicable; providing for conflicts; providing for severability; and providing for an effective date (Second [Final] Reading).

Background:

Ordinance 2025-14 passed first reading with an amendment at the August 28, 2025, meeting. The amendment was to include the deletion of Section 5-31. City of Flagler Beach Dog Friendly Dining Program. The amendment was included and appears between lines 118 and 225 of the ordinance.

The amendments in this ordinance relate to items that are no longer applicable or amendments were approved that change the process. The following are the amendments and the cause to amend.

- Section 6-41. Use Charges (Line 33–41) The fees for rental of the Wickline Center rooms are amended to remove the fee for the single classroom or lobby as these spaces are now or soon will be occupied by staff. The rates for the Senior Center (Great room) are included in Resolution 2025-65 (on this agenda for consideration).
- Section 5-6. Requirements for Registration of Animals (line 45–58) The requirement to register and purchase an animal license for pets ended last year at the direction of the

City Commission.

- Section 5-19. Fees (Line 62–114) This amendment removes the registration fee, replacement tag fee, and the penalty for not registering.
- Section 3-19. Permit for Non-Profit Organization; application; approval (Line 122–140). This section refers to the Building Official and should refer to the Planner. A non-profit organization wanting to dispense liquor would apply for a temporary license from the Department of Alcohol, Tobacco and Firearms. That application requires zoning approval by the local government's Planner.
- Section 16-18. Application; fee (Line 149–196) This section pertains to the issuance of door-to-door solicitation permits. The process in how background checks are performed has changed. The checks were previously performed by our Police Department. Legislation regulating how the Police can access information in the Driver & Vehicle Information Database (DAVID) limited information and lengthened the turnaround time to complete the background check. The City now utilizes the same company that performs new hire background screening for these applications. Fingerprints are no longer required, the fee is increased to cover the cost of the background checks, and is also included in Resolution 2025-65 and the responsibility to approve is removed from the police.
- Section 16-20. Surety Bond and 16-24. (Line 200–218) This also applies to the issuance of a Door-to-Door Solicitation license. Removing the requirement to provide a surety bond.
- Section 19-55. Enforcement (Line 222–228) Removes the requirement for the Clerk to maintain a truck route map.
- Section 22-52. Building Permit, fee (line 237–247) Removing an outdated code that required a resident to pay the City Clerk \$5.00 for the construction of 100 feet of bulk head.

Fiscal Impact:

The City Clerk's budget will fund the cost to advertise and codify this ordinance.

Staff Recommendation:

City staff recommends approval of Ordinance 2025-14 (Second [Final] Reading).

Attachments:

1. 2025-14
2. BIS 2025-14 Code Clean-up
3. Affidavit 2025- 13 14 and 15

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 6, BEACHES AND RECREATION, SECTION 6-41, "USE CHARGES," CHAPTER 5, ANIMALS, DELETING SECTION 5-6 "REQUIREMENTS FOR REGISTERING/LICENSING OF ANIMALS", AMENDING SECTION 5-19, "FEES", AMENDING CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-19 "PERMIT FOR NONPROFIT ORGANIZATION; APPLICATION; APPROVAL," AMENDING CHAPTER 16, SALES, ARTICLE II, CANVASSERS AND SOLICITORS, SECTION 16-18, "APPLICATION; FEE," SECTION 16-19, "INVESTIGATION OF ISSUANCE," DELETING SECTION 16-20, "SURETY BOND," AMENDING SECTION 16-24, "INAPPLICABILITY OF SECTIONS 16-18 THROUGH 16-20 TO DESIGNATED PERSONS," AMENDING CHAPTER 19 TRAFFIC AND MOTOR VEHICLES, SECTION 19-55 "ENFORCEMENT" AND AMENDING CHAPTER 22, WATERCRAFT AND WATERWAYS; ARTICLE II, BULKHEADS; DIVISION 3, INTRACOASTAL WATERWAY, SECTION 22-52 "BUILDING PERMIT, FEE," OF THE CODE OF ORDINANCES; AMENDING SECTIONS OF THE CODE THAT ARE NO LONGER APPLICABLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, periodic review of Code of Ordinance reveals sections of the code that are no longer relevant; and

WHEREAS, the City finds it necessary to amend the code for various reasons including consistency with direction from the Commission, streamlining of the administrative processes and applicability of codified regulations.

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

SECTION ONE. Amendment of Code. Chapter 6 - Beaches and Recreation; Article III Wickline Center; Section 6-41., "Use Charges," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, ~~strikethrough~~ text indicates deletions).

Sec. 6-41. – Use Charges.

Sec. 6-41. Use charges.

A€ Charges for the use of the Moody-Wickline Cultural Center, is hereby established to be as follows shall be adopted by Resolution:

		"Great Room" (largest room)	Single-Classroom or Lobby
(1)	Rental fee for one time use except for the groups described in 4, 5 & 6.	\$40.00 per hr. or \$160.00 per day (8 hr. max.)	\$10.00 per hr. or \$40.00 per day (8 hr. max.)

(2)	When used by a nonprofit organization.	\$15.00 per hr.	\$5.00 per hr.
(3)	Nonprofit organization that charges a fee or admission	\$20.00 per hr.	\$15.00 per hr.
(4)	Flagler Beach Community Service Organizations	No Charge	No Charge
(5)	Any group conducting City of Flagler Beach businesses	No Charge	No Charge
(6)	School Board of Flagler County	No charge, determined by Agreement with County	No charge, determined by Agreement with County

For the purpose of this section, a nonprofit organization is a 501(c)3 entity and must provide proof of such designation; an organization that charges a fee or admission is any organization or group of people, other than a 501(c)3 entity, that individuals must pay a fee to participate; and a Flagler Beach Service Organization will be determined by the city.

* * *

SECTION TWO. Amendment of Code. Chapter 5- Animals; Section 5-6., "Requirements for registration/licensing of animals," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 5-6. — Requirements for registration/licensing of animals.

(a) ~~Registration/licensing requirements.~~ Every dog or cat over four (4) months of age that remains in the city for more than thirty (30) days shall be registered/licensed. Registration/licensing of each animal shall include the owner's name, address, telephone number, emergency contact and veterinarian/vaccination information. A registration/license must be obtained from city hall or a source participating with the city by showing a valid rabies vaccination certificate.

(b) ~~Duration.~~ Each registration/license is valid for one (1) fiscal year (October 1 to September 30) regardless of the type of rabies vaccination that was administered. Owners are required to provide notice of any change in information within twenty (20) days of such change.

(c) ~~Replacement registration/license/tag.~~ In the event of loss or destruction of a valid registration/license tag, the owner of the dog or cat shall obtain a replacement registration/license.

* * *

SECTION THREE. Amendment of Code. Chapter 5- Animals; Section 5-19., "Fees," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 5-19. Fees.

(a) The following schedule of civil penalties is hereby set and shall appear on citations issued by animal control/services officers, law enforcement officers, or code enforcement officers to any person who commits any infraction. (The amounts shown in parentheses indicate the sequence of fines to be imposed for uncontested first, second, third, and fourth offenses, respectively):

(1) Interference with an animal control/services officer or law enforcement officer (\$103.00, \$203.00, \$303.00, \$403.00).

(2) Animal running at large (\$50.00, \$103.00, \$203.00, \$303.00).

(3) Animal creating a nuisance (\$50.00, \$103.00, \$203.00, \$303.00). ;

(4) Failure to restrain animal in an open vehicle (\$50.00, \$103.00, \$203.00, \$303.00).

~~(5) Failure to registration/license animal (\$50.00, \$103.00, \$203.00, \$303.00).~~

(6) Failure to vaccinate animal (\$50.00, \$103.00, \$203.00, \$303.00).

(7) Animal not wearing rabies vaccination tag (\$50.00, \$103.00, \$203.00, \$303.00).

(8) Failure to confine dog/cat in heat (\$50.00, \$103.00, \$203.00, \$303.00).

(9) Failure to remove dog waste (\$50.00, \$103.00, \$203.00, \$303.00).

(10) Cruelty to animal (\$103.00, \$203.00, \$303.00, \$403.00).

(11) Failure to register dangerous dog (\$103.00, \$203.00, \$303.00, \$403.00).

(12) Failure to confine, restrain or maintain dangerous dog (\$403.00).

(13) Failure to maintain quarantine (\$403.00).

(14) In excess of four (4) animals per residence (\$103.00, \$203.00, \$303.00, \$403.00).

(15) Use of residence for commercial gain or breeding purposes (\$103.00, \$203.00, \$303.00, \$403.00).

In the event that such person contests the citation issued him or her, the fine will be set by the court in an amount not exceeding the statutory limits plus any costs the court may impose.

(b) The following is a schedule of fees associated with this chapter.

~~(1) Registration/license/tag\$ 7.00~~

~~(2) Replacement registration/license/tag5.00~~

(3) Apprehension fee_53.00

(4) Care, feeding and maintenance per day_20.00

(5) Fees for micro chipping_20.00

(Micro chipping may be performed by Flagler County Humane Society, a veterinarian or any other qualified organization. Agreed portion of fees will be returned to the city.

(6) Dogs in prohibited areas on the beach:

a. Minimum penalty for first offense_50.00

b. Minimum penalty for subsequent violations_103.00

In the event the minimum penalty is not paid within the time specified in the citation, then such violation shall be construed as a subsequent violation of these provisions. Any subsequent violation under the terms hereof shall be subject to a fine in an amount not less than one hundred three dollars (\$103.00), and not to exceed five hundred three dollars (\$503.00) or imprisonment in the county jail for a period not to exceed sixty (60) days, or both such fine and imprisonment.

(7) The annual fee charged to owners for issuance of certificates of registration for dogs classified as dangerous shall be as follows:

a. One hundred twenty-eight dollars (\$128.00) for a dog that has aggressively bitten, attacked, endangered, or has severely injured a human being.

b. Fifty-three dollars (\$53.00) for a dog that has more than once, severely injured or killed a domestic animal while off the owner's property.

c. Twenty-eight dollars (\$28.00) for a dog that has, when unprovoked, chased or approached a person upon the streets, sidewalks, or public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one (1) or more persons and dutifully investigated by the appropriate authority.

All fees shall be paid to the city. The fees can be paid by mail or in person at city hall.

* * *

SECTION FOUR. Amendment of the Code. Chapter 5 – Animals; Section5-31. – “City of Flagler Beach dog friendly dining program” of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 5-31. City of Flagler beach dog friendly dining program.

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

~~Division~~ means the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation.

~~Dog~~ means an animal of the subspecies *Canis lupus familiaris*.

~~Outdoor area means an open air area adjacent to a public food service establishment. An outdoor area shall not be enclosed on more than two (2) sides. For purposes of this definition, partial walls and railings shall not be considered enclosures.~~

~~Patron has the meaning given to "guest" by F.S. § 509.013.~~

~~Public food service establishment has the meaning given it by F.S. § 509.013.~~

~~(b) Permit required; submittals. In order to protect the health, safety, and general welfare of the public, a public food service establishment is prohibited from having any dog other than service dogs on its premises unless it possesses a valid permit issued in accordance with this part. The city shall establish a reasonable fee to cover the cost of processing the initial application, renewals, and enforcement. Applications for a permit under this part shall be made to the building and zoning department, on a form provided for such purpose by the city, and shall include, along with any other such information deemed reasonably necessary by the city in order to implement and enforce the provisions of this part, the following:~~

~~(1) The name, location, and mailing address of the subject public food service establishment.~~

~~(2) The name, mailing location, and telephone contact information of the permit applicant.~~

~~(3) A diagram and description of the outdoor area to be designated as available to patrons' dogs including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exits to the designated outdoor area; the boundaries of the designated area and of any other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public rights of way, including sidewalks and common pathways; and such other information reasonably required by the city. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.~~

~~(4) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.~~

~~(5) All application materials shall contain the appropriate division issued license number for the subject public food service establishment.~~

~~(6) All applications shall be accompanied by an application fee in an amount as set by resolution of the city commission.~~

~~(c) General regulations; cooperation; enforcement. In order to protect the health, safety, and general welfare of the public, and pursuant to F.S. § 509.233, all permits issued pursuant to this part are subject to the following requirements:~~

~~(1) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling any dog. Employees shall be prohibited from touching, petting, or otherwise handling any dog while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.~~

~~(2) Patrons in a designated outdoor area shall be advised by the food service establishment that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.~~

- ~~(3) Employees and patrons shall be instructed by the food service establishment that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.~~
- ~~(4) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under control.~~
- ~~(5) Dogs shall not be allowed on chairs, tables, or other furnishings.~~
- ~~(6) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.~~
- ~~(7) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.~~
- ~~(8) At least one (1) sign reminding employees of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the city, shall be posted in a conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8½ × 11) and printed in easily legible typeface of not less than twenty (20) point font size.~~
- ~~(9) At least one (1) sign reminding patrons of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the city, shall be posted in a conspicuous location within the designated outdoor portion of the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8½ × 11) and printed in easily legible typeface of not less than twenty (20) point font size.~~
- ~~(10) At all times while the designated outdoor portion of the public food service establishment is available to patrons and their dogs, at least one (1) sign shall be posted in a conspicuous and public location near the entrance to the designated outdoor portion of the public food service establishment, the purpose of which shall be to place patrons on notice that the designated outdoor portion of the public food service establishment is currently available to patrons accompanied by their dog or dogs. The mandatory sign shall be not less than eight and one-half inches in width and eleven inches in height (8½ × 11) and printed in easily legible typeface of not less than twenty (20) point font size.~~
- ~~(11) Signs required under subsections (9) and (10) herein are considered on-site non-commercial signs, shall be approved as part of the permitting application process described by this section, and will not be subject to the application process for signs under article VII of the land development regulations. Such signs may be window signs, freestanding signs, or wall signs, and their copy area shall not be calculated as part of the premises' total allowable number of signs or allowable sign copy area. However, such signs shall not be located in any setback or in a location which impedes pedestrian traffic or presents any other safety hazard and shall not be prohibited signs described in section 7.05.00.~~
- ~~(12) Dogs shall not be permitted to travel through indoor or undesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of~~

~~the public food service establishment shall not require entrance into or passage through any indoor or undesignated outdoor portion of the public food service establishment.~~

~~(d) *Non-transferability of permits.* A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale or transfer of a public food service establishment, but shall expire automatically upon such sale or transfer. The subsequent owner shall be required to reapply for a permit pursuant to this part if such owner wishes to continue to accommodate patrons' dogs.~~

~~(e) *Complaints and reporting.* In accordance with F.S. § 509.233(6), the code enforcement officer shall accept and document complaints related to the dog friendly dining program within the City of Flagler Beach, Florida, and shall timely report to the Florida Division of Business and Professional Regulation all such complaints and the city's enforcement response to such complaint. The city manager or designee shall also timely provide the Florida Division of Business and Professional Regulation with a copy of all approved applications and permits issued pursuant to this part.~~

~~(f) *Enforcement.* Any public food service establishment that fails to comply with the requirements of this section shall be guilty of violating this section of the City of Flagler Beach Code of Ordinances and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of this Code and general law. Each day a violation exists shall constitute a distinct and separate offense. The city shall have the authority to revoke a permit issued pursuant to this section for repeated violations of the requirements of this section.~~

SECTION FIVE. Amendment of the Code. Chapter 3 - Alcoholic Beverages; Article II. - Public Consumption; Section 3-19., "Permit for nonprofit organization; application; approval," of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 3-19. Permit for nonprofit organization; application; approval.

(a) Any duly recognized, bona fide nonprofit civic or service organization desiring to sell or dispense alcoholic or intoxicating beverages for drinking or consumption on any of the places set out in section 3-18 shall apply for a permit for same and shall fill out with the building planning and zoning official of the city an application which shall be sworn to and shall state:

(1) The name of the organization requesting permission;

(2) The name, address and telephone number of the organized and responsible head of such organization;

(3) The name, address and telephone number of the person who will be the chairman of the activity and who will be responsible for its conduct;

(4) The park, recreation area or facility for which such permit is desired;

(5) The date, hour of commencement and of termination;

(6) Any other pertinent information deemed necessary by the building planning and zoning official.

(b) The ~~building~~ planning and zoning official shall place the application for consideration at the next regular ~~or special~~ meeting of the city commission. It shall be the duty of the city commission at such meeting to either approve or disapprove such application as aforesaid, or to approve the application with qualifications that shall be endorsed upon the permit, and at all events such approval shall be specifically conditioned upon the applicant obtaining the applicable state beverage license and shall clearly set out the days, times and location of the activity for which the permit is granted.

* * *

SECTION SIX. Amendment of the Code. Chapter 16 – Sales; Article II Canvassers and Solicitors; Section 16-18. “Same -Application; Fee.” Section 16-19. “Same – Investigation and Issuance.” Section 16-20. “Surety Bond.” Section 16-24. “Inapplicability of Section 16-18 through 16-20 to designated persons.” of the Code of Ordinances is Amended as follows (Note: underline text indicates additions, strikethrough text indicates deletions).

Sec. 16-18. Same—Application; fee.

(a) Applicants for permits under this article must file with the city clerk a sworn application in writing, ~~in duplicate~~, on a form to be furnished by the city clerk, which shall give the following information:

- (1) Name and description of the applicant;
- (2) Permanent home address and full local address of the applicant; address of applicant for past five (5) years;
- (3) A brief description of the nature of the business and the goods to be sold;
- (4) If employed, the name and address of the employer, together with credentials establishing the exact relationship;
- (5) The length of time for which the right to do business is desired;
- (6) The place where the goods or property proposed to be sold, or orders taken for the sale thereof, are manufactured or produced, where such goods or products are located at the time the application is filed, and the proposed method of delivery;
- (7) A photograph of the applicant, taken within sixty (60) days immediately prior to the date of filing of the application, which picture shall be two (2) inches by two (2) inches showing the head and shoulders of the applicant in a clear and distinguishing manner;
- (8) ~~The fingerprints of the applicant and~~ the names of at least two (2) reliable residents of the county who will certify as to the applicant's good character and business respectability, or, in lieu of the names of references, such other available evidence as to the good character and business responsibility of the applicant as will enable an investigator to properly evaluate such character and business responsibility; and
- (9) A statement as to whether or not the applicant has been convicted of any crime, the nature of the offense and the punishment or penalty assessed therefor, the city reserves the right to refuse to permit a licensee to conduct an illegal activity.

- (b) After an application has been approved and a permit issued, a fee equivalent to the City of Flagler Beach's business tax for seasonal vendors and said fee shall be paid to the city clerk to cover the cost of investigation of the facts stated therein.

Sec. 16-19. Same—Investigation and issuance.

- (a) Upon receipt of such application, the original shall be referred to the ~~chief of police~~ the city's background screening company, who shall cause such investigation of the applicant's business and moral character to be made as ~~he deems~~ deemed necessary for the protection of the public good.
- (b) If, as a result of such investigation, the applicants character or business responsibility is found to be unsatisfactory, the ~~chief of police~~ city clerk shall endorse on such application his/her disapproval and his/her reasons for the same, ~~and return the application to the clerk~~, who shall notify the applicant that his application is disapproved and that no permit or license will be issued.
- (c) If, as a result of such investigation, the character and business responsibility of the applicant are found to be satisfactory, the ~~chief of police~~ city clerk shall endorse on the application his/her approval, execute a permit addressed to the applicant for the carrying on of the business applied for and ~~return the permit, along with application to the city auditor and clerk, who shall upon~~ payment of the prescribed license fee as authorized under the general licensing ordinance, deliver to the applicant his/her permit and issue a license. Such license shall contain the signature ~~and seal of the issuing officer of the city clerk~~ and shall show the name, address and photograph of the licensee, the class of license issued and the kind of goods to be sold thereunder, the amount of fee paid, the date of issuance and the length of time the same shall be operative, as well as the license number and other identifying description of any vehicle used in such soliciting or canvassing. The city clerk shall keep a permanent record of all licenses and provide copies to the chief of police upon issuance.
- (d) The city reserves the right to refuse to permit a license to conduct an illegal activity.

* * *

Sec. 16-20. Surety bond.

Every applicant, not a resident of the city, or who being a resident of the city represents a firm whose principal place of business is located outside the state, shall file with the city clerk a surety bond, to be in effect not less than one (1) year, running to the city in the amount of five hundred dollars (\$500.00) with surety acceptable to and approved by the city clerk conditioned that the applicant shall comply fully with all the provisions of the ordinances of the city, and the statutes of the state, regulating and concerning the business of solicitor or canvasser and guaranteeing to any citizen of the city that all money paid as a down payment will be accounted for and applied according to the representations of the solicitor or canvasser and further guaranteeing to any citizen of the city doing business with the solicitor, that the property purchased will be delivered according to the representations of the solicitor or canvasser. Action on such bond may be brought in the name of the city to the use or benefit of the aggrieved person.

* * *

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325 **Sec 16-24. Inapplicability of sections 16-18 through 16-20 to designated persons.**

326 The provisions of section 16-18 relating to application for permits, and section 16-19 relating to
327 investigation and issuance of permit or license, ~~and section 16-20 relating to bond~~ shall not be
328 applicable to a resident or organization of the city, except as otherwise provided in this article.

329

330 * * *

331

332 **SECTION SEVEN. Amendment of the Code.** Chapter 19 – Traffic and Motor Vehicles; Article III Truck
333 Routes; Section 19-55. "Enforcement." of the Code of Ordinances is Amended as follows (Note: underline
334 text indicates additions, strikethrough text indicates deletions).

335 **Sec. 19-55. Enforcement.**

336 ~~(a) Clerk maintains maps.~~ The city clerk shall keep and maintain accurate maps setting out truck routes
337 and streets upon which truck traffic is permitted; the maps shall be kept on file in the office of the
338 city clerk and shall be available to the public.

339 (b) *Police department maintains signs.* The police department of the city shall cause all truck routes
340 and those streets upon which truck traffic is prohibited to be clearly sign-posted to give notice
341 that this article is in effect. No person shall be charged with violating the provisions of this article
342 by reason of operating a truck upon a street wherein truck travel is prohibited unless appropriate
343 signs are posted on such street.

344

345 * * *

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347 **SECTION EIGHT. Amendment of the Code.** Chapter 22 – Watercraft and Waterways; Article II – Bulkheads;
348 Division 3 Intracoastal Waterway; Section 22-52. "Building Permit, Fee."

349 **Sec. 22-52. - Building permit, fee.**

350 Any person desiring to construct a bulkhead on and along the bulkhead line within the city shall first file
351 plans for the construction with the city clerk City Planner and show satisfactory compliance with all laws
352 and regulations of the state and the federal government for the construction, the location of the proposed
353 construction, and compliance with all requirements of the proposed construction, and compliance with
354 all requirements of this division and, thereupon, the city clerk shall issue a building permit for the
355 construction of the bulkhead, ~~charging the person so constructing the bulkhead the sum of five dollars~~
356 ~~(\$5.00) for the first one hundred (100) feet or any portion thereof, and two dollars (\$2.00) for each~~
357 ~~additional one hundred (100) feet or any portion thereof.~~

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

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

SECTION ELEVEN. 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 TWELVE. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS 28TH DAY OF AUGUST 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Pattie King, Mayor

ATTEST:

Penny Overstreet, City Clerk

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website.

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 6, BEACHES AND RECREATION, SECTION 6-41, "USE CHARGES," CHAPTER 5, ANIMALS, DELETING SECTION 5-6 "REQUIREMENTS FOR REGISTERING/LICENSING OF ANIMALS", AMENDING SECTION 5-19, "FEES", AMENDING CHAPTER 3, ALCOHOLIC BEVERAGES, SECTION 3-19 "PERMIT FOR NONPROFIT ORGANIZATION; APPLICATION; APPROVAL," AMENDING CHAPTER 16, SALES, ARTICLE II, CANVASSERS AND SOLICITORS, SECTION 16-18, "APPLICATION; FEE," SECTION 16-19, "INVESTIGATION OF ISSUANCE," DELETING SECTION 16-20, "SURETY BOND," AMENDING SECTION 16-24, "INAPPLICABILITY OF SECTIONS 16-18 THROUGH 16-20 TO DESIGNATED PERSONS," AMENDING CHAPTER 19 TRAFFIC AND MOTOR VEHICLES, SECTION 19-55 "ENFORCEMENT" AND AMENDING CHAPTER 22, WATERCRAFT AND WATERWAYS; ARTICLE II, BULKHEADS; DIVISION 3, INTRACOASTAL WATERWAY, SECTION 22-52 "BUILDING PERMIT, FEE," OF THE CODE OF ORDINANCES; AMENDING SECTIONS OF THE CODE THAT ARE NO LONGER APPLICABLE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

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

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

1. Summary of the proposed ordinance:

Ordinance 2025-13 removes redundant and/or unnecessary provisions from the Code of Ordinances.

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

To the extent the proposed ordinance has any impact on private businesses, the City expects it to be a positive impact in that the ordinance removes fees and regulatory language that is no longer applicable within the City.

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

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

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

COUNTY OF FLAGLER

STATE OF FLORIDA

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

being a Notice of Public Hearing

in the matter of September 25th

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

issues of 9/11/2025

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

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

Nancy Kay Raymond
Nancy Kay Raymond

Nancy Kay Raymond

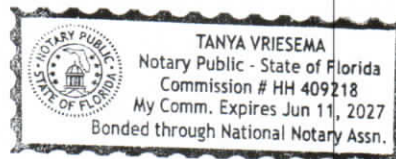
Sworn to and subscribed, and personally appeared by physical presence before me,

11th day of September, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Tanya Vuisma

Notary Public, State of Florida
(SEAL)

[illegible]



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From: Penny Overstreet, City Clerk
Meeting Date: September 25, 2025
Item Name: Ordinance 2025-15. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the City Charter Sections 7.05(b) Runoff and 7.02(a) Qualifying; modifying the runoff election date and qualifying period for the 2026 General Municipal Election and in each subsequent year except for those years that are multiples of four (4) to a period that is in harmony with the Statutory Vote-By-Mail requirements imposed on the Supervisor of Elections; providing for severability; providing for conflicts; providing for codification; and providing an effective date (Second [Final] Reading).

Background:

Ordinance 2025-15 passed first reading at the August 28, 2025, meeting. Resolution 2025-80 is presented to set the qualifying period for the 2026 Municipal Election.

The City Clerk was notified by the Supervisor of Elections Office that the deadline for the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) to mail ballots overseas is January 17, 2026. This conflicts with the City's qualifying period. The Charter requires regular qualifying to begin the day after the first meeting in January and continue for 5 business days, putting the City's qualifying opening on January 9th and ending on the 15th. These dates do not allow enough time for the Election Office to get the ballots printed and postmarked by the 17th. A workaround for this issue is to hold a special meeting on January 5th, which is a Monday, and the regular qualifying will end at 5:00 pm on January 12th. This solution would only apply to the 2026 qualifying period, and would continue to be an issue going forward, as the UOCAVA rule is that overseas ballots for the military have to be mailed 45 days in advance of an election.

The second issue is Section 7.05 (b) of the Charter regarding run-off elections. Our charter states that in the event of a tie, the run-off elections shall be no later than 35 days after the election. This would not meet the UOCAVA rules.

After seeking advice from Attorney Smith, he advised Sections 166.021(4) and 100.3605, Florida Statutes, allow cities to amend their charters by ordinance to change the dates for qualifying and for election of members and provide for the orderly transition of office resulting from such

date changes. Therefore, the Commission can adopt language via an ordinance, without having to go to a referendum to align with the compliance deadlines established by Florida Statutes and Florida Election Code Chapter 97-106.

The adoption of this ordinance will resolve the qualifying and run-off scheduling issues and bring compliance.

Fiscal Impact:

The City Clerk's budget will fund the cost to advertise and codify this ordinance.

Staff Recommendation:

City staff recommends approval of the Ordinance (Second [Final] Reading).

Attachments:

1. 2025-15
2. BIS 2025-15 Qualifying and Runoff dates
3. Affidavit 2025- 13 14 and 15

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2
3 **ORDINANCE 2025-15**
4

5 **AN ORDINANCE OF THE CITY COMMISSION OF THE**
6 **CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE**
7 **CITY CHARTER SECTIONS 7.05(b) RUN-OFF AND 7.02 (a)**
8 **QUALIFYING; MODIFIYNG THE RUN-OFF ELECTION**
9 **DATE AND QUALIFICATION PERIOD FOR THE 2026**
10 **GENERAL MUNICIPAL ELECTION AND IN EACH**
11 **SUBSEQUENT YEAR EXCEPT FOR THOSE YEARS THAT**
12 **ARE MULTIPLE OF FOUR (4), TO A PERIOD THAT IS IN**
13 **HARMONY WITH THE STAUTORY VOTE-BY-MAIL**
14 **REQUIREMENTS IMPOSED ON THE SUPERVISOR OF**
15 **ELECTIONS; PROVIDING FOR SEVERABILITY;**
16 **PROVIDING FOR CONFLICTS; PROVIDING FOR**
17 **CODIFICATION; AND PROVIDING FOR AN EFFECTIVE**
18 **DATE.**
19

20 **WHEREAS**, the City of Flagler Beach Charter Sec. 7.05(b) Run-off establishes the
21 date for a run-off election as no later than the 35th day after the city election and Sec. 7.02(a)
22 – Qualifying; establishes the candidate qualifying period to be no sooner than 5:00 p.m. EST
23 on the 47th day prior to the general election; and.
24

25 **WHEREAS**, the Supervisor of Elections finds that due to procedural processes, deadlines
26 and statutory requirements a run-off city election date of anything less than five (5) weeks after
27 the general city election is not possible; and
28

29 **WHEREAS**, pursuant to Florida Statutes 101.62(3)(a) the Supervisor of Elections
30 must send vote-by-mail ballots to absent stateside and overseas military, and overseas citizens
31 no later than 45 days before each election and under the current charter Sec. 7.02(a) the
32 qualifying period would conclude on the 47th day, resulting in non-compliance with Florida
33 Statute; and
34

35 **WHEREAS**, the City of Flagler Beach finds it to be in the best interest of its citizen
36 taxpayers to pursue the substantial cost savings to be achieved by modifying its run-off
37 election date and municipal election qualifying period to align with the compliance deadlines
38 established by Florida Statutes and Florida Election Code Chapter 97 -106; and
39

40 **WHEREAS**, Sections 166.021(4) and 100.3605, *Florida Statutes*, allow cities to
41 amend their charters by ordinance to change the dates for qualifying and for election of
42 members and provide to the orderly transition of office resulting from such date changes; and
43

44 **WHEREAS**, it is in the best interests of the citizens of Flagler Beach to modify the
45 date of the run-off election and the qualification period of candidates for Mayor or City
46 Commission to a period that is in harmony with the Florida Statutes and Florida Election
47 Code.
48

49 **NOTE:** Underlined words constitute additions to the City of Flagler Beach Charter,

~~strike through~~ constitutes deletions from the City of Flagler Beach Charter.

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

SECTION 1: The recitals set forth above are hereby adopted as findings of the City Commission of the City of Flagler Beach, Florida.

SECTION 2: Sections 7.02(a) and 7.05(b) of the City of Flagler Beach Charter are amended as follows:

Section 7.02. Qualifying.

- (a) ~~At the first Commission Meeting in January the Mayor shall read the election proclamation.~~
The candidate qualifying period shall be set by the City Clerk subject to ratification and approval by the Commission by resolution. Candidate qualifying shall begin at 9:00 a.m. on the the following business day set by resolution and continue for the next five (5) business days, except when a presidential preference primary occurs, the qualifying period shall be set by the City Commission. Any candidate wishing to qualify using the petition process, must collect the required signatures prior to the qualifying period in accordance with F.S. § 99.095.
- (b) Candidates for the Office of City Commissioner or Mayor shall be a registered voter in Flagler Beach and shall have resided within the corporate limits of the City for at least one (1) year prior to the date of qualification.
- (c) To be considered qualified for the election, candidates shall appear in person before the City Clerk during regular business hours at City Hall;
- produce the original notice of obtaining ballot position pursuant to F.S. § 99.095 or pay a qualification fee in an amount equal to six percent (6%) of the annual salary of the position to which said person seeks election; pay an additional one percent (1%) of the annual salary of the position for the state election assessment, pursuant to F.S. § 99.093;
 - pay any other fees as set by law, and fill out qualification material as required by the City Clerk, the Supervisor of Elections or by law.
- (d) For any special election the City Commission shall set the qualifying period by resolution.

* * *

Section 7.05. Schedule and notice of elections.

- (a) *General Election.* The general election for the City shall be held on the first Tuesday after the first Monday in March of each year, except if a presidential preference primary occurs, the election shall be held on that Tuesday. The candidates receiving the highest number of votes shall be declared the winner. Since terms for elected officials are staggered so that no more than two (2) Commission seats are on the ballot at any one time, the Mayor and one (1) Commissioner shall be placed on the ballot in one year; two (2) Commissioners in the next year and two (2) Commissioners in the following year. Nothing herein shall alter the terms of Commission Members presently holding office. All notice requirements, as set forth in (d) shall apply to the general election.

- (b) *Run off.* In the event of a tie vote for any seat in the general election or special election, a run off election of the tied candidates shall be held for that seat ~~no later than the 35th day after the election~~ in accordance with the date provided by the Flagler County Supervisor of Elections and set by resolution of the Commission. All notice requirements, as set forth in (d) shall apply to run off elections. In the event the run-off election ends in a tie, state statute shall apply.
- (c) *Special election.* The City Commission by resolution shall fix the date and qualifying period for a special election. All notice requirements, as set forth in (d) shall also apply to special elections.
- (d) *Notices.* At least thirty (30) days' notice, exclusive of the day of publication and the day of election, shall be given for all elections held pursuant to this Charter. The notice shall be given by publication in a newspaper of general circulation in the City of Flagler Beach and made once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held, notices shall be provided as by state law.

SECTION 3: Conflicts. All ordinances or parts thereof in conflict herewith are and the same are hereby repealed.

SECTION 4: Severability. If any section, paragraph, subsection, sentence, 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 portions hereof.

SECTION 5: Codification. The provisions of this Ordinance shall be codified as and become and be made a part of the *Charter of the City of Flagler Beach*. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance," or similar words, may be changed to "Section," "Article," or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 6: This Ordinance shall take effect immediately upon its adoption.

PASSED FIRST READING this 28th day of August 2025.

ADOPTED by the City Commission of the City of Flagler Beach, Florida, this _____ day of September 2025.

CITY OF FLAGLER BEACH, FLORIDA

Patti King, Mayor

ATTEST:

APPROVED AS TO FORM:

Penny Overstreet
City Clerk

D. Andrew Smith, III
City Attorney

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website.

ORDINANCE NO. 2025-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CITY CHARTER SECTIONS 7.05(b) RUN-OFF AND 7.02 (a) QUALIFYING; MODIFYING THE RUN-OFF ELECTION DATE AND QUALIFICATION PERIOD FOR THE 2026 GENERAL MUNICIPAL ELECTION AND IN EACH SUBSEQUENT YEAR EXCEPT FOR THOSE YEARS THAT ARE MULTIPLE OF FOUR (4), TO A PERIOD THAT IS IN HARMONY WITH THE STATUTORY VOTE-BY-MAIL REQUIREMENTS IMPOSED ON THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

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

1. Summary of the proposed ordinance:

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

Ordinance 2025-16 provides for modification of qualifying and run-off election dates in order to conform the City's qualifying and election schedule to the schedule the County Supervisor of Elections must follow in order to meet its statutory obligations.

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

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

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

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



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From: Penny Overstreet
Meeting Date: September 25, 2025
Item Name: Resolution 2025-80. A Resolution by the City Commission of the City of Flagler Beach, Florida, designating the dates of the Qualifying Period for the 2026 Municipal Election; providing for conflict and an effective date.

Background:

Ordinance 2025-15, amended the Flagler Beach Charter for the qualifying period for Municipal Elections to be compliant with the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA). A requirement of this ordinance is for the City Clerk to present a Resolution setting the qualifying period to the City Commission for approval.

Resolution 2025-80 establishes the 2026 City of Flagler Beach Municipal Election Qualifying Period beginning on December 12, 2025, at 9:00a.m. and continuing for five working days ending at 5:00 p.m. on December 18, 2025. Candidates would be required to pay the 1% State Elections Assessment (\$104.43) and 6% of the annual salary (\$626.58) a total of \$731.01.

Potential Candidates may also qualify via the Petition Process starting at 9:00 a.m. on Tuesday, September 23, 2025. Candidates must first come meet with the City Clerk to complete their DSDE9 Appointment of Campaign Treasurer, provide proof of residency and voter registration before they begin collecting petitions. Then those 45 valid petitions (1% of the registered voters at the close of the deadline to register at the 2024 General Election) must be certified by the Flagler County Supervisor of Elections before the deadline of Noon on November 13, 2025, 28 day prior to the start of regular qualifying per Section 99.095 (3) Florida Statutes.

Fiscal Impact:

N/A

Staff Recommendation:

Staff recommends approval of Resolution 2025-80 (Second [Final] Reading).

Attachments:

1. 2025-80

RESOLUTION 2025-80

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, DESIGNATING THE DATES OF THE QUALIFYING PERIOD FOR THE 2026 MUNICIPAL ELECTION; PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, Ordinance 2025-15 amended the Charter for the Qualifying period for Municipal Elections to be compliant with the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA). A requirement of this ordinance is for the City Clerk to present a Resolution setting the qualifying period to the City Commission for approval; and,

WHEREAS, an annual requirement of Ordinance 2025-15 is for the City Clerk to present a resolution for consideration setting the qualifying dates for each year's Municipal Election; and

WHEREAS, Resolution 2025-80 establishes the 2026 City of Flagler Beach Municipal Election Qualifying Period beginning on December 12, 2025, at 9:00 a.m. and continuing for five working days ending at 5:00 p.m. on December 18, 2025.

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

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

SECTION 2. The regular Qualifying period for the 2026 Flagler Beach Municipal Election is hereby set as beginning on December 12, 2025, at 9:00 a.m. and continuing for five working days ending at 5:00 p.m. on December 18, 2025.

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

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

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 28TH day of August 2025.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

PENNY OVERSTREET, CITY CLERK



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission
From:
Meeting Date: September 25, 2025
Item Name: Ordinance 2025-19. An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for severability, conflict, and an effective date (First Reading).

Background:

The City of Flagler Beach applied for and received the 2024 Flagler County Tourism Development Council Capital Project Grant funds to renovate the Pier's service building and to build a 4,000 square foot promenade which will be used for events. Flagler County and the City entered into a funding agreement, approved by the City Commission in Resolution 2024-72. The grant proposal and funding agreement requires the City to update its Special Events Ordinance in preparation of the new facility, which is expected to bring more special event activities.

The Special Events Ordinance was first adopted to the City of Flagler Beach Code of Ordinances in 2002.

The following proposed Special Events Ordinance was edited and reviewed by staff, including the City Clerk, Deputy City Clerk, the City Attorney, and Police Leadership. The revisions reflect current practices, provide administrative flexibility, streamline requirements, and encourage adherence by staff and applicants.

While this staff report details section-by-section edits, several reoccurring modifications appear throughout the proposed ordinance and are not repeated in each section:

1. Removal of "permit": Staff does not issue a permit; written approval is granted, usually via email. The ordinance now reflects this practice.
2. Removal of "special event planning meeting": This change allows staff to adopt internal review processes that can adapt over time. It does not prevent staff from requesting a planning meeting when necessary.
3. Removal of references to positions: Except for the City Manager and Police Chief, references to specific positions were removed or replaced with "and/or designee" to provide flexibility in delegating responsibilities.
4. Site plan sketch: A site plan sketch is now required with the Special Event Application (SEA) and referenced throughout the ordinance.

5. Fee Schedule reference: The ordinance now aligns with the City's practice of adopting an annual Fee Schedule by resolution.
6. Section sequence: Sec. 4-104 through Sec. 4-107 were moved for the proper sequence of the complete application process.
7. Grammar adjustments: Capitalization and other minor changes.

Sec. 4-102. Section was reorganized eliminate redundancy. The article establishes that all special events require City approval through the Special Event Application (SEA). Part (b) was moved to Sec. 4-110. Alcohol and Beverage Sale and part (c) wording was moved to Sec. 4-105. (b)(4).

Sec. 4-103. Definitions.

Applicant(s). The definition was changed to properly reference SEAs.

Certificate of Insurance. Definition was added due to its significance.

City Event. Removal of "sponsor" to prevent confusion.

City Services. Added definition due to significance.

Commercial. Clarified to include the orders of goods and services.

Cottage food vendor. Added to recognize an increase in Itinerant Merchant applications from these vendors. Referenced later in the code under Sec. 4-107.

Fees. References the Fee Schedule adopted by the City Commission through resolution.

Home-based craft vendor. Added to recognize increased home-based craft vendors; referenced in Sec. 4-107.

Special Event. Clarified and unrelated portions relocated.

Classifications of Event: Major, Intermediate, and Minor were adjusted to better reflect the forms of applications that the city receives: city services totaling \$2,500 and over, between \$2,499 and \$500, and below \$499, respectively.

Special Event Permit. The definition was removed.

Temporary Structure. The definition includes reference to a set-up time.

Itinerant Merchant (IM). Modified to include orders for goods and services, and redundant wording was removed.

Sec. 4-104. Part (a) provides a timeline for the applicant to submit an SEA based on event classification. City Commission approval requirements for major events was removed to streamline the application process. Reference to payments and fees was moved to Sec. 4-108. Denial of an application and its costs are described in Sec. 4-105(b) and (d). Part (b) clarifies additional documents to include with the SEA, adopting wording from the former part (c).

Sec. 4-105. The section establishes actions that the city shall take within 10 business days of receipt of the SEA, a change from the original five days. For centralization, disapproval reasons found throughout the ordinance was place in part (b). Part (c) offers the applicant an appeal option if an event is disapproved, and (d) removes refund language.

Sec. 4-106. Clarifies applicant and IM responsibility before, during, and after an event, and provides a timeline for payment of IM permit fees. Part (b) was edited to provide a time frame

for required documents, part (e) was taken from another part of the code and placed here as it pertains to IMs. Part (f) was originally Sec. 4-122 but was moved to this section.

Sec. 4-107. Parts (a), (b), and (c) were edited for clarity. Part (d) exempts home-based crafters and cottage food vendors from providing an LBTR, responding to the rise in IM permit requests. This change makes events more accessible to these small-scale vendors, who often lack the required documentation.

Sec. 4-108. Edited for clarity, to provide a time frame for payment, and amount needed for a deposit.

Sec. 4-110. Edited for centralization of alcohol provisions. Reference added to Sec. 4-127(b)(4).

Sec. 4-111. Section (a) rewritten for clarity.

Sec. 4-114. Part(a) was edited to remove conflicting verbiage; portable toilet formula was retained.

Sec. 4-115. The formula in part (b) was updated to reflect current sanitation practices. A time frame was added for removal of dumpsters following an event.

Sec. 4-121. Edits made for clarity.

Sec. 4-125. Generalized provisions to provide staff flexibility.

Sec. 4-127. Edits made to (b)(4) b. to properly reference the updated code.

Fiscal Impact:

Special event fees are intended to cover the cost of City staff/activities/equipment incurred during a Special Event.

Staff Recommendation:

City staff recommends approval of Ordinance 2025-19 (First Reading).

Attachments:

1. Ordinance 2025-19
2. Special Events Ordinance Exhibit A
3. Special Events Ordinance Clean Copy

1
2 **ORDINANCE NO. 2025-19**
3

4 **AN ORDINANCE OF THE CITY OF FLAGLER BEACH,**
5 **FLORIDA, RELATED TO SPECIAL EVENTS; AMENDING**
6 **THE CITY REQUIREMENTS AND PROCESSES FOR**
7 **SPECIAL EVENTS WITHIN THE CITY; PROVIDING FOR**
8 **SEVERABILITY, CONFLICT, AND AN EFFECTIVE DATE.**
9

10 **WHEREAS,** the City Code related to special events has not been updated in many
11 years; and
12

13 **WHEREAS,** City staff has conducted a review of the City Code related to special events
14 and identified steps to streamline the process to make it more efficient for applicants and the City;
15 and
16

17 **WHEREAS,** the City Commission has considered the amendments proposed by City
18 staff and determined that the amendments contained herein to be in the best interest of the City of
19 Flagler Beach, its residents, business, and visitors.
20

21 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF**
22 **THE CITY OF FLAGLER BEACH, FLORIDA THAT:**
23

24 **SECTION ONE. Amendment of Code.** Article III, "Special Events," of the Code of Ordinances
25 is hereby amended as shown on attached Exhibit "A" which is incorporated herein and made a part
26 hereof. NOTE, within Exhibit "A" underline text represents additions, ~~striketrough text~~
27 represents deletions, and ellipses (***)

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

31 **SECTION THREE. Severability.** If any section, sentence, phrase, word or portion of this
32 Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not
33 be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase,
34 word or portion of this Ordinance not otherwise determined to be invalid, unlawful or
35 unconstitutional.

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

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

41 PASSED ON FIRST READING THIS _____ DAY OF _____ 2025.

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PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

EXHIBIT "A"

ARTICLE III. SPECIAL EVENTS

Sec. 4-101. Title.

This article shall be known as the Special Events Ordinance of Flagler Beach, Florida.

Sec. 4-102. Permit Special Event Approval required; compliance with article provisions.

- (a) All special events shall comply with the provisions set forth in this article and with all terms, conditions, and requirements identified in an issued permit. ~~the special event application (SEA) approval. No A special event held within the incorporated portion of the City shall be conducted without require obtaining a approval from the City special event permit, (SEP) unless exempted from permit requirements under this article. All special events shall comply with the provisions set forth in this article and with all terms, conditions, and requirements identified in an issued permit. The applicant must get an itinerant merchant's license ("IML") for each vendor operating at the event site. Fees to be assessed include an application fee, itinerant license fee, and a refundable deposit to be assessed against cost incurred by the city.~~
- (b) ~~The dispensing of or sale and consumption of alcoholic beverages, at a special event, must be conducted only within a temporary or permanent permitted structure on property properly zoned for commercial activity, and the building and parking must meet all applicable building codes and regulations.~~
- (c) ~~A permit shall only be issued for a special event that complies with all applicable city zoning district and land use regulations.~~

Sec. 4-103. Definitions.

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

Applicant. The individual(s) or entity that ~~makes submits an SEA~~ Application to the ~~e~~City to hold a special event. The applicant is responsible for compliance with terms and conditions set forth in the ~~special event planning meeting, and requirements set forth herein~~ Special Events Ordinance. The owner or owners of any property on which a special event occurs shall also be deemed the applicant in terms of responsibility or liability for violation of this article or other federal, state, or local regulations occurring on any such property because of such special event.

Application means a written application for a proposed special event ~~permit~~. The application form shall be provided by the ~~city clerk's office~~ City.

Certificate of Insurance is proof of insurance coverage for the insured party.

City ~~sponsored~~ event means those activities or events ~~initiated organized~~ by the ~~e~~City, ~~which take place on city-owned or city-controlled property for up to three (3) days in which the general public is invited.~~

City co-sponsored event. City co-sponsored events are community based and nonprofit events that are free to the public and approved by the ~~e~~City ~~e~~Commission to name the ~~e~~City as a co-sponsor. The ~~e~~City's level of co-sponsorship shall be determined ~~in by~~ the sole discretion of the ~~e~~City ~~e~~Commission.

City services means any additional city run services beyond those that are regularly provided by the City such as additional police services, traffic control, crowd control, fire and/or emergency medical services, street closures, garbage cleanup, or other municipal services which may be necessary to service the event.

Commercial means for the purposes of this article, ~~"commercial" shall mean~~ the charging of a for-profit admission fee or for-profit sale and orders of goods or services; except that commercial zoning shall mean that category of zoning in the city land development regulations.

Cottage food vendor means an individual who produces and sells cottage food products in accordance with Section 500.80, Florida Statutes, and related rules of the Florida Department of Agriculture and Consumer Services (FDACS).

Fees shall mean any cost associated with a special event, including but not limited to, the permit-application fee, any appeal fee, and all costs to be assessed or required by the City to conduct support a special event as set forth by the City Commission by resolution, known as the Fee Schedule, after reasonable notice. Any fees shall be limited to reasonably reflect expected costs.

Home-based craft vendor means an individual who produces and sells handmade, non-food items from a residence on a limited basis and is not primarily engaged in operating a commercial business.

Public property means any public street, sidewalk, place, property, easement, structure, or facility owned, dedicated, controlled, or otherwise under the proprietary jurisdiction and control of the City.

Resolution means a resolution by the City Commission providing dollar amount of fees, licenses, and providing other special event criteria.

Special event means an special event that is a non-routine happening or a social activity bringing organized to include or attract a large number of people together in a defined area, which in the City's opinion, for event activities which in the opinion of the police and fire chief require city resources and services to ensure safety and coordination. It can be reasonably expected by promotion efforts or past experience that the number of persons attending the event will require services beyond those that are regularly provided by the city such as additional police services, traffic control, crowd control, fire and/or emergency medical services, street closures, garbage cleanup, or other municipal services which may be necessary to service the event. This may include, but not be limited to, contests, fairs, carnivals, festivals, concerts, seasonal or annual automotive/motorcycle events, competitions, street dances, car shows, art/craft shows, or other similar activities which meet the definition listed herein for special events. Special events may be used to fund-raise for non-profit or charitable organizations serving the city, to enhance community and/or neighborhood relations and unity, to promote cultural and ethnic diversity to market and/or promote the city, or the county and/or to enhance and promote economic activity within the city. Special events shall be classified as follows:

- (1) Major event. An event of one (1) or more day duration with a cost of over two five thousand five hundred dollars (\$2,50000.00) for city services, staff, overtime and equipment use.
- (2) Intermediate event. An event of one (1) or more day duration with a cost of between one thousand five hundred dollars (\$1,05000.00) and four two thousand nine hundred ninety-nine dollars (\$4,2,99900.00) for city services, staff, overtime and equipment use.
- (3) Minor event. An event of one (1) day or less duration, with a cost of less than one thousand four hundred ninety-nine dollars (\$1,00049900.00) for city services, staff, overtime and use of equipment.

Special events permit means a permit issued by the city for the purposes of controlling and mitigating the impacts of a special event.

Temporary structures includes, but isare not limited to, sheds, booths, bleachers, canopies, tents, stages, and fences for temporary purposes during an event. Such structures shall not be erected prior to "set-up" time and shall be removed by the "break-down" be removed upon the expiration of the time limit stated in the permit.

Itinerant merchant (vendors or IMs) means any person, vendor, concession, business corporation, entity, or enterprise providing the immediate sale of goods or services, or orders for goods and services for profit at or in conjunction with any special event as defined above, if the applicant provides for the sale of goods or services for profit, the applicant shall be deemed an itinerant merchant.

Sec. 4-104. Submission of Special Event Application to the eCity; application fees.

- (a) Whenever a special event requiring a permit is planned to be held within the city, a special events application form provided by the city must be completed by the applicant at least sixty (60) days prior to the event. A

~~completed SEA must be submitted to the City no less than 30 days prior to a minor event, 40 days prior to an intermediate event, 60 days prior to a major event. An application for a major event must be brought to the city commission at least sixty (60) days prior, and will only be considered for a special events permit if the city commission has voted to approve the event as an agenda item. A check, made payable to the city for a special event application fee, will also be required at time of application. The fee will be in the amount set forth in the resolution, or as otherwise set by ordinance. If the application is denied approval, fifty (50) percent of the application fee shall be returned by the city.~~

- ~~(b) All special event applications SEAs will be submitted through to the city clerks office City. A completed SEA will include a complete and accurate SEA, site plan sketch, SEA fee as established by resolution by the City Commission in a Fee Schedule, certificate of insurances naming the City additionally insured in the amount of one million dollars (\$1,000,000.00) or two million dollars (\$2,000,000.00) if the event includes pyrotechnics/fireworks. If the applicant is a non-profit, the application will include an Internal Revenue Service (IRS) determination letter. A copy of the special events ordinance and a sample SEP/IML vendor permit shall be available at city hall or on the city web site for any member of the public. The applicant(s) shall be responsible to obtain and to provide the SEP/IML permit form to each vendor, concession, business, and itinerant merchant who will be participating during the event with copies and payment to the city within three (3) business days before the event, and if alcohol is to be served, applicant shall make special reference to alcohol liability.~~
- ~~(c) The special event applicant must provide to the city a certificate of insurance in the amount of one million dollars (\$1,000,000.00) and name the city as additionally insured thirty (30) days prior to the event. If the event(s) include pyrotechnics/fireworks a certificate of insurance in the amount of two million dollars (\$2,000,000.00) naming the city as additionally insured will be required thirty (30) days prior to the event.~~

Sec. 4-105. Itinerant merchants (vendors/concessions/businesses).

- ~~(a) The applicant shall obtain and display at all times an itinerant merchant license (IML) from the city for each I.M. located on said applicant's special event property location. Each separate itinerant merchant must have an IML. Any person who claims to be an employee of an itinerant merchant but appears to be operating as an independent merchant must be able to demonstrate to the satisfaction of the city that said person is in fact an employee and not an independent contractor; otherwise, that person will be classified as a separate itinerant merchant. The applicant shall be held responsible for obtaining the IML and meeting the requirements of this article, including payment of the administrative fee.~~
- ~~(b) Food vendors must meet all the requirements of the division of hotels and restaurants of the state department of business and professional regulation and/or department of agriculture. Food vendors must be able to show proof that they have been properly licensed by these agencies, and hold a certificate of insurance in the amount of one million dollars (\$1,000,000.00) or as otherwise set by the city attorney, with the city named as an additionally insured. The certificate of insurance shall be provided to the city a minimum of thirty (30) days prior to the event.~~
- ~~(c) Other providers of goods or services must operate in compliance with the provisions set forth in this Code, [and] state statutes pertaining to those goods or services, and any other applicable state regulations. A violation of state law or regulation pertaining to said provision of goods or services shall be deemed a violation of this article.~~
- ~~(d) Each amusement ride/attraction must comply with the Standard Device Code 1997 edition or as new editions are adopted by the Florida Building Code, along with meeting all general liability requirements, and operator/owner must hold a one million dollar (\$1,000,000.00) certificate of insurance with the city named as an additionally insured provided to the city a minimum of thirty (30) days prior to the event.~~

~~Sec. 4-106. Exemptions from special event permit requirements, fees and/or itinerant merchant (I.M.) license requirements.~~

- ~~(a) As a participating I.M., existing city business tax receipt holders are exempt from the I.M. requirements and the administrative fees.~~
- ~~(b) Any organization may request a need-based fee waiver from the city commission. Non-profit organizations in possession of a certificate granting a tax-exempt status recognized by the United States Internal Revenue Service are exempt from the application fee.~~
- ~~(c) City-sponsored events are exempt from special event permit requirements, fees and/or itinerant merchant license requirements.~~

Sec. 4-107~~5~~. Review of Special Event permit aApplication.

- ~~(a) The manager and/or his/her designee will review the initial application, after receiving a copy of a complete special events application from the city. The City Manager or his/her designee shall make every attempt to review the application, inform the applicant if the application is incomplete, notify the applicant if the event is deemed a special event, of any additional requirements or modifications, and an estimate of costs within ten (10) business days of application receipt. The manager and/or his/her designee shall make every attempt to review the request within five (5) business days of receipt to determine if the proposed event will in fact be designated as a special event. If so determined, the city will schedule a special event planning meeting with the applicant. The manager and/or his/her designee and the applicant(s) will review the proposed events impact on the city to establish procedural requirements, necessary city services, and appropriate fees and correct any deficiencies from public health and safety standpoint that may be necessary and/or in the best interest of the city. Minor and intermediate events will be approved/disapproved by the city manager and/or his/her designee, and shall be notified in writing of any other additional requirements or modification of requirements within approximately ten (10) days after the special event planning meeting. For major events the applicant(s) shall be notified in writing of placement on commission agenda, and/or any other additional requirements or modification of requirements, within approximately ten (10) days after the special event planning meeting described afore. Any other provision notwithstanding upon the determination of the building department, fire department or the police department, that any additional health, safety, welfare requirement or modification of requirements is reasonably necessary, such notice may be given to the applicant at any time. No permits will be issued until all fees are paid. If the manager and/or his/her designee deems that the application qualifies as a major event, it shall be placed on the next available commission agenda for discussion/approval/disapproval within approximately thirty (30) days of receipt of application.~~
- ~~(bb) The City will make every attempt to notify the applicant if the SEA is denied within ten (10) business days of application receipt. An special event application-SEA may be denied on any of the following grounds:~~
 - ~~(1) The SEA, application for permit (including any required attachments and submissions,) is not fully completed and executed accurate.~~
 - ~~(2) The applicant has not tendered the required application fee with the application.~~
 - ~~(3) The applicant is legally incompetent to contract or to sue and be sued.~~
 - ~~(4) The proposed event or activity is prohibited by or inconsistent with this Code or, the city comprehensive plan, zoning district, or land use regulations.~~
 - ~~(5) The activity described in the application would present an unreasonable danger to the health or safety of the applicant, participants, public employees or members of the public.~~
 - ~~(6) The proposed event or activity is prohibited by federal, state, or local regulations.~~
 - ~~(7) The event does not have or plan for adequate parking to accommodate the event.~~

- (8) The event is proposed for a site that is inherently hazardous to the participants or other highway users.
- (9) The event would have a substantial adverse impact on the health, safety, and welfare of neighboring residents and businesses of the proposed event.
- (10) The Police Department in conjunction with other law enforcement agencies does not have sufficient resources to manage the necessary road closures and/or traffic control necessary to service the event.
- (11) The requirements identified by the City to ensure public health, safety, and welfare have not been met.
- (12) The City may reasonably limit the duration of the event including the hours of the event and the number of days it can be conducted to minimize adverse impact caused by the activity. Special event duration shall not exceed three (3) days.
- (ce) An applicant may appeal the denial of an application to the eCity eCommission at the next available meeting. Any such appeal must be filed with the City mManager and/or his/her designee within ~~seven (7)~~ three (3) business days of the date the permit application denial was sent to the applicant. ~~Appeal fees shall be set by resolution.~~
- (de) If an event is not approved, the eCity shall not be responsible for any costs incurred in relation to the event; ~~but shall refund fifty (50) percent of the application fee.~~

Sec. 4-106. Itinerant Merchants (vendors/concessions/businesses).

- (a) The applicant shall be responsible for providing the IM application form to each participating IM and obtaining and submitting completed IM application forms with copies of required licenses, insurances, and Local Business Tax Receipt to the City no later than ten (10) business days before an event. The City will provide the IM Permit to the applicant. The applicant shall be responsible for ensuring that every IM displays its city-issued IM Permit at all times during an event. Each separate IM must have a permit. Any person who claims to be an employee of an IM but appears to be operating as an independent merchant must be able to demonstrate to the satisfaction of the City that said person is in fact an employee and not an independent contractor; otherwise, that person will be classified as a separate IM. The applicant shall be held responsible for meeting the requirements of this article, including payment of the IM permit (per vendor). IM Permit fees must be paid to the City within five (5) business days after the event.
- (b) Food vendors must meet all the requirements of the Division of Hotels and Restaurants of the State Department of Business and Professional Regulation and/or Department of Agriculture. Food vendors must submit documentation ten (10) business days prior to the event showing proof that they have been properly licensed by these agencies, and hold a certificate of insurance in the amount of one million dollars (\$1,000,000.00) or as otherwise set by the City Attorney, with the City is named as an additionally insured. The certificate of insurance shall be provided to the City a minimum of ten (10) business days prior to the event.
- (c) Other providers of goods or services must operate in compliance with the provisions set forth in this Code, [and] state statutes pertaining to those goods or services, and any other applicable state regulations. A violation of state law or regulation pertaining to said provision of goods or services shall be deemed a violation of this article.
- (d) Each amusement ride/attraction must comply with the Standard Device Code 1997 edition or as new editions are adopted by the Florida Building Code, along with meeting all general liability requirements, and operator/owner must hold a one-million-dollar (\$1,000,000.00) certificate of insurance with the City named as an additionally insured.
- (e) If alcohol is to be served, applicant shall make special reference to alcohol liability in the SEA and on the appropriate IM permit.
- (f) All proposed vendors, concessions, itinerant merchants, and/or stands/booths or designated sites for same shall be noted on the site plan sketch and approved by the City. All vendors must comply with fire code requirements and shall be inspected if deemed necessary.

(Ord. No. 2014-06, § 1, 3-13-14)

Sec. 4-107. Exemptions from special event requirements.

- (a) An IM with an active Flagler Beach License Business Tax Receipt (LBTR) is exempt from the IM permit fee and must include its LBTR number on the IM application.
- (b) Any special event applicant may request a need-based application fee waiver from the City Commission.
- (c) Non-profit organizations in possession of an IRS certificate granting a tax-exempt status are exempt from the application fee. Non-profits must provide the IRS tax-exempt certificate in its SEA.
- (d) Home-based craft vendors and cottage food vendors who do not hold a LBTR shall be exempt from requirement to provide an LBTR, provided that the vendor presents proof of registration with the Florida Department of Revenue for the collection and remittance of sales tax.
- (e) City events are exempt from special event requirements and fees.

Sec. 4-108. Special event ~~permit~~application; ~~fee~~costs/~~issuance~~approval.

- (a) ~~If permit requirements are met~~If the SEA is approved, the city will prepare a checklist stipulating the terms and conditions of the permit and all estimated fees. In addition to the pre-paid event application fee, the applicant(s) shall be required to pay all required fees established by sections 4-112 through 4-116 this ordinance as set by resolution the Fee Schedule by the city commission. The applicant shall remit 50% of the estimated cost, serving as a deposit, within three (3) business days of receipt of the estimate. The final invoice for event costs shall be paid in full within five (5) business days following the event. The deposit will be counted towards the final invoice amount. All IM fees are required to be paid in full no later than five (5) business days after the event is complete. Applicant shall provide written proof of payment of all required fees prior to issuance of permit.

Sec. 4-109. Control of outdoor noise.

Control of outdoor noise shall be in accordance with the city noise control ordinance.

Sec. 4-110. Other terms and conditions.

~~The city reserves the right to reasonably limit, alter, or deny special events permits due to the following conditions:~~

- ~~(1) The event is proposed for a site that is not properly zoned and/or there is not adequate parking to accommodate the event.~~
- ~~(2) The event is proposed for a site that is inherently hazardous to the participants or other highway users.~~
- ~~(3) The event would have a substantial adverse impact on the health, safety, and welfare of neighboring residents and businesses located within one-quarter (¼) mile of the proposed event.~~
- ~~(4) The city police department in conjunction with other law enforcement agencies does not have sufficient resources to manage the necessary road closures and/or traffic control necessary to service the event.~~
- ~~(5) The applicant has not timely submitted the application in accordance with this article.~~
- ~~(6) The information furnished in the application is not materially complete and accurate.~~
- ~~(7) The requirements identified by the city manager, staff and the commission to ensure public health, safety, and welfare have not been met.~~

~~(8) The city may reasonably limit the duration of the event including the hours of the event and the number of days it can be conducted to minimize adverse impact caused by the activity.~~

Sec. 4-1~~10~~11. Alcohol and beverage sales.

Alcohol and beverage sales conducted on the property on which the special event is being held shall be in accordance with state statutes and this Code, including Sec. 4-127(b)(4). Furthermore, it is the responsibility of the alcohol licensee to ensure that no open containers of alcohol sold on the premises shall be permitted beyond the designated special event site. All beverages shall be served in paper, plastic or aluminum containers. ~~A~~The applicant shall provide the means to identify persons as to prevent underage drinking. See also subsection 4-102(b). The dispensing of or sale and consumption of alcoholic beverages, at a special event, must be conducted only within a temporary or permanent permitted structure on property properly zoned for commercial activity, and the building and parking must meet all applicable building codes and regulations.

Sec. 4-1~~11~~12. Public law enforcement and private security services.

- (a) ~~The Police Chief or designee shall determine the number of public law enforcement personnel and private security personnel necessary to service a special event. Public law enforcement services shall be provided exclusively by the Police Department and its reserve officers, unless otherwise authorized by the Police Chief or designee. The applicant shall provide private security only when the Police Chief or designee determines it necessary under the circumstances. The number of public law enforcement personnel and the number of applicant-provided private security personnel required to service the special event shall be determined in the special event planning meeting with final approval by the police chief. The city police department and its reserve officers shall be the sole provider for public law enforcement services unless the police chief authorizes the use of other sworn personnel. The applicant will only be required to provide private security when it is deemed by the police chief to be necessary under the particular circumstances of each situation.~~
- (b) ~~The pPolice eChief and/or his/her designee shall establish the appropriate time frames in which public law enforcement and private security are needed for each aspect of the special event. The applicant(s) will provide a tentative schedule of activities for each day of the event at the special event planning meeting on the SEA. Because The City recognizes that the final activities schedule may change and, the pPolice eChief and/or his/her designee or the supervisor in charge of the detail shall have the authority to adjust the work schedule to cover any activities that may require additional or fewer public law enforcement services. Fees for police services shall be based on subsection 14-5(b), which set the rate for special police services.~~ Vehicle usage incurred by the result of such special services may vary due to scheduling adjustments determined and approved onsite by the police supervisor and reviewed by the applicant(s) during the event. Any additional fees generated by scheduling adjustments shall be the responsibility of the applicant(s).
- (c) If offsite traffic control is necessary, due to the high volume of traffic generated by the event, as determined by the ~~pPolice eChief and/or his/her designee~~; the applicant shall pay the ~~eCity~~ for all costs related to providing this service.
- (d) In the event the applicant(s) ~~are is~~ authorized to utilize sworn law enforcement officers from an agency other than the ~~city~~ police department, that agency must meet the requirements for security, ~~as agreed in the special event planning meeting at the discretion of the Police Chief and/or his/her designee~~. Law enforcement officers from other agencies shall be responsible for arresting, booking and transporting arrestees as the law may require in each situation.
- (e) The fee schedule for determining officer personnel, administrative, and equipment costs, to be paid in advance by the applicant(s) of the event, shall ~~be determined by subsections 14-5(a) and (b), police services for private commercial activities, as outlined by a fee schedule formula adopted by a resolution, set forth by the Commission in a Fee Schedule resolution.~~

Sec. 4-11~~32~~. Public works services.

- (a) Should the services of the ~~e~~City ~~p~~Public ~~w~~Works ~~d~~Department be required, the number of personnel, type of equipment and the type of public works services required to service the event shall be determined by the ~~e~~City ~~in the special event planning meeting~~.
- (b) The fee for determining public works department personnel ~~costs~~ and equipment costs ~~fees~~ to be paid by applicant~~(s) of event~~ shall be those set by a fee schedule formula adopted by a resolution.

Sec. 4-11~~43~~. Building department services.

The number of building department personnel and services required to service the special event shall be limited to inspection services required by the Florida Building Code. All inspection/permit fees for these services shall be paid by the applicant as set by a fee schedule formula adopted by a resolution.

Sec. 4-11~~54~~. Portable toilets; number required, locations, servicing.

- (a) ~~The number and location of portable toilets located onsite, when the special event is conducted, shall be determined in the special event planning meeting and shall be approved by the city.~~ The ratio of one (1) portable toilet for up to one hundred fifty (150) people, and one (1) portable toilet for every additional one hundred fifty (150) people (or fraction thereof) onsite at any one (1) time, shall be considered the normal requirement, but may be reasonably adjusted by the ~~C~~city for specific events. The location of portable toilets and number of ADA compliant portable toilets shall be approved by the City.
- (b) ~~If portable toilets are required, the determination of the number of units (including ADA compliant) shall be established at the special event planning meeting and approved by the city.~~ All portable toilets shall be serviced a minimum of one (1) time per day for each day of the event. Any units located on public property shall be removed no later than ~~the first day, following the last day, of twenty-four (24) hours after the conclusion of the event.~~ Sanitary structures on the event site that have toilet facilities easily identified and readily available to the public, and there is require no charge to the public to have access or to utilize them, they may be used in the formula to determine the number of units needed in the formula.

Sec. 4-11~~65~~. Garbage pickup; servicing; fees.

- (a) The number and location of portable garbage cans and dumpsters located on the property on which the special event is conducted shall be determined ~~in the special event planning meeting and shall be approved~~ by the ~~e~~City.
- (b) The formula for determining the number of portable garbage containers shall be ~~five-three (35) thirty-twosixty-four (32)~~-gallon size containers for every fifty (50) persons attending the event, per day. There shall be a minimum of one (1) six-cubic-yard capacity garbage dumpster available onsite during the duration of the event. An additional four ~~(4)~~-cubic-yard capacity dumpster shall be added for every three hundred (300) persons per day over one thousand five hundred (1,500). All portable containers on and off site shall be emptied a minimum of one (1) time per day for each day of the event. ~~Additional empties shall be determined in the special event planning meeting.~~ Dumpster(s) may be serviced as needed. All garbage containers temporarily located on public property shall be removed no later than ~~twenty-four (24) hours after the conclusion of the event, than the first day following the last day of the event.~~ Garbage container and dumpster pickup fees shall be the responsibility of the applicant(s). The above formula may be adjusted ~~with the manager and/or his/her designee's approval,~~ to allow for functionally equivalent garbage service. Dumpsters may be rented from the ~~C~~city as set by a fee schedule formula adopted by resolution. If dumpsters are attained from another source besides the ~~C~~city, they must be rear load dumpsters and the ~~C~~city is to be the sole provider of trash removal services not associated with construction activities unless they are in possession of a city business tax receipt to conduct such services.

- (c) The applicant(s) shall be responsible for maintaining the event site and public property from trash, garbage, litter and any other debris within five hundred (500) feet of the boundaries of the property line on which the special event takes place. This responsibility shall extend from the first calendar day of the special event consecutively through the first twenty-four (24)-hour period after the last day of the special event. The property shall be maintained in the same or better condition existing prior to the commencement of the special event. The applicant(s) is responsible for removing all remaining trash or debris gathered or relocated on the property as a result of the event. Uncontained accumulation of trash/debris is prohibited, and the City retains the right to remove accumulations and back charge the special event applicant for the cost incurred.

Sec. 4-1176. Location of public parking; transportation services.

The applicant(s) shall be responsible for submitting a site plan sketch that allows for adequate public parking, and a special event permit shall only be issued-approved for those events with adequate onsite parking. ~~This plan shall include a~~The site plan sketch shall designate all available parking and proposed locations for temporary signage. Temporary parking signage shall be regulated pursuant to article VII of the Land Development Code. The formula for determining adequate available parking shall be the estimated number of attendees divided by two and one-half (2.5) people per car. Attention shall be given to traffic circulation and emergency access for police, fire, and medical personnel. The applicant(s) may be required to post approved signage at all designated parking and make allowances for the security of all parking areas during the duration of the event. All signs shall be removed within twenty-four (24) hours of the event closing. Written permission from property owners approving offsite parking shall be provided. The applicant(s) shall designate and maintain adequate and easily accessible parking location for all security, fire protection, and emergency medical services onsite. Failure to provide for adequate parking and/or transportation services, during the planning stages, shall be grounds for event disapproval. The parking formula may be adjusted by the ~~city at the special event planning meeting~~City.

Sec. 4-1187. Public street barricades/street closures/detours.

The City shall have the full authority to close any city street or roadway and/or the detour of all traffic flow on any city street or roadway in relation to the management of an permitted-approved special event. The applicant(s) is responsible for submitting a site plan sketch detailing the proposed street closure. Approved barricades and temporary signage for approved locations shall be provided by the applicant(s), subject to city approval. Barricades may be supplied by the City at the designated rate as specified by a Fee Schedule formula adopted by resolution of the City Commission. It shall be the responsibility of the applicant(s) to provide setup and breakdown of barricades and temporary signage; if not city property; at the approved times as determined ~~in the special event planning meeting when deemed necessary~~by the City.

The City shall have the authority to request from the State road closures for any State-owned roadways for the purposes of special events in designated time frames.

Sec. 4-1198. Emergency vehicle access.

Access, traffic lanes, and parking for emergency vehicles shall be determined and approved by the City Manager and/or his/her designee, Chief of Police, and Fire Chief ~~at the special event planning meeting~~ when deemed necessary; and in accordance with all state, federal regulations .

Sec. 4-12019. Pedestrian traffic access.

Pedestrian traffic access from parking areas to the event involving the crossing of a major thoroughfare may require additional traffic control measures to be implemented as determined ~~in the special event planning meeting when deemed necessary~~by the City.

Sec. 4-12~~10~~. Temporary structures; integrity, height, location.

It shall be the responsibility of the applicant(s) of the special event to ensure that the structural integrity of all temporary structures erected for the special event are safe, structurally sound and adequately based on the number of persons specified to use the structure(s). The location of all temporary structures, erected for the purpose of the special event, shall be approved by the Ccity and shall not be located as to damage the environment or to create safety concerns. All temporary structures shall be properly anchored against the possibility of strong weather conditions. Temporary structures, if deemed necessary will be inspected and approved by the eCity or their representatives.

Sec. 4-122. Number and location of vendors/concessions/itinerant merchants/stands/booths.

~~All proposed vendors, concessions, itinerant merchants, and/or stands/booths or designated sites for same shall be noted on the site plan sketch and approved by the city. The applicant shall be responsible for obtaining an itinerant merchant's license for each vendor at applicant's event. The applicant shall pay by three (3) business days prior to the event all IML fees. All vendors must comply with fire code requirements and shall be inspected if deemed necessary. All vendors and concessions facilities related to the special event shall complete a SEP/IML. The applicant(s) shall submit the form(s) to the city.~~

Sec. 4-12~~31~~. Location of staff management headquarters/telephone numbers/sound system location/uniform identification.

Applicant(s) shall be responsible to provide the Ccity with the location of the special event management ~~team~~ staff headquarters and ~~telephone number(s) to call~~ contact information during the event and after hours for emergency situations. Name(s) of onsite contact person(s) and telephone number(s) shall be ~~collected at the special event planning meeting~~ collected in the SEA. Applicant(s) staff personnel shall wear identification (shirts, badges, or other easily identifiable means) to indicate event staff affiliation during the open hours of the event. Location of public address sound system shall be designated on the site plan sketch. Applicant must have a designated person in charge of the event at all times.

Sec. 4-12~~42~~. Number and location of special needs.

~~The number and location of special needs characteristic of the special event shall be discussed and determined during the special event planning meeting.~~ Specific proposed locations shall be designated on the site plan sketch to ensure accessibility. This shall include such items as launching areas for watercraft, pet and animal attractions, active equipment operations, car shows, and any other activities unique to the special event.

Sec. 4-12~~53~~. Temporary signs/banners.

Temporary signs and banners shall be regulated pursuant to article VII of the Land Development Code.

Sec. 4-12~~64~~. Promotional visual effects.

All special lighting and/or visual effects such as high-powered sky lighting units or fireworks attractions must be approved by the eCity. The location of visual effects shall also be approved by the eCity.

Sec. 4-12~~75~~. Miscellaneous requirements.

~~The following requirements shall be discussed and approved in the special event planning meeting in regard to specific activities and/or operations related to the special event:~~

- (1) ~~Inspections to ensure compliance. T. In addition to scheduled inspections designated in the special event planning meeting, the eCity may initiate safety and/or complaint inspections by the building department or fire chief when public safety is at risk.~~ The inspections are to ensure compliance ~~that permit safety~~

~~requirements are being met~~ by the applicant(s) and all associated ~~d~~ applicants, owners, itinerant merchants and their special event ~~employees~~ staff.

- (2) *Permits—Other.* All federal, state and city-required permits (~~D~~epartment of ~~e~~Environmental ~~p~~rotection, ~~d~~epartment of ~~t~~ransportation, ~~d~~ivision of ~~a~~lcoholic ~~b~~everages and ~~t~~obacco, ~~f~~ederal ~~a~~aviation ~~a~~administration, fire permits, etc.) shall be obtained by the applicant and provided to the ~~e~~City if deemed necessary ~~before the start of the event~~ five (5) business days before the special event.
- (3) *Accessibility for people with disabilities*~~the handicapped~~. All applicable laws and requirements for accessibility and accommodations ~~for the handicapped~~ shall be met by the applicant(s) regarding structures, site locations, and event activities. This will be noted in the site plan sketch. It shall be the applicant's responsibility to comply with state and federal ~~handicap~~ access requirements, including parking and sanitation needs.
- (4) *Late fees.* Any outstanding balances due the ~~e~~City from the event applicant, later than thirty (30) days after the last day of the event, will be subject to late fees as established by a fee schedule formula adopted by resolution by the ~~e~~City ~~e~~Commission. No new permit shall be issued to an applicant/organization with past due amounts.

Sec. 4-12~~86~~. Penalties and enforcement.

Any person violating any of the provisions of this article shall be prosecuted in the same manner as misdemeanors are prosecuted. Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and, upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00). Each incident or separate occurrence of any act that violates this article shall be deemed a separate offense. In addition to the penalties provided under this section, violators of this article shall be subject to any other appropriate civil or criminal action provided by law in a court of competent jurisdiction, including, but not limited to, injunctive relief and code enforcement under F.S. ch. 162.

Sec. 4-12~~97~~. Temporary waivers from certain Code provisions.

- (a) The ~~e~~City ~~e~~Commission may grant temporary waivers from the provisions of this Code as provided herein. Such waivers shall apply for the duration of the special event ~~permit~~ unless the ~~e~~City ~~e~~Commission includes a shorter duration for the temporary waiver as a condition of approval of the waiver. In no event shall a waiver granted herein apply beyond the duration of the special event ~~permit~~. The ~~e~~City ~~e~~Commission shall not grant a temporary waiver to any provision of this Code not specifically contained herein.
- (b) The provisions of this Code for which waivers may be granted and the criteria for granting such waivers are:
 - (1) A temporary waiver of the prohibition of or special exception requirement for temporary structures provided in the section 2.04.02.8 and from the location and lot coverage restrictions provided in section 2.06.08.4.1 shall be granted upon a showing by competent substantial evidence that:
 - a. The flow of pedestrian and vehicular traffic on the subject property will not be negatively impacted;
 - b. No temporary structures located on the subject property will be located in relationship to a street or highway in such a manner as to cause threats to vehicular or public safety;
 - c. Trees and vegetation located on the subject property will not be removed or destroyed as a result of locating temporary structures on the subject property; and
 - d. Temporary structures shall not exceed the height limitations provided for the zoning district in which they are located.
 - (2) A temporary waiver from the number of required off-street parking spaces required by section 2.06.02.1(2) may be granted upon a showing by competent substantial evidence that:

- a. Adequate parking exists on the property on which the special event shall occur or the applicant provides a signed temporary parking agreement to use off-site off-street parking within walking distance to the special event; and
 - b. The special event is timed in such a manner that the use of on-site off-street parking and/or off-site off-street parking would not cause existing uses of such properties to be deficient in required parking spaces during the business or operating hours of such uses; the owner of the property or tenant engaged in the permitted use shall be required to execute a sworn affidavit stating its business or operating hours in order to establish this criterion is met.
- (3) A temporary waiver from the prohibition on concessions on the beach provided in section 6-1 shall be granted upon a showing by competent substantial evidence that:
 - a. The concessions shall not impede pedestrian access and traffic on the beach;
 - b. The concessions shall not impede emergency vehicle access to or on the beach; and
 - c. The applicant will adequately collect, contain and remove trash and solid waste from the beach during the special event; said plan shall contain an agreement between the eCity and the applicant that the applicant shall be responsible for providing, emptying and removing trash containers included in the applicant's plan.
- (4) A temporary waiver from the prohibition on consumption and dispensing alcoholic beverages in public parks and recreation areas and upon the municipal pier provided in sections 6-73 and 6-27 shall be granted upon a showing by competent substantial evidence that:
 - a. All necessary licenses for any sale or distribution of alcoholic beverages have been or will be obtained;
 - b. The applicant will take appropriate measures to ensure compliance with section 4-1101 herein; and
 - c. The consumption of alcoholic beverages with comply with all other federal, state and local laws and regulations.
- (5) A temporary waiver from the prohibition on blocking streets, sidewalks and public places provided in section 14-11 shall be granted upon a showing by competent substantial evidence that:
 - a. The blocking of the street, sidewalk or public place will not create a public safety hazard;
 - b. Effective and convenient detour routes exist;
 - c. The detouring of vehicular and/or pedestrian traffic will not create public safety hazards on detour routes; and
 - d. Appropriate signage will be placed by the applicant to warn vehicular and pedestrian of the blockage and notify vehicular and pedestrian traffic of detour routes.
- (c) Upon written request of the applicant, the eCity eCommission shall conduct a quasi-judicial hearing to consider waivers of certain provisions of this Code. The applicant's request for a hearing to consider waivers shall include: the Code provisions for which a waiver is sought, the specific activity for which the waiver is needed and a sworn statement explaining how the criteria for the requested waiver stated herein are or will be satisfied. At the hearing on the request for waivers the eCity eCommission shall hear testimony related to the criteria for waiver stated herein from the applicant, city staff and the public. After receiving testimony, the eCity eCommission may grant the requested waiver in full or in part, grant the requested waiver with conditions or deny the requested waiver. The eCity eCommission's decision shall be based on competent substantial evidence received at the hearing.

Secs. 4-128—4-160. Reserved.

ARTICLE III. SPECIAL EVENTS

Sec. 4-101. Title.

This article shall be known as the Special Events Ordinance of Flagler Beach, Florida.

Sec. 4-102. Special Event Approval required; compliance with article provisions.

- (a) All special events shall comply with the provisions set forth in this article and with all terms, conditions, and requirements identified in the special event application (SEA) approval. A special event held within the incorporated portion of the City shall require approval from the City.

Sec. 4-103. Definitions.

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

Applicant. The individual(s) or entity that submits an SEA to the City to hold a special event. The applicant is responsible for compliance with terms and conditions set forth in the Special Events Ordinance. The owner or owners of any property on which a special event occurs shall also be deemed the applicant in terms of responsibility or liability for violation of this article or other federal, state, or local regulations occurring on any such property because of such special event.

Application means a written application for a proposed special event. The application form shall be provided by the City.

Certificate of Insurance is proof of insurance coverage for the insured party.

City event means those activities or events organized by the City.

City co-sponsored event. City co-sponsored events are community based and nonprofit events that are free to the public and approved by the City Commission to name the City as a co-sponsor. The City's level of co-sponsorship shall be determined by the sole discretion of the City Commission.

City services means any additional city run services beyond those that are regularly provided by the City such as additional police services, traffic control, crowd control, fire and/or emergency medical services, street closures, garbage cleanup, or other municipal services which may be necessary to service the event.

Commercial means for the purposes of this article the charging of a for-profit admission fee or for-profit sale and orders of goods or services; except that commercial zoning shall mean that category of zoning in the city land development regulations.

Cottage food vendor means an individual who produces and sells cottage food products in accordance with Section 500.80, Florida Statutes, and related rules of the Florida Department of Agriculture and Consumer Services (FDACS).

Fees shall mean any cost associated with a special event, including but not limited to, the application fee, any appeal fee, and all costs to be assessed or required by the City to support a special event as set forth by the City Commission by resolution, known as the Fee Schedule.

Home-based craft vendor means an individual who produces and sells handmade, non-food items from a residence on a limited basis and is not primarily engaged in operating a commercial business.

Public property means any public street, sidewalk, place, property, easement, structure, or facility owned, dedicated, controlled, or otherwise under the proprietary jurisdiction and control of the City.

Resolution means a resolution by the City Commission providing dollar amount of fees, licenses, and providing other special event criteria.

Special event means an event that is a non-routine happening or a social activity organized to include or attract people together in a defined area, which in the City's opinion, require city resources and services to ensure safety and coordination. Special events shall be classified as follows:

- (1) *Major event.* An event of one (1) or more day duration with a cost of over two thousand five hundred dollars (\$2,500.00) for city services, staff, overtime and equipment use.
- (2) *Intermediate event.* An event of one (1) or more day duration with a cost of between five hundred dollars (\$500.00) and two thousand nine hundred ninety-nine dollars (\$2,999.00) for city services, staff, overtime and equipment use.
- (3) *Minor event.* An event of one (1) day or less duration, with a cost of less than four hundred ninety-nine dollars (\$499.00) for city services, staff, overtime and use of equipment.

Temporary structures include, but are not limited to, sheds, booths, bleachers, canopies, tents, stages, and fences for temporary purposes during an event. Such structures shall not be erected prior to "set-up" time and shall be removed by the "break-down" time limit.

Itinerant merchant (vendors or IMs) means any person, vendor, concession, business corporation, entity, or enterprise providing the immediate sale of goods or services, or orders for goods and services for profit at or in conjunction with any special event as defined above.

Sec. 4-104. Submission of Special Event Application to the City.

- (a) A completed SEA must be submitted to the City no less than 30 days prior to a minor event, 40 days prior to an intermediate event, 60 days prior to a major event.
- (b) All SEAs will be submitted to the City. A completed SEA will include a complete and accurate SEA, site plan sketch, SEA fee as established by resolution by the City Commission in a Fee Schedule, certificate of insurances naming the City additionally insured in the amount of one million dollars (\$1,000,000.00) or two million dollars (\$2,000,000.00) if the event includes pyrotechnics/fireworks. If the applicant is a non-profit, the application will include an Internal Revenue Service (IRS) determination letter.

Sec. 4-105. Review of Special Event Application.

- (a) The City Manager or his/her designee shall make every attempt to review the application, inform the applicant if the application is incomplete, notify the applicant if the event is deemed a special event, of any additional requirements or modifications, and an estimate of costs within ten (10) business days of application receipt.
- (b) The City will make every attempt to notify the applicant if the SEA is denied within ten (10) business days of application receipt. An SEA may be denied on any of the following grounds:
 - (1) The SEA, including any required attachments and submissions, is not fully completed and accurate.
 - (2) The applicant has not tendered the required application fee with the application.
 - (3) The applicant is legally incompetent to contract or to sue and be sued.
 - (4) The proposed event or activity is prohibited by or inconsistent with this Code, the city comprehensive plan, zoning district, or land use regulations.
 - (5) The activity described in the application would present an unreasonable danger to the health or safety of the applicant, participants, public employees or members of the public.
 - (6) The proposed event or activity is prohibited by federal, state, or local regulations.

- (7) The event does not have or plan for adequate parking to accommodate the event.
 - (8) The event is proposed for a site that is inherently hazardous to the participants or other highway users.
 - (9) The event would have a substantial adverse impact on the health, safety, and welfare of neighboring residents and businesses of the proposed event.
 - (10) The Police Department in conjunction with other law enforcement agencies does not have sufficient resources to manage the necessary road closures and/or traffic control necessary to service the event.
 - (11) The requirements identified by the City to ensure public health, safety, and welfare have not been met.
 - (12) The City may reasonably limit the duration of the event including the hours of the event and the number of days it can be conducted to minimize adverse impact caused by the activity. Special event duration shall not exceed three (3) days.
- (c) An applicant may appeal the denial of an application to the City Commission at the next available meeting. Any such appeal must be filed with the City Manager and/or his/her designee within three (3) business days of the date the application denial was sent to the applicant.
 - (d) If an event is not approved, the City shall not be responsible for any costs incurred in relation to the event.

Sec. 4-106. Itinerant Merchants (vendors/concessions/businesses).

- (a) The applicant shall be responsible for providing the IM application form to each participating IM and obtaining and submitting completed IM application forms with copies of required licenses, insurances, and Local Business Tax Receipt to the City no later than ten (10) business days before an event. The City will provide the IM Permit to the applicant. The applicant shall be responsible for ensuring that every IM displays its city-issued IM Permit at all times during an event. Each separate IM must have a permit. Any person who claims to be an employee of an IM but appears to be operating as an independent merchant must be able to demonstrate to the satisfaction of the City that said person is in fact an employee and not an independent contractor; otherwise, that person will be classified as a separate IM. The applicant shall be held responsible for meeting the requirements of this article, including payment of the IM permit (per vendor). IM Permit fees must be paid to the City within five (5) business days after the event.
- (b) Food vendors must meet all the requirements of the Division of Hotels and Restaurants of the State Department of Business and Professional Regulation and/or Department of Agriculture. Food vendors must submit documentation ten (10) business days prior to the event showing proof that they have been properly licensed by these agencies, and hold a certificate of insurance in the amount of one million dollars (\$1,000,000.00) or as otherwise set by the City Attorney, with the City is named as an additionally insured. The certificate of insurance shall be provided to the City a minimum of ten (10) business days prior to the event.
- (c) Other providers of goods or services must operate in compliance with the provisions set forth in this Code, [and] state statutes pertaining to those goods or services, and any other applicable state regulations. A violation of state law or regulation pertaining to said provision of goods or services shall be deemed a violation of this article.
- (d) Each amusement ride/attraction must comply with the Standard Device Code 1997 edition or as new editions are adopted by the Florida Building Code, along with meeting all general liability requirements, and operator/owner must hold a one-million-dollar (\$1,000,000.00) certificate of insurance with the City named as an additionally insured.
- (e) If alcohol is to be served, applicant shall make special reference to alcohol liability in the SEA and on the appropriate IM permit.
- (f) All proposed vendors, concessions, itinerant merchants, and/or stands/booths or designated sites for same shall be noted on the site plan sketch and approved by the City. All vendors must comply with fire code requirements and shall be inspected if deemed necessary.

(Ord. No. 2014-06, § 1, 3-13-14)

Sec. 4-107. Exemptions from special event requirements.

- (a) An IM with an active Flagler Beach License Business Tax Receipt (LBTR) is exempt from the IM permit fee and must include its LBTR number on the IM application.
- (b) Any special event applicant may request a need-based application fee waiver from the City Commission.
- (c) Non-profit organizations in possession of an IRS certificate granting a tax-exempt status are exempt from the application fee. Non-profits must provide the IRS tax-exempt certificate in its SEA.
- (d) Home-based craft vendors and cottage food vendors who do not hold a LBTR shall be exempt from requirement to provide an LBTR, provided that the vendor presents proof of registration with the Florida Department of Revenue for the collection and remittance of sales tax.
- (e) City events are exempt from special event requirements and fees.

Sec. 4-108. Special event application; costs/approval.

- (a) If the SEA is approved, the applicant shall be required to pay all fees established by this ordinance as set by the Fee Schedule. The applicant shall remit 50% of the estimated cost, serving as a deposit, within three (3) business days of receipt of the estimate. The final invoice for event costs shall be paid in full within five (5) business days following the event. The deposit will be counted towards the final invoice amount. All IM fees are required to be paid in full no later than five (5) business days after the event is complete.

Sec. 4-109. Control of outdoor noise.

Control of outdoor noise shall be in accordance with the city noise control ordinance.

Sec. 4-110. Alcohol and beverage sales.

Alcohol and beverage sales conducted on the property on which the special event is being held shall be in accordance with state statutes and this Code, including Sec. 4-127(b)(4). Furthermore, it is the responsibility of the alcohol licensee to ensure that no open containers of alcohol sold on the premises shall be permitted beyond the designated special event site. All beverages shall be served in paper, plastic or aluminum containers. The applicant shall provide the means to prevent underage drinking. The dispensing of or sale and consumption of alcoholic beverages, at a special event, must be conducted only within a temporary or permanent permitted structure on property properly zoned for commercial activity, and the building and parking must meet all applicable building codes and regulations.

Sec. 4-111. Public law enforcement and private security services.

- (a) The Police Chief or designee shall determine the number of public law enforcement personnel and private security personnel necessary to service a special event. Public law enforcement services shall be provided exclusively by the Police Department and its reserve officers, unless otherwise authorized by the Police Chief or designee. The applicant shall provide private security only when the Police Chief or designee determines it necessary under the circumstances.
- (b) The Police Chief and/or his/her designee shall establish the appropriate time frames in which public law enforcement and private security are needed for each aspect of the special event. The applicant will provide a tentative schedule of activities for each day on the SEA. The City recognizes that the final schedule may change and the Police Chief and/or his/her designee or the supervisor in charge of the detail shall have the authority

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(Supp. No. 38)

to adjust the work schedule to cover any activities that may require additional or fewer public law enforcement services. Vehicle usage incurred by the result of such special services may vary due to scheduling adjustments determined and approved onsite by the police supervisor and reviewed by the applicant during the event. Any additional fees generated by scheduling adjustments shall be the responsibility of the applicant.

- (c) If offsite traffic control is necessary, due to the high volume of traffic generated by the event, as determined by the Police Chief and/or his/her designee; the applicant shall pay the City for all costs related to providing this service.
- (d) In the event the applicant is authorized to utilize sworn law enforcement officers from an agency other than the police department, that agency must meet the requirements for security at the discretion of the Police Chief and/or his/her designee. Law enforcement officers from other agencies shall be responsible for arresting, booking and transporting arrestees as the law may require in each situation.
- (e) The fee schedule for determining officer personnel, administrative, and equipment costs, to be paid in advance by the applicant(s) of the event, shall set forth by the Commission in a Fee Schedule resolution.

Sec. 4-112. Public works services.

- (a) Should the services of the City Public Works Department be required, the number of personnel, type of equipment and the type of public works services required to service the event shall be determined by the City.
- (b) The fee for determining public works department personnel and equipment costs to be paid by applicant shall be those set by a fee schedule formula adopted by a resolution.

Sec. 4-113. Building department services.

The number of building department personnel and services required to service the special event shall be limited to inspection services required by the Florida Building Code. All inspection/permit fees for these services shall be paid by the applicant as set by a fee schedule formula adopted by a resolution.

Sec. 4-114. Portable toilets; number required, locations, servicing.

- (a) The ratio of one (1) portable toilet for up to one hundred fifty (150) people, and one (1) portable toilet for every additional one hundred fifty (150) people (or fraction thereof) onsite at any one (1) time, shall be considered the normal requirement, but may be reasonably adjusted by the City for specific events. The location of portable toilets and number of ADA compliant portable toilets shall be approved by the City.
- (b) All portable toilets shall be serviced a minimum of one (1) time per day for each day of the event. Any units located on public property shall be removed no later than twenty-four (24) hours after the conclusion of the event. Structures on the event site that have toilet facilities easily identified and readily available to the public, and require no charge to the public to have access or to utilize them may be used in the formula.

Sec. 4-115. Garbage pickup; servicing; fees.

- (a) The number and location of portable garbage cans and dumpsters located on the property on which the special event is conducted shall be determined by the City.
- (b) The formula for determining the number of portable garbage containers shall be three (3) sixty-four (32)-gallon size containers for every fifty (50) persons attending the event, per day. There shall be a minimum of one (1) six-cubic-yard capacity garbage dumpster available onsite during the duration of the event. An additional four (4)-cubic-yard capacity dumpster shall be added for every three hundred (300) persons per day over one thousand five hundred (1,500). All portable containers on and off site shall be emptied a minimum of one (1) time per day for each day of the event. Dumpster(s) may be serviced as needed. All garbage containers temporarily located on public property shall be removed no later than twenty-four (24) hours after the conclusion of the event. Garbage container and dumpster pickup fees shall be the responsibility of the

applicant(s). The above formula may be adjusted to allow for functionally equivalent garbage service. Dumpsters may be rented from the City as set by a fee schedule formula adopted by resolution. If dumpsters are attained from another source besides the City, they must be rear load dumpsters and the City is to be the sole provider of trash removal services not associated with construction activities unless they are in possession of a city business tax receipt to conduct such services.

- (c) The applicant shall be responsible for maintaining the event site and public property from trash, garbage, litter and any other debris within five hundred (500) feet of the boundaries of the property line on which the special event takes place. This responsibility shall extend from the first calendar day of the special event consecutively through the first twenty-four (24)-hour period after the last day of the special event. The property shall be maintained in the same or better condition existing prior to the commencement of the special event. The applicant is responsible for removing all remaining trash or debris gathered or relocated on the property as a result of the event. Uncontained accumulation of trash/debris is prohibited, and the City retains the right to remove accumulations and back charge the special event applicant for the cost incurred.

Sec. 4-116. Location of public parking; transportation services.

The applicant shall be responsible for submitting a site plan sketch that allows for adequate public parking, and special event shall only be approved for those events with adequate onsite parking. The site plan sketch shall designate all available parking and proposed locations for temporary signage. Temporary parking signage shall be regulated pursuant to article VII of the Land Development Code. The formula for determining adequate available parking shall be the estimated number of attendees divided by two and one-half (2.5) people per car. Attention shall be given to traffic circulation and emergency access for police, fire, and medical personnel. The applicant(s) may be required to post approved signage at all designated parking and make allowances for the security of all parking areas during the duration of the event. All signs shall be removed within twenty-four (24) hours of the event closing. Written permission from property owners approving offsite parking shall be provided. The applicant(s) shall designate and maintain adequate and easily accessible parking location for all security, fire protection, and emergency medical services onsite. Failure to provide for adequate parking and/or transportation services, during the planning stages, shall be grounds for event disapproval. The parking formula may be adjusted by the City.

Sec. 4-117. Public street barricades/street closures/detours.

The City shall have the full authority to close any city street or roadway and/or the detour of all traffic flow on any city street or roadway in relation to the management of an approved special event. The applicant(s) is responsible for submitting a site plan sketch detailing the proposed street closure. Approved barricades and temporary signage for approved locations shall be provided by the applicant, subject to city approval. Barricades may be supplied by the City at the designated rate as specified by a Fee Schedule adopted by resolution of the City Commission. It shall be the responsibility of the applicant to provide setup and breakdown of barricades and temporary signage; if not city property; at the approved times as determined by the City.

The City shall have the authority to request from the State road closures for any State-owned roadways for the purposes of special events in designated time frames.

Sec. 4-118. Emergency vehicle access.

Access, traffic lanes, and parking for emergency vehicles shall be determined and approved by the City Manager and/or his/her designee, Chief of Police, and Fire Chief when deemed necessary; and in accordance with all state, federal regulations.

Sec. 4-119. Pedestrian traffic access.

Pedestrian traffic access from parking areas to the event involving the crossing of a major thoroughfare may require additional traffic control measures to be implemented as determined by the City.

Sec. 4-120. Temporary structures; integrity, height, location.

It shall be the responsibility of the applicant of the special event to ensure that the structural integrity of all temporary structures erected for the special event are safe, structurally sound and adequately based on the number of persons specified to use the structure(s). The location of all temporary structures, erected for the purpose of the special event, shall be approved by the City and shall not be located as to damage the environment or to create safety concerns. All temporary structures shall be properly anchored against the possibility of strong weather conditions. Temporary structures, if deemed necessary will be inspected and approved by the City or their representatives.

Sec. 4-121. Location of staff management headquarters/telephone numbers/sound system location/uniform identification.

Applicant shall be responsible to provide the City with the location of the special event management staff headquarters and contact information during the event and after hours for emergency situations. Name(s) of onsite contact person(s) and telephone number(s) shall be collected in the SEA. Applicant(s) staff personnel shall wear identification (shirts, badges, or other easily identifiable means) to indicate event staff affiliation during the open hours of the event. Location of public address sound system shall be designated on the site plan sketch. Applicant must have a designated person in charge of the event at all times.

Sec. 4-122. Number and location of special needs.

Specific proposed locations shall be designated on the site plan sketch to ensure accessibility. This shall include such items as launching areas for watercraft, pet and animal attractions, active equipment operations, car shows, and any other activities unique to the special event.

Sec. 4-123. Temporary signs/banners.

Temporary signs and banners shall be regulated pursuant to article VII of the Land Development Code.

Sec. 4-124. Promotional visual effects.

All special lighting and/or visual effects such as high-powered sky lighting units or fireworks attractions must be approved by the City. The location of visual effects shall also be approved by the City.

Sec. 4-125. Miscellaneous requirements.

- (1) *Inspections to ensure compliance.* The City may initiate safety and/or complaint inspections. The inspections are to ensure compliance by the applicant and all associated applicants, owners, itinerant merchants and their special event staff.
- (2) *Permits—Other.* All federal, state and city-required permits (Department of Environmental Protection, Department of Transportation, Division of Alcoholic Beverages and Tobacco, Federal Aviation Administration, fire permits, etc.) shall be obtained by the applicant and provided to the City if deemed necessary five (5) business days before the special event.
- (3) *Accessibility for people with disabilities.* All applicable laws and requirements for accessibility and accommodations shall be met by the applicant(s) regarding structures, site locations, and event activities. This will be noted in the site plan sketch. It shall be the applicant's responsibility to comply with state and federal access requirements, including parking and sanitation needs.
- (4) *Late fees.* Any outstanding balances due the City from the event applicant, later than thirty (30) days after the last day of the event, will be subject to late fees as established by a fee schedule formula

adopted by resolution by the City Commission. No new permit shall be issued to an applicant/organization with past due amounts.

Sec. 4-126. Penalties and enforcement.

Any person violating any of the provisions of this article shall be prosecuted in the same manner as misdemeanors are prosecuted. Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and, upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00). Each incident or separate occurrence of any act that violates this article shall be deemed a separate offense. In addition to the penalties provided under this section, violators of this article shall be subject to any other appropriate civil or criminal action provided by law in a court of competent jurisdiction, including, but not limited to, injunctive relief and code enforcement under F.S. ch. 162.

Sec. 4-127. Temporary waivers from certain Code provisions.

- (a) The City Commission may grant temporary waivers from the provisions of this Code as provided herein. Such waivers shall apply for the duration of the special event unless the City Commission includes a shorter duration for the temporary waiver as a condition of approval of the waiver. In no event shall a waiver granted herein apply beyond the duration of the special event. The City Commission shall not grant a temporary waiver to any provision of this Code not specifically contained herein.
- (b) The provisions of this Code for which waivers may be granted and the criteria for granting such waivers are:
 - (1) A temporary waiver of the prohibition of or special exception requirement for temporary structures provided in the section 2.04.02.8 and from the location and lot coverage restrictions provided in section 2.06.08.4.1 shall be granted upon a showing by competent substantial evidence that:
 - a. The flow of pedestrian and vehicular traffic on the subject property will not be negatively impacted;
 - b. No temporary structures located on the subject property will be located in relationship to a street or highway in such a manner as to cause threats to vehicular or public safety;
 - c. Trees and vegetation located on the subject property will not be removed or destroyed as a result of locating temporary structures on the subject property; and
 - d. Temporary structures shall not exceed the height limitations provided for the zoning district in which they are located.
 - (2) A temporary waiver from the number of required off-street parking spaces required by section 2.06.02.1(2) may be granted upon a showing by competent substantial evidence that:
 - a. Adequate parking exists on the property on which the special event shall occur or the applicant provides a signed temporary parking agreement to use off-site off-street parking within walking distance to the special event; and
 - b. The special event is timed in such a manner that the use of on-site off-street parking and/or off-site off-street parking would not cause existing uses of such properties to be deficient in required parking spaces during the business or operating hours of such uses; the owner of the property or tenant engaged in the permitted use shall be required to execute a sworn affidavit stating its business or operating hours in order to establish this criterion is met.
 - (3) A temporary waiver from the prohibition on concessions on the beach provided in section 6-1 shall be granted upon a showing by competent substantial evidence that:
 - a. The concessions shall not impede pedestrian access and traffic on the beach;
 - b. The concessions shall not impede emergency vehicle access to or on the beach; and

- c. The applicant will adequately collect, contain and remove trash and solid waste from the beach during the special event; said plan shall contain an agreement between the City and the applicant that the applicant shall be responsible for providing, emptying and removing trash containers included in the applicant's plan.
- (4) A temporary waiver from the prohibition on consumption and dispensing alcoholic beverages in public parks and recreation areas and upon the municipal pier provided in sections 6-73 and 6-27 shall be granted upon a showing by competent substantial evidence that:
 - a. All necessary licenses for any sale or distribution of alcoholic beverages have been or will be obtained;
 - b. The applicant will take appropriate measures to ensure compliance with section 4-110 herein; and
 - c. The consumption of alcoholic beverages with comply with all other federal, state and local laws and regulations.
- (5) A temporary waiver from the prohibition on blocking streets, sidewalks and public places provided in section 14-11 shall be granted upon a showing by competent substantial evidence that:
 - a. The blocking of the street, sidewalk or public place will not create a public safety hazard;
 - b. Effective and convenient detour routes exist;
 - c. The detouring of vehicular and/or pedestrian traffic will not create public safety hazards on detour routes; and
 - d. Appropriate signage will be placed by the applicant to warn vehicular and pedestrian of the blockage and notify vehicular and pedestrian traffic of detour routes.
- (c) Upon written request of the applicant, the City Commission shall conduct a quasi-judicial hearing to consider waivers of certain provisions of this Code. The applicant's request for a hearing to consider waivers shall include: the Code provisions for which a waiver is sought, the specific activity for which the waiver is needed and a sworn statement explaining how the criteria for the requested waiver stated herein are or will be satisfied. At the hearing on the request for waivers the City Commission shall hear testimony related to the criteria for waiver stated herein from the applicant, city staff and the public. After receiving testimony, the City Commission may grant the requested waiver in full or in part, grant the requested waiver with conditions or deny the requested waiver. The City Commission's decision shall be based on competent substantial evidence received at the hearing.

Secs. 4-128—4-160. Reserved.



Staff Report

City Commission Regular Meeting

September 25, 2025



To: City Commission

From:

Meeting Date: September 25, 2025

Item Name: Ordinance 2025-20. An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date. (First Reading)

Background:

City staff were directed to research and prepare building access regulations that maintain a safe, orderly environment on city-owned, controlled, and leased property. Due to the enforceability of this item, the regulation comes before the Commission as an Ordinance instead of a Resolution.

The Ordinance recognizes the City's authority to create building access regulations based on the property's intended use and its classification that are consistent with decisions of the United States Supreme Court. City buildings will be regulated as nonpublic forums and limited public forums. Staff recommended that a visual guide establishing forums be included in the ordinance, attached as exhibits. In addition to these exhibits, the City Manager shall manage public access to City buildings, and shall employ appropriate measures to implement the proposed ordinance.

The proposed ordinance has been reviewed by the City Clerk, City Manager, and the City Attorney.

Fiscal Impact:

Staff does not anticipate a fiscal impact.

Staff Recommendation:

City staff recommends approval of Ordinance 2025-20.

Attachments:

1. Ordinance 2025-20
2. Exhibits to Ordinance 2025-20

ORDINANCE NO. 2025-20

AN ORDINANCE BY THE CITY OF FLAGLER BEACH AMENDING THE FLAGLER BEACH CODE OF ORDINANCES, CHAPTER 14 BY CREATING SECTION 14-14, PUBLIC ACCESS TO CITY BUILDINGS, PROVIDING FOR RECOGNITION THAT CERTAIN AREAS OF CITY BUILDINGS REQUIRE REGULATION OF PUBLIC ACCESS TO PROVIDE FOR THE SECURITY AND PRIVACY OF PUBLIC VISITORS, CITY EMPLOYEES, AND CITY OFFICIALS AND MINIMIZE POTENTIAL DISRUPTIONS OF THE WORK OF CITY GOVERNMENT; CLASSIFYING CERTAIN FORUM AREAS WITHIN CITY BUILDINGS; AUTHORIZING THE CITY MANAGER TO MANAGE PUBLIC ACCESS TO CITY BUILDINGS BY CLASSIFYING FORUM AREAS AND IMPLEMENTING MEASURES TO SEPARATE FORUM AREAS, REGULATE ACCESS AND ENSURE SECURITY AND PRIVACY; PROVIDING FOR VIOLATIONS FOR UNAUTHORIZED ACCESS OR DISRUPTION BEHAVIOR WITHIN NONPUBLIC AND LIMITED PUBLIC FORUMS; PROVIDING THE AUTHORITY TO ISSUE TRESPASS WARNINGS; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach may lawfully designate the degree of public access within City-owned, controlled, and leased property according to the purpose and use of areas within such property; and

WHEREAS, the City Commission of the City of Flagler Beach seeks to maintain a safe and orderly environment on City-owned, controlled, and leased property which is conducive to the designated use of the areas within such City property and to the efficient rendering of public services; and

WHEREAS, the City Commission seeks to discourage unlawful, unsafe, destructive, harassing, or otherwise prohibited activity on City property that interferes with the designated use of the areas within such City property and to the efficient rendering of public services; and

WHEREAS, the City Commission recognizes that the public has certain constitutionally protected rights within designated public forums and limited public forums, such rights may be subject to reasonable regulation within nonpublic forums; and

WHEREAS, the City Commission finds the adoption of this Ordinance to be in the best interest of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED by the **City Commission** of the **City of Flagler Beach**, **AS FOLLOWS**.

SECTION 1. AMENDMENTS

Chapter 14, OFFENSES AND MISCELLANEOUS PROVISIONS is hereby amended as follows (Note: additions are shown as underline text, deletions are shown as ~~strikethrough~~, and portions of the Code that remain unchanged and which are not reprinted here are show as ellipses (***)).

* * *

Sec. 14.14. - City Buildings

a) Definitions.

City Manager shall mean for the purposes of this section, the City of Flagler Beach City Manager and/ or his designees.

City Buildings shall mean enclosed buildings or facilities owned, controlled, or leased by the City of Flagler Beach that the City utilizes for its purposes.

(b) Public Access to City Buildings.

Consistent with the decisions of the United States Supreme Court, public access within City Buildings may be restricted depending upon whether such areas are classified as "designated public forum", "limited public forum", or "nonpublic forum". How areas within City Buildings are classified is based upon their intended use. For example, there are certain areas which are intended primarily for the use of City employees in the conduct of their business; there are certain areas which, while primarily intended for the use of City employees in the conduct of their business, may from time to time be utilized for the convening of public meetings, there are certain limited areas which may be open to the public while engaging in legitimate business with City officers or employees; and there may be certain areas which are primarily intended for the convening public meetings. The following areas of City Buildings are deemed nonpublic forum or limited public forum areas:

1. *Nonpublic Forum.* All City employee work areas are designated nonpublic. The City Commission Chambers and conferences rooms in City Buildings shall be nonpublic forums, unless or until a public meeting is convened in such areas pursuant to public notice and only for the duration of such public meeting.
2. *Limited Public Forums.* All other areas within City Buildings shall be designated limited public forums. Accordingly, access shall be limited to individuals conducting legitimate public business with City Officers or employees.

Exhibits A through I shall establish Nonpublic and Limited Public Forums with in City-owned buildings.

In addition to the exhibits, the City Manager shall manage public access to all other City Buildings. The City Manager shall employ appropriate means to separate public forums from nonpublic forums including but not limited to the use of physical barriers and signage. The City Manager shall also have the authority to develop and implement procedures to regulate and control public access within City Buildings. These procedures shall be designed to maintain the security and privacy of public visitors, City employees and City officials and to minimize potential disruptions to the effective operation of City government.

This section is not intended to control access to a public place, characterized as a traditional public forum or a designated public forum in accordance with Federal law.

(c) The City Manager may have cause to remove any person who acts in a manner which:

1. Violates or is reasonably suspected to violate any federal, state, or local law, ordinance, rule, or regulation; or
2. Violates any City rules or policy, including but not limited to, any public facility rules or any directive on any sign or notice at the public property. The City Manager is authorized to warn a person engaged in prohibited activity as outlined in this section and request such activity to cease. If the person continues to engage in prohibited activity, the City Manager may request the person's immediate departure from the City property. Any person who fails to immediately vacate the property upon request shall be subject to a trespass warning. Law enforcement may, upon the City's request issue a trespass warning for violations of this section.

(d) It shall be a violation of this section to enter or otherwise be in a nonpublic forum or limited public forum area without authorization. Any person lawfully within a limited or nonpublic forum area that disrupts City government operations shall be deemed to have ceased conducting legitimate public business and forfeits the right to remain on the property. Any person found to be in a nonpublic forum area or limited public forum area without authorization and who fails to immediately vacate the area and/or the property upon request shall be subject to a trespass warning.

(f) Additional rules. Additional rules related to the specific functions or use of a City Building may be created and implemented by the City Manager.

* * *

SECTION 2. CODIFICATION.

the provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Flagler Beach, as additions or amendments thereto.

SECTION 3. SEVERABILITY.

Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 4. CONFLICTING ORDINANCES.

All ordinances or part thereof, in conflict herewith are, to the extent of such conflict, repealed

SECTION 6. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption in accordance with the City of Flagler Beach Charter.

PASSED ON FIRST READING THIS _____ DAY OF SEPTEMBER, 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

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CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

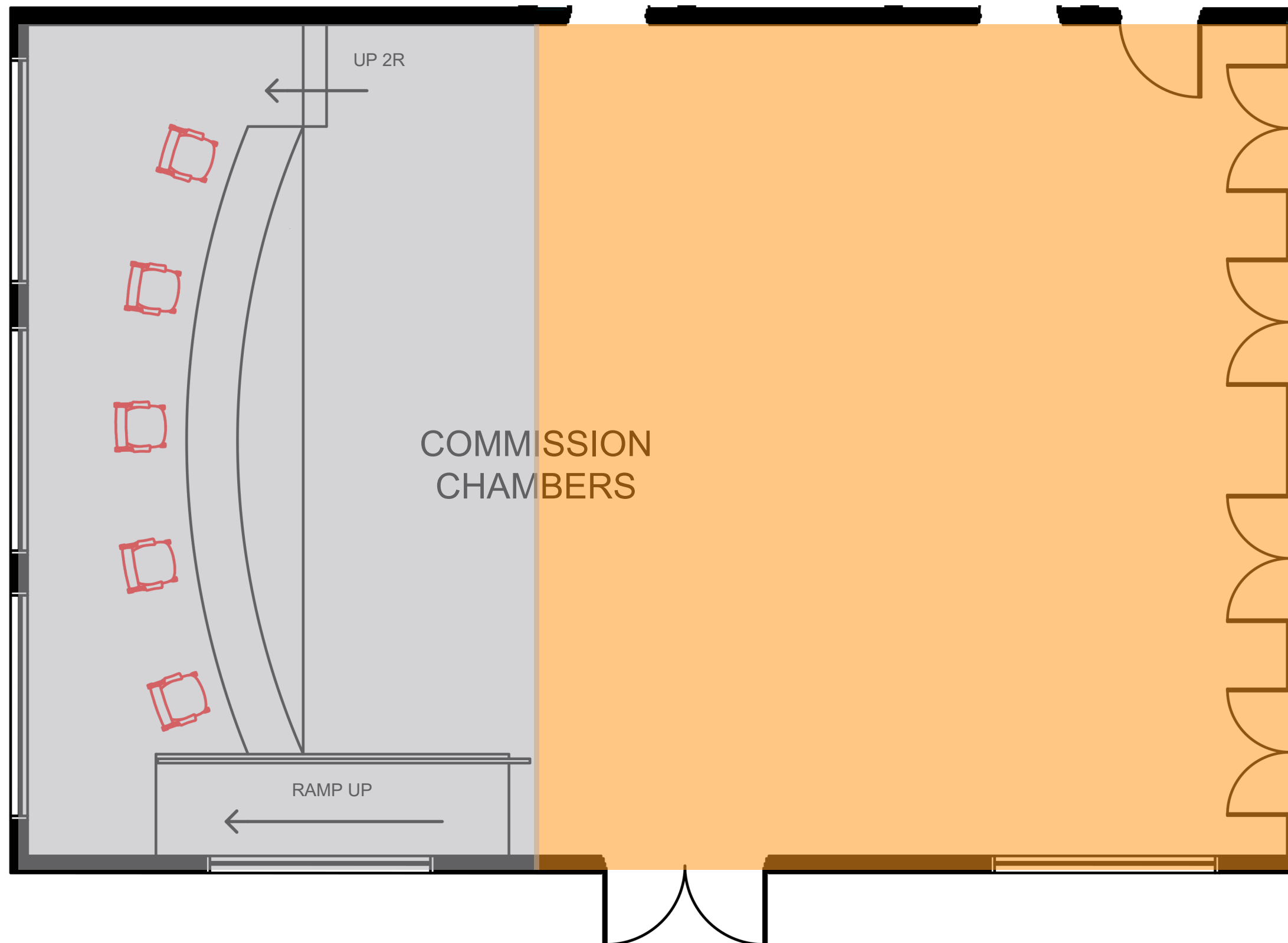
DRAFT



Legend

- Nonpublic Forums
- Limited Public Forums

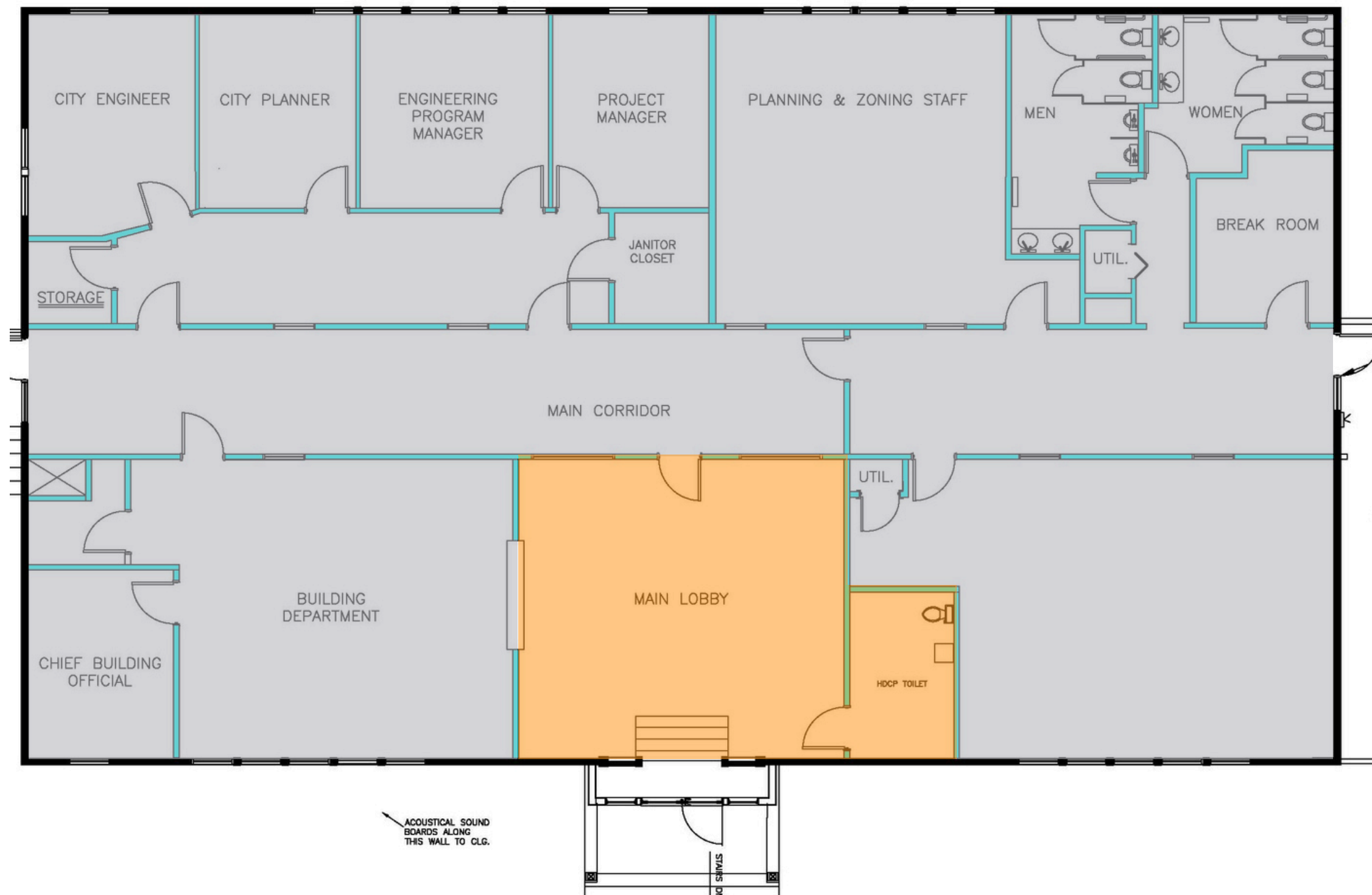
EXHIBIT A: CITY HALL



Legend

- Nonpublic Forums
- Limited Public Forums

EXHIBIT B: CITY COMMISSION CHAMBERS DURING PUBLIC MEETINGS



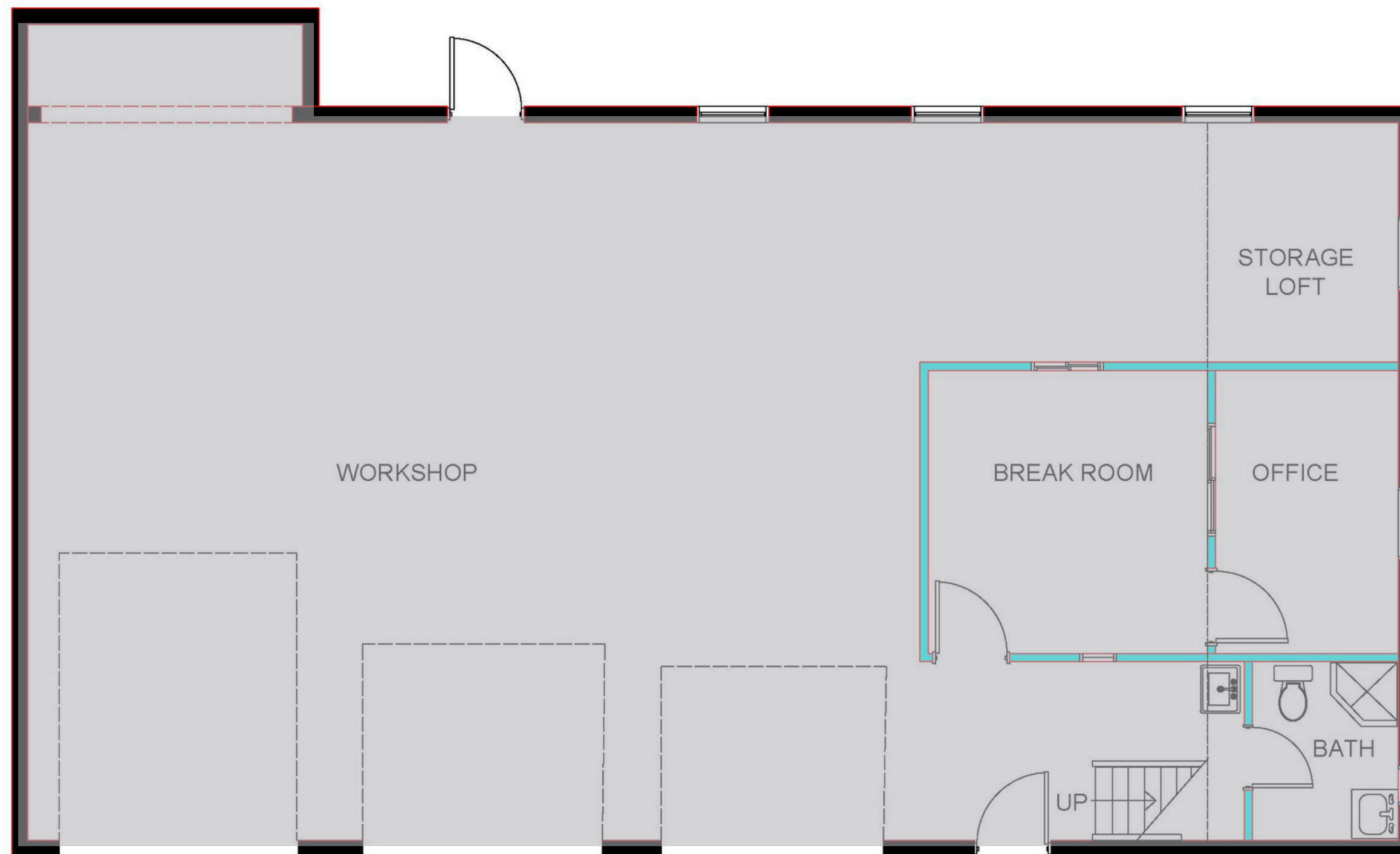
Legend

- Nonpublic Forums
- Limited Public Forums

EXHIBIT C: BUILDING DEPARTMENT - WICKLINE BUILDING



EXHIBIT D: FIRE DEPARTMENT



Legend

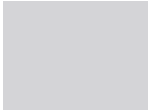
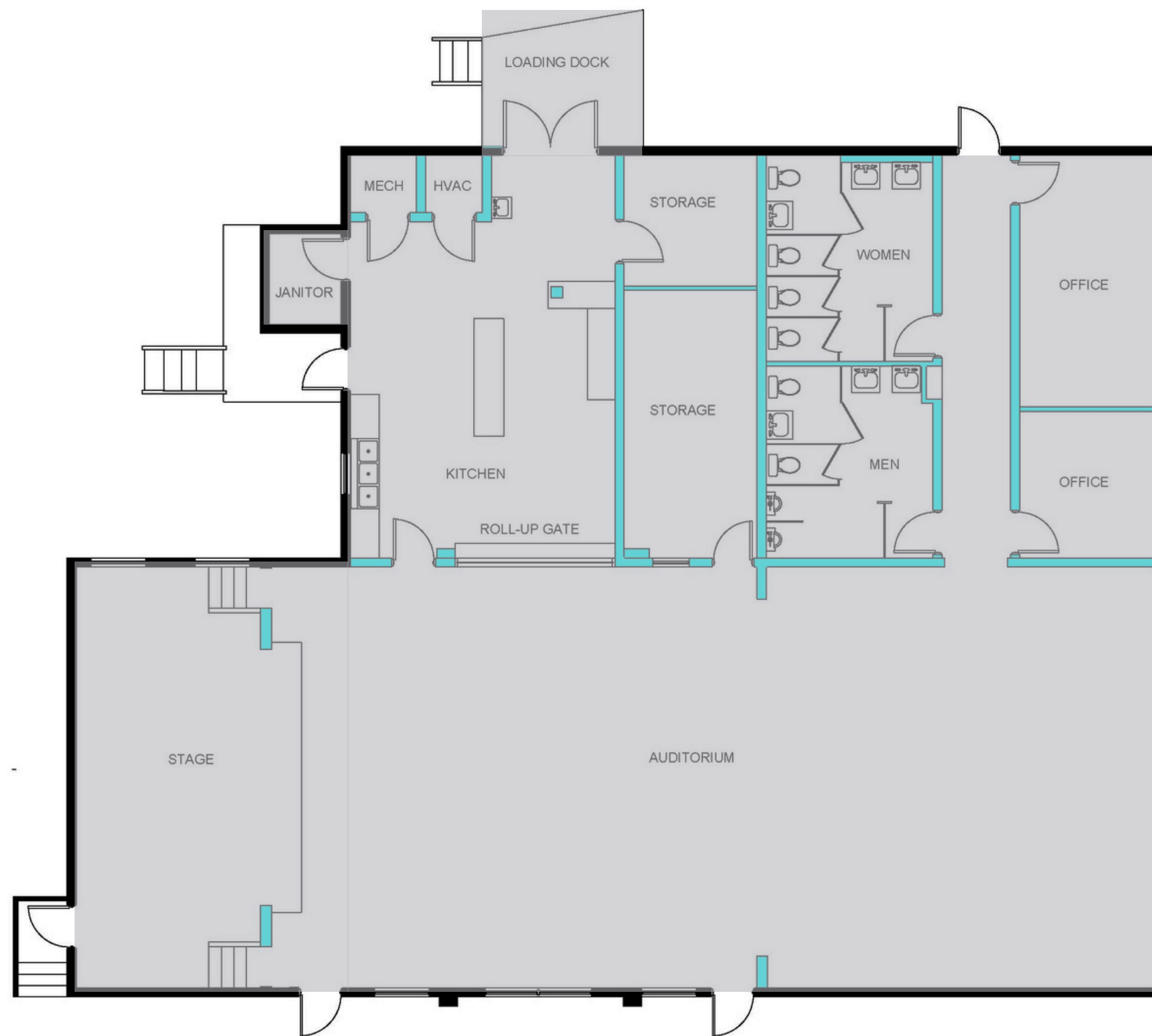
-  Nonpublic Forums
-  Limited Public Forums

EXHIBIT E: MAINTENANCE SHOP



Legend

- Nonpublic Forums
- Limited Public Forums

EXHIBIT F: WICKLINE CENTER

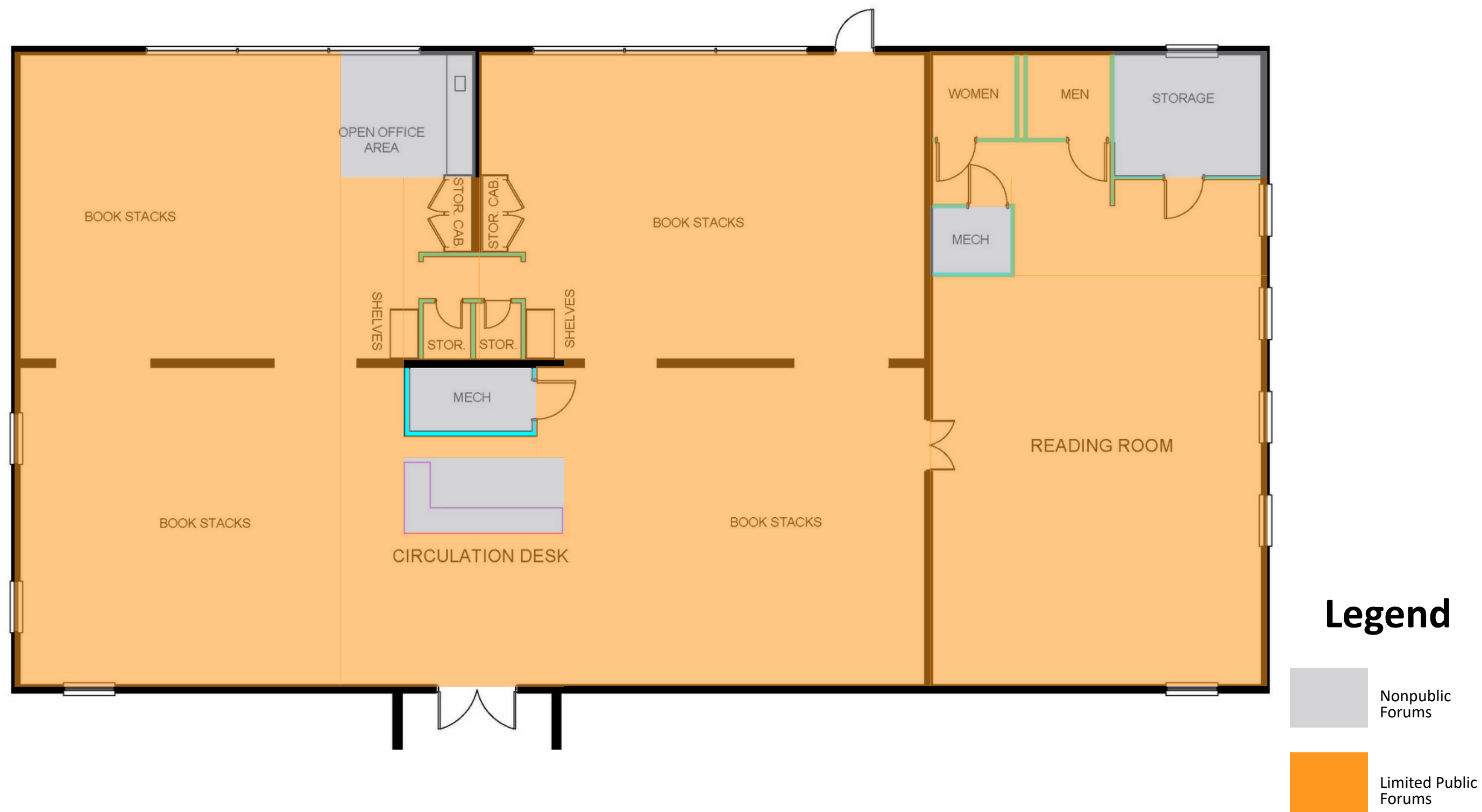
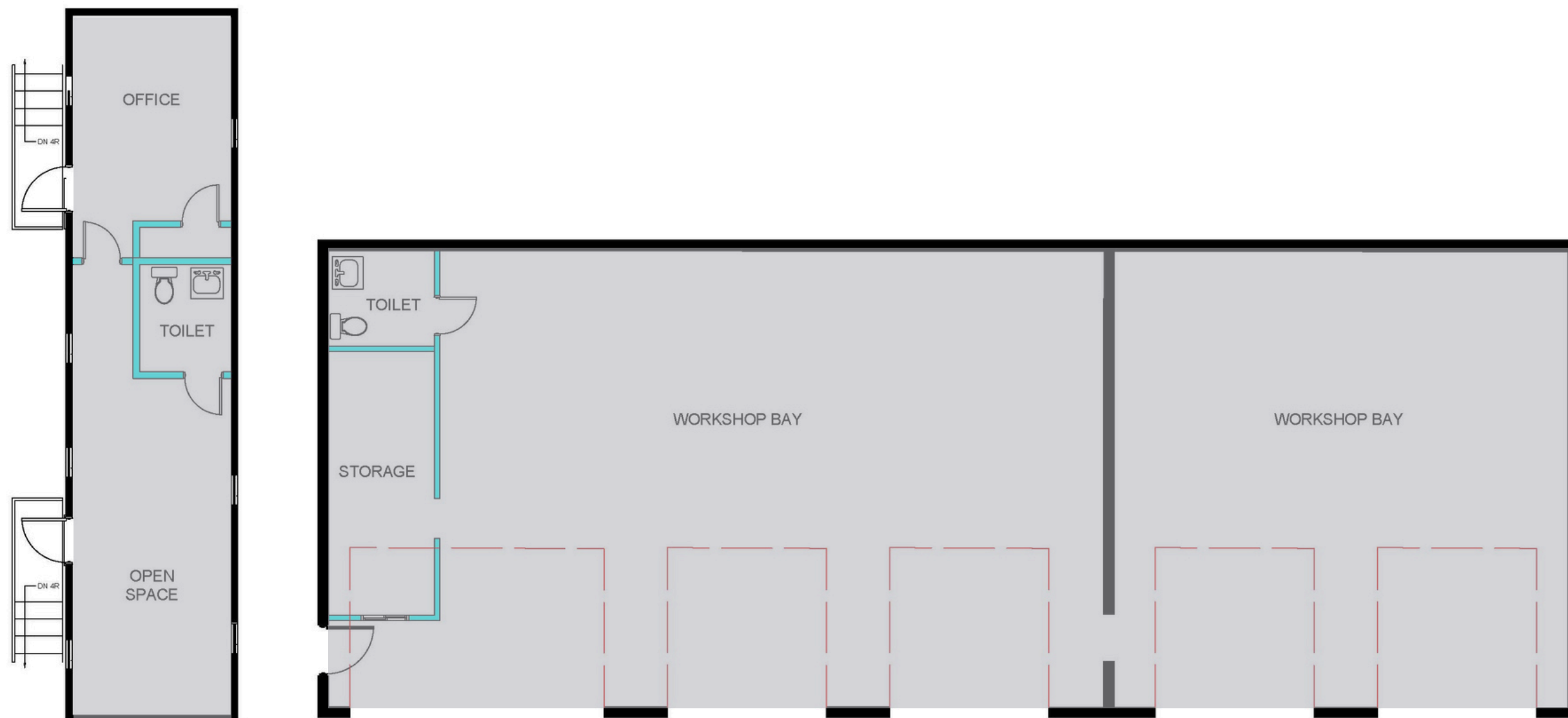


EXHIBIT F: FLAGLER BEACH LIBRARY



Legend

- Nonpublic Forums
- Limited Public Forums

EXHIBIT H: PUBLIC WORKS SHOP



EXHIBIT I: OCEAN RESCUE BUILDING