



City Commission Regular Meeting Agenda

Thursday, November 20, 2025 at 5:30 PM

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



Continuation of the November 13, 2025 Meeting. 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. Deletions and changes to the agenda**
- 4. 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.

5. Consent Agenda

- a. Minutes

Approve the October 23, 2025 Regular Meeting Minutes.

6. General Business

- a. Resolution 2025-87. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing services for Fire Hydrant Repairs to be performed under the City's continuing contract with U.S. Water Services Corporation; approving a project budget in the amount of \$43,378.50; providing for funding, implementation, and an effective date.
- b. Consider the request from the property owner at 324 N 2nd Street to place a butterfly garden around the monument sign and City ROW.
- c. Consider application(s) to fill vacancy on the Parks Committee.
- d. Resolution 2025-91. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the execution of a professional services agreement with Mead & Hunt, Inc. for engineering services related to Potable Water Wells #17 and #18 and associated Consumptive Use Permit; providing for conflict and an effective date.
- e. Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of \$46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date.
- f. 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.
- g. City Manager Annual Evaluation
- h. Resolution 2025-85. A Resolution of the City Commission of the City of Flagler Beach, Florida, Adopting the

7. Staff Reports

- a. City Attorney
- b. City Manager

8. 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.

9. 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.



City Commission Regular Meeting Minutes

Thursday, October 23, 2025 at 5:30 PM

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



Present: Mayor Patti King, Commissioners Eric Cooley, John Cunningham and Scott Spradley, City Manager Dale L. Martin, Attorney Drew Smith, Deputy Clerk Colleen Kuhn

Absent: Chairman James Sherman, Vice Chairman Rick Belhumeur, and City Clerk Penny Overstreet

1. **Call the meeting to order.** Commissioner Spradley called the meeting to order at 5:30 p.m.
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Commissioner Cunningham led the Pledge.
3. **Deletions and changes to the agenda**

Dale Martin, City Manager, requested that Item 6a be removed from the Agenda. He indicated it would likely come back to the Commission at the December meeting.

4. **Public comments regarding items not on the agenda**

A citizen (no audio) spoke regarding annexation of Veranda Bay on west side of John Anderson. Commissioner Cooley noted the recent communication from Flagler County regarding the annexation and asked if the City should inquire if they would consider purchasing the land that is in flood zone. Attorney Drew Smith said the Commission could ask; he believed the discussion had already been had but was unsure how formal it was and how the builder responded. The Commission reached consensus to have Attorney Smith work with Mr. Martin to draft a letter to Flagler County regarding the request. Mr. Martin said he was unsure of the developer's plan for laying out land but understood about 50% would be held in conservation. He shared that the County had an environmentally sensitive land fund. Attorney Smith suggested inviting the County to the meeting on November 13th. The Commission concurred.

5. **Consent Agenda**

- a. Approve the minutes of the October 09, 2025, Meeting.
- b. Approve an Interlocal Agreement between the Flagler County Supervisor of Elections and the City of Flagler Beach for the 2026 Municipal Election.

Commissioner Cooley made a motion to approve the Consent Agenda. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously.

6. **General Business**

- a. Resolution 2025-67. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing and approving the South Central Water Main Replacement Project – Phase 2, accepting Mead & Hunt as the Consultant to oversee the construction of the project, in an amount not to exceed \$59,696.00, providing for conflict and an effective date.

This Item was removed from the Agenda.

- b. Resolution 2025-88. A Resolution of the City Commission of the City of Flagler Beach to Grant Perpetual Easements on City-Owned Property for the Purpose of Beach Restoration; providing for conflict and an

effective date.

Attorney Smith read the title for Resolution 2025-88 into the record. Mr. Martin explained these were easements on City property and the County had the design, funding and permitting in place. Mayor King asked who was responsible for fixing walkovers if they were damaged. Attorney Smith said the County would be if they caused the damage.

Commissioner Cooley made a motion to approve Resolution 2025-88. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.

- c. Resolution 2025-89. 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 City Clerk Fees to add fees for rental of the Wickline Center; providing for conflict and an effective date.

Attorney Smith read the title for Resolution 2025-89 into the record.

Commissioner Cooley made a motion to approve Resolution 2025-89. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.

7. Public Hearings

- a. Ordinance 2025-27. An Ordinance by the City Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances, Chapter 6, Article V, Rules and Regulations for Parks; Section 6-73 (29); providing for codification, conflicts and an effective date (First Reading).

Attorney Smith read the title for Ordinance 2025-27 into the record.

Commissioner Cooley made a motion to approve Ordinance 2025-27. Commissioner Cunningham seconded the motion. Commissioner Spradley opened public comment. No comments were received. Commissioner Spradley closed public comment. The motion carried unanimously, after a roll call vote.

8. Staff Reports

- a. City Attorney. Attorney Smith noted the golf course purchase and sale agreement was signed yesterday and it would come before the Commission at the November 13, 2025, meeting. He said there was a proposal to implement a filing fee for parking ticket appeals with the Special Magistrate and the fee would help cover certified mailing and administrative costs. He reviewed some history of code enforcement meetings, appeals, and parking tickets. Discussion ensued. The Commission agreed to consider the proposed filing fee and requested that Attorney Smith prepare an Ordinance.
- b. City Manager. Mr. Martin said he provided the Commission with a bound budget book. He shared the Parks Committee had their first meeting and asked the Commission to complete the survey he gave them. He reviewed a list of events scheduled for this coming Saturday including Witches and Warlocks Bike Ride, Police Department Prescription Drug Take Back, Flagler Strong Scavenger Hunt, Trunk or Treat, and Flagler Flicks. He noted City offices would be closed on Veterans Day and discussed the Veteran's Day Parade. He explained there was a request to eliminate the plastic bags recycling program. He asked the Commission to consider the request and end the program effective December 31st. Commissioner Cooley said recycling was costly and he supported ending the program.
- c. City Clerk. Ms. Kuhn said the YouTube streaming was not working.

- 9. Asked if anything from City Engineer or Police Department. No comments were offered.

10. Commission Comments

Mayor King said she attended the Family Life Center Rise Up Event and said it was very eye opening. She shared that she and Mr. Martin attended the Florida Inland Navigation District (FIND) reception and noted final preparations for the Centennial Gala were in the works and tickets were no longer being sold.

Commissioner Cunningham confirmed that the golf course, Veranda Bay, and Summertown would be on November 13, 2025, meeting agenda. He inquired about activity that was going on at the golf course and said there was clearing happening and it looked like construction was about to begin. Mr. Martin said staff would reach out and find out what is happening at the golf course.

Commissioner Cooley said he attended the Tourist Development Council (TDC) meeting and asked that they work on messaging around parking specifically by the Pier as businesses were experiencing a decline due to construction. He asked if staff would speak with Florida Department of Transportation (FDOT) and the contractor directly about the messes being left around the City. Mr. Martin said they held a teleconference and expressed the City's dissatisfaction, and an onsite meeting was being coordinated. Mr. Cooley referenced the letter from the County requesting a meeting. He proposed the City move forward on its agreement regarding the County's Municipal Service Benefit Unit (MSBU), Municipal Service Taxing Unit (MSTU) funding proposal; he suggested proposing an MSTU. Commissioner Spradley agreed, said they should consider how the numbers were computed, and believed it should be tied to property value. Commissioner Cunningham agreed and questioned the six-year return. Mr. Martin explained where the six-year number came from. Discussion ensued. Attorney Smith suggested he draft a request to the County stating the City's direction and said the County's ordinance was key. Commissioner Cooley suggested drafting a resolution. Mr. Martin responded that the City could increase the milage by .5, keep the money under the City's control, and dedicate it to beach renourishment.

Commissioner Spradley said he attended the Flagler Beach Business Bureau where he and Mr. Martin provided updates. He shared that he attended a public parking forum that was well attended and noted that residents and businesses discussed parking issues and proposed some solutions. He said he was holding Saturday Town Halls at 9:00 a.m. in his office and noted he was going to be a speaker at the Florida Bar Annual Meeting.

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

Brett Spitalny provided comments regarding Veranda Bay and noted they were asking for approval for 150 boat slips and referenced the renderings. He suggested the Commission consider reducing that number. Commissioner Spradley said he would investigate. Commissioner Cooley said he could rely on the number they provided versus the rendering. Attorney Smith concurred.

10. **Adjournment.** Commissioner Spradley asked for a motion to adjourn the meeting. Commissioner Cooley motioned to adjourn the meeting at 6:32 pm.

Scott Spradley, Commissioner

Attest:

Colleen Kuhn, Deputy City Clerk



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: November 20, 2025
Item Name: Resolution 2025-87. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing services for Fire Hydrant Repairs to be performed under the City's continuing contract with U.S. Water Services Corporation; approving a project budget in the amount of \$43,378.50; providing for funding, implementation, and an effective date.

Background:

The City of Flagler Beach maintains an extensive network of fire hydrants (nearly 300) vital to community fire protection and public safety. Routine inspections and maintenance conducted by City staff and contracted personnel have identified multiple hydrants requiring immediate repair or replacement due to age, corrosion, and mechanical failure.

To ensure compliance with Florida Department of Environmental Protection (FDEP) and National Fire Protection Association (NFPA) standards, prompt corrective action is necessary. The City has an established continuing services contract with U.S. Water Services Corporation, which provides qualified personnel, equipment, and expertise to perform such work efficiently and in accordance with City procurement requirements.

Fiscal Impact:

The Fire Department budget provides funding for the maintenance of fire hydrants (Repairs and Maintenance Machinery and Equipment), while the Utility Maintenance Fund supports hydrant replacements (Fire Hydrant Replacement). The total expenditure will not exceed \$43,378.50.

Staff Recommendation:

Staff recommends that the City Commission adopt Resolution 2025-87.

Attachments:

1. 87- Hydrants
2. Flagler Fire Hydrants 9.22.25 (1)
3. Fire Hydrant Repair List

4. City of Flagler Beach - COI
5. City of Flagler Beach - Fire Hydrant Contract-USWSIGNED

RESOLUTION 2025-87

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING SERVICES FOR FIRE HYDRANT REPAIRS TO BE PERFORMED UNDER THE CITY'S CONTINUING CONTRACT WITH U.S. WATER SERVICES CORPORATION; APPROVING A PROJECT BUDGET IN THE AMOUNT OF \$43,378.50; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach maintains an essential network of fire hydrants that provide critical fire protection and public safety services throughout the community; and,

WHEREAS, routine inspections and maintenance have identified a number of fire hydrants in need of immediate repair to ensure the system's reliability and compliance with fire protection standards set forth by the Florida Department of Environmental Protection and the National Fire Protection Association (NFPA); and,

WHEREAS, the City has previously established continuing service contracts with qualified vendors, including U.S. Water Services Corporation, in accordance with Florida Statutes and the City's procurement policies, to perform repair and maintenance services as needed; and,

WHEREAS, U.S. Water Services Corporation possesses the technical expertise, personnel, and equipment necessary to complete the required repairs efficiently and safely under the terms of the existing continuing services agreement; and,

WHEREAS, the City Commission recognizes that prompt completion of these repairs is essential to maintaining adequate water pressure and fire protection capacity, thereby protecting the health, safety, and welfare of residents, visitors, and businesses; and,

WHEREAS, U.S. Water Services Corporation possesses the technical expertise, personnel, and equipment necessary to complete the required repairs efficiently and safely under the terms of the existing continuing services agreement; and,

WHEREAS, funding for the Fire Hydrant Repair Project will be provided through the City's Fire Hydrant Repair Fund, as appropriated in the Fiscal Year 2026 budget, with a total project cost not to exceed \$43,378.50 to cover all labor, materials, equipment, and associated expenses.;

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

SECTION 1. The City Commission hereby authorizes the execution of a work order under the City's continuing services contract with U.S. Water Services Corporation, in an amount not to exceed Forty-Three Thousand Three Hundred Seventy-Eight Dollars and Fifty Cents (\$43,378.50), for the completion of the Fire Hydrant Repair Project.

SECTION 2. Project costs shall be paid from the appropriated funds in the City's FY 2026 budget, and the total project budget is established at \$43,378.50, 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 13th day of November, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



4939 Cross Bayou Boulevard
New Port Richey, FL. 34652

Proposal

Date	9/22/2025
Estimate #	
Account#	
P.O. #	
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address
City Of Flagler Beach 800 South Daytona Avenue Flagler Beach, Florida 32136

Project

Flagler Fire Hydrant Repair / Replacement

Description

USWSC proposes to perform the following work: Repair or replace as directed.

Description	Qty	Each	Total
Upper Barrel Repair (OP Nut Frozen)	- 2	- \$1,250.00	- \$2,500.00
Upper Barrel Repair (Bolts)	- 4	- \$1,300.00	- \$5,200.00
Lower Barrel Repairs	- 5	- \$1,750.00	- \$8,750.00
Replace typical bury (48") hydrant and "tie-back unrestrained isolation valve providing valve is mechanical joint nad not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	- 3	- \$7,095.00	- \$21,285.00
mobilization & Demobilization	- 1	- \$1,700.00	- \$1,700.00

****Below are contingency items and will on be used as needed****

Hydrant Extension up to (12")	- As Needed	- \$2,100.00
Hydrant Extension up to (18")	- As Needed	- \$2,200.00
Restraint per fitting	- As Needed	- \$950
Sod Replacement (Bahia) per 400sy	- As Needed	- \$1,200.00

**** Any Hydrant Extensions, Restraints(Per Fitting) and sod replacement will be billed as needed out of contingency funds****

Price listed represents the specific scope of service stated above.
Proposal as quoted represents, labor, material and project management
Specific to the items listed.
With exception of emergency circumstances, should it become necessary
to perform additional services due to unforeseen circumstances,
a change order will be required.
Change order shall be executed by the owner prior to continuation of work.
Payment is expected with in 30 days from receipt of invoice(s) related to work.
Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal.

Item	Quantity
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Upper Barrel Repair (OP Nut Frozen)	2
Upper Barrel Repair (Bolts)	4
Lower Barrel Repair	5
Replace typical bury (48") hydrant	3
Mobilization & Demobilization	1

CONTINGENCY

Hydrant Extension up to (12")	
Hydrant Extension up to (18")	
Restraint per fitting	
Sod Replacement (Bahia) per 400sy	

Total Materials Cost	\$39,435.00
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Contingency Cost	\$3,943.50
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Labor Total	
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\$43,378.50

Signature to begin work: _____

Fire Hydrant Pricing Sheet						
Item #	Description	Qty	Unit	Each	Total	
	Upper Barrel Repair (OP Nut Frozen)	2		\$1,250.00	\$1,250.00	\$2,500
	Upper Barrel Repair (Bolts)	4		\$1,300.00	\$1,300.00	\$5,200.00
	Lower Barrel Repair	5		\$1,750.00	\$1,750.00	\$8,750
	Hydrant Extension up to (12")	A/N		\$2,100.00	\$2,100.00	\$2,100.00
	Hydrant Extension up to (18")	A/N		\$2,200.00	\$2,200.00	\$2,200.00
	Replace typical bury (48") hydrant and "tie-back unrestrained isolation valve providing valve is mechanical joint and not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	3		\$7,095.00	\$7,095.00	\$21,285
	Restraint per fitting	A/N		\$950	\$950	\$950.00
	mobilization & Demobilization	1		\$1,700.00	\$1,700.00	\$1,700
	Sod Replacement (Bahia)	400s y A/N		\$1,200.00	\$1,200.00	\$1,200.00
	A/N = As Needed					

Bolt Replacements

F166 3651 South Central Ave (Mueller Centurion 2001 5.25) (8 Bonnet Bolts)

F123 2245 South Central Ave (Mueller Standard T 1964 4.5) (8 Traffic Flange Bolts)

F058 North 3rd and Central Ave. Bolts are rusted on the upper barrel (8 Bonnet Bolts)

F017 N. 17th and Daytona Ave. Upper Barrel Repair (Bolts)

Upper Barrel Repair

F105 1744 S Flagler Ave (Op Nut Frozen) (Mueller Standard T 1963 4.5)

F093 S Central Ave/ S 15th St. (Op Nut Frozen) (Kennedy K-10 1980 5.25)

Lower Barrel Repair

F074 500 Flagler Ave (Lower barrel leaking) (Water Master 5cd 2016 5.25)

F066 120 Lehigh Ave (Lower barrel leaking) (M&H 129 2005 5.25)

F084 Flagler Ave/ S 12th St (Lower barrel leaking) (M&H 129 2005 5.25)

F098 1545 S Flagler Ave (Lower barrel leaking) (Watermaster 5CD 2016 5.25)

F029 324 N 12th Street (Traffic Flange Repair) (M&H 129 Unk Year 5.25)

Hydrant Replacements

F155 Sunset Cove and South Central Ave

F131 2327 S. Daytona Ave

F174 300 Lambert Ave



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@wtwco.com	
INSURED U.S. Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Great American Alliance Insurance Company	26832
	INSURER C: Westfield Specialty Insurance Company	16992
	INSURER D: Federal Insurance Company	20281
	INSURER E: Homeland Insurance Company of New York	34452
	INSURER F: Endurance American Specialty Insurance Com	41718

COVERAGES**CERTIFICATE NUMBER:** W41080565**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		PHPK2629384-007	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
	☒ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PHPK2629391-007	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐						PROPERTY DAMAGE (Per accident) \$
						\$	
A	☒ UMBRELLA LIAB ☒ OCCUR			PHUB891163-007	11/30/2024	11/30/2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC E546162-05	10/31/2024	10/31/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Env Contractors Pollution & Professional Liability			CPP-455074Q-00	11/30/2024	11/30/2025	Each Claim \$5,000,000
	Aggregate \$5,000,000						
	Retention \$25,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Name: Flagler Fire Hydrant Repairs / Replacement

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of Flager Beach 105 S 2nd Street Flagler Beach, FL 32136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED U.S. Water Services Corporation 4939 Cross Bayou Blvd New Port Richey, FL 34652	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Flager Beach is included as an Additional Insured as respects to General Liability.

INSURER AFFORDING COVERAGE: Federal Insurance Company

NAIC#: 20281

POLICY NUMBER: J06560453 EFF DATE: 05/24/2025 EXP DATE: 05/24/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employee Theft Coverage	Limit	\$1,000,000
	Deductible	\$5,000

INSURER AFFORDING COVERAGE: Homeland Insurance Company of New York

NAIC#: 34452

POLICY NUMBER: 720002942-0000 EFF DATE: 06/21/2025 EXP DATE: 05/24/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber	Aggregate	\$3,000,000

ADDITIONAL REMARKS:

Aggregate and "Per Claim" are the same.

INSURER AFFORDING COVERAGE: Endurance American Specialty Insurance Company

NAIC#: 41718

POLICY NUMBER: EXN30049064701 EFF DATE: 11/30/2024 EXP DATE: 11/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability (1st Layer)	Limit	\$5M xs \$5M



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 U.S. Water Services Corporation, a Corporation, whose address is 4939 Cross Bayou Boulevard, New Port Richey, Florida 34652 (the “Contractor”).

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform Fire Hydrant Repairs (hereinafter referred to as the “Project”); and

WHEREAS, on 9/22/2025, 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 10/10/2025, 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 U.S. Water Services Corporation.

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 Fire Hydrant Repairs.

Site means locations presented in document attached.

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 Fire Hydrant Repairs, 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 Forty-Three Thousand, Three Hundred Seventy Eight Dollars and Fifty Cents (\$ 43,378.50) (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: \$250 per day for every day past the Final Completion date as indicated in the Notice to Proceed issued by the City.
- 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: U.S. Water Services Corporation
Attn: *[Christina Crego, Project Coordinator]*
4939 Cross Bayou Boulevard
New Port Richey, Florida 34652

- 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 H**, 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



U.S. Water Services Corporation

Edward Mitchell

Signature

Edward Mitchell

Print

VP/Secretary

Title

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PASCO

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

online notarization ☐ OR physical presence ☒

this 21 day of October, 2025

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: _____

Christina R. Crego

Signature of Notary Public

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





Attachment H

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

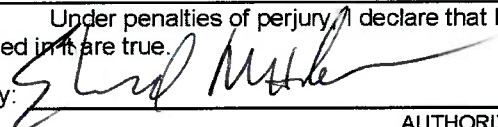
Respondent Vendor Name: U.S. Water Services Corporation
Vendor FEIN: 20-0008821
Vendor's Authorized Representative Name and Title: Edward Mitchell, VP/Secretary
Address: 4939 Cross Bayou Blvd.,
City: New Port Richey State: FL ZIP: 34652
Phone Number: 866-753-8292
Email Address: emitchell@uswatercorp.net

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: 
AUTHORIZED SIGNATURE

Print Name and Title: Edward Mitchell, VP/Secretary

Date: October 21, 2025



Date	9/22/2025
Estimate #	
Account#	
P.O. #	
Terms	Net 30
Email	wtyson@uswatercorp.net
Phone#	352-438-8253
Fax#	352-236-2118

Name / Address
City Of Flagler Beach 800 South Daytona Avenue Flagler Beach, Florida 32136

Flagler Fire Hydrant Repair / Replacement

Quantity

2

Description	Qty	Each	Total
Upper Barrel Repair (OP Nut Frozen)	- 2	- \$1,250.00	- \$2,500.00
Upper Barrel Repair (Bolts)	- 4	- \$1,300.00	- \$5,200.00
Lower Barrel Repairs	- 5	- \$1,750.00	- \$8,750.00

Replace typical bury (48") hydrant and "tie-back unrestrained isolation valve providing valve is mechanical joint nad not "push on" (includes excavation, materials, backfill and compaction). Will not require a shut down or line stop.	- 3	- \$7,095.00	- \$21,285.00
mobilization & Demobilization	- 1	- \$1,700.00	- \$1,700.00

****Below are contingency items and will on be used as needed****

Hydrant Extension up to (12")	- As Needed	- \$2,100.00
Hydrant Extension up to (18")	- As Needed	- \$2,200.00
Restraint per fitting	- As Needed	- \$950
Sod Replacement (Bahia) per 400sq	- As Needed	- \$1,200.00

**** Any Hydrant Extensions, Restraints(Per Fitting) and sod replacement will be billed as needed out of contingency funds****

Price listed represents the specific scope of service stated above.

Proposal as quoted represents, labor, material and project management
Specific to the items listed.

With exception of emergency circumstances, should it become necessary to perform additional services due to unforeseen circumstances, a change order will be required.

Change order shall be executed by the owner prior to continuation of work.

Payment is expected within 30 days from receipt of invoice(s) related to work.

Effective term is 30 days from date of proposal

Thank You for allowing us to present this proposal.

\$43,378.50

Signature to begin work:



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From: Lupita McClenning, Planner
Meeting Date: November 20, 2025
Item Name: Consider the request from the property owner at 324 N 2nd Street to place a butterfly garden around the monument sign and City ROW.

Background:

The property and local business owner at 324 N 2nd Street is seeking authorization to place a butterfly garden around a monument sign that will grow to encompass part of the right-of-way.

Per City Code **Sec. 14-108** — Regulations governing the placement and maintenance of vegetation and improvements within public right-of-way, public ways, and other public property.

1. The request for authorization includes a statement demonstrating that the placement and maintenance of the vegetation or improvement will not: (1) create visual blight; (2) pose a safety hazard to the traveling public including any impairment of safe lines of sight; (3) diminish or interfere with the function, maintenance, or operation of the public right-of-way, public way or public property including swales and other stormwater retention, detention, and transmission infrastructure; or (4) otherwise harm the health, safety, or welfare of the community wherein the vegetation or improvement is to be located. This section shall not apply to any developer of land required as part of the development approvals to install infrastructure or vegetation within a right-of-way or upon other public property.

The applicant reviewed the butterfly garden concept with City Engineer, Bill Freeman, who confirmed that Section 14-108 (3) will not be affected by the request.

Sec. 5.03.42. — Access to water meters for city meter readers. All owners of real property and/or tenants of real property receiving water from the city water system and having a water meter located on their property or the city's right-of-way abutting their property shall be responsible for keeping the area from the edge of the roadway up to and within a two-foot radius of the water meter free of shrubbery, plant life, automobiles, fences and other materials which might prevent ready and convenient access to the water meter by the city meter reader at all times.

The applicant acknowledged he is to maintain a two-foot radius around the water meter clear of material, shrubbery, and debris.

Fiscal Impact:

N/A

Staff Recommendation:

Per Section 14-108, the request requires City Commission approval.

Attachments:

1. Butterfly Garden Authorization Request from Property Owner Keith Patton
2. Aerial Map_324 N 2nd Street
3. Existing Conditions_Front View
4. Existing Conditions_Side View

From: Keith Patton <keithsbigboxofrocks@gmail.com>

Sent: Sunday, September 28, 2025 12:34 PM

To: Lupita McClenning <LMcClenning@cityofflaglerbeach.com>; Gary Hinebaugh
<GHinebaugh@Cityofflaglerbeach.com>

Subject: External - Fwd: External - Re: External - Re: External - Re: External - Re: cut grass

You don't often get email from keithsbigboxofrocks@gmail.com. [Learn why this is important](#)

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

Dear Ms mcClenning

I am writing you to respond to conversations with code enforcement dealing with the corner of North 2nd Street and Flagler Ave

1) create visual blight;

a butterfly garden when completed will provide visual beauty, flowering plants and wild animals in the form of butterflies and other pollinators
being the opposite of blight as defined by "spoils or damages something"

2) pose a safety hazard to the traveling public including any impairment of safe lines of sight;

garden will not be very tall, and i will maintain any of the taller plants away from the curb, there is great visibility at this intersection compared to many in this neighborhood

(3) diminish or interfere with the function, maintenance, or operation of the public right-of-way, public way or public property including swales and other stormwater retention, detention, and transmission infrastructure; or (
will not diminish or interfere with right of way, will assist with stormwater by absorbing more water than just grass

4) otherwise harm the health, safety, or welfare of the community wherein the vegetation or improvement is to be located.

will not harm health, safety or welfare, but it will enhance the community and benefit it by introducing native and wildlife friendly plants

Please advise me if you have any questions or need more information

I love for you to come visit again in the future, i hope the garden will be in place by early 2026

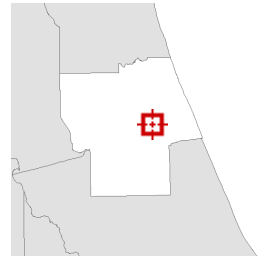
its a slow process to grow plants and change from a grass area to native and florida friendly but i'll get there

Keith

FLAGLER COUNTY PROPERTY APPRAISER



Overview



Legend

- Parcels
- Roads
- Streams and Rivers

Parcel ID	12-12-31-4500-00470-0090	Owner	PATTON TRUST HOLDING COMPANY LLC	Land Value	\$351,000	Last 2 Sales			
Prop ID	78897		160 FENIMORE LANE B	Ag Land Value	\$0	Date	Price	Reason	Qual
Class Code	OFFICE BUILDING		PALM COAST, FL 32137			4/15/2024	\$673000	I	Q
Taxing District	22	Physical Address	324 2ND ST N	Building Value	\$188,976	4/19/2013	\$305000	I	Q
GIS sqft	10,000.327			Misc Value	\$6,581				
				Just Value	\$546,557				
				Assessed Value	\$546,557				
				Value Exempt	\$0				
				Value Taxable	\$546,557				

Date created: 11/5/2025

Last Data Uploaded: 11/5/2025 7:24:31 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

328

Big Box of Rocks
Crystal Shop
www.keithsbigboxofrocks.com







Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From: Colleen Kuhn, Deputy City Clerk
Meeting Date: November 20, 2025
Item Name: Consider application(s) to fill vacancy on the Parks Committee.

Background:

The City Commission approved Resolution 2025-61 creating the Parks Committee at its July 24, 2025 meeting and voted on Parks Committee applicants at the August 28, 2025, Commission meeting. Prior to holding the first meeting of the Parks Committee on October 22, 2025, staff was notified by Committee Member Michele Dunn that she had moved. The Parks Committee volunteer opportunity was posted on the City's website and sent out via Notify Me requesting residents who were interested to submit their applications by November 4, 2025.

One application was received before the deadline from Sue Eichler .

Fiscal Impact:

None.

Staff Recommendation:

City staff recommends appointing Ms Eichler to fill the vacant seat and fulfill the remainder of the term (August, 2026) on the Parks Committee.

Attachments:

1. Parks Committee Application from Sue Eichler received 10.23.25

Colleen Kuhn

From: noreply@civicplus.com
Sent: Thursday, October 23, 2025 10:39 AM
To: Colleen Kuhn; Penny Overstreet
Subject: External - Online Form Submittal: Advisory Board and Committee Application Form

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

Advisory Board and Committee Application Form

First Name	Sue
Last Name	Eichler
Street Number	1227
Street Name	S Flagler Ave
Street Type	Avenue
P.O. Box	Field not completed.
City	Flagler Beach
State	FL
Zip	32136
Phone Number	386-373-0200
Cell Phone	Field not completed.
Email Address	suz1125@yahoo.com
Occupation	Retired
Number of Years as a Resident	7
How many Commission Meetings have you attended?	5+
Are you registered to vote in Flagler County	Yes

Please describe your professional and/or volunteer experience which best qualifies you for your selection to the board(s) or committee(s).

served on the New Paltz Soccer Board for five years, including time as both a member and President. Following that, I served on the New Paltz Recreation Board for three years. I am currently a volunteer with Friends of Betty Steflik. As an outdoor enthusiast, I would be honored to serve on the Parks Board.

Please check all boxes of the Committees you would like to serve.

Boards and Committees *Field not completed.*

Have you served on a City Board or Committee in the past? No

Email not displaying correctly? [View it in your browser.](#)



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: November 20, 2025
Item Name: Resolution 2025-91. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the execution of a professional services agreement with Mead & Hunt, Inc. for engineering services related to Potable Water Wells #17 and #18 and associated Consumptive Use Permit; providing for conflict and an effective date.

Background:

The City of Flagler Beach continues to experience growth that is increasing potable water demand while several existing wells are showing reduced water quality and yield. To address these needs, two parcels were previously dedicated to the city as New Well Sites #1 and #2, intended for Wells #17 and #18.

Mead & Hunt, Inc. has prepared a proposal dated October 13, 2025, to provide engineering design and permitting services for these new wells and to assist with the Consumptive Use Permit (CUP) modification required by the St. Johns River Water Management District (SJRWMD). The proposal also includes coordination with Connect Consulting, Inc. (CCI) for well drilling and groundwater modeling, and Biological Consulting Services, Inc. (BCS) for wetland monitoring plan updates.

This project is critical to maintaining the City's potable water capacity and ensuring long-term water supply reliability in compliance with regulatory requirements.

Fiscal Impact:

The total fee for the full scope (Wells #17 and #18) is \$187,721, based on a lump sum professional services agreement with Mead & Hunt, Inc. If the City elects to proceed with Well #17 only, the fee is \$149,616. Funding for this project will be provided from the Water Utility Capital Improvement Fund.

Staff Recommendation:

Staff recommends approval of Resolution 2025-91, accepting the Mead & Hunt, Inc. Scope of Services and Fee Estimate, for design, permitting, and Consumptive Use Permit assistance for Potable Water Wells #17 and #18 in an amount not to exceed \$187,721. Alternatively, if the

Commission prefers to advance Well #17 only at this time, Staff recommends approval of the reduced fee of \$149,616, with authorization to include Well #18 in a future phase.

Attachments:

1. Resolution Well 17-18
2. Well 17 and 18 Scope of Services Revised 2.0

RESOLUTION 2025-91

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MEAD & HUNT, INC. FOR ENGINEERING SERVICES RELATED TO POTABLE WATER WELLS #17 AND #18 AND ASSOCIATED C.U.P. PERMITTING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach (“City”) requires additional potable water supply wells to meet projected population growth and maintain reliable water quality and capacity; and,

WHEREAS, Mead & Hunt, Inc. has submitted a proposal, entitled “*Potable Water Wells #17 and #18 and C.U.P. Permitting – Scope of Services and Fee Estimate*,” to provide engineering design, permitting, and related services for Wells #17 and #18; and,

WHEREAS, the proposal includes coordination of design, permitting assistance, and Consumptive Use Permit modification support for the St. Johns River Water Management District; and

WHEREAS, the total fee for these services shall not exceed \$187,721, based on a lump sum and reimbursable fee schedule outlined in the proposal, with the option to reduce the scope to Well #17 only at a cost of \$149,616; and

WHEREAS, the City Commission of the City of Flagler Beach has determined that acceptance of this proposal is in the best interest of the City and its residents.

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. Funding for this project shall be provided from the appropriate budgeted water utility capital improvement account(s).

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 13th day of November, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



October 13, 2025

Bill Freeman, P.E.
City Engineer/Public Works Director
City of Flagler Beach
800 S. Daytona Avenue
Flagler Beach, FL 32136

Email: bfreeman@cityofflaglerbeach.com

Hard Copy Mailed Only on Request

**Subject: POTABLE WATER WELLS #17 AND #18 AND C.U.P. PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Freeman,

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for this project. For economy of scale and efficiency reasons, we have included the design and permitting of both wells #17 and #18. This would save the City money and time when proceeding with well #18. The scope also includes the CUP modification to allow further groundwater withdrawals via these and other future wells.

We look forward to the opportunity to complete another successful project for the City of Flagler Beach. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of David King, P.E., Vice President.

David King, P.E.
Vice President

A blue ink signature of Russell Ferlita, PhD, P.E., Water Practice Leader.

Russell Ferlita, PhD, P.E.
Water Practice Leader

DAK/RF:bf

Enclosures: Scope of Services and Fee Estimate

**SCOPE OF SERVICES
FOR
POTABLE WATER WELLS #17 AND #18 AND C.U.P. PERMITTING**

This Scope of Services is in conformance with the Agreement between the City of Flagler Beach (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) dated October 27, 2016, and amended/assigned on August 23, 2017, and is referred to herein as the Contract.

PROJECT UNDERSTANDING

The project involves the development of two additional new potable water wells, #17 and #18 on parcels of land that were previously dedicated to the CITY as New Well Sites #1 and #2 via warranty deeds dated 6/2/22 and 3/14/23, recorded in the Flagler County Official Records ORB book 2969, page 812 and ORB 2763 page 708. The sites are directly adjacent to the Enclave Seminole Palms subdivision development for which a new 12-inch diameter raw water main was constructed within a 20-foot-wide utility easement adjacent to the well sites. The wells will be constructed in a manner like wells 15 and 16, where the CITY will contract directly with Connect Consulting Inc. (CCI) via a City of Palm Coast contract piggy-back arrangement to design, permit, construct, and test the wells. MEAD & HUNT will design and permit the equipping of the well and development of the well site, including piping, electrical, controls, site work, and connection to the 12-inch diameter raw water main.

As these two new wells were not included in the CITY's current Consumptive Use Permit (CUP) from the St. Johns River Water Management District (SJRWMD), the CUP will need to be modified to include such. MEAD & HUNT will assist the CITY in requesting the CUP modification, including extending the permit duration for 20 years. SJRWMD will require groundwater modeling and saltwater intrusion analysis using SJRWMD's North Florida/Southeast Georgia Groundwater (NFSEG) Model. The modeling is needed to ensure that the increased groundwater withdrawals will not have a detrimental effect on critical surface waters including Minimum Flow and Level (MFL) water bodies, springs and rivers. The CITY will contract directly with CCI via a City of Palm Coast contract piggy-back arrangement for this required groundwater modelling effort. CCI has previously completed modelling for the City of Palm Coast, the City of Bunnell and other NE Florida water utilities and is very familiar with SJRWMD's NFSEG groundwater model.

The CUP modification will also require the development of a revised wellfield wetland monitoring plan. The CITY has contracted directly with Biological Consulting Services Inc. (BCS) for the annual monitoring and reporting. MEAD & HUNT will subcontract with BCS for this assistance and the CITY will contract directly with BCS for the continued monitoring.

MEAD & HUNT recently drafted a Water Supply Facility Work Plan (WSFWP) for the CITY to be in compliance with the SJRWMD District Supply Plan. The WSFWP is currently under review by the State Commerce Department and SJRWMD. Current and future potable water demands were addressed in the

WSFWP and the need for these and other additional wells is imminent due to the projected CITY's population growth and diminishing water quality and quantity in some existing CITY wells. The intent is to propose these wells, 17 and 18, along with wells 19 and 20 on Flagler County Airport property and replacement of well 13 adjacent to the existing well 13.

The intent of this scope is to fully design and permit both well #17 and well #18 and then proceed to bidding and construction of well #17 only, with bidding of well #18 to occur in a later fiscal year.

RESPONSIBILITIES OF CITY

This scope of services is based on the CITY performing or providing the following:

- Providing the necessary water flow and use data along with rate structures and other required information
- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions
- Access to the project sites
- Available data, drawings, and information related to the project
- Review of deliverables within reasonable timeframes of receipt
- Protection of MEAD & HUNT-supplied digital information or data, if any, from contamination, misuse, or changes

ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on the following assumptions and limitations. If any of the assumptions below prove to be incorrect, MEAD & HUNT will consult with the CITY and modify this scope as needed.

- Previously acquired well sites will be utilized
- Previous well designs will be basis of design
- No raw water main upgrades are required
- No water treatment features are required

SCOPE OF SERVICES

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

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and CITY staff. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees. MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated nine (9) month project duration. The PM will manage the development of project work and subconsultant efforts. The PM will provide project updates to the CITY via work activity reports on monthly invoices, and bi-weekly project status meetings.

MEAD & HUNT will also coordinate with CCI for their design, permitting and drilling of the wells.

Deliverables: Kick-Off Meeting Agenda and Summary, Biweekly Project Status Reports

PHASE 2 – DATA COLLECTION

MEAD & HUNT will utilize a survey subconsultant to collect a topographic and boundary survey of the well sites and adjacent areas. Allowances are included to prepare a legal description and sketch that may be necessary for an easement for FPL electrical facilities to serve the wells and to stake the designed well location in the field for CCI's well drilling operation. MEAD & HUNT will utilize a biological/ecological subconsultant to prepare an environmental review of the well sites to determine the existence of wetlands or threatened/endangered species. MEAD & HUNT will submit a design ticket with Sunshine 811 to determine the existing utilities in the area of the proposed improvements. Limited field review will be performed to estimate the location of existing utilities. The CITY will locate existing CITY utilities within the project area and MEAD & HUNT will coordinate such prior to mobilization of survey subconsultant so that the CITY's field marks can be collected with survey information. MEAD & HUNT will further coordinate with FPL to determine the existence of existing electrical facilities and the need to extend such facilities to serve the wells. MEAD & HUNT will conduct necessary site visits to verify existing conditions and collect photographic and other data collection needed for the design.

Deliverables: Topographic and Boundary Survey, Easement Sketch and Legal, Biological/Ecological Report

PHASE 3 – DESIGN

MEAD & HUNT will prepare the necessary construction drawings and technical specifications to describe the desired well improvements, including general, civil/site, mechanical/utilities, electrical, instrumentation, and landscaping/irrigation. Upon completion of internal QA/QC at each completion threshold, MEAD & HUNT will provide the design documents to the CITY for review and comment. Upon the CITY's review, MEAD & HUNT will schedule and attend a design review meeting with the CITY to review the CITY's comments on the design documents.

Deliverables: 60%, 90% and 100% construction drawings, technical specifications, Opinion of Probable Construction Cost, Design Review Meeting Summaries, Comment Response

PHASE 4 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit application fees along with other potential costs such as wetland/surface water mitigation, threatened and endangered species relocation, and other expenses resulting from permits will be paid by CITY. Upon receipt of the permits, MEAD & HUNT will review the permits for accuracy and notify the CITY and agency of any discrepancies found. CITY will be responsible for any agency required or recommended public noticing, if not provided by the agency.

SJRWMD Consumptive Use Permit (CUP)

MEAD & HUNT will coordinate and attend one (1) virtual or in-person pre-application meeting with SJRWMD and the CITY to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, necessary revisions to the permitting approach will be reviewed with the CITY and incorporated into the permitting documents. MEAD & HUNT will prepare and submit the permit application and support information in accordance with the permitting requirements which may include some or all the following items:

- CUP application/modification form
- Maps, GIS figures
- Water Conservation Plan
- Reclaimed Water Feasibility/Plan (based on CITY reclaimed water master plan)
- Public Supply Forms/Form E
- Water Audit (CITY to provide meter/flow data)
- Water Utility Rate Structure (CITY to provide rate information)
- Water Usage/Pumping Reports (EN-50) (CITY to provide flow data)
- Flow Meter Accuracy reports (EN-51) (meter testing provided by others)
- Water Quality Forms (water quality analysis provided by others)
- Wellfield wetland monitoring reports and revised plan (via BCS)
- Groundwater modeling and impact assessment (prepared by CCI)
- Saltwater intrusion and impact assessment (prepared by CCI)

MEAD & HUNT will coordinate with CCI for the groundwater and saltwater intrusion modelling and coordination with SJRWMD for such.

MEAD & HUNT will prepare the permit application package and submit such to the CITY for review and comment. Upon receipt of CITY comments, MEAD & HUNT will revise the permit application package per the CITY's comment, coordinate the collection of necessary signatures by the CITY, submit the application package to SJRWMD, and coordinate the submission of the required fees by the CITY. Upon receipt of Requests for Additional Information (RAI), MEAD & HUNT will review such with the CITY and if needed, coordinate a virtual meeting with SJRWMD staff to discuss. MEAD & HUNT will prepare a response to the RAI and submit such to SJRWMD. This scope assumes up to two (2) RAIs from SJRWMD.

FDEP Specific Permit to Construct Public Water System Components

MEAD & HUNT will prepare two (2) permit application packages (one for each well) and submit such to the CITY for review and comment. Upon receipt of CITY comments, MEAD & HUNT will revise the permit application packages per the CITY's comment, coordinate the collection of necessary signatures by the CITY, submit the application packages to FDEP, and coordinate the submission of the required fees by the CITY. Upon receipt of Requests for Additional Information (RAI), MEAD & HUNT will review such with the

CITY and if needed, coordinate a virtual meeting with FDEP staff to discuss. MEAD & HUNT will prepare a response to the RAI and submit such to FDEP. This scope assumes up to two (2) RAIs from FDEP.

City of Palm Coast Site Plan Permit

MEAD & HUNT will coordinate and attend one (1) virtual or in-person pre-application meeting with Palm Coast and the CITY to discuss permitting requirements. MEAD & HUNT will prepare an agenda and meeting summary for the meeting. After the pre-application meeting, necessary revisions to the design documents will be reviewed with the CITY and incorporated into the design documents. MEAD & HUNT will prepare two (2) permit application packages and submit such to the CITY for review and comment. Upon receipt of CITY comments, MEAD & HUNT will revise the permit application packages per the CITY's comment, coordinate the collection of necessary signatures by the CITY, submit the application packages to Palm Coast, and coordinate the submission of the required fees by the CITY. Upon receipt of Requests for Additional Information (RAI), MEAD & HUNT will review such with the CITY and if needed, coordinate a virtual meeting with Palm Coast staff to discuss. MEAD & HUNT will prepare a response to the RAI and submit such to Palm Coast. This scope assumes up to two (2) RAIs from Palm Coast.

Deliverables: Draft/final permit application packages, RAI responses, permit review comments

EXCLUSIONS

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

- Design/permitting of actual wells (to be done by CCI)
- Easement Acquisition (CITY to provide legal efforts for FPL easement)
- Construction Phase Services (to be included in future scope change or separate scope)
- Geotechnical Engineering (estimated not to be required)
- Laboratory Services (CITY to provide, if necessary)
- Funding Assistance (CITY to provide)
- Zoning Modifications (estimated not to be required)

SCHEDULE

Mead & Hunt will strive to complete this scope of work according to the following schedule:

Phase/Task	Duration to Complete (calendar days)	Cumulative Duration (calendar days)	Commencing Upon
Phase 1 – Project Management	330 days	-	Receipt of notice to proceed
Phase 2 – Data Collection	60 days	75 days	Kick-off meeting
Phase 3 – Design			
60% Design	60 days	135 days	Receipt of survey
City Review	15 days	150 days	Submittal of 60%
90% Design	30 days	180 days	60% review meeting
City Review	15 days	195 days	Submittal of 90%
100% Design	15 days	210 days	90% review meeting
Phase 4 – Permitting Assistance	270 days	270 days	Receipt of notice to proceed

COMPENSATION

The cost for this Scope of Services is **\$187,721** based on the following breakdown and estimated labor schedule. If the CITY desires to remove the design and permitting of well #18 from the scope, the cost is **\$149,616**.

Phase/Task	Fee/Cost	Fee/Cost (#17 only)	Basis
Phase 1 – Project Management	\$15,624	\$12,750	Lump Sum
Phase 2 – Data Collection	\$8,760	\$8,760	Lump Sum
Phase 3 – Design	\$100,034	\$71,538	Lump Sum
Phase 4 – Permitting Assistance	\$41,303	\$39,068	Lump Sum
Subtotal	\$165,721	\$132,116	
Phase 5 – Subconsultants/Reimbursables	\$22,000	\$17,500	Actual cost
Phase 6 – Contingency	\$0	\$0	
TOTAL	\$187,721	\$149,616	

Phase	Description	Principal	Senior Client/Project Manager	Senior Engineer	Engineer III	Engineer II	Senior Technician	Administrative Assistant	Total Task (\$)
	Hourly Rate	\$ 340.00	\$ 309.00	\$217.00	\$ 195.00	\$ 172.00	\$ 188.00	\$ 114.00	See Below
1	Project Management								
	Project Kick-Off Meeting	2	2		2				\$ 1,688
	Project Coordination	13	26					13	\$ 13,936
	Subtotals	15	28	0	2	0	0	13	\$ 15,624
2	Data Collection								
	Survey Coordination		1		2		2		\$ 1,075
	Biological/Ecological Coordination		1		2		2		\$ 1,075
	Utilities Coordination	2	2		4		2		\$ 2,454
	Site Visits	4	4		8				\$ 4,156
	Subtotals	6	8	0	16	0	6	0	\$ 8,760
3	Design								
	General Drawings and Specifications	1	4	2	4	8	10	4	\$ 6,502
	Civil/Site Drawings and Specifications	2	8	4	8	16	50		\$ 17,732
	Mechanical/Utilities Drawings and Specifications	2	8	4	8	16	60		\$ 19,612
	Electrical Drawings and Specifications	2	8	4	8	16	40		\$ 15,852
	Instrumentation Drawings and Specifications	2	8	4	8	16	40		\$ 15,852
	QA/QC	8	4	16					\$ 7,428
	Cost Estimates	2	8		8	16			\$ 7,464
	60% Submittal and Comment Review Meeting	2	2		2				\$ 1,688
	90% Submittal and Comment Review Meeting	2	2		2				\$ 1,688
	100% Submittal	2	8		8		8		\$ 6,216
	Subtotals	25	60	34	56	88	208	4	\$ 100,034
4	Permitting Assistance								
	CUP application/modification form	1	2		4	8			\$ 3,114
	Maps, GIS figures		1		2	4	24		\$ 5,899
	Water conservation plan	1	2		4	8			\$ 3,114
	Reclaimed water feasibility plan	1	2		4	8			\$ 3,114
	Public Supply Forms/Form E		2		4	8			\$ 2,774
	Water Audit	1	2		4	8			\$ 3,114
	Water Utility Rate Structure		1		2	4			\$ 1,387
	Water Usage/Pumping Reports		1		2	4			\$ 1,387
	Flow Meter Accuracy reports		1		2	4			\$ 1,387
	Water Quality Forms		1		2	4			\$ 1,387
	Wellfield wetland monitoring reports/plan	2	4						\$ 1,916
	Groundwater modeling and impact assessment	2	4						\$ 1,916
	Saltwater intrusion and impact assessment		2						\$ 618
	FDEP Permit applications		4		8	16			\$ 5,548
	FDEP Permit RAIs		2						\$ 618
	Palm Coast Permit applications		4		4	8			\$ 3,392
	Palm Coast RAIs		2						\$ 618
	Subtotals	8	37	0	42	84	24	0	\$ 41,303
TOTAL ALL TASKS		54	133	34	116	172	238	17	\$ 165,721
5	SUBCONSULTANT/REIMBURSABLES								
	Survey Allowance	\$ 8,500							
	Env/Ecological Allowance	\$ 8,500							
	Landscape/Irrigation Design	\$ 4,000							
	Printing, etc.	\$ 1,000							
	Total	\$ 22,000							
							Lump Sum Total		\$ 165,721
							Subs/Reimbursables		\$ 22,000
							Phase 6 - Contingency		\$ -
							GRAND TOTAL		\$ 187,721

AUTHORIZATION

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of the City of Flagler Beach and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services.

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By: 

Author/Submitter

By: 

Authorized Signer Review

Name: Russell Ferlita, PhD, P.E.

Name: David A. King, P.E.

Title: Water Practice Leader

Title: Vice President

Date: October 13, 2025

Date: October 13, 2025

Accepted by: CITY OF FLAGLER BEACH

By: _____
The above person is authorized to sign for the CITY and bind the CITY to the terms hereof.

Name: _____

Title: _____

Date: _____

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

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



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: November 20, 2025
Item Name: Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of \$46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date.

Background:

The City of Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project (FDEP Project No. WW180131) is a major capital improvement effort designed to enhance nutrient removal processes, improve operational efficiency, and ensure compliance with modern state and federal water quality standards.

Bids for construction were solicited and evaluated in accordance with City and Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program requirements. Following the evaluation, L7 Construction Inc. was determined to be the lowest responsive and responsible bidder, with a total bid amount of \$46,307,000.

On October 20, 2025, FDEP issued an award authorization letter granting the City approval to proceed with awarding the contract to L7 Construction Inc. The project will be funded through the SRF loan and grant program, with funds disbursed as they become available.

Fiscal Impact:

Funding for this project will be provided through the FDEP State Revolving Fund (SRF) Program, with segmented disbursement according to available funds. The total contract award amount is \$46,307,000.

Staff Recommendation:

Staff recommends approval of Resolution 2025-92, authorizing the award of the Flagler Beach WWTF Biological Nutrient Removal Improvements contract to L7 Construction Inc. in the amount of \$46,307,000, and authorizing the contract and related documents.

Attachments:

1. 92- WWTP
2. Engineer Letter/Bid Tabs
3. Award Letter - Flagler Beach WW180131
4. 25-011 L7 COI 25-26
5. Contract

RESOLUTION 2025-92

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE AWARD OF CONTRACT WW180131 TO L7 CONSTRUCTION INC. FOR THE FLAGLER BEACH WASTEWATER TREATMENT FACILITY (WWTF) BIOLOGICAL NUTRIENT REMOVAL (BNR) IMPROVEMENTS PROJECT IN THE AMOUNT OF \$46,307,000; AUTHORIZING THE CONTRACT AND RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is undertaking the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project (FDEP Project No. WW180131) to upgrade the facility's treatment process to meet current and future water quality standards; and,

WHEREAS, bids were received and evaluated in accordance with City procurement policies and the requirements of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program; and,

WHEREAS, the FDEP has reviewed the bidding documentation and, by letter dated October 20, 2025, authorized the City of Flagler Beach to award the construction contract to L7 Construction Inc. in the amount of Forty-Six Million Three Hundred Seven Thousand Dollars (\$46,307,000);

WHEREAS, staff finds that awarding this contract is in the best interest of the City and consistent with the approved project funding and permitting;

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

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

SECTION 2. The City Commission Hereby awards Contract WW180131 for the Flagler Beach Wastewater Treatment Facility Biological Nutrient Removal Improvements Project to L7 Construction Inc. in the amount of \$46,307,000.

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 13th day of November, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230

Office of the City Engineer

June 10, 2025

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
RE: WWTF: BNR Improvements
BID NO. 25-0303

Dear Ms. Novak,

The City received two (2) bids on the above referenced project on May 29, 2025. The bid consisted of a base bid (BNR Improvements) and one additive alternate bid item (Aluminum Sluice/Slide Gates). See attached bid tabulation. L7 Construction of Longwood Fl. submitted the lowest base bid of \$46,307,000.00 and lowest combined bid (base + alternate) of \$46,207,000.00.

We have reviewed L7 Construction's submitted bid documents for completeness and accuracy and found the bid to be complete and accurate. The contractor has an active State contracting license which is in good standing with no active complaints.

I attempted to obtain information from the three references provided by the contractor. Only one of the three L7's references responded to my request; that response was positive. Based on the references, I believe the contractor has the necessary experience and ability to successfully complete this project. Therefore, I recommend the City award the project to L7 Construction Inc. in the amount of \$46,307,000.00 if the base bid only is to be awarded, or in the amount of \$46,207,000.00 if the combined bid (base + alternate) is to be awarded. Do not hesitate to contact me if you have questions or need additional information.

Sincerely,

William H. Freeman, P.E.
City Engineer of Flagler Beach
Attachment: Bid Tabulation

WWTP Bid Checklist

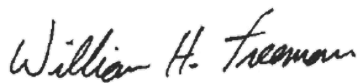
DONE	DESCRIPTION
x	Bid Form Filled
x	Addendum List Acknowledged
x	Bid Form Filled
x	Total Amount Indicated
x	Add/Alt. bid items identified
x	Schedule of Bid MFGR/Suppliers
x	Contractor Signature
x	Copy Surety Provided
x	List of Subcontractors Provided
x	Qualification Statement
x	Experience Summary
x	Resume of Key Personnel
x	Independent Acct. Financial Report
x	Letters of Reference
x	Qualification Statement
x	Bid Bond Form
x	Corporate Resolution
x	Trench Safety Act Compliance
x	Drug Free Workplace

DONE	DESCRIPTION
x	Non Collusion Affidavit
x	Conflict of Interest Affidavit
x	Public Records Law Affidavit
x	Disputes Disclosure Form
x	Americans w/ Disabilities Act Affidavit
x	Unauthorized (illegal) Alien Workers Affidavit
x	E-Verify Compliance Affidavit
x	Financial Information Form
x	Insurance Requirement
x	Insurance Endorsement Form
x	Certification of non-segregated facilities
x	Receipt of exempt public records & agreement
x	Solicitation, Giving and Acceptance of Gifts
x	Copy of Corporation w/ State of FL.
x	Copy of W-9
x	Copy of Fl. State License w/DBPR

William H. Freeman
City of Flagler Beach
June 10th, 2025

page 2

Item No.	Description	Unit	L7 Const.	Razorback LLC
1	Mobilization, Demobilization, Bonds, Insurance, Contractor's trailer, all temp facilities, and miscellaneous items.	LS	\$500,000.00	\$1,600,000.00
2	Survey, layout and As-Built Information necessary for project completion	LS	\$46,000.00	\$110,000.00
3	Pre-construction High Definition (HD) Recording of all construction areas	LS	\$3,000.00	\$6,000.00
4	Lump sum Price for Indemnification as specified in the general conditions	LS	\$1,000.00	\$1,000.00
5	Drone Aerial Photography of the WWTP during and after construction	LS	\$17,000.00	\$17,000.00
6	3D High Def laser survey after completion	LS	\$40,000.00	\$40,000.00
7	Project Cash Allowance	LS	\$100,000.00	\$100,000.00
8	Influent Structure and Mechanical Screening System	LS	\$2,300,000.00	\$2,271,000.00
9	Master Lift Station	LS	\$800,000.00	\$925,000.00
10	EQ Basin/BNR Treatment System	LS	\$14,500,000.00	\$15,481,000.00
11	Site Work	LS	\$6,200,000.00	\$5,764,000.00
12	Secondary Clarifier System and Flow Splitter Box	LS	\$5,900,000.00	\$6,121,000.00
13	RAS/WAS Pumping System Improvements	LS	\$800,000.00	\$991,000.00
14	Tertiary Filtration System/CCC structure	LS	\$3,900,000.00	\$5,642,000.00
15	Aerobic Digestion System Modifications		N/A	N/A
16	Electrical Building No. 1	LS	\$1,300,000.00	\$515,000.00
17	Electrical Controls & Instrumentation Improvements	LS	\$9,000,000.00	\$9,691,000.00
18	SCADA System Improvements	LS	\$900,000.00	\$1,005,000.00
TOTAL BASE BID LUMP SUM AMOUNT (Items 1 -18)			\$46,307,000.00	\$50,280,000.00
	Additive/deductive Alternates			
F	Aluminum Sluice gates, In lieu of composite	LS	-\$100,000.00	-\$98,000.00
Total Bid	TOTAL ALTERNATE BID		\$46,207,000.00	\$50,182,000.00



William H. Freeman P.E.
City Engineer
bfreeman@cityofflaglerbeach.com



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

October 20, 2025

Patti King
Mayor
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136

Re: WW180131 – Flagler Beach
Flagler Beach WWTF Biological Nutrient Removal (BNR) Improvements

Dear Mayor King:

We have reviewed the bidding information for the Flagler Beach WWTF Biological Nutrient Removal (BNR) Improvements contract. The selection of the bidder identified below is acceptable.

Contractor	Award Amount
L7 Construction Inc.	\$46,307,000.00

This letter is your authorization to award the contract. Please note that due to segmented funding for this project, funds may be awarded and disbursed only as they become available. Please submit a copy of the notice to proceed, a copy of the executed contract between the City and the contractor, and the attached certification of contractor's insurance and bonding after the contract is executed via email at SRF_Reporting@dep.state.fl.us. No disbursements for this contract will be made until the documents mentioned above are returned to us.

Please send preconstruction meeting schedules and change orders to Pankaj Shah for review. For further assistance, please call Charles Richards at (850)245-2926.

Sincerely,

A handwritten signature in blue ink that reads "Teresa Robson".

Teresa Robson, Program Administrator
State Revolving Fund Management

TR/cr

Attachment

cc: Bill Freeman - Flagler Beach
Todd Anderson - Flagler Beach



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LRA Insurance P.O. Box 948173 Maitland FL 32794		CONTACT NAME: Reina Gonzalez PHONE (A/C, No, Ext): (407) 838-3445 FAX (A/C, No): (407) 838-3460 E-MAIL ADDRESS: rgonzalez@lrainsurance.com																						
INSURED L7 Construction, Inc. 275 Hunt Park Cove Longwood FL 32750		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Scottsdale Ins. Co.</td><td>41297</td></tr><tr><td>INSURER B:</td><td>Auto Owners Insurance Co.</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Bridgefield Casualty Ins Co</td><td>10335</td></tr><tr><td>INSURER D:</td><td>Colony Insurance Co.</td><td>39993</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Scottsdale Ins. Co.	41297	INSURER B:	Auto Owners Insurance Co.	18988	INSURER C:	Bridgefield Casualty Ins Co	10335	INSURER D:	Colony Insurance Co.	39993	INSURER E:			INSURER F:		
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INSURER D:	Colony Insurance Co.	39993																						
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER: 25/26****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY	X	Y	VRS0008280	7/11/2025	7/11/2026	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	☒ OTHER: <u>Cyber Liability</u>			C-4LWN-098567-CYBER- 2025	7/11/2025	7/11/2026	Aggregate	\$ \$1,000,000	
B	AUTOMOBILE LIABILITY	X	Y	53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO							BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS						☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
						PIP-Basic	\$ 10,000		
A	UMBRELLA LIAB	☒ OCCUR					EACH OCCURRENCE	\$ 5,000,000	
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 5,000,000	
	☐ DED ☐ RETENTION \$			VES0005109	7/11/2025	7/11/2026		\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	830-48507	7/11/2025	7/11/2026	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								
	If yes, describe under DESCRIPTION OF OPERATIONS below								
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurrence/Aggregate	\$1MIL/\$2MIL	
D	Excess Liability/ Over \$5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurrence/Aggregate	\$4MIL/\$4MIL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 25-011 Flagler COI | Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions are included as additional insured with respects to the General Liability coverage, for ongoing and completed operations, on a primary and non-contributory basis, where required by written contract and as additional insured with regards to the Auto Liability on a primary and non-contributory basis. Waiver of Subrogation is included in favor of the certificate holder with regards to the Auto Liability, Workers Compensation & General Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Flagler Beach 105 S. 2nd St. Flagler Beach, FL 32136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE M Showalter/JBRADY

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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 L7 Construction, a corporation, whose address is 275 Hunt Park Cove, Longwood, Florida 32750 (the “Contractor”).

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform WWTF Biological Nutrient Removal (BNR) Improvements (hereinafter referred to as the “Project”); and

WHEREAS, on 3/10/2025, the City issued Bid Number FB 25-0303; 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 10/21/2025, 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 L7 Construction, Incorporated.

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 *WWTF Biological Nutrient Removal (BNR) Improvements*.

Site means City of Flagler Beach Waste Water Treatment Facility.

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 *WWTF Biological Nutrient Removal (BNR) Improvements*, 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 *Forty-Six Million, Three-Hundred Seven Thousand Dollars (\$46,307,000.00)* (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: \$1,250.00 for each calendar day that expires after the time stipulated in the Bid documents Article 1.03(A) for substantial completion. \$1,000.00 for each calendar day that expires after the time stipulated in the Bid documents Article 1.04(A) for completion and readiness for final payment.
- 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 Bidding. 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 13.2 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: L7 Construction, Incorporated
Attn: Brett Lefever
275 Hunt Park Cove
Longwood, Florida 32750

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 H**, 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



L7 Construction, Incorporated

Brett Lefever
Signature

BRETT LEFEVER
Print

PRESIDENT
Title

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF <u>SEMINOLE</u> Sworn to (or affirmed) and subscribed before me by means of online notarization ☐ OR physical presence ☒ this <u>4th</u> day of <u>NOVEMBER</u>, 20<u>25</u> Personally Known ☒ OR Produced identification ☐ Type of Identification Produced: <u>N/A</u>	<u>Melissa Pugh</u> Signature of Notary Public Print, Type or Stamp Commissioned Name of Notary Public below: MELISSA PUGH Notary Public, State Of Florida Commission No. HH 286357 My Commission Expires: 7/12/2026
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Attachment H

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: L7 CONSTRUCTION INC.
Vendor FEIN: 26-0210469
Vendor's Authorized Representative Name and Title: BRETT LEFEVER - PRESIDENT
Address: 275 HUNT PARK COVE
City: LONGWOOD State: FL ZIP: 32750
Phone Number: 321-972-9325
Email Address: BLEFEVER@L7CONSTRUCTS.COM

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Escambia County School Board is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: BRETT LEFEVER - PRESIDENT

Date: 11/4/25



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From: Liz Mathis, Human Resources Manager
Meeting Date: November 20, 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 V.1 Annual Leave Eligibility and Rate of Accrual. Update to align with City policy that only full-time employees are eligible for annual leave.
- Section V.5 Unused Annual Leave. Update to include an employer retirement contribution in annual leave payout checks to ensure consistency with all general employees.
- 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:

No direct fiscal impacts are associated with the proposed changes.

Staff Recommendation:

Staff recommends approval of Resolution 2025-73.

Attachments:

1. Resolution 2025-73
2. SECTION III.3. Application procedures
3. ARTICLE V.1 Annual Leave Eligibility and Rate of Accrual
4. SECTION V.5 Unused Annual Leave
5. Section VII.10 Flex time
6. SECTION XII Retirement Plan
7. SECTION XII.1. Vehicles
8. SECTION XIV.10. Temporary work at a higher classification with updates
9. SECTION II.13 Employee Conduct
10. SECTION III.21 Cell phone-MiFi-Tablet Policy
11. SECTION III.22 City Vehicle Tracking Policy
12. 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 V.1 ANNUAL LEAVE ELIGIBILITY AND RATE OF ACCRUAL, SECTION V.5 UNUSED ANNUAL LEAVE, 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.1 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 III.3 Application Procedures, updating hiring practices and procedures to be compliant with current laws and best practices.

SECTION 3. Amendments to Section V.1 Annual Leave Eligibility and Rate of Accrual, removing language to prorate part-time annual leave to align with past policy amendments.

SECTION 4. Amendments to Section V.5 Unused annual leave, adding updated language that an employer retirement contribution will be included on all annual leave payouts as of October 1, 2025.

SECTION 5. Amendments to Section XII.2 Retirement Plan, adding updated retirement definitions for Police and Fire employees as defined by pension plan.

SECTION 6. Amendments to Section XIV.10 Temporary Work at a higher classification, amending to update guidelines and define compensation.

SECTION 7. Add Section II.13 Employee Conduct.

SECTION 8. Add Section III.21 Cell phone/MiFi/Tablet Policy

SECTION 9. Add Section III.22 Vehicle Tracking Policy

SECTION 10. Add Section III.23 Media and Public Relations Policy

SECTION 11. The personnel policies, procedures, and rules attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

SECTION 12. 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.~~

ARTICLE V.

ANNUAL LEAVE (VACATION)

SECTION V.1. Eligibility and rate of accrual.

(a) Each regular full-time employee will accrue annual leave (vacation) with pay on the following basis (for fire protection employees see SECTION III.13-Special twenty-eight-day work period for fire protection employees):

Continuous Employment	Annual Leave Accrual
1 year	80 hours
5 years	96 hours
10 years	120 hours
15 years	160 hours

(b) Annual leave is computed on the city employment anniversary date for each employee. Annual leave will accrue during the year on a prorated basis.

~~(c) —Part-time employees will have their annual leave prorated by the department head based on hours worked.~~

SECTION V.5. Unused annual leave.

- a) When termination occurs following the first employment anniversary date, employees will be compensated for annual leave accumulated for the nearest whole month employed.
- b) Effective October 1, 2025 an employer retirement contribution will be included on all annual leave payout checks for general employees.

~~SECTION VII.10. Flex time. The city manager, upon request of an exempt employee (to-wit: the managerial employee), may allow the employee to take flex time in increments of no less than one (1) hour in lieu of compensatory time. This time is not to be construed as compensatory time and shall in no way be compensable even if the employee separates from the city.~~

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

November 20, 2025



To: City Commission
From: Liz Mathis, Human Resources Manager
Meeting Date: November 20, 2025
Item Name: City Manager Annual Evaluation

Background:

The City Manager's contract calls for an annual evaluation:

Section 14: Performance Evaluation

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be determined by Employer. Employer shall make reasonable efforts to conduct this performance review in August of each year or as soon thereafter as reasonably possible.

Fiscal Impact:

The City Manager's compensation may be adjusted by the City Commission.

Staff Recommendation:

NA

Attachments:

1. Com_. Sherman-City Manager Evaluation
2. Com_. Sherman- Mr. Martin_Observations
3. Com_. Belhumeur-City Manager Evaluation
4. Mayor Kings Evaluation of City Manager
5. Comm Spradley-City Manager Evaluation
6. Com_. Sherman-City Manager Evaluation
7. Com_. Sherman- Mr. Martin_Observations
8. Com_. Belhumeur-City Manager Evaluation
9. Comm Spradley-City Manager Evaluation
10. Mayor Kings Evaluation of City Manager
11. Comm Cooley -City Manager Evaluation
12. Comm Cunningham - City Manager Review0001

City of Flagler Beach

City Manager Performance Evaluation

Name: _____

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

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

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

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

FINAL

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

Overall Comments:

Signature of Evaluator:	Date:	11/04/2025
James P Sherman		



Commissioner Sherman's Observations

OBSERVATIONS

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

1. I would like to see him continuing to engage the residents of Flagler Beach. I want to continue to see the dinner events that he has hosted, games on the green, and other initiatives that I believe strengthen his relationship with the community.
2. I would also like him to continue with this Friday's notes. This is the type of communication and transparency this commission has valued and needed for years.

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

1. I believe that an area where I feel Mr. Martin could be more assertive is during budget time, to be a bit more assertive, and instead of saying it is our budget, to provide a bit more guidance with potential outcomes and alternatives to matters that the commission might be debating on with the budget.

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

1. Create a "data dashboard" or public summary of significant studies, utility trends (water/sewer/stormwater), infrastructure needs, costs, timelines, and current status. This gives citizens a more concrete basis for engaging and asking questions.
2. Develop a clear communications plan: ensure that forthcoming studies, utility rate analyses, budget impacts, etc. are shared proactively in clear language and via multiple channels (website, social media, public forums).

FUTURE GOALS AND OBJECTIVES

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

First, we need a renewed focus on tidal flooding events that impact our residents. It's time for us to begin advocating at the county and state levels for comprehensive studies on tidal flooding originating from the Intracoastal Waterway.

Second, and closely related, is the need to educate our residents on the difference between stormwater flooding and tidal flooding. I believe there is a significant disconnect in our community on this issue, and improving public understanding will help guide more effective solutions.

Finally, I would like Mr. Martin to begin reclaiming and properly managing the city's rights-of-way. These areas are vital to Flagler Beach, and as we continue improving our infrastructure citywide, it's imperative that we address the right-of-way challenges we currently face.

City of Flagler Beach

City Manager Performance Evaluation

Name: _____

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

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

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

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

FINAL

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

Overall Comments:

Signature of Evaluator:	Date:
Rick Belhumeur, November 07, 2025	



City of Flagler Beach
City Manager Performance Evaluation

Name: **Scott W. Spradley**

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

	Rating	Weight
Relationship with City Commission		15%
1. Effectively implements policies and programs approved by the City Commission.	4	
2. Reporting to City Commission is timely, clear, concise and thorough.	4	
3. Accepts direction/instructions in a positive manner.	4	
4. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	4	
5. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	4	
6. Provides the City Commission with clear report of anticipated goals.	4	
7. Has an "open door policy" for Commissioners.	5	
Average score for this category	29	4.1428
Weighted Score		357142

Comments:
Dale does a very good job of communicating the status and results of policy actions to the City Commission, both as a Board and individually in our face to face communications. He is always available when I have questions, comments or concerns regarding City policy or activity.

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

Comments: (next page)

Dale is excellent at his public relations duties and obligations re: the media. Even though his workload is significant and ever growing, I would like to see Dale improve the timeliness of his interactions with members of the community. Success here would in my estimation be well received by the community.

i. Effective Leadership of Staff			20%
a. Delegates appropriate responsibilities.	4		
b. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	4		
c. Initiates programs to motivate staff.	4		
d. Initiates programs to enhance the Flagler Beach workplace.	4		
Average score for this category	16	4	
Weighted Score			80

Comments:

Not being privy to staff interactions, it is difficult for me to assess Dale's leadership capabilities with a broad brush. But based on comments made to me by a few staff members whose opinions are credible with me, Dale is a good leader, with any short comings being attributed to Dale's heavy work load. I would ask that Dale continue to strive to have a positive atmosphere for the work place, despite his workload.

ii. Fiscal Management			20%
a. Prepares realistic annual budget, which is easy to understand.	3		
b. Controls expenditures in accordance with approved budget.	3		
c. Keeps City Commission informed about revenues and expenditures, actual and projected.	3		
d. Ensures the budget addresses the goals and objectives, including readability.	4		
Average score for this category	13	3.25	
Weighted Score			65

Comments:

would like to see Dale work to control to the extent possible, redundant and excessive asks by contractors and consultants, which in turn inflate the budget to a degree. I would like Dale to ensure that change orders are approved prior to the commencement of work. I feel this is an area where Dale can and should easily improve.

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

Comments:

Dale does well in his communication skills with constituents and in his written communications.

iv. Personal Traits			10%
a. Initiative.	5		
b. Openness: Encourages participation in decision making process.	4		

7. Fairness and Impartiality.	4	
8. Creativity.	4	
9. Visionary.	4	
Average score for this category	21	4.2
Weighted Score		42

Comments:

I feel Dale brings a lot to the table with initiative skills and what I see as fair and capable management.

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

Comments:

Dale's communication skills with other governmental units is excellent. His interaction with the City's lobbyist is sincere and effective.

FINAL

4.04

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

Overall Comments:

Dale is doing a very good job. He should strive to improve his timeliness and content in response to resident inquiries and complaints. While I understand Dale has an ever growing workload, the time necessary to be responsive to all residents who interact with him will pay great dividends to his professional status as viewed by the residents and by the Commission, in my opinion. Dale is an excellent advocate for the City and I applaud those efforts. Management of the budget process has been good but I would like to see it improve as we move forward with an ever growing list of priority projects in the works or on the horizon.

Signature of Evaluator:


Date:
11/7/2025

City of Flagler Beach

City Manager Performance Evaluation

Name: Dale Martin

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

	Rating	Weight
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	3	
B. Reporting to City Commission is timely, clear, concise and thorough.	3	
C. Accepts direction/instructions in a positive manner.	4	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	3	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	3	
F. Provides the City Commission with clear report of anticipated goals.	3	
G. Has an "open door policy" for Commissioners.	4	
Average score for this category	23	3.2857
Weighted Score		714285

Comments:

Dale always has an open door and shares pertinent info as needed.

2. Public Relations		10%
A. Projects a positive public image.	3	
B. Is courteous to the public at all times.	3	
C. Maintains effective relations with media representatives.	3	
D. Responds to requests from the public in a timely manner.	3	
Average score for this category	12	3
Weighted Score		30

Comments: (next page)

I find Dale to be responsive to all inquires. His responses appear to be courteous at all times.		
3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	4	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	4	
C. Initiates programs to motivate staff.	3	
D. Initiates programs to enhance the Flagler Beach workplace.	3	
Average score for this category	14	3.5
Weighted Score		70
Comments:		
To my knowledge staff enjoys the "team" approach that Dale has brought and created.		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	4	
B. Controls expenditures in accordance with approved budget.	3	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	3	
D. Ensures the budget addresses the goals and objectives, including readability.	3	
Average score for this category	13	3.25
Weighted Score		65
Comments:		
Dale created the annual budget book, which I find a wonderful addition to our records-In my opinion clear and concise, fairly easy to read, follow and understand.		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	3	
B. Written communications are clear, timely, forthright and encourages feedback.	4	
Average score for this category	7	3.5
Weighted Score		52.5
Comments:		
Dale implemented Friday Notes to keep all up to date with projects and all things City related.		
6. Personal Traits		10%
A. Initiative.	4	
B. Openness: Encourages participation in decision making process.	4	

C. Fairness and Impartiality.	4	
D. Creativity.	3	
E. Visionary.	4	
Average score for this category	19	3.8
Weighted Score		38

Comments:

I believe Dale to be a great leader. Offers staff the ability to do their jobs without misdirection and micromanagement. His vision for our City aligns with the majority.

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

Comments:

I believe that Dale has a good relationship with Edgar which allows for a good team work approach to our Legislators and Representatives.

FINAL

3.37

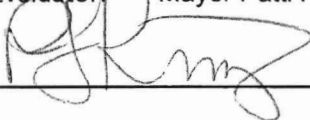
- 1.00-1.99 Unsatisfactory
- 2.00-2.99 Improvement Needed
- 3.00-3.99 Meets Job Standards
- 4.00-4.49 Exceeds Job Standard
- 4.5-5.00 Outstanding

Overall Comments:

I enjoy working with Dale. I find his knowledge of municipal government and leading our City invaluable to not only myself, but to our City.
I find he is fair in all decisions and is always able to explain or defend his decisions with facts and appropriate details.

Signature of Evaluator: Mayor Patti King

Date: November 6, 2025



City of Flagler Beach

City Manager Performance Evaluation

Name: _____

Evaluation Period: October 1, 2024 thru September 30, 2025

Definition of Ratings

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

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

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

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

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

FINAL

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

Overall Comments:

Signature of Evaluator:	Date:



City of Flagler Beach City Manager Performance Evaluation

Name: John Cunningham

Evaluation Period: October 1, 2024

thru September 30, 2025

Definition of Ratings

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

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

Rating	Weight	
1. Relationship with City Commission		15%
A. Effectively implements policies and programs approved by the City Commission.	2	
B. Reporting to City Commission is timely, clear, concise and thorough.	2	
C. Accepts direction/instructions in a positive manner.	2	
D. Effectively aids the City Commission in establishing long range goals as determined from the Strategic Plan.	2	
E. Keeps the City Commission informed of current plans and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	2	
F. Provides the City Commission with clear report of anticipated goals.	2	
G. Has an "open door policy" for Commissioners.	2	
Average score for this category	14	2
Weighted Score		30
Comments:		
See Overall Comments		
2. Public Relations		10%
A. Projects a positive public image.	2	

B. Is courteous to the public at all times.	2	
C. Maintains effective relations with media representatives.	2	
D. Responds to requests from the public in a timely manner.	2	
Average score for this category	8	2
Weighted Score		20
Comments: (next page)		

See Overall Comments		
3. Effective Leadership of Staff		20%
A. Delegates appropriate responsibilities.	1	
B. Effective at directing and developing a team of staff members, encouraging decision making, instilling confidence, and emphasizing support.	1	
C. Initiates programs to motivate staff.	1	
D. Initiates programs to enhance the Flagler Beach workplace.	1	
Average score for this category	4	1
Weighted Score		20
Comments:		
See Overall Comments		
4. Fiscal Management		20%
A. Prepares realistic annual budget, which is easy to understand.	1	
B. Controls expenditures in accordance with approved budget.	1	
C. Keeps City Commission informed about revenues and expenditures, actual and projected.	1	
D. Ensures the budget addresses the goals and objectives, including readability.	1	
Average score for this category	4	1
Weighted Score		20

Comments:		
See Overall Comments		
5. Communication		15%
A. Facilitates the flow of information regarding Commission policy to the various constituents including the media, public employees and other organizations.	1	
B. Written communications are clear, timely, forthright and encourages feedback.	1	
Average score for this category	2	1
Weighted Score		15
Comments:		
See Overall Comments		
6. Personal Traits		10%
A. Initiative.	1	
B. Openness: Encourages participation in decision making process.	1	
C. Fairness and Impartiality.	1	
D. Creativity.	1	
E. Visionary.	1	
Average score for this category	5	1
Weighted Score		10
Comments:		
See Overall Comments		
7. Intergovernmental Affairs		10%
A. Maintains effective communication with local, regional, State and Fed.	2	
B. Financial resources (grants) from other agencies are pursued.	2	

C. Contributions to good government through regular participation.	2	
D. Lobbies effectively with legislators and State agencies.	2	
Average score for this category	8	2
Weighted Score		20
Comments:		
See Overall Comments		

FINAL

1.35

1.00-1.99 Unsatisfactory

2.00-2.99 Improvement Needed

3.00-3.99 Meets Job Standards

4.00-4.49 Exceeds Job Standard

4.5-5.00 Outstanding

Overall Comments:

The City Manager's overall performance has been unsatisfactory and does not meet the expectations of effective municipal leadership. A consistent pattern of **poor management practices, lack of transparency, and limited accountability** has undermined the trust of both city staff and the community.

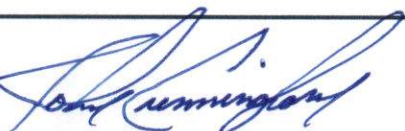
The City Manager has demonstrated **ineffective oversight of city operations**, particularly those occurring outside of City Hall. There is a clear disconnect between administrative decisions and the day-to-day realities of how the city functions in the field. This has led to operational inefficiencies, lack of coordination among departments, and missed opportunities to address visible issues affecting residents and businesses.

Concerns have also been raised regarding **inconsistent and questionable hiring and firing practices**, which appear to lack clear justification, documentation, or adherence to established policies. These actions have contributed to low staff morale and public criticism of the city's internal management.

Furthermore, the City Manager has shown **limited understanding of how the city is perceived externally**, failing to engage adequately with residents, stakeholders, and community organizations. The absence of transparent communication and proactive public engagement has created the perception of a closed, insular administration.

Overall, the City Manager's performance reflects a **lack of leadership, accountability, and strategic oversight**. Substantial improvement is required in the areas of transparency, operational management, staff relations, and community engagement to restore confidence in city administration. Without significant corrective action and stronger leadership presence, continued performance at this level poses a risk to the city's reputation, effectiveness, and long-term stability.

Signature of Evaluator:



Date:

11/10/2025



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From: Dale Martin, City Manager
Meeting Date: November 20, 2025
Item Name: Resolution 2025-85. A Resolution of the City Commission of the City of Flagler Beach, Florida, Adopting the FY 2025/2026 Salary Plan; providing for conflict and an effective date.

Background:

The City's Personnel Policy (Article XIV, Section 4) calls for a Resolution to adopt an annual salary schedule. Exhibit A attached to the Resolution illustrates the salaries/wages for City staff.

Fiscal Impact:

The salaries/wages are incorporated in the adopted 2025/2026 Budget.

Staff Recommendation:

Staff recommends approval of Resolution 2025-85.

Attachments:

1. 85- Salaries
2. 2025 Salary Adjustments Final

RESOLUTION 2025-85

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING THE FY 2025/2026 SALARY PLAN; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Article XIV, Section 4 of the City's Personnel Policy calls for a resolution to adopt an annual salary schedule; and,

WHEREAS, on September 25, 2025, the Commission adopted the Fiscal Year 2025/2026 budget, approving department positions; and

WHEREAS, the City Manager and Department Directors have completed the annual evaluations and determined the merit pay earned which has been implemented into the attached Exhibit "A" Salary Adjustment Schedule.

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 attached Exhibit "A" Salary Adjustments Schedule is hereby adopted and incorporated into the FY 2025/2026 Budget.

SECTION 3. The City Commission authorizes the City Manager to make minor revisions (not to exceed five percent on an individual basis) to the 2025/2026 Salary Plan during the fiscal year based upon City needs or individual accomplishments, but such revisions will not exceed the departmental funding appropriated for salaries and wages. Proposed revisions that exceed five percent will require City Commission consideration and approval before implementation.

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

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 13TH day of November 2025.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

Patti King, Mayor

Penny Overstreet, City Clerk

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
EVANS, J	Fire					14.00	43,500.00	Probationary (09/22/25)
MALACH, M	Fire					14.00	43,500.00	Probationary (09/22/25)
STRICKLAND, J	Fire	14.92	46,334.56	B	3%	15.37	47,724.60	
ADAMS, B	Fire	15.13	46,973.85	C	2%	15.43	47,913.33	Probationary (08/07/25)
MULLEN, K	Fire	16.57	51,462.23	C	2%	16.90	52,491.47	
PRINCE, J	Fire	17.07	52,998.36	B	3%	17.58	54,588.31	
POEIRA, T	Fire	17.71	55,000.00	C	2%	18.07	56,100.00	Probationary (07/08/25)
BEAUCHAMP, D	Building					19.00	39,520.00	Probationary (10/06/25)
MILLER, M	Streets/Storm	16.50	34,320.00	C	*	19.00	39,520.00	Probationary (07/07/25); starting hourly wage to \$19.00
BAKER, B	Facilities	17.00	35,360.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
COLLINS, B	Finance	17.00	35,360.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
STATON, K	Facilities	17.00	35,360.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
STEPHANY, M	Sanitation	17.01	35,380.80	B	*	19.00	39,520.00	Starting hourly wage to \$19.00
LILAVOIS, R	Streets/Storm	17.03	35,422.40	B	*	19.00	39,520.00	Starting hourly wage to \$19.00
HARGRAVES, J	Facilities	17.20	35,776.00	C	*	19.00	39,520.00	Starting hourly wage to \$19.00
CLOUSE, S	Library	18.00	37,440.00	C	*	19.00	39,520.00	Probationary (07/08/25); starting hourly wage to \$19.00
CARRE, C	Ocean Rescue	18.58	PT	C	*	19.00	PT	Probationary (08/02/25); starting hourly wage to \$19.00
CARRE, K	Ocean Rescue	18.58	PT	C	*	19.00	PT	Starting hourly wage to \$19.00
EVANS, G	Fire	18.68	57,996.14	C	2%	19.05	59,156.06	
MCREE, B	Finance	19.00	39,520.00		2%	19.38	40,310.40	Probationary (08/25/25)
WILLIAMSON, T	Sanitation	18.90	39,312.00	B	3%	19.47	40,491.36	
MELGAR, G	Facilities	18.20	37,856.00	C	*	19.50	40,560.00	Starting hourly wage to \$19.00
REYES PEREZ, R	Streets/Storm	18.52	38,521.60	B	*	19.50	40,560.00	Starting hourly wage to \$19.00
DOMINGUEZ, G	Facilities	18.67	38,833.60	C	*	19.50	40,560.00	Starting hourly wage to \$19.00
ARMELLINO, J	Ocean Rescue	18.58	PT	A	5%	19.51	PT	
REBOSTINI, E	VOCA	19.78	PT	B	3%	20.37	PT	
THOMPSON, A	Water	20.00	41,600.00	C	2%	20.40	42,432.00	
DENVIR, S	Util. Maint.	20.40	42,432.00	C	2%	20.81	43,280.64	Probationary (08/18/25)
DINARDI, M	VOCA	20.41	PT	B	3%	21.02		
REXROAD, B	Facilities	19.84	41,267.20	C	*	21.20	44,096.00	Compression adjustment

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
ALLEN, A	Util. Maint.	21.00	43,680.00	C	2%	21.42	44,553.60	
FLEET, B	Water	21.00	43,680.00	B	3%	21.63	44,990.40	
BANKS, R	Sanitation	20.88	43,430.40	A	5%	21.92	45,601.92	
MCBRIDE, K	Finance	20.64	42,931.20	B	*	22.58	46,966.40	Probationary (10/01/25); position reclassified
MCGUIRE, T	Building	18.69	PT		*	23.00	PT	Wage adjustment due to specialized skill
BUTTNER, E	Police	22.60	47,008.00	B	3%	23.28	48,418.24	
RAINEY, M	Fire	23.04	71,531.44	C	2%	23.47	72,877.61	
HOLMAN, D	Sanitation	22.36	46,508.80	A	5%	23.48	48,834.24	
FICOCELLO, M	Planning	23.00	47,840.00	B	3%	23.69	49,275.20	
SKRZYPINSKI, H	Water	23.50	48,880.00	C	2%	23.97	49,857.60	
ALBRECHT, A	Water	23.50	48,880.00	B	3%	24.21	50,346.40	
MCGEE, D	Sanitation	23.90	49,712.00	B	3%	24.62	51,203.36	
DEPASQUALE, M	Finance	24.19	50,315.20	C	2%	24.67	51,321.50	
ISAACS, J	Public Works	25.00	52,000.00	C	2%	25.50	53,040.00	Probationary (06/30/25)
PEREZ, J	Util. Maint.	24.82	51,625.60	B	3%	25.56	53,174.37	
BRAMER, B	Building	23.59	49,067.20	A	*	26.00	51,520.56	Wage adjustment due to certification
GIFFORD, J	Planning	25.30	52,624.00	B	3%	26.06	54,202.72	
MARTIN, S	Facilities	25.02	52,041.60	A	5%	26.27	54,643.68	
LAW, R	Util. Maint.	25.50	53,040.00	B	3%	26.27	54,631.20	
HINEBAUGH, G	Planning	26.00	54,080.00	B	3%	26.78	55,702.40	
DEFRIESE-ROMERO, C	Police	26.50	57,876.00		*	27.83	60,780.72	Per Collective Bargaining Agreement
RAMIREZ, D	Police	27.08	56,326.40	B	3%	27.89	58,016.19	
ZIEHL, J	Police	27.10	56,368.00	B	3%	27.91	58,059.04	
BOWMAN, J	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
JONES, S	Wastewater	27.28	56,742.40	B	3%	28.10	58,444.67	
LUTTRELL, E	Police	27.53	59,732.40		*	28.36	58,980.27	Per Collective Bargaining Agreement
DURICK, M	Sanitation	27.68	57,574.40	B	3%	28.51	59,301.63	
DUNN, J	Building	28.32	58,905.60	C	2%	28.89	60,083.71	
SNYDER, M	Police	28.31	61,829.04		*	29.16	60,651.34	Per Collective Bargaining Agreement
MAHONEY, H	Finance	28.65	59,592.00	B	3%	29.51	61,379.76	

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
PARISH, M	Library	28.75	59,800.00	B	3%	29.61	61,594.00	
SAUNDERS, J	Police	29.73	64,930.32		*	31.22	68,184.48	Per Collective Bargaining Agreement
SCHERR, E	Police	30.07	65,672.88		*	31.57	68,948.88	Per Collective Bargaining Agreement
ANDERSON, M	Public Works	31.25	65,000.00	C	2%	31.88	66,300.00	Probationary (07/28/25)
KEARNEY, D	Police	30.97	64,417.60	B	3%	31.90	66,350.13	
LAUREANO, J	Building	30.81	64,084.80	A	5%	32.35	67,289.04	
KUHN, C	City Clerk	31.75	66,040.00	C	2%	32.39	67,360.80	Probationary (06/20/25)
NOBRE, S	Police	32.26	70,455.84		*	33.87	73,972.08	Per Collective Bargaining Agreement
OFLAHERTY, D	Executive					33.65	70,000.00	Probationary (01/15/26)
JONES, K	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
VINCI, R	Police	33.17	72,443.28		*	34.83	76,068.72	Per Collective Bargaining Agreement
ALMBERG, A	Water	33.22	69,097.60	A	5%	34.88	72,552.48	
LUDECKER, B	Finance	34.23	71,198.40	B	3%	35.26	73,334.35	
HARTMAN, P	Water	35.07	72,945.60	C	2%	35.77	74,404.51	
NOBRE, C	Finance	34.20	71,136.00	B	*	36.33	75,566.40	Probationary (10/01/25); position reclassified
RODRIGUES, L	Sanitation	35.86	74,588.80	B	3%	36.94	76,826.46	
GUERRERO, M	Police	35.66	77,881.44		*	37.44	81,768.96	Per Collective Bargaining Agreement
RICHARDS, L	Public Works	36.59	76,107.20	B	3%	37.69	78,390.42	
YELVINGTON, A	Police	37.35	81,572.40		*	39.22	85,656.48	Per Collective Bargaining Agreement
CREWS, J	Streets/Storm	38.25	79,560.00	B	3%	39.40	81,946.80	
BINGHAM, J	Police	38.74	84,608.16		*	40.68	88,845.12	Per Collective Bargaining Agreement
GILLIN, T	Ocean Rescue	40.30	83,824.00	B	3%	41.51	86,338.72	
LYNN, J	Wastewater	40.89	85,051.20	B	3%	42.12	87,602.74	
HASHEM, E	Water	40.88	85,030.40	A	5%	42.92	89,281.92	
BLANK, D	Police	42.04	91,815.36		*	44.14	96,401.76	Per Collective Bargaining Agreement
IMPSON, D	Info Technology	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (05/05/25)
SCHOENBROD, M	Police	43.27	90,001.60	C	2%	44.14	91,801.63	Probationary (07/28/25)
FIVEASH, J	Fire	46.15	95,992.00	C	2%	47.07	97,911.84	Probationary (06/23/25)
RYAN, K	CRA	48.08	100,006.40	B	3%	49.52	103,006.59	
BLANCHETTE, L	Police	48.52	100,921.60	A	5%	50.95	105,967.68	

		24/25	24/25			25/26	25/26	
NAME		HOURLY	ANNUAL	EVAL	MERIT	HOURLY	ANNUAL	COMMENTS
MATHIS, E	Hum. Resources	50.17	104,353.60	B	3%	51.68	107,484.21	
RAMER, J	Water	50.98	106,038.40	B	3%	52.51	109,219.55	
COX, S	Fire	52.03	108,222.40	B	3%	53.59	111,469.07	
OVERSTREET, P	City Clerk	52.96	110,156.80	A	5%	55.61	115,664.64	
ALLEN, R	Finance	53.65	111,592.00	A	5%	56.33	117,171.60	
McCLENNING, L	Planning	55.29	115,003.20	B	3%	56.95	118,453.30	
DOUGHNEY, M	Police	56.75	118,040.00	B	3%	58.45	121,581.20	
MCFADDEN, R	Building	57.30	119,184.00	C	2%	58.45	121,567.68	
HARLAN, H	Finance	62.64	130,291.20	A	5%	65.77	136,805.76	
MARTIN, D	Executive	79.33	165,006.40		0%	79.33	165,006.40	
FREEMAN, W	Public Works	80.18	166,774.40	B	3%	82.59	171,777.63	



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From:
Meeting Date: November 20, 2025
Item Name: City Attorney

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From:
Meeting Date: November 20, 2025
Item Name: City Manager

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission
From:
Meeting Date: November 20, 2025
Item Name: Commission comments, including reports from meetings attended

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None



Staff Report

City Commission Regular Meeting

November 20, 2025



To: City Commission

From:

Meeting Date: November 20, 2025

Item Name: 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.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

None