City Commission Regular Meeting Agenda

Thursday, July 23, 2026 at 5:30 PM

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

All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**

3. **Proclamations and Awards**

4. **Deletions and changes to the agenda**

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

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

6. **Consent Agenda**

   a. Approve the Regular Meeting Minutes of July 09, 2026.

   b. Approve an Interlocal Agreement between Flagler County and the City of Flagler Beach for the shared expense of Computer-aided dispatch (CAD) software maintenance and support costs as detailed in the ILA.

7. **General Business**

   a. Budget Presentation

   b. Resolution 2026-61. A Resolution by the City of Flagler Beach, Florida, adopting a Tentative Millage Rate for the Fiscal Year 2026/27 Budget, providing for conflict and providing for an effective date.

   c. Consider a request for a temporary waiver of the Code, specifically Section 4-129 (b) (4) of the Code of Ordinance to permit the consumption of alcoholic beverages during a Special Event in Wickline Park for a family gathering on August 16, 2026. Applicant Roxie Cisyk.

   d. Seeking a requirement for the builder of 1011 N. Oceanshore Blvd. to retain stormwater on property, via construction of a drywell or other retention device/structure — Ana Domingo, 1012 N. Central Avenue.

   e. Clarification of Ordinances, Land Development, and Building Codes — Thomas Hagman, 914 S. Ocean Shore Blvd.

   f. Special exception given to property 2201 N. Ocean Shore Blvd (overbuilt) — Brent and Evelyn Crego, 2205 N. Ocean Shore Blvd.

   g. Resolution 2026-51. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a proposal from Environmental Control Systems, Inc. (ECS) for rehabilitation work at the N. 20th Street Lift Station (LS-04), authorizing a project budget in the amount of $295,500.00; providing for funding, implementation, conflict and an effective date.

h. Resolution 2026-57. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the proposal from Environmental Control Systems, Inc. for the rehabilitation of Pump Station 8; approving a project budget in the amount of $291,000.00; providing for funding, implementation, conflict, and an effective date.

i. Discussion regarding Authorization for Smoke Testing Services – USSI, LLC Estimate 2501

8. Public Hearings

a. Final Site Plan Application PMS26-0002: Flagler Beach Vacation Rentals, 1708 S. Ocean Shore Blvd.; Parcel ID: 18-12-32-2750-00030-0030; Applicant: Theodore Barnhill; request final site plan approval to construct a three-story, eight-unit, hotel in the Tourist Commercial (TC) Zoning District.

b. Ordinance 2026-13. An ordinance of the City of Flagler Beach, Florida, amending Chapter 9, Fire Protection and Prevention, to adopt by reference the current edition of the Florida Fire Prevention Code and provide for investigation guidelines; providing for codification, conflicts, and an effective date (Final Reading).

c. Ordinance 2026-14. An Ordinance of the City of Flagler Beach, Florida, submitting to the electors of Flagler Beach a proposed amendment to the Charter of the City of Flagler Beach; providing ballot title, summary and text for the proposed amendment; providing directions to the City Clerk; providing for severability; providing for an effective date for approved amendments; providing for an effective date for the Ordinance (Final Reading).

d. Ordinance 2026-15 – An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances to establish a Fats, Oils, and Grease (FOG) Management Program; providing for regulations governing the installation, maintenance, and inspection of grease interceptors and oil/water separators; providing for administrative procedures, enforcement; providing for severability; providing for codification; and providing for an effective date (First Reading).

9. Staff Reports

a. City Attorney

b. City Manager

10. Commission Comments

a. Commission comments, including reports from meetings attended

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

11. Adjournment

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.

City Commission Regular Meeting Minutes

Thursday, July 9, 2026, at 5:30 PM

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

Present: Mayor Patti King, Chairman Eric Cooley, Vice-Chair Scott Spradley, Commissioners John Cunningham, RJ Santore and James Sherman, City Attorney Cliff Shepard, City Manager Dale L. Martin, and City Clerk Penny Overstreet.

1. **Call the meeting to order.** Chair Cooley called the meeting to order at 5:30 p.m.

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders.** Mayor King led the pledge to the flag.

3. **Proclamations and Awards.** None.

4. **Deletions and changes to the agenda.** None.

5. **Public comments regarding items not on the agenda**. Kevin Marzak spoke about Sea Turtles specifically Leatherback Turtle nesting in the United States and that the first documentation of Leatherback Turtles nesting in the United States occurred here in Flagler Beach in 1947. He urged the Officials to adopt the Leatherback Sea Turtle as the City's Mascot and issue a proclamation noting the anniversary of the discovery next year. Darryl Reynolds requested the City draft a press release regarding the adoption of increased fines for littering. Mr. Reynolds thanked Commissioner Sherman for his assistance with the trash pick-up after the Fourth Celebration. Mr. Reynolds asked the City to place additional trash receptacles at the walkovers during large weekend events. Mr. Reynolds requested approval to install four (4) additional bucket stations at the following walkover locations S. 28th, S. 20th, S. 17th and N. 16th Streets. Flagler County Commissioner Kim Carney announced she is holding a Town Hall at the Wickline Community Center on Tuesday, July 14, 2026, 6:00 to 8:00 p.m. She suggested the Flagler Beach Commission schedule a Jt. Workshop with the County to discuss the beach nourishment. Mr. Martin advised he will work with Mr. Marzak and provide an update at an upcoming meeting. Mr. Martin indicated the City can send out a PSA on the new fine schedule for littering. Mr. Martin reported staff has held its first debrief meeting on the Fourth event, this was a topic of discussion to add additional cans at the walkovers and even possibly on heavy day an additional pick-up. Consensus to allow Mr. Reynolds to add the additional 4 bucket stations. Chair Cooley asked Mr. Reynolds do you remove the stations during storms. Mr. Reynolds responded we remove the buckets; the stations are secured. Chair Cooley requested Mr. Martin contact the County to get additional information about Commissioner Carney's Town Hall. Commissioner Santore urged for a Joint Workshop. The Clerk and City Manager reported the Jt. Meeting scheduled for July was canceled. The Commission reached a consensus for the City Manager to try to schedule a Jt. Meeting between the City and County.

6. **Consent Agenda**

   a. Approve the regular meeting minutes of June 25, 2026. Motion by Commissioner Sherman to approve the consent agenda. Commissioner Spradley seconded the motion. The motion carried unanimously.

7. **General Business**

   a. Appointment of Finance Committee Member. Andrea Schweizer reviewed her interest in serving on the Committee. Boyd Venable reviewed his interest in continuing to serve on the Committee. The Officials completed their scoring cards and turned them into the Clerk for tabulation. Chair Cooley announced Mr. Venable will be serving another term on the Committee.

b. Resolution 2026-52. A Resolution by the City Commission of the City of Flagler Beach to engage United Data Technologies for Managed Information Technology Services in the amount of $179,745.57 initially; providing for conflict and an effective date. Attorney Shepard read the title of the Resolution into the record. Daniel Impson, IT Coordinator, reviewed the request. Commissioner Santore inquired what the cost for the additional staff member would be. Mr. Impson replied the discussion has been for an annual salary of $70 to $80k. Motion by Commissioner Spradley to approve Resolution 2026-52. Commissioner Sheman seconded the motion. Chair Cooley opened public comment. Tony Roy provided the opinion that the price is a great deal. Kim Carney provided opinion that the City's biggest threat is cyber security. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

c. Resolution 2026-45. A Resolution by the City Commission of the City of Flagler Beach awarding the construction contract for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion to 4C's Trucking & Excavation, Inc., in the amount of $1,421,903.90, representing the Base Bid and Additive Alternate; providing for conflict and an effective date. Attorney Shepard read the title of the Resolution into the record. Commissioner Cunningham requested to view the plans for the ditches etc. Bill Freeman, City Engineer responded that the drawings are in the packet. Clerk Overstreet indicated the drawings are in the board packet portal; the infrastructure drawings are exempt from public record. Motion by Commissioner Spradley to approve Resolution 2026-45. Commissioner Cunningham seconded the motion. Chair Cooley opened public comment. Chealsea Herbert, President, 4C's Trucking, introduced herself and indicated she looks forward with working with the City. Paul Mykytka commented. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

d. Resolution 2026-46. A Resolution by the City Commission of the City of Flagler Beach authorizing a Task Order with Mead & Hunt, Inc. for Construction Engineering and Inspection (CEI) services for the Additional Water Main River Crossing – Upland/Lambert Avenue Portion, in an amount not to exceed $95,724; providing for conflict and an effective date. Attorney Shepard read the title of the Resolution into the record. Mr. Martin reviewed the request. Commissioner Cunningham inquired who would be submitting and monitoring the environmental reporting and permits. David King, P.E., Mead & Hunt, responded to Commissioner Cunningham acknowledging they will be verifying the contractor is completing the weekly reports and all required inspections and notices. Chair Cooley opened public comment. No comments were offered. Chair Cooley closed public comment. Motion by Commissioner Spradley to approve Resolution 2026-46. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

e. Resolution 2026-47. A Resolution by the City Commission of the City of Flagler Beach authorizing change-order work with U.S. Water Services Corporation for fire hydrant repairs at 300 Lambert Avenue and the corner of Sunset Cove and South-Central Avenue, in an amount not to exceed $10,217.89; providing for conflict and an effective date. Attorney Shepard read the title of the Resolution into the record. Mr. Martin reviewed the request. Commissioner Cunningham asked if there is a maintenance schedule for all the hydrant valves in the City. Mr. Freeman responded it is under development; we have identified all the valves on Diamond Maps. Mr. Martin said the Fire Department will be exercising the above ground valves, and Public Works will be servicing the underground valves. Motion by Commissioner Spradley to approve Resolution 2026-47. Commissioner Sherman seconded the motion. Chair Cooley opened public comments. None offered. Chair Cooley closed public comments. The motion carried unanimously, after a roll call vote.

f. Resolution 2026-53. A Resolution by the City Commission of the City of Flagler Beach, Florida, entering into a contract with MGT Impact Solutions, LLC, for the re-write of the personnel policy; providing for conflict and an effective date. Attorney Shepard read the title of the Resolution into the record. Mr. Martin reviewed the request indicating the re-writing of the personnel policy was the direction from the Commission. Mr. Martin continued advising that the proposals were solicited and we are presenting the staff's recommendation to proceed with engagement with MGT. Commissioner Cunningham asked about the amounts proposed by the other vendors. Liz Mathis, HR Director, reviewed the cost proposed from the

other submitters. Motion by Commissioner Sherman to approve Resolution 2026-53. Commissioner Cunningham seconded the motion. Chair Cooley opened public comment. No comments were offered. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

g. Consideration of Conduit License Agreement between the City of Flagler Beach and Metro FiberNet, LLC. Mr. Martin reviewed the request advising; Representatives from MetroNet approached the City to lease one of the two remaining conduits to provide alternative fiberoptic telecommunication services to beachside residents and businesses. City staff consulted with Mr. Michael Tammaro to assist with determining an appropriate lease fee. Mr. Tammaro previously assisted the City in recommending the cable landing fee for DC Blox. Mr. Tammaro referenced the fee (per linear foot) charged by the Florida East Coast Railroad for boring under railroad tracks. FEC charges $8.00 per foot for such boring and the proposed agreement charges the same. MetroNet will utilize 600 feet of the conduit (the distance between the two access points to the conduit). The proposed agreement provides for an initial fee of $5,000 with a 5% annual escalator clause. MetroNet officials have further indicated that MetroNet will provide the connection to the planned City camera system at no charge, which will provide secure connections (the original camera proposal was wireless based) and should result in considerable savings (the monthly service fee for those connections has yet to be determined). Mr. Martin reported the City Attorney prepared the proposed agreement with MetroNet. Commissioner Santore indicated he is pleased to see competition for Internet Service Provider. Motion by Commissioner Spradley to approve the conduit license agreement between the City of Flagler Beach and Metro FiberNet, LLC. Commissioner Santore seconded the motion. Chair Cooley opened public comments. Paul Mykytka feels the installation by the company is lacking and their work in the right of ways is well known on that subject. Mr. Masengale stated they restore as they go, soft scape within 24 hours, hardscape we may have to come back. They will use ground penetrating radar to mark infrastructure, and the City will get the as-built plans when they are done. Chair Cooley asked Mr. Martin if there were layers of security to prevent issues. City Attorney, Cliff Shepard spoke about Florida being a One Call state. A call is made by the contractor to Sunshine 811, the City receives the requests and marks the infrastructure, the contractor is then required to stay twenty-four inches away from the marked infrastructure. Discussion turned to additional indemnification language. Attorney Shepard indicated the contractor may not and does not have to agree. Commissioner Santore inquired if the service would be available to all residents, or in certain areas. Mr. Massengale indicated the design has not been completed yet. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

h. Resolution 2026-55. A Resolution by the City Commission of the City of Flagler Beach authorizing City staff to pursue Florida Department of Environmental Protection (DEP) grant funding for reclaimed water system improvements totaling $43,166,645, to be implemented in six phases with a fifty-fifty (50/50) cost share; providing for conflict and an effective date. Attorney Shepard read the title of the Resolution into the record. Mr. Martin reviewed. Commissioner Cunningham asked if we are looking for other grants to combat stormwater and flooding. Mr. Martin responded yes we are always on the lookout for grants that would benefit the City. Mr. Martin advised a large percentage of our residents are in a flood zone, no stormwater improvement will deter flooding in the event of a hurricane accompanied by large amounts of rainfall accompanied by high tides. Motion by Commissioner Spradley to approve Resolution 2026-55. Commissioner Cunningham seconded the motion. Chair Cooley opened public comment. Kevin Marzak, long-time resident spoke of his recollection of flooding and indicated he has only flooded during hurricanes. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

8. Public Hearings

a. Special Exception Application PSPE26-0002: 213 S. 2nd Street, Unit # 9; Parcel ID: 12-12-31-4500-00330-0040; Applicant: Shoreside Tattoo, LLC (Hallie Brooks); Request for a special exception to operate a tattoo

studio in the General Commercial (GC) Zoning District. Lupita McClenning, Planner reviewed the request and the required findings required for approval. Intent is to operate a Tattoo studio via a special exception in the General Commercial zoning.

1. That the use is a permitted special use as set forth in Schedule One.
   Finding: The use is identified as a permitted special use in the City of Flagler Beach Land Development Code, Schedule One Item #10 Tattoo establishment.
2. That the use is so designed, located, and proposed to be operated that the public health, safety, welfare, and convenience will be protected.
   Finding: The use is regulated by the State and does not compromise the protection of public health, safety, welfare nor convenience for the City of Flagler Beach.
3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is located.
   Finding: The use does not cause injury to the value of other property in the neighborhood.
4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.
   Finding: The use is compatible with adjoining development as surrounding properties are within General Commercial and Downtown Mixed-Use Districts.
5. That adequate landscaping and screening is provided as required herein or otherwise required.
   Finding: The proposed establishment is to be located within an existing building built in 2006. Source: Flagler County property appraiser website.
6. That adequate off-street parking and loading is provided, and ingress and egress is designed to cause minimum interference with traffic on abutting streets.
   Finding: The property is within the Central Business District (CBD) boundary where no additional parking requirements are required for existing buildings.
7. That the use conforms with all applicable regulations governing the district where located.
   Finding: The use conforms with applicable regulations governing the district as it relates to minimum density, setbacks, building height, max impervious surface, and parking.

Mrs. McClenning reported on June 2, 2026, the Planning and Architectural Review Board voted unanimously to recommend approval of Application PSPE 26-0002. Staff recommends the City Commission approve the special exception for a tattoo studio in the General Commercial zoning district in accordance with Section 2.06.01 (1 through 7) as the use is compliant with the City's Comprehensive Plan and meets the applicable regulations governing the General Commercial district.

The applicant reviewed her request. Commissioner Santore inquired about outdoor activity. Motion by Commissioner Spradley to approve a Special Exception application PSPE26-0002. Commissioner Cunningham seconded the motion. Chair Cooley opened public comment. Charlie Marrow commented. Chair Cooley closed public comment. The motion carried unanimously after a roll call vote.

b. Ordinance 2026-14. An Ordinance of the City of Flagler Beach, Florida, submitting to the electors of Flagler Beach a proposed amendment to the Charter of the City of Flagler Beach; providing ballot title, summary and text for the proposed amendment; providing directions to the City Clerk; providing for severability; providing for an effective date for approved amendments; providing for an effective date for the Ordinance (First Reading). Attorney Shepard read the title of the Ordinance into the record. Clerk Overstreet reported the City Attorney drafted the ordinance. She indicated she had spoken to the Supervisor of Elections and has placed the request for the legal advertisement to run on Monday, July 13, 2026, complying with the required advertisement to hold second reading on July 23rd and have the adopted Ordinance ready to send to the Supervisor of Elections by the August 7th deadline for placement on the November 03, 2026, General Election ballot. Motion by Commissioner Spradley to approve Ordinance 2026-14. Commissioner Sherman seconded

the motion. Chair Cooley opened public comment. No comments were offered. Chair Cooley closed public comment. The motion carried unanimously, after a roll call vote.

9. Staff Reports

a. City Attorney. None.

b. City Manager. Mr. Martin thanked staff for their assistance with the Fourth of July activities. He reported staff have already begun the post event meeting reviews for improvements for future events and thanked the Parks Committee for their volunteer efforts to assist with the event and the Flagler Beach Rotary Club for organizing the parade. Mr. Martin reported the funding request supported by Congressman Fine was cut out of the budget by a committee in Congress. That request was for $6 million for the reverse osmosis and the berm project. The good news is the request for State funding for $1.5 million for the design of the reverse Osmosis survived Governor DeSantis's veto's and was signed. Mr. Martin thanked Senator Leek and Representative Greko for their support of the funding request. Mr. Martin congratulated Finance Director Hollie Harlan on the birth of her baby girl. Mr. Martin reported there are still tickets available for the July 17th Tortugas baseball game, and the Mayor will be throwing out the first pitch. The Parking Management evaluation team is slated to review and discuss the submission and make a recommendation. The evaluation team members are Paul Mykytka, Tim Davis, Dennis Bayer, and Deputy Chief Schoenbrod. Mr. Martin stated this team is only ranking the submissions. Staff will bring that recommendation to you in September. After that you will probably take 4 to six months to deliberate where, when, etc. plenty of time and off ramps before implementation. Jt. Cities Meeting will attempt to schedule between City and county. Survey efforts for the Dune support project to reconfigure the promenade and A-Frame. And finally, you will receive your draft budget next Thursday, on the 15th. Mr. Martin introduced Nick Quartier Ormond Beach Deputy Chief, he is serving as our Interim Fire Chief while in the process of finding a new one.

Planner: New GIS Tech started this week.

10. Commission Comments

a. Commission comments, including reports from meetings attended.
Commissioner Cunningham reported the walkover at the South City limit has a two (2) foot drop. City Clerk Overstreet responded we don't add sand, we can close if unsafe, if the stringers are there they can add tread(s). No placing of pilings or digging is permitted during Turtle Nesting Season. Commissioner Cunningham inquired why the S. 25th Street lift station was down. Mr. Martin responded it was an electrical failure. That portion was not replaced. Commissioner Cunningham reported he has a new Grandson. He inquired if the second portion of the Personnel Board meeting for Steve Cox has been scheduled. Mr. Martin stated they have a tentative date, it is not fully confirmed yet, and he would advise the Officials when it is determined.

Commissioner Sherman suggested staff and the officials increase their volunteer efforts regarding beach clean-up and clean-up in the downtown area. Commissioner Sherman believes the Intracoastal needs to be dredged and feels it may solve some of our estuary concerns.

Commissioner Spradley thanked staff for the Clean-up efforts for the Fourth of July Event. Commissioner Spradley reported he attended the Whistleblower Suit. The City requested a hearing with a motion to dismiss. Commissioner Spradley provided opinion that the City is very capably represented by our employment lawyer. The Judge dismissed the complaint and provided the petitioner the opportunity to file an amended complaint.

Mayor King echoed the compliments to Facilities for the clean-up of Veterans Park. Reported her attendance at the Legislative Update hosted by the Palm Coast Chamber. Reported Senator Leek and Representative Grecko were in attendance.

Chair Cooley echoed the compliments and included the Lifeguards for assisting in the clean-up. Thanked Former Mayor Johnston and Carla Cline for handing out the trash bags to the beach goers during the event.

b. Public comments regarding items not on the agenda. None

11. Adjournment. Commissioner Spradley put forth a motion to adjourn the meeting at 7:38 p.m.

_____
Eric D. Cooley, Chairman

Attest:

_____
Penny Overstreet, City Clerk

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 23, 2026
Item Name:	Approve an Interlocal Agreement between Flagler County and the City of Flagler Beach for the shared expense of Computer-aided dispatch (CAD) software maintenance and support costs as detailed in the ILA.

Background:

Flagler County is amending the Computer Aided Dispatch (CAD) cost sharing methodology. For many years, CAD fees have been allocated based on each agency's percentage of personnel using the system. While this method has served Flagler County agencies, it does not fully reflect how public safety resources are actually utilized. To improve fairness, transparency, and accuracy, Flagler County will transition to a "call for service–based model," using data drawn directly from our E911 call logs. This approach aligns costs with real operational demand and ensures municipalities contribute proportionately to the services they utilize.

To help ensure a smooth transition for everyone involved, Flagler County has decided to phase in this change: Flagler County will absorb 60% of the allocated costs during the first year (FY27). This gives other agencies additional time to adjust budget plans and prepare for the full allocation, which will begin in FY28. See the FY27 fees below.

Location	Percent	FY27 Actuals	Yr 1	FY 27 Fee
Unincorp	**25%**	**$ 112,173.85**	add 60% Cities Yr 1	$ 318,603.59
COB	**16%**	**$ 74,639.26**	Yr 1 40 %	$ 29,855.70
COFB	**11%**	**$ 51,197.52**	Yr 1 40 %	$ 20,479.01
COPC	**48%**	**$ 218,212.77**	Yr 1 40 %	$ 87,285.11
	100%	**$ 456,223.41**		**$ 456,223.41**

The County believes this phased approach will help minimize any immediate financial impact, making the transition more manageable for each municipality.

Fiscal Impact:

The fees have been fully reflected in the Police and Fire Department 26/27 budgets.
Police – 001.5214.303400 (Contractual Service)

Fire – 001.5221.303400 (Contractual Service)

Staff Recommendation:
Staff recommends approval of the Interlocal Agreement.

Attachments:
1. CAD ILA Flagler Beach

INTERLOCAL AGREEMENT BETWEEN
FLAGLER COUNTY AND THE CITY OF FLAGLER BEACH
RELATED TO CAD SOFTWARE MAINTENANCE AND COST ALLOCATION

This Agreement is entered into between Flagler County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Flagler Beach, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as the "City," and collectively known as the "Parties."

Witnesseth:

WHEREAS, the Parties are authorized by Chapters 125, 163, and 166, Florida Statutes, and other applicable law to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services; and

WHEREAS, the Parties, together with other local public safety agencies within Flagler County, have participated in a unified, single-source computer-aided dispatch ("CAD") software maintenance and support agreement with Tyler Technologies, Inc. ("Tyler"), originally implemented under an Interlocal Agreement entered into in October 2020 (the "2020 Interlocal"), which reduced duplication of effort among public safety agencies countywide; and

WHEREAS, the County has historically allocated CAD software maintenance and support costs among participating agencies based on each agency's percentage of personnel using the system; and

WHEREAS, the County and the City recognize that allocating CAD costs based on actual call-for-service volume, using data drawn from the County's E911 call logs, more accurately and equitably reflects each agency's utilization of the CAD system than the prior personnel-based methodology; and

WHEREAS, the County and the City wish to transition to this call-for-service-based cost allocation methodology beginning in Fiscal Year 2027 ("FY27"), and to phase in the City's full cost share over a two-year period as set forth below; and

WHEREAS, the County and the City recognize a mutual benefit and cost savings in continuing to use a unified, single-source maintenance agreement for the CAD system and wish to set forth the terms governing the City's participation and cost share.

NOW, THEREFORE, in consideration of the premises herein, the Parties hereby agree as follows:

Section 1. CAD Support Agreement. The County maintains the existing CAD software maintenance and support agreement with Tyler Technologies, Inc. (the "Support Agreement"), under which the County serves as the primary contracting party and administers services on behalf of participating public safety agencies, including the City. Effective October 1, 2026, the Parties shall allocate the City's share of CAD software maintenance and support costs under the Support Agreement in accordance with the call-for-service-based methodology and phase-in schedule set forth in Section 2 of this Agreement.

Section 2. Cost Allocation Methodology and Fees.

(a) Beginning with FY27, CAD software maintenance and support costs are allocated among the County (on behalf of unincorporated Flagler County) and the participating

municipalities based on each jurisdiction's percentage of total CAD calls for service, as reflected in the County's 2025 CAD call-count analysis. Based on that analysis, the City of Flagler Beach's allocated share of total countywide CAD costs is 11%, calculated against total estimated FY27 CAD software maintenance and support costs of $456,223.41. The City's full proportional share for FY27, prior to any phase-in adjustment described in subsection (b), is $51,197.52.

(b) In recognition of the transition from the prior personnel-based methodology, the County will absorb sixty percent (60%) of the City's allocated FY27 cost share described in subsection (a), with the City responsible for the remaining forty percent (40%). Accordingly, the City's invoiced fee for FY27 (Year 1 of the phase-in) shall be $20,479.01. Beginning in FY28, and for each fiscal year thereafter, the City shall be responsible for one hundred percent (100%) of its allocated proportional share of total CAD software maintenance and support costs, as recalculated annually based on then-current call-for-service data and the County's annual Tyler invoice.

(c) The County will pay the Tyler annual invoice on behalf of the participating local public safety agencies, including the City, under the Support Agreement. Such payment shall constitute an advance by the County on behalf of the City for the City's allocated share. The County will send an invoice to the City for the City's portion of Support Agreement costs for the applicable fiscal year to reimburse the County for its advance. The City will pay the County the invoiced amount within forty-five (45) days of the invoice date. All payments are subject to the terms and conditions of the Support Agreement invoicing.

(d) The fees set forth in this Section do not account for any modules the City may wish to purchase independently, or for modules the Parties may wish to purchase jointly. If the City purchases add-on modules independently, the City's fees will increase accordingly and will be invoiced to the City at the time the County is invoiced. If the Parties purchase add-on modules jointly, the City's fees will increase proportionally, as agreed to by the Parties at the time of purchasing the add-on modules.

(e) The consolidated structure of the Support Agreement, together with the cooperative nature of this Agreement, make prompt payment of fees essential. Failure of the City to pay the invoiced amount within forty-five (45) days will constitute a material breach of this Agreement and may result in the termination of further services to the City under the Support Agreement.

(f) Beginning with FY28 and annually thereafter, the County will provide the City with updated call-for-service data by April 1st for the prior calendar year along with a recalculated fee allocation, to support the City's budget planning process.

Summary of FY27 Allocation and Phase-In Fee:

Fiscal Year	City Cost Share %	Full Proportional Fee	City Invoiced Fee
FY27 (Year 1)	11%	$51,197.52	**$20,479.01 (40%)**
FY28 and beyond	Recalculated annually*	Recalculated annually*	**100% of allocated share***

**Percentages and fee amounts for FY28 and subsequent fiscal years will be recalculated annually based on updated call-for-service data and the County's then-current Tyler invoice, consistent with Section 2(f) above.*

Section 3. Sovereign Immunity. The County and the City expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed a waiver of immunity or a waiver of the limits of liability. Liability of the County or the City for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County or the City which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Section 4. Administration and Notices.

(a) The County will administer the Support Agreement and serve as the primary point of contact with Tyler. The City will address any issues relating to the Support Agreement in writing to the County's Chief Information Officer.

(b) Whenever either Party desires or is required to give notice to the other, notice may be sent by hand delivery or by Certified Mail (return receipt requested) to:

FLAGLER COUNTY Chief Information Officer 1769 East Moody Blvd., Bldg. 2 Bunnell, FL 32110	**CITY OF FLAGLER BEACH** City Manager 105 S. 2nd Street Flagler Beach, FL 32136

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

Section 5. Term. This Agreement shall be effective October 1, 2026, and shall remain in effect until terminated or extended by mutual written agreement of the Parties, with the same formalities as this Agreement.

Section 6. Entire Agreement. This Agreement reflects the full and complete understanding of the Parties and may be modified or amended only by a document in writing executed by both Parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, FLAGLER COUNTY has caused this Agreement to be executed by the Chair of its governing body this ____ day of _____, 2026.

ATTEST:

_____
CITY CLERK

CITY OF FLAGLER BEACH:

_____
PATTY KING, CITY MAYOR

Approved as to form:

_____
D. ANDREW SMITH, III, CITY ATTORNEY

IN WITNESS WHEREOF, the City of Bunnell has hereunto set its hand and seal this ____ day of _____, 2026.

ATTEST:

_____
TOM BEXLEY, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA

_____
LEANNE PENNINGTON, CHAIRMAN

Approved as to form:

_____
MICHAEL RODRIGUEZ, COUNTY
ATTORNEY

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 23, 2026
Item Name:	Budget Presentation

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:
None

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 23, 2026
Item Name:	Resolution 2026-61. A Resolution by the City of Flagler Beach, Florida, adopting a Tentative Millage Rate for the Fiscal Year 2026/27 Budget, providing for conflict and providing for an effective date.

Background:

In accordance with the City of Flagler Beach City Charter, Article V, the City Manager's proposed annual budget for Fiscal Year 2025/2026 was provided to City Commissioners on July 15, 2026. The City Manager will present an overview of the proposed budget. Budget workshops to examine the budget in detail are scheduled (as necessary) from 5:30 PM to 8:30 PM, Aug 5, 6, and 10.

Additionally, the City Commission is required to set the tentative millage rate for the 2026/2027 fiscal year. The required public hearings for the budget are scheduled at 5:30 PM, September 10, 2026, and 5:30 PM, September 24, 2026. The new fiscal year begins October 1, 2026.

Fiscal Impact:

Anticipated revenues and associated expenditures for FY 2026/2027 total $72,285,758.

Staff Recommendation:

Staff recommends the Commission approve Resolution 2026-61, setting the tentative millage rate at 5.4500 mills for the Fiscal Year 2026/27 Budget and setting the Budget Hearing dates.

Attachments:

1. 2026-61 Tentative Millage

RESOLUTION 2026-61

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR 2026/27 BUDGET, PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually to be in compliance with the Truth in Millage (TRIM) requirements, cities must return Form DR420 to the County Property Appraiser(s); and,

WHEREAS, the Form DR420 advises the Appraisers of the tentative millage rate allowing appraisers to prepare the Notice of Proposed Property Taxes, also known as the TRIM Notice; and,

WHEREAS, Staff has prepared a budget based upon the anticipated revenues and expenditures, and recommends the Tentative Millage Rate set at 5.4500 mills and has determined the appropriate budget hearing dates to be September 10 and 24, 2026.

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

SECTION 1. The City Commission set the Tentative Millage Rate for the Fiscal Year 2026/27 budget as 5.4500 mills.

SECTION 2. The City Commission set the Budget Hearing dates as September 10, 2026, at 5:30 and September 24, 2026 at 5:30 p.m.

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

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

Upon motion duly made and carried, the foregoing Resolution was accepted by City Commission of the City of Flagler Beach this 23rd day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Colleen Kuhn, Deputy City Clerk
Meeting Date:	July 23, 2026
Item Name:	Consider a request for a temporary waiver of the Code, specifically Section 4-129 (b) (4) of the Code of Ordinance to permit the consumption of alcoholic beverages during a Special Event in Wickline Park for a family gathering on August 16, 2026. Applicant Roxie Cisyk.

Background:

The applicant has submitted a Special Event application to reserve a pavilion at Wickline Park for a family gathering on August 16, 2026. Ms. Cisyk would like the City Commission's approval to serve/consume alcohol to her of-age family members at the event. No alcohol will be sold.

Commission approval is required for the consumption of alcohol in a public park. Staff will administratively process the remainder of the event application, and ensure all regulations are complied with.

Sec. 4-127. - Temporary waivers from certain code provisions.
(a) The city commission may grant temporary waivers from the provisions of this Code as provided herein. Such waivers shall apply for the duration of the special event unless the city commission includes a shorter duration for the temporary waiver as a condition of approval of the waiver. In no event shall a waiver granted herein apply beyond the duration of the special event. The city commission shall not grant a temporary waiver to any provision of this Code not specifically contained herein.(b)The provisions of this Code for which waivers may be granted and the criteria for granting such waivers are:
(4) A temporary waiver from the prohibition on consumption and dispensing alcoholic beverages in public parks and recreation areas and upon the municipal pier provided in Sections 6-73 and 6-27 shall be granted upon a showing by competent substantial evidence that:

a. All necessary licenses for any sale or distribution of alcoholic beverages have been or will be obtained;
b. The applicant will take appropriate measures to ensure compliance with Section 4-110 herein; and
c. The consumption of alcoholic beverages comply with all other federal, state and local laws and regulations.

Fiscal Impact:
N/A

Staff Recommendation:
The application has been routed through staff for comments. Chief Blanchette: On-duty staff will respond to any emergency condition, no need for a special duty officer. Interim Chief Quartier: On-duty crew is aware of the event and will respond in an emergency.
Deputy Clerk Kuhn: Will maintain communications with the applicant and staff to ensure the requirements of the permit are maintained, and the applicant's requests are met. Reserved signs will be posted to the pavilion two (2) days prior to the reservation.

Attachments:
1. Agenda Item Application to have alcohol at 081626 gathering by Roxie Cisyk
2. 081626 Roxie Cisyk SEA to Reserve Pavilion

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: Roxie Cosyk

BUSINESS NAME: _____
(If Applicable)

STREET ADDRESS: _____
(If within City of Flagler Beach)

MAILING ADDRESS: _____
(Please provide City & Zip Code)

PHONE NUMBER: 904-800-9044

EMAIL ADDRESS: Ukie.anka@gmail.com

SUBJECT MATTER TO BE DISCUSSED WITH THE COMMISSION:
(This is the wording you would like on the agenda)

Having a family gathering at Wickline
Asking if we can have some alcohol.
Thank You!

BACKGROUND INFORMATION REGARDING THE SUBJECT:

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

Approval alcohol for family gathering

ATTACHMENTS:

Please note the City Commission's Rules of Procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the Commission Meetings.

The maximum time allowed for each request is 10 minutes.

R Cosyn

SIGNATURE OF APPLICANT

6/30/26

DATE

City of Flagler Beach
SPECIAL EVENTS APPLICATION

105 South 2nd Street,
Post Office Box 70
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2008

INSTRUCTIONS:
Please print or type all information. The application must be filled out accurately and completely. Answer all questions. Do not leave an item blank. If an item does not apply, write N/A (not applicable). Incomplete applications will not be considered. All statements made on the application are subject to verification.
If you have a 5013 C exemption certificate please attach a copy to this application for the application fee waiver.

OFFICE USE ONLY
DATE REC'D _____
FEE REC'D $_____
INITIALS: _____
APPROVED ❑
DISAPPROVED ❑
REASONS:
_____
_____
_____
PX _____
BY:
CITY SPONSOR: ❑ YES ❑ NO

Please type or print legibly
Required Information
(A SITE PLAN MUST BE INCLUDED)

Name of Event
Producer\Promoter: Private Party (Roxie)
Type of Organization: _____non-profit _____profit _____charitable _____government

Will the City be asked to sponsor or co-sponsor? _____Yes __V__No

Contact Person: Roxie Cisyk
Address: 240 Bay Berry Village Rd. **City:** Bunnell
State: FL **Zip:** 32110 **Email:** ukie.anka@gmail.com
Work Phone: 904-800-9044 **Home Phone:**_____

Billing Information
Is the party responsible for billing same as above? _____Yes _____No
If No, please provide the proper information below:

Attention:_____
Fax: _____ **Mobile Phone:** _____
Address:_____
E-Mail Address: _____
City_____**State**_____**Zip**_____

Work Phone:_____**Fax:**_____

EVENT INFORMATION

Event Name: Private Party

Date(s) Requested: 8/16/2026

Location: Wickline Park Pavilion Closest to Courts

Brief Description of Event: _____

Site Plan Required: Attached? ___Yes ___ No
If No, explain here: pavilion

Will admission fee be charged for event? _____Yes ✓ No

Event Time: Date_____ Start 3pm End 7pm

Date_____ Start_____ End_____

Date_____ Start_____ End_____

Set Up: Date_____ Start noon End_____

Break Down: Date_____ Start 7 End 8pm

Rain Date: Date_____ Start_____ End_____

Total Number of Expected attendees\participants: 20-35

Age Breakdown: 2 1-10 ____11-18 6 19-25 ____ 26-40 26 Over 40

Have you held this event previously? ___ No ___ Yes

If Yes, Previous Date(s): _____

Location: _____

Does this event differ from previous years? ____No ____Yes

If Yes, explain how: _____

SIGNS\BANNERS - IN ACCORDANCE WITH ORDINANCE 2025-19 APPLICANTS ARE RESPONSIBLE FOR SET UP AND TAKE DOWN OF SIGNAGE

Will you require signs and banners at your event? ✓ No _____ Yes
If Yes, list # and dimensions of each:

Proposed locations: Wickline Park

ENTERTAINMENT

Applicants Must Follow All City Ordinances

Will there be entertainment? ✓ No _____ Yes

If Yes, a complete detailed listing of names and times must be provided for all entertainment.

Will you be using a sound system? ✓ No _____ Yes
Contractor: _____ Type System: _____

Date: Start _____ am\pm End _____ am\pm
Date: Start _____ am\pm End _____ am\pm

Will there be games or rides? ✓ No _____ Yes

If Yes, list all: _____

_____
(Including but not limited to: carnival ride, bounce house or other inflatable, rock wall, etc.)

SPECIAL EFFECTS

Will there be special effects used? ✓ No _____ Yes
If Yes, complete the rest of this section:

Type of Effects: Fireworks ____ Laser light show _____ Other _____

**Note: Flagler Beach Fire Department will issue a permit contingent upon separate insurance being provided for fireworks*

Time(s) of Special Effects
Date: _____ Start _____ am\pm End _____ am\pm
Date: _____ Start _____ am\pm End _____ am\pm

Location: _____

Effects Producer\Company: _____

Address: _____

Phone: _____ Fax: _____

PARADES

Parade permits for SR A1A or SR 100 are provided by FDOT. The City will apply for the permit but can not guarantee approval. A map of the route designating requested street closures must be attached.

Estimated number of parade units in each category:

_____ Bands _____ Floats _____ Cars _____ Marching units _____ Miscellaneous

Parade time	Date:_____	Start _____am\pm	End _____am\pm
Set-up time	Date:_____	Start _____am\pm	End _____am\pm
Break down	Date:_____	Start _____am\pm	End _____am\pm
Rain date	Date:_____	Start _____am\pm	End _____am\pm

TRAFFIC

Will normal traffic patterns be altered by the event? ___✓___No

If Yes, explain: _____

_____

Will public parking, streets, sidewalks, etc. be restricted or obstructed?

___✓___No ____Yes (If yes, designate on site sketch)

Does your plan include on-site parking? ____No ___✓___Yes (If yes, designate on site sketch)

Does your plan include off-site parking? ___✓___No ____Yes (If yes, designate on site sketch)

Will shuttles be used to transport? ___✓___No ____Yes

FACILITY REQUIREMENTS

Location of these structures are required to be on Site Plan.

Will you utilize temporary structures at event? ___✓___No ____Yes

If yes, indicate # of each: ___ Stages ___ Tents ___ Scaffolding ___ Booths ___ Fences

_____ Concession Stands ___ Miscellaneous

Note: Tents exceeding 150 sq. ft. and any structures associated with the event and erected on site require special building permits and inspections. Stages that are 30" off the grade require railings.

How many tents exceeding 150 sq. ft. will be used? _____ List tent location and size:_____

_____

Will you need electric? ____ No ____Yes it will be good if available

If yes, type of equipment: _____ # of Amps needed: _____

Will you employ an electrician? ___✓___ No ____Yes

If yes, provide name & phone number: _____

PROPOSED RETAIL SALES

*** Note: All vendors are required to complete an Itinerant Merchants License application**

Estimated total number of vendors: _____ Estimated # of each type of vending: ____ Crafts
____ Clothing ____ Food/Beverage ____ Jewelry ____ Misc (Describe in detail below.)

_____

_____

Prepared Food and Alcoholic Beverages\Liquor Liability

Will food\beverage be prepared\sold at this event? ✓ No _____Yes (If yes, see below.)
Note: Fire extinguishers are required and will be inspected by the Flagler Beach Fire Department, Department of Business & Professional Regulation or Department of Agriculture licenses are required and copies must be provided to the City, additional liability insurance required as set by Special Events Ordinance.

Will alcoholic beverages be dispensed, provided or served? ✓ No ___Yes (If yes, see below.)
Note: Liquor Liability Coverage required.

Name of Organization licensed to serve alcohol at this event: _____

This organization is _____for profit _____not for profit

RESTROOM FACILITIES

Toilet Facilities available?* ____No ____ If Yes, how many: 2

Will you provide Port-o-lets?* ✓ No ____ If Yes, how many: _____ (Designate on site plan.)

**Note: ADA requires one handicapped restroom in each group of restrooms*

AMERICANS WITH DISABILITIES ACT

ADA requires with accessibility guidelines as adopted by the State of Florida are now in effect.

SANITATION

Please review the Special Events Ordinance, and the current fiscal year Fee and Fine Schedule.

POLICE SERVICES\CROWD CONTROL

Please review the Special Events Ordinance for Police\Security requirements.

LIABILITY INSURANCE WILL BE REQUIRED

See Special Events Ordinance for insurance\indemnity requirements

SIGNATURE(S)

I understand this is an application only and does not obligate the City in any fashion to reserve any facility location or approve an event. I also understand that if application is approved, non-compliance with event ordinances and agreements within these pages, could impact future event terms or approvals.

Signature of Applicant R. Cisyk Date 6/29/2026

Title of Applicant _____

Affiliation _____

CITY OFFICIALS

Review of City Services Required by Department Heads

Chief of Police:

Fire Chief:

Sanitation:

Parks & Recreation:

Public Works:

Engineering:

Building:

Planning:

APPLICANTS WHO REQUEST ROAD CLOSURES, CITY CO-SPONSORSHIP, USE OF THE CITY SEAL, AND/OR A WAIVER OF APPLICANT FEES MUST SUBMIT THEIR SPECIAL EVENT APPLICATION NO LESS THAN 60-DAYS IN ADVANCE AND REQUIRE CITY COMMISSION APPROVAL.

Sign off by City Commission Chair if required:

_____ Date _____

Staff Report

City Commission Regular Meeting

July 23, 2026

To: City Commission
From:
Meeting Date: July 23, 2026
Item Name: Seeking a requirement for the builder of 1011 N. Oceanshore Blvd. to retain stormwater on property, via construction of a drywell or other retention device/structure — Ana Domingo, 1012 N. Central Avenue.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

1. doc02925120260630103346

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: ANA DOMINGO

BUSINESS NAME:
(If Applicable)

STREET ADDRESS: 1012 N. CENTRAL AVE
(If within City of Flagler Beach)

MAILING ADDRESS:
(Please provide City & Zip Code)

PHONE NUMBER: 516-587-1146

EMAIL ADDRESS: ANADOMINGO0308@ICIOUD.com

SUBJECT MATTER TO BE DISCUSSED WITH THE COMMISSION:
(This is the wording you would like on the agenda)

NEW CONSTRUCTION @ 1011 N. OCEANSHORE BLVD
ACTION NOT BEING TAKEN APPROPRIATELY
BY CONTRACTOR / STORM WATER RUNOFF
AND RETENTION BUILDING DEPT ADVISED THEY

BACKGROUND INFORMATION REGARDING THE SUBJECT:

HAD LIMITED AUTHORITY TO ADDRESS MY
CONCERN.

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

Require the builder to install Drywall on New property to maintain their storm water, see picture # 4.

ATTACHMENTS: pictures, email from city engineer (recommend drywall)

Please note the City Commission's Rules of Procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the Commission Meetings.

The maximum time allowed for each request is 10 minutes.

SIGNATURE OF APPLICANT

6/30/26
DATE

As a resident of Flagler Beach 1012 N Central Ave, I have been negatively affected by the new construction on 1011 N Oceanshore Blvd. The rear retaining wall height has been a major concern since the beginning and we have requested permit/variance because of these concerns. The storm water run off is not being properly diverted and we are flooded after 10-15 minutes of heavy rain.

We have been in contact with the contractor, IntraCoastal Contracting and the Building Depreciation Department. The Bill Freeman of the building department has been most professional and responsive. Otherwise it seems that they have limited influence with the contractor, even saying after July 4th they have very little control.

We filed a complaint in hopes of having the wall get inspected for a code violation for drainage or something but were told to meet with department heads to determine if an inspection was necessary at all.

When the first flooding happened, the contractor's response was to put up fencing in an attempt to divert the water away from flowing down on the north side.

Bill Freeman, of the building department has sent a proposal to the Contractor who has rejected it as of las week.

We would like some assistance since as existing residents we should not have to be inconvenienced by those who do not abide by ordinance codes. We are supposed to be protected by drainage and grading regulations.

I have documented a good part of the events. I apologize for the large photos.

11/19/25 (photo) #1
No notice given that construction would be starting and large holes would be under the fence.

12/2/25
Spoke with Rick McFadden and Lupita about wall height and wall told it was being built per code requirements.

12/8/25 (photo) #2
Concrete hole, patched by us, contractor unaware of issue when we notified him. If we were not on our premises at the time this occurred, by the time the subcontractor back up came there would have been concrete pouring out of that hole that we had to block with that piece of wood.

12/12/25(email attached)
Requested documents (permits, variances for wall and dirt fill) via email

Back fill (photos) #3, 3a, 3b

3/14/26
We had to chisel off the rough concrete remnants, as it remained unfinished for weeks

5/12/26 (photo) #4
After 20 minute heavy rain major flooding occurred- along wall, half my backyard, 10 ft wide coverage of south side of house reaching North Central Ave, across my driveway.

Bill Freeman, engineer at the Building Dept was able to come and see the flooding and we were able to speak with him briefly.

Spoke to Brian at IntraCoastal the superintendent, who informed us that our property should be re-graded so it shouldn't flood.

5/19/26
Bill Freeman said we went to the site the day after the storm on 5/12 with the contractor and fences were set up to divert water.
Contractor, according to Bill, will set up Berk in drainage as possible solution.
Bill confirmed that wall was not constructed with proper drainage.
Storm water is running between houses on North side onto our backyard.

I have asked for a variance on the wall for height and drainage. I want to know how the ground level grading is permitted to be this level. And the coverage of the property is permitted to be above 65%?

We discussed a French drain which puts the water onto the south vacant lot which just moves the problem. We suggested drywell.

Bill informed us that the situation will be monitored.

I said this was not really an acceptable response since cleanup after these rains takes several days between waiting for the mud to dry and putting things back where they belong.

Hurricane season is upon us and we are looking at more flooding.

5/24
Memorial weekend
Working on Sunday- load banging 8:30-4:30

5/29
Filed complaint about 12 ft wall (copy attached)

Was told by Code enforcement that we needed to meet with Glen U and Bill F and if they felt that a code violation needed to be looked into then they would approve it.

6/2/26
Heavy rain - 5pm - 15 minutes
Flooding - sand

6/10/26 10am
Meeting with Glen U and Bill Freeman
Contractor to further out the retaining wall to A1A to divert the water.

6/17/26
Bill F and Justice (Storm water Mgmt)
Conducted elevation measurements- suggested temporarily digging trench to divert storm water to low lying area until issue is resolved.

6/21/26

Heavy rain - flooding 3:14-3:40pm

6/26/26 (email attached)

IntraCoastal has rejected the building department's proposal (drywell) for storm runoff/ drainage.

From: Ann Domingo ordonezdomingo@gmail.com
Subject: Re: External 1011 Ocean Shore Blvd Flagler Beach new construction
Date: Dec 19, 2025 at 10:55:04 AM
To: Bonnie Bramer BBramer@cityofflaglerbeach.com

Good morning Bonnie,

I am hoping you can help direct me where I can get the following documents regarding the above project that I called about:

- Site plan
- Height & Elevations
- Zoning & Architecural Approvals
- Drainage Plans
- All Variances
- Inspection schedules: Bldg, electrical, plumbing.

I appreciate you past assitance and await your response.

Thank you and best regards,

Ann Domingo

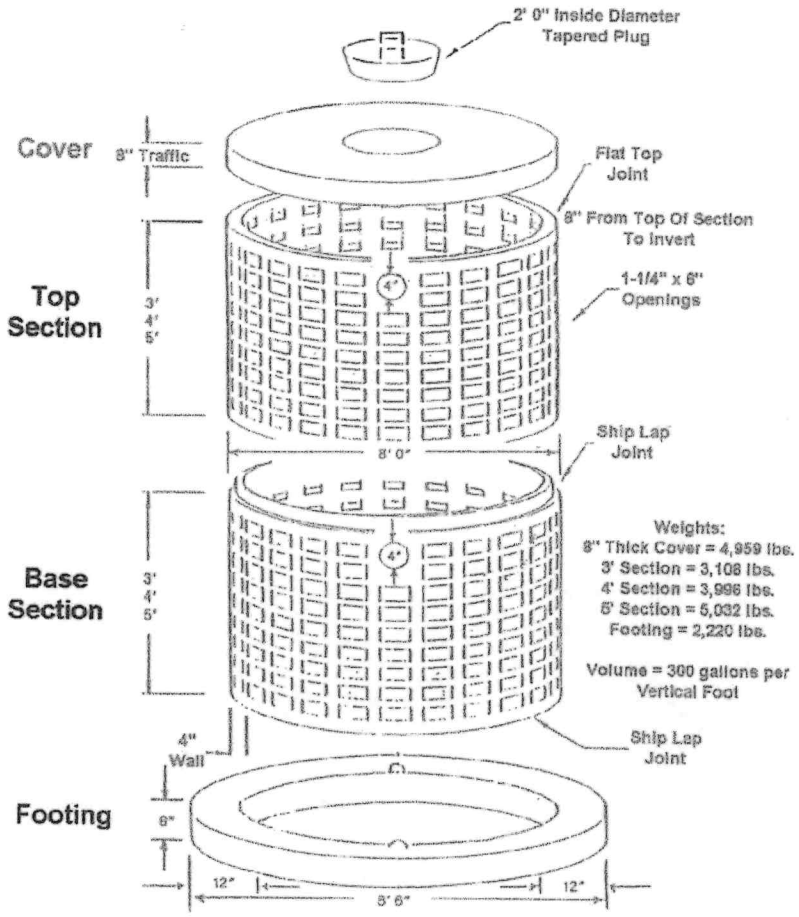
> On Dec 2, 2025, at 11:47 AM, Ann Domingo <ordonezdomingo@gmail.com> wrote:
>
> Anytime tomorrow or Thursday after 1pm and anytime Friday is great. Thank you for your assistance.
>
> Have a great day.
>
> Ann Domingo-Hoenig

From: Bill Freeman BFreeman@cityofflaglerbeach.com
Subject: RE: External - Re: 1011 North Oceanshore Blvd
Date: Jun 26, 2026 at 2:42:29 PM
To: Robert Hoenig rrhoenig2561@gmail.com
Cc: Justin Isaacs JIsaacs@cityofflaglerbeach.com

Robert,
I spoke with the builder about the attached option. He was against this plan and said he is working with his engineer to come up with their own plan. I'll keep you posted.

Bill Freeman, P.E.
City Engineer
Office: (386) 517-2000 ext. 230
Cell: (386) 276-1007
Address: 800 South Daytona Street, Flagler Beach, FL 32136
www.cityofflaglerbeach.com
City of Flagler Beach Facebook
My Flagler Beach App

Florida has a very broad Public Records Law. Virtually all written communications to or from state and local officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your email address and any attachments and information we receive online might be disclosed to any person or media making a public records request. Email sent on City systems will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual exempt under 119.071, Florida Statutes, please indicate so in your email or other communication. If you have any questions about the Florida



8' 0" Diameter Drywell

Adirondack
Landscape Supply

#3

5/12/26
#4

City of Flagler Beach
Code Enforcement Alleged Complain Form

Alleged Violation Address*

1011 North Oceanshore Blvd

City	State	Zip
Flagler Beach	Fl	32136

Description of Alleged Violation*

12 foot retaining wall built without proper permit/variances or drainage. Flooding is already happening behind wall and safety is a concern for the structural integrity.

Person Filing Complaint (First and Last Name)*

Robert Hoenig

In accordance with Florida Statute 162.06(b), anonymous code enforcement complaints cannot be processed or acted on.

Address*

1012 North central Ave

City	State	Zip
Flagler Beach	Fl	32136

Email*	Phone number*
rrhoenig2561@gmail.com	516-637-2412

Date of Complaint

5/29/2026

Case Number

Complaint Received

- [ ] Office Visit
- [ ] Other
- [ ] Phone

If other, please explain

Action Taken

Date	Report

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 23, 2026
Item Name:	Clarification of Ordinances, Land Development, and Building Codes — Thomas Hagman, 914 S. Ocean Shore Blvd.

Background:

Thomas Hagman, homeowner at 914 S Ocean Shore Blvd, has been communicating with City staff regarding his questions and concerns about construction at 904 S Ocean Shore Blvd. Mr. Hagman would like clarification on ordinances, land development, and building codes and how to get a set of the basic rules so that all parties involved can draw the same conclusion. He is asking the Commission to respond to some major issues presented, answer presented questions, and define a path forward to eliminate chaos and confusion.

Fiscal Impact:

Staff Recommendation:

NA

Attachments:

1. CC Agenda Item Request from T Hagman
2. Council Agenda Introduction
3. Scenario Basic Document commercial use switcharoo
4. Expanded Analysis of the 904 South Ocean Shore Blvd Construction related to applicable codes and code enforcement efforts
5. Dale Martin 7-14email
6. Urquhart Correspondence 071426

Colleen Kuhn

From: noreply@civicplus.com
Sent: Monday, June 29, 2026 10:04 AM
To: Colleen Kuhn; Penny Overstreet
Subject: External - Online Form Submittal: Commission Agenda Item Application

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.

Commission Agenda Item Application

Individual's Name	Thomas V Hagman
Phone Number/Email	321 368 6252 thomas@hagman.com
Business Name	Homeowner
Street Address	914 S Ocean Shore Blvd
Mailing Address	*Field not completed.*
City	Flagler Beach
State	Florida
Zip	32136-3706
Subject matter to be discussed with the commission	Clarification of Ordinances, Land Development, and building codes. How do we get a set of the basic rules so that all parties involved can draw the same conclusion?
Background information regarding the subject	Past letter of regret from Dale Martin to Thomas Hagman But same Problems still Persist
Requested Action sought from the commission	Response to some major issues presented . Answers to presented questions. Define a path forward eliminate chaos and consudion
Attachments	
	Council Agenta Introduction.docx
	Expanded Analysis of the 904 South Ocean Shore Blvd Construction related to applicable codes and code enforcement efforts.docx

	Dale Martin 7-14email.docx
	Scenario Basic Document commercial use switcharoo.docx

Please note the City Commission's rules of procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the commission meetings.

The maximum time allowed for each request is 10 minutes.

Signature of Applicant	Thomas V Hagman
Date	6/29/2026

Email not displaying correctly? View it in your browser.

Open discussion to help eliminate chaos and confusion on the interpretation of COFB ordinances, land development codes, and building codes.

June 27, 2026

A problem cannot be resolved unless the involved parties actually acknowledge that a problem exists!

A situation of having 6 different reviewers of COFB ordinances, land development codes, and building codes come up with six different interpretations is problematic.

This results in chaos and confusion for all parties involved. This consumes manpower resources of all parties in trying to sort things out.

(the above is a paraphrase of a document from city official emails provided to me through an open records request recently)

Creating a baseline of interpretations of the rules will help this situation.

Again, from reviewing email provided to me between officials, builders, and residents through an open records request recently…….

Reviewers are making decisions and determinations based on not having all of the facts for given situations or having misinformation concerning the facts. Some participants fully aware of the facts and codes are taking advantage of (or possibly manipulating) this lack of information and misinformation of others to champion a desired outcome which they likely know is wrong.

This can be avoided by having a good baseline of the interpretation of the rules.

(kinda like “case law” in the legal system)

A review of particular past and present scenarios may help to create this baseline of the rules.

Some key areas that need discussion and review are listed (but not limited to) as a start to this process follow:

1) **Short-term rental** of a single-family residence on General Commercial or Tourist Commercial zoned property. Which governing codes apply to approving the initial development plan and which codes apply to ongoing code enforcement?

2)**What is the path for city approval of a development plan** for a single-family residence built on General Commercial or Tourist Commercial zoned property? Go through residential use approval process? Go through commercial use process and require ARB review with Council approval?

3)**Definition of Retaining Walls**. What type of wall structure is considered as a retaining wall for the purpose of applicability of the code requiring a 5-foot setback from property boundaries?

4)**What is the standard for measuring the height of** fences **and walls**. In particular the measurement of Masonry wall height? What measurement technique is subject to compare to the codes for height limitations?

5)**What is/ are the rationale for the city to not enforce** a land development or building code on an initial construction plan or on-going enforcement action? Review several scenarios.

Additional notes for above topics

Item #1 additional notes

COFB policy for 2025 and prior to 2025 is that a single-family residence built on General Commercial or Tourist Commercial zoned property is governed by Commercial Use codes.

In 2026, per Dale Martin City Manager identified that it was determined by city attorney that the above scenario is actually to be governed by residential use codes. This is based on a determination by the city attorney that single family residence on General Commercial or Tourist Commercial is "residential use" based on Florida State Law. Also based on case law by referencing numerous cases with this determination.

Other city officials assert that single family residence built on General Commercial or Tourist Commercial zoned property is considered commercial use (based on Florida law) simply because the property is zoned General Commercial or Tourist Commercial.

Some of the same city officials have stated previously that it is only residential used based on Florida law.

Item #2 additional notes

Given the resolution of item, one above might be "Commercial Use"……

The path for construction plan approval should be the commercial use process with ARB review and subsequent Council approval.

An INVALID path would be to submit the plan for approval obtaining approval based on residential use codes. (Submitted and approved without ARB/Council involvement) Then during construction, deviate from approved plan and then justify the deviation is now compliant with

commercial codes as a short-term rental intent for the residence. At this point, plan should be amended to include the deviation and coverage by commercial use codes. Subsequent city approval to now go through Commercial use ARB review and Council approval.

Scenarios to discuss

Two adjacent general commercial zoned properties. One is a vacant lot, and one is a single-family residence.

Scenario a) Existing Single-Family Residence

b) Existing Single-Family Residence with documented intent to city officials that Short Term Rental (STR) licenses are planned to be pursued.

Which codes apply to a situation where the vacant lot is planned for construction of a Single-family Residence with no initial declaration of eventual intent for STR in the approved building plan? However, builder declare STR intent after construction begins. (email or phone call only)

Residential use plan approval, ARB Review and subsequent Commissioner approval.

After STR declaration, plan must be resubmitted as Commercial use and approved under commercial use codes.

Which codes apply to a situation where the vacant lot is planned for construction of a single-family Residence, and the intent is to build a STR property?

Commercial use plan approval process, ARB reviews and subsequent commissioners' approval.

Commercial use abuts Commercial use - Commercial use codes apply – No Screening needed?

(follow commercial use codes exclusive of Screening section of code set)

Commercial use abuts Residential use – Commercial use codes apply – Screening required?

(Commercial use approval process – ARB review and Commission approval)

Item #3 additional notes

The city engineer has asserted that there is no definition of a retaining wall and that this needs to be resolved with a definition in the codes. (from open records request provided email).

It has been asserted by city officials that a criteria of a "30 inch" soil differential between inside and outside of wall is required in order to enforce the code that requires retaining walls to be a minimum of 5 feet from property lines.

A review of the codes using the online Municode tool searching for keywords "30 inch", "retaining wall", "inch", and "30" yields no mention of a definition or criteria of a "30 inch" soil

level definition. City officials have not identified where this is defined in the codes. (after several formal requests)

This reference needs to be clearly documented in order to be enforced.

ITEM #4 additional notes

Masonry Walls with equal soil levels on inside and outside?

Masonry walls with different soil levels on inside and outside?

Masonry walls (retaining walls) with different soil levels on inside and outside?

Masonry “Screening” walls with different soil levels on inside and outside?

Measure the external side from soil level to top of wall?

Measure the inside side from soil level to top of wall?

ITEM 5 additional notes

If an adjacent property owner refuses a builder to enter his private property. This access being necessary for the builder to complete the construction as defined and approved in submitted plan. This access required for the builder to construct compliant with codes? Is this grounds for the city to not hold the builder accountable for not completing the project to the approved plan. Is this grounds for the city to not hold the builder accountable to comply with codes?

If an adjacent property owner has an existing physical obstruction next to and within the property boundary, should the city require that the adjacent property owner allow the obstruction (permanent fixed structure) to be removed in order for the builder to complete the construction project per approved plan.

Note that the obstruction is full code compliant and erected by approved plan and inspected by city.

Should the city require that the adjacent property owner allow the obstruction to be removed as a condition to meet code requirements. Obstruction built to plan and permit inspection approved by city. Failure to allow obstruction removal justifies waiving of the code requirement for builder.

The city planner has waived code compliance in a past completed project (now history) citing builder unable to access adjacent private property due to an obstruction. In this particular situation, the adjacent property owner would have to surrender two property rights for codes to be enforced.

a) Surrender Posted Private property no trespass rights. Allow workers on property.

b) Surrender rights protected by Florida law (cutting trees/vegetation on private property without owners' permission) allow the builder to cut dense saw palmetto 5-inch trunks and underground roots to allow workers to perform the work.

In summary, existing obstructions include, No trespass signage, dense vegetation on the private property, and an existing structure on the private property.

Scenario Basic Document - Simplified thread 5/27/2026

Basic questions before proceeding with an expanded description of a somewhat more complicated and involved scenario. The below is the simple and fundamental facts of the overall issues.

Developer submits a plan for a single-family residence construction on 100x50 foot lot on A1A zoned as General Commercial.

PPI certifies that the plan is compliant with Flagler Beach codes for residential use.

This plan is not a commercial use plan as it was not stated as such and submitted to the ARB for public review.

Based on PPI certification, Flagler Beach Building Department issues construction permit.

Midway thru construction, developer deviates from original plan and completed a construction task that is not compliant with residential use codes.

No pre approval of making the deviation

No amended construction plan submitted with deviation depicted.

No request for a Variance from code submitted that would need to go thru ARB process in an open meeting.

A citizen files complaint and the Building Department challenges the developer concerning the code violation of the deviation.

Developer responds that the single-family residence will actually be a commercial use property on general commercial zoned property. Therefore, commercial use codes should apply.

Under commercial use codes, the above deviation from plan is actually in compliance but not compliant with residential use codes.

(However, under commercial use codes, there are several other features of the construction plan that are non-compliant with Commercial use codes.)

Questions on Above Scenario……..

a) Should the city allow the above deviation from residential use codes and issue a certificate of occupancy justified by the citing of the one commercial use code? Note the original plan submitted and approved plan as a residential use single family residence, not commercial use, thus no ARB review.

b) Should the city compel the developer to meet the residential use code as condition for certificate of occupancy?

c) Should the developer resubmit the construction plan with deviation depicted /described as a commercial use project requiring the ARB review in an open meeting thus reviewing all commercial use codes before approval of amended plan?

d) It is either residential use or commercial use code compliance, picking and choosing from each code set is not allowed. Correct?

Expanded Analysis of the 904 South Ocean Shore Blvd Construction 4/29/2026

Related to applicable codes and code enforcement efforts.

Construction commenced in early 2024. A single-family residence for Robert Richmond.

Construction plan presented a 5-foot masonry wall on the property line of the west 50-foot boundary. A 6-foot masonry wall was proposed on the South Boundary property line extending about 70 feet from the property southwest corner. No setbacks on either. Both walls depicted as “Masonry Walls”. Construction plan also proposed that each wall would be stucco/finished on both sides of the wall.

Given this description, these attributes meet the codes for residential use property adjacent to residential use property.

One potential flaw with this approval was the feasibility of being able stucco/finish the external South wall.

Access to the adjacent property would be required. Clearing of Dense Saw Palmetto tree trunks, roots and palm frons on the adjacent property would be required for workers to perform the work. This would require permission to enter the adjacent property and to cut vegetation on the adjacent property. For several years prior to construction, the adjacent property was posted no trespassing. (Likely for illegal Saw palmetto berry pickers).

The construction progressed with lot clearing efforts. The workers cleared Saw Palmetto Tree trunks and roots about 2.5 feet into the adjacent property. This violated Florida trespass law and Florida law related to cutting Vegetation on private property. The builder was never granted permission to come onto the property or cut vegetation.

After the clearing effort the adjacent property owner scheduled and met with the builder.

The property owner expressed concern with the trespass and illegal cutting of vegetation.

The property owner issued a formal verbal warning to the builder to not trespass and further cut vegetation. (Local COFB police chief was notified)

At that meeting, the builder asserted that he would be building the wall on the property line and that the outside wall would not be finished since he was being denied access by the trespass notice and restricted for further cutting of vegetation. Both acts required for performing the work. The adjacent property owner notified Rick McFadden in writing of the results of the meeting. At this point, the builder commenced construction and completed construction of the two masonry walls.

The walls were not constructed to the original plan.

The walls were actually retaining walls as the builder significantly elevated soil inside the walls.

So now clearly recognized as “Masonry Retaining Walls”

Now the completed work status is:

Eight plus foot walls, South Wall not finished on the outside, no 5-foot setback of retaining walls as required by COFB grading codes. Three code violations.

There were no modified construction plans reflecting these changes submitted/approved before construction.

There was no Variance requested by the builder requesting waiving the codes violated.

There was no Architectural Review Board convened to review/approve these changes not within code.

The builder made these changes without any approvals from COFB and thus proceeded at his own risk.

At this point the changes were challenged by adjacent property owner and Building Department.

The builder declared the construction of the walls were within code as the property was being planned for Commercial Use as a short-term vacation rental. This now comes under codes for commercial use property (new construction) adjacent to residential use property. The focus of the justification centered only on the height of 8 feet. None of the other code sections defined within the Commercial property codes.

The builder declared that the outside wall stucco/finish was not possible due to adjacent property access being denied. Wall was now referred to as a retaining wall. The builder commenced construction fully knowing that compliance with code was impossible. The adjacent property owner would need to surrender his private property rights.

The adjacent property owner would need to waive his right to not allow unauthorized cutting of Saw Palmetto trunks, trunk roots and palm fronds on his property as protected by Florida law.

Declaration of commercial use adjacent to residential use provides for 5 code sections as follows. (This assumes that vacation rental is truly actually considered commercial use. Thus, Commercial use adjacent to residential use)

The following codes apply:

#1

Section 2.05.04.02 *Commercial uses and industrial uses.*

(1) *Generally.* All walls and fences located within the required yard areas for commercial and industrial uses shall conform to the following regulations, except where special regulations are set forth. All such structures must be placed on a parcel of land on which there is an existing principal building. No fences, walls or hedges may be located within the intersection visibility triangle (see Section 2.05.01.4 Intersection visibility; corner lot).

(2) *Location and height.*

(a) Front and street side (corner) yards. Garden walls, walls, fences or hedges may be located in the front and corner yards. They must be set back five (5) feet from the property line for the purpose of landscape beautification and may not exceed six (6) feet in height.

(1) Tourist Commercial Zone - Fence and wall height shall be limited to four (4) feet in the required yard area and not require a minimum setback.

(b) Side and rear yards. Maximum of six (6) feet in height except where special requirements exist.

(3) *Materials and construction.*

The construction of walls and fences may be of one of several types, the selection of which shall be approved by the Planning and Architectural Review Board for new construction and the appropriate designated city official for existing developed properties, as follows

No review was ever conducted.

#2

Section 2.05.04.02 *Commercial uses and industrial uses.*

(1) *Generally.* All walls and fences located within the required yard areas for commercial and industrial uses shall conform to the following regulations, except where special regulations are set forth. All such structures must be placed on a parcel of land on which there is an existing principal building. No fences, walls or hedges may be located within the intersection visibility triangle (see Section 2.05.01.4 Intersection visibility; corner lot).

(2) *Location and height.*

(a) Front and street side (corner) yards. Garden walls, walls, fences or hedges may be located in the front and corner yards. They must be set back five (5) feet from the property line for the purpose of landscape beautification and may not exceed six (6) feet in height.

(1) Tourist Commercial Zone - Fence and wall height shall be limited to four (4) feet in the required yard area and not require a minimum setback.

(b) Side and rear yards. Maximum of six (6) feet in height except where special requirements exist.

(3) *Materials and construction.*

The construction of walls and fences may be of one of several types, the selection of which shall be approved by the Planning and Architectural Review Board for new construction and the appropriate designated city official for existing developed properties, as follows.

(a) Concrete block walls (see Required Screening—4c), vinyl clad chain link, PVC, non-corrosive metal, (defined herein as resisting gradual wearing away, usually by chemical action), picket fences constructed in accordance with this code.

(b) Substantial wood fences of approved, durable materials, which have been chemically pressure treated to resist rot and termites and incorporate architectural design features to enhance appearance, quality and design. All fences or walls are to be installed straight and plumb.

(c) Two (2) feet of barbed wire material may be placed on a fence at least six (6) feet in height only under the following conditions:

(1) Construction site where there is an active building permit.

(2) Utility sites.

(3) Location of essential public services as determined by the city manager.

(4) Installation of barbed wire shall be evidence that the property owner has expressly assumed all risks associated with the material.

(4) *Required screening.* Where any nonresidential use directly abuts a residential zone or residentially-developed site or where said nonresidential use is within twenty-five (25) feet of a residential zone or residentially-developed site, or where a nonresidential use within a multi-family residential use in the same or different residential zone, it shall be screened from the adjoining residential zone or use in the following manner:

(a) A solid decorative concrete block wall, or decorative concrete wall at least six (6) feet but not more than eight (8) feet in height.

(b) Located completely within the limits of the nonresidential property so as to provide ample area for maintenance and repair on the residential side.

(c) Equal architectural treatment on both sides with the final product, if painted, finished the same color as the principal building on the site.

(Ord. No. 2005-04, § 3, 5-12-05)

Item (4) a is compliant

Item (4) b **NOT** compliant

Item (4) c NOT compliant

Note that compliance with item (4) b would permit the builder to stucco/finish the wall without access to the adjacent private property.

Cherry picking applicable codes and ignoring other applicable codes is not permissible.

#3

Section 5.06.04.6 *Grading.*

The proposed grading shall maintain or improve existing surface water flow patterns to direct the runoff to the nearest public drainage facility or in the historical direction of flow. The maximum allowable slope for vegetated slopes is three horizontal to one vertical (3:1). Retaining walls are required for slopes greater than 3:1. Retaining walls are to be offset from property and right-of-way lines by a minimum dimension of five (5) feet. A building permit may be required for the construction of any retaining wall.

Violation --- no 5-foot offset of wall from boundary.

In summary:

a) Section 2.05.04.02 (3**)** **Not compliant**

b) Section 2.05.04.02 (4) a Compliant

c) Section 2.05.04.02 (4) b **Not compliant**

d) Section 2.05.04.02 (4) c **Not compliant**

e) Section 5.06.04.6 **Not compliant**

The city elected to not enforce these codes by not having the issues prevent the final Certificate of Occupancy. Enforcement of these codes is still actionable by the city for this property.

As of April 2026, the city has determined that a short-term vacation rental of a residential structure is NOT considered “Commercial Use. Therefore, past consideration were not and are not valid.

This brings us Now April 2026 to new view of the codes applicable to the construction that no approved variance to meeting codes.

City of Flagler Beach

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

July 14, 2025

Mr. Thomas Hagman
914 S. Oceanshore Blvd
Flagler Beach FL 32136
[VIA EMAIL: thomas@hagman.com]

Good afternoon, Mr. Hagman:

Thank you for sharing your frustrations with the construction of the structure adjacent to your property. Your meticulous documentation of a variety of incidents highlighted several shortcomings of the City's review, inspection, and approval process.

The most significant issue was the lack of communication between City departments related to development/re-development. In too many instances, you brought issues to the attention of some City staff, but your concerns were not appropriately conveyed to others or investigated further: unpermitted fill was not inspected, encroachments onto your property were not addressed, zoning conflicts (between commercial and residential uses) were not resolved. The role (as permitted by State statute) of a third-party private provider for building inspection purposes contributed to the lack of coordination as well as the initial review and approval by a contracted planner.

Based upon the insights that you have provided, City staff has reviewed the inspection process and procedures to improve cooperation during the review, inspection, and approval process. Staff is also reviewing and preparing recommendations to address the zoning conflicts between residential and commercial zoning designations and related uses.

Although many issues could have been handled better, I do not believe that any City staff had ill-intent toward you or provided additional consideration to the builder of the adjoining structure. Like you, I have expectations for professional and consistent behavior (including myself). I will do my best to ensure that the situation and events that frustrated you do not happen to others in Flagler Beach.

Sincerely,

Dale L. Martin
City Manager

From: Glen Urquhart <GUrquhart@cityofflaglerbeach.com>
Sent: Tuesday, July 14, 2026 3:13 PM
To: Dale Martin <dmartin@cityofflaglerbeach.com>
Cc: thomas@hagman.com; robbie@intracoastalconstruction.net
Subject: 904 S. Ocean Shore Blvd. and 109 S. 9th Street S Resolution

Dale,

The following are the sequence of events related to the concerns about 904 S Ocean Shore Blvd and 109 S 9th Street pertaining to the final finishes for the concrete block wall on the south side of the properties that face 914 S Ocean Shore Blvd.

1. Application and permit approved for construction of a single-family home at 904 S Ocean Shore Blvd. With the stated intent to function as a short-term rental, the use was considered commercial, requiring screening (masonry wall) due to the adjacent residential use.

2. The adjacent owner, as is permitted, repeatedly made it known that the developer (nor the associated contractors) of 904 S Ocean Shore Blvd would not be granted access to his property for construction purposes related to finishing the wall.

3. The denial of access was routinely ignored by the developer/contractors as the masonry wall was constructed in close proximity to the property line. The location of the masonry wall was not in conflict with any current City codes, but City codes required the "finishing" of the masonry wall, with said finishing identical on both sides of the wall.

4. The "exterior" of the southern wall of 904 S Ocean Shore Blvd was never finished to match the "interior" side of the masonry wall.

5. The owner of 914 S Ocean Shore Blvd (adjacent to 904 S Ocean Shore Blvd) subsequently erected, as is permissible, a wooden fence that begins at the southwest corner of the property 904 S Ocean Shore Blvd and extends 50' to the southwest corner of 109 9th St S. The wooden fence was installed along the common property as stated. The close proximity of the masonry wall and the wooden fence precludes any ability to finish the "exterior" of the masonry wall to match the interior.

6. The same contractor is currently building a single-family home at 109 9th St S and has erected a masonry wall on the property line abutting the wooden fence from 914 S Ocean Shore Blvd and the situation exists that the finishing of the block wall can't be completed as the same as on the interior side of the wall because of the proximity of the fences.

Therefore, in my opinion as the Chief Building official of the City of Flagler Beach, the visible upper portion of the masonry wall (that portion higher than the abutting wooden fence) should be finished with the same treatment as has been completed on the "interior" of the wall. To otherwise finish the entirety of the masonry wall as required by City code has been rendered not possible due to the proximity of the wooden fence and the refusal of access to the adjoining property.

Thank you for your review pertaining to this matter.

Glen D. Urquhart
Chief Building Official
Office: (386) 517-2000 ext. 241
Cell: (386) 276-0403
800 S Daytona Ave, Flagler Beach, FL 32136
www.cityofflaglerbeach.com
City of Flagler Beach Facebook
My Flagler Beach App

Florida has a very broad Public Records Law. Virtually all written communications to or from state and local officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your email address and any attachments and information we receive online might be disclosed to any person or media making a public records request. Email sent on City systems will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual exempt under 119.071, Florida Statutes, please indicate so in your email or other communication. If you have any questions about the Florida public records law, refer to Chapter 119 Florida Statutes.

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 23, 2026
Item Name:	Special exception given to property 2201 N. Ocean Shore Blvd (overbuilt) — Brent and Evelyn Crego, 2205 N. Ocean Shore Blvd.

Background:

Per the information provided within the request, Brent and Evelyn Crego, residents of 2205 N. Ocean Shore Blvd, state "the property at 2201 N. Ocean Shore Blvd has multiple (4 or more) commercial tenants but utilizes 2205 N. Ocean Shore Blvd, for its conforming. By using our lot for waste/bins, our lot is considered the racoon lot by the neighbors. It is a nuisance and should be reviewed for conforming capacity and property waste disposal".
The Crego's are requesting the owner of 2201 N. Ocean Shore Blvd be made responsible for tenants' waste management without encroaching onto their lot.

Fiscal Impact:

Staff Recommendation:

Attachments:

1. Commission Item Application
2. 03032026 email to L. Rodrigues regarding trespassing of garbage
3. 03162026 email to D Martin regarding Special Exception & Site Plan for 2201 N Ocean Shore and 03152026 No Survey Stakes
4. 06162026 email to M Ficocello regarding 2201 N Ocean Shore Blvd Technical Violations Section
5. 06262026 email to M Ficocello and P Overstreet regarding 2201 N Ocean Shore Blvd Encroachments Overbuilt Special Exception
6. 07012026 email list and Code Enforcement Complaint

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: BRENT AND EVELYN CREGO

BUSINESS NAME: _____
(If Applicable)

STREET ADDRESS: 2205 N. OCEANSHORE BLVD.
(If within City of Flagler Beach)

MAILING ADDRESS: 133 BRIDGEPORT RD, DAYTONA BEACH SHORES, FL. 32118
(Please provide City & Zip Code)

PHONE NUMBER: 612-991-3016

EMAIL ADDRESS: BRENTJCREGO@GMAIL.COM

SUBJECT MATTER TO BE DISCUSSED WITH THE COMMISSION:
(This is the wording you would like on the agenda)

SPECIAL EXCEPTION GIVEN TO PROPERTY 2201 N. OCEANSHORE BLVD. IS OVERBUILT.

BACKGROUND INFORMATION REGARDING THE SUBJECT:

THE PROPERTY AT 2201 N. OCEANSHORE BLVD. HAS MULTIPLE TO MORE COMMERCIAL TENANTS BUT UTILIZES 2205 FOR ITS CONFORMING. BY USING OUR LOT FOR WASTE/BINS. OUR LOT IS CONSIDERED THE RACCOON LOT BY THE NEIGHBORS. IT IS A NUISANCE AND SHOULD BE REVIEWED FOR CONFORMING CAPACITY, PROPER WASTE DISPOSAL.

(OVER)

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

THE OWNER MUST BE MADE RESPONSIBLE FOR TENANTS WASTE MANAGEMENT W/OUT ENCROACHING INTO OUR LOT.

ATTACHMENTS: SEE photos showing City of Flagler WASTE MANAGEMENT UNABLE to properly REMOVE BINS.

Please note the City Commission's Rules of Procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the Commission Meetings.

The maximum time allowed for each request is 10 minutes.

Brad Cyr
SIGNATURE OF APPLICANT

6-30-26
DATE

Colleen Kuhn

From: brentjcrego@gmail.com
Sent: Wednesday, July 1, 2026 10:31 AM
To: Colleen Kuhn
Subject: External - FW: Trespassing of Garbage into a Neighbor Property violation by 2201 N Ocean Shore Blvd.
Attachments: IMG_5052.jpeg; IMG_5051.jpeg; IMG_5050.jpeg

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.

From: brentjcrego@gmail.com
Sent: Wednesday, July 1, 2026 9:25 AM
To: Colleen Kuhn <CKuhn@cityofflaglerbeach.com>
Cc: brentjcrego@gmail.com
Subject: FW: Trespassing of Garbage into a Neighbor Property violation by 2201 N Ocean Shore Blvd.

From: brentjcrego@gmail.com
Sent: Tuesday, March 3, 2026 10:07 AM
To: lrodrigues@cityofflaglerbeach.com; cnobre@cityofflaglerbeach.com
Cc: 'Rick McFadden' <RMcFadden@CityofFlaglerBeach.com>; 'Lupita McClenning' <LMcClenning@cityofflaglerbeach.com>; 'Michele Ficocello' <MFicocello@CityofFlaglerBeach.com>; 'John Gifford' <JGifford@CityofFlaglerBeach.com>; 'Stephen Cox' <SCox@fbfire.org>; dmartin@cityofflaglerbeach.com; dsmith@shepardfirm.com
Subject: Trespassing of Garbage into a Neighbor Property violation by 2201 N Ocean Shore Blvd.

Good morning Lou,

It was nice speaking with you again this morning. I am cc: everyone as a professional courtesy.

See attached photos of Garbage Bins (Tippy Carts) that are moved illegally on our property from the 2201 N Ocean Shore Blvd commercial property.

The fact is there is no space for the "Tippy Carts" to be stored on the north side of the building. The "Tippy Carts" cannot be moved because their property line is 2'6" Set-Back and who ever moves them is trespassing on our property every time. This is Trespassing by the tenants.

I spoke with the Flagler Beach Police Department this morning and they have opened a Case # 26-3114. The Police department stated this can be enforced. They also said it will be a "Felony offense" once the Building Permit is approved by the city.

I will be installing "NO TRESPASSING" Signs on our property line immediately.

I appreciate your attention in this matter.

Brent Crego
brentjcrego@gmail.com
612-991-3016

Colleen Kuhn

From: brentjcrego@gmail.com
Sent: Wednesday, July 1, 2026 9:27 AM
To: Colleen Kuhn
Cc: brentjcrego@gmail.com
Subject: External - FW: Special Exception & Site Plan for 2201 N Ocean Shore Blvd
Attachments: 2201 N. Oceanshore.pdf; 2201 N. Ocean Shore Front March 15 No Survey Stakes.JPG

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.

From: brentjcrego@gmail.com
Sent: Monday, March 16, 2026 1:41 PM
To: 'Dale Martin' <dmartin@cityofflaglerbeach.com>; 'Penny Overstreet' <POverstreet@CityofFlaglerBeach.com>; dsmith@shepardfirm.com; 'Rick McFadden' <RMcFadden@CityofFlaglerBeach.com>; 'Lupita McClenning' <LMcClenning@cityofflaglerbeach.com>; 'Gary Hinebaugh' <GHinebaugh@Cityofflaglerbeach.com>; 'John Gifford' <JGifford@CityofFlaglerBeach.com>; 'Michele Ficocello' <MFicocello@CityofFlaglerBeach.com>; cnobre@cityofflaglerbeach.com; lrodrigues@cityofflaglerbeach.com; 'Stephen Cox' <SCox@fbfire.org>; doflaherty@cityofflaglerbeach.com
Subject: FW: Special Exception & Site Plan for 2201 N Ocean Shore Blvd

To the City Manager and Staff,

Attached is the 2011 Approved Site Plan for N Ocean Shore Blvd. provided to us this morning by the Deputy City Clerk.

The record reveals two critical administrative failures the must be addressed before our TRC meeting this Thursday.

1. Administrative Trespass: The City formally stamped and approved a site plan in 2011 that documented a structural encroachment on our private property. This is a void administrative act and a Regulatory Taking that the City has a mandatory duty to correct.
2. Zoning Intensity Default: This 2011 plan authorized a maximum of Three Commercial units (Coffee Shop, Hair Salon, and Timeshare Office). The property currently operates at more than 3 separate tenants, representing an unauthorized increase in intensity.

Staff has spent weeks while the evidence of City-authorized trespass and active Zoning Default sat in your files. We are done with discretionary delays for an unauthorized operator.

We look forward to meeting the City Manager, Mr. Martin at 10:00 AM tomorrow to establish a "date certain" for the removal of the illegal units and unpermitted stairs.

Regards,

Brent Crego
(612) 991-3016

From: Colleen Kuhn
Sent: Monday, March 16, 2026 9:37 AM
To: brentjcrego@gmail.com
Subject: Special Exception & Site Plan for 2201 N Ocean Shore Blvd

Good morning. Attached are the documents you requested.

Have a wonderful day.

Colleen Kuhn
Deputy City Clerk
Office: (386) 517-2000 ext. 235
Address: 105 S. 2nd Street, Flagler Beach, FL 32136
www.cityofflaglerbeach.com
City of Flagler Beach Facebook
My Flagler Beach App

Florida has a very broad Public Records Law. Virtually all written communications to or from state and local officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your email address and any attachments and information we receive online might be disclosed to any person or media making a public records request. Email sent on City systems will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual exempt under 119.071, Florida Statutes, please indicate so in your email or other communication. If you have any questions about the Florida public records law, refer to Chapter 119 Florida Statutes.

Parcel: **36-11-31-5630-00020-0120**

Subdivision: Sunrise Beach

Block: 2

Lot: 12

Address: 2201 N Ocean Shore Blvd

Type: Special Exception

Special Exception approved at 11/21/2011 CC meeting.

CITY OF FLAGLER BEACH CITY COMMISSION
FLAGLER BEACH, FLORIDA

ORDER GRANTING REQUEST FOR SPECIAL EXCEPTION

The City Commission considered a request on November 10, 2011 in a public hearing for a Special Exception Use to allow professional offices within the tourist commercial zoning district, located at Sunrise Beach Subdivision, Block 2, Lot 12, Parcel #36-11-31-5630-00020-0120, also known as 2201 North Oceanshore Boulevard, Flagler Beach, Florida, submitted and represented by Albert M. Esposito, Albert M. Esposito & Associates, Inc.; Owner: Dean Osterloh, 14 Great Oak Road, Saint James, New York 11780, and after reviewing sworn testimony and evidence by City staff, the petitioner, and the general public, the City Commission of the City of Flagler Beach makes the following findings of fact:

Competent substantial evidence was presented by the Petitioner, City staff, or by members of the public that the Special Exception should be granted. A special exception to allow professional offices within the tourist commercial zoning district is based upon findings of fact as set forth in our code, that the action taken by the City Commission is consistent with the City of Flagler Beach Comprehensive Plan and the Land Development Regulations.

DONE AND ORDERED this 21st day of November, 2011 at Flagler Beach, County of Flagler, Florida.

CITY COMMISSION OF THE
CITY OF FLAGLER BEACH

By: Jane Mealy
Jane Mealy, Vice-Chair

Attest: Penny Overstreet
Penny Overstreet, City Clerk

This instrument prepared by Penny Overstreet, City Clerk for the City of Flagler Beach, Post Office Box 70, Flagler Beach, Florida 32136, telephone number, (386) 517-2000.

CERTIFICATE OF SERVICE

IHEREBY CERTIFY that a true and accurate copy of the foregoing has been furnished by U.S. Mail to: Albert M. Esposito, the petitioner, 206 Moody Boulevard, Flagler Beach, FL 32136, this 21st day of November, 2011.

any loading are would not be required. Any ingress or egress to the office would be negligible and cause minimal interference at this location."

7. That the use conforms with all applicable regulations governing the district where located.

   "The building currently has two businesses operating there. A three-person office should conform to the existing uses of the building."

The applicant's application indicates that the requested special exception is for a specific business located in a specific portion of the building. However, a special exception for professional offices may be granted for any type of professional office and any proportion of the building. Staff generally agrees with the applicant's responses to the criteria. Since the TC, Tourist Commercial zoning district permits uses that are typically more intense than professional offices, specifically restaurants and gift shops,

CITY OF FLAGLER BEACH CITY COMMISSION
FLAGLER BEACH, FLORIDA

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CITY COMMISSION OF THE
CITY OF FLAGLER BEACH

By: Jane Mealy
Jane Mealy, Vice-Chair

Attest: Penny Overstreet
Penny Overstreet, City Clerk

This instrument prepared by Penny Overstreet, City Clerk for the City of Flagler Beach, Post Office Box 70, Flagler Beach, Florida 32136, telephone number, (386) 517-2000.

CERTIFICATE OF SERVICE

City of Flagler Beach AGENDA ITEM # 22

Item Summary and Recommendation

SUBJECT: SE 11-11-01: Consider a request for a Special Exception to allow professional offices. The subject property is zoned as Tourist Commercial and contains approximately 0.13 acre, and is generally located northwest of the intersection of 22nd Street North and North Oceanshore Boulevard also known as 2201 North Oceanshore Boulevard.

BACKGROUND: Special exception uses, as enumerated in Schedule One, Zoning Schedule of Use Controls, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board. In recommending approval or denial of the use, the reviewing boards shall provide findings and recommendations on whether the requirements of Section 2.06.01 (1. through 7.) are met as well as other comments such board feel will assist the City Commission in the determination of whether to grant the use. The applicant's responses to each of the prescribed criteria are as follows:

1. That the use is a permitted special use as set forth in Schedule One hereof.
   Professional offices are a permitted special use as set forth in Schedule One for the TC, Tourist Commercial zoning district.
2. That the use is so designed, located and proposed to be operated that the public health, safety, welfare and convenience will be protected.
   "The use of this property for the business requesting the exception as it would be operated should not have any impact on the public in terms of health, safety, welfare or convenience."
3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.
   "This is a small office with business being conducted electronically and neighbors would probably not even know there was a business there.
4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.
   "This business would be located on the bottom level at the back (near Central Avenue). The business of timeshare sales could be of potential interest to residents as well as visitors to Flagler Beach who might wish to purchase timeshares."
5. That the adequate landscaping and screening is provided as required herein, or otherwise required.
   No response.
6. That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.
   "Impact on parking in the area generated by this business would be minimal. Parking would be off-street where the owner had recently had the private parking area upgraded with pavers making it very attractive to residents and passers-by. There is parking on A1A for the coffee shop and parking on 22nd Street for the salon. The timeshare business would require no more than three parking spaces. Traffic generated by this business would have practically no impact on 22nd Street or Central Avenue. There is no product involved in this business, so

any loading are would not be required. Any ingress or egress to the office would be negligible and cause minimal interference at this location."

7. That the use conforms with all applicable regulations governing the district where located.

   "The building currently has two businesses operating there. A three-person office should conform to the existing uses of the building."

The applicant's application indicates that the requested special exception is for a specific business located in a specific portion of the building. However, a special exception for professional offices may be granted for any type of professional office and any proportion of the building. Staff generally agrees with the applicant's responses to the criteria. Since the TC, Tourist Commercial zoning district permits uses that are typically more intense than professional offices, specifically restaurants and gift shops, the trip generation and parking demand of professional offices will less than or equal to the impact of a restaurant or a gift shop occupying the same space.

RECOMMENDATIONS: On November 1, 2011, staff recommended that the Planning and Architectural Review Board recommend that the City Commission approve this special exception for professional offices at the subject property.

The Planning and Architectural Review Board recommended by a vote of 4-0 that the City Commission approve this special exception for professional offices at the subject property.

ATTACHMENTS: PARB packet

SUBMITTED BY: Chad Lingenfelter, Planner

Staff Comments:

City Manager: PAR Board recommended approval 4-0 to allow Professional Office within Tourist Commercial as a Special Exception. With Commission's approval the applicant can obtain LBTR permit. Staff recommends your approval.

Planner: In addition to advertising a notice of public hearing in the *Daytona Beach News-Journal*, staff mailed notices to the 12 owners of properties within 200 of the subject property. No concerns have been received by staff at the time of this agenda packet.

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Maley

who, on oath says that she is .....

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia County, Florida; the attached copy of advertisement, being a .....

NOTICE OF PUBLIC HEARING

L 962795

in the Court,
was published in said newspaper in the issues.....

OCTOBER 22, 2011

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

.....Cynthia Maley.....

Sworn to and subscribed before me

This 24TH of OCTOBER

A.D. 2011

Kelley Jean Meehan

49D

KELLEY JEAN MEEHAN
Notary Public - State of Florida
Commission #DD776318
My Comm. Expires April 7, 2012
Bonded Through _____

Notice of Public Hearing
City of Flagler Beach

SE 11-11-01: 2201 North Oceanshore Boulevard - Albert M. Esposito, applicant on behalf of the property owner, Dean Osterloh, requests a special exception to allow professional offices. The subject property is zoned as TC, Tourist Commercial, contains approximately 0.13 acre, and is generally located northwest of the intersection of 22nd Street North and North Oceanshore Boulevard.

The Planning and Architectural Review Board will consider the request and make a recommendation to the City Commission during a regular meeting on Tuesday, November 1, 2011, at 5:30 p.m., in the City of Flagler Beach Commission Chambers at 105 South 2nd Street, Flagler Beach, Florida.

The City Commission will conduct a quasi-judicial public hearing on Thursday, November 10, 2011, at 6:30 p.m., or as soon thereafter as possible, in the City of Flagler Beach Commission Chambers at 105 South 2nd Street, Flagler Beach, FL.

All interested parties are invited to attend.

Please direct any questions to Chad T. Lingenfelter, AICP, PTP, City Planner, at (386) 517-2000 ext. 230.

L962795. October 22, 2011 1t.

11/12

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cus
oast News-Tribune
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Advertiser / Client Name	Billing Date	
CITY OF FLAGLER BEACH	10/22/2011	
Customer Account #	Total Amount Due	
071980	$ 118.15	
Customer Type	Terms of Payment	Page
Ledger	Upon Receipt	1

Invoice Number : I00962795-10222011

vertising Invoice

The News-Journal
901 Sixth Street
Dept. 33
Daytona Beach, Fl. 32117-8099
Phone (386)681-2377

CITY OF FLAGLER BEACH
ATTN FINANCE DEPT
P O BOX 70
FLAGLER BEACH, FL 32136

Amount Paid : $ _____ . ____ **Check # :** _____ **Amount to Pay : $ 118.15**

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Start Date	Ad# - Trans#	Pub	Description	P. O. Number	Times	Size/Charge	Amount
10/22/2011	0000962795	NJ	NOTICE OF PUBLIC HEARING SE11-11-01	KATE SETTLE	1	1.00 x 40Lines	$118.15

Amount to Pay : $118.15

P.O.# 6359
Penny Dotted

The Daytona Beach
News-Journal

The News-Journal
901 Sixth Street
Dept. 33
Daytona Beach, Fl. 32117-8099
Phone (386)681-2377

Advertiser / Client Name	Billing Date	
CITY OF FLAGLER BEACH	10/22/2011	
Customer Account #	Total Amount Due	
071980	$ 118.15	
Customer Type	Terms of Payment	Page
Ledger	Upon Receipt	1

Invoice Number : I00962795-10222011

THANK YOU FOR YOUR BUSINESS
TERMS: NET DUE UPON RECEIPT

THIS IS A COURTESY CHARGE - DOES NOT ESTABLISH CREDIT ~~ LATE PAYMENT MAY PREVENT ACCEPTANCE OF FUTURE ADVERTISING

City of Flagler Beach

TO: Don Deal, Chairperson, Planning and Architectural Review Board
Planning and Architectural Review Board Members

FROM: Chad T. Lingenfelter, AICP, PTP, City Planner

RE: #SE 11-11-01 – 2201 North Oceanshore Boulevard Special Exception

DATE: October 28, 2011

Applicant:	Albert M. Esposito, Albert M. Esposito & Associates, Inc., 206 Moody Boulevard, Flagler Beach, Florida 32136
Property:	2201 North Oceanshore Boulevard – 36-11-31-5630-00020-0120
Property Owner:	Dean Osterloh, 14 Great Oak Road, Saint James, New York 11780
Future Land Use:	Commercial
Zoning District:	Tourist Commercial

Summary

Pursuant to the *City of Flagler Beach Code of Ordinances, Appendix A, Land Development Regulations,* Section 2.06.01., Special Exception Uses, the applicant is requesting a special exception to allow professional offices. The subject property is zoned as TC, Tourist Commercial, contains approximately 0.13 acre, and is generally located northwest of the intersection of 22nd Street North and North Oceanshore Boulevard. The subject property has an approximately 4,000 square foot building divided into four (4) separate suites.

Analysis

Special exception uses, as enumerated in Schedule One, Zoning Schedule of Use Controls, shall be permitted only upon authorization of the City Commission after review by the Planning and Architectural Review Board. In recommending approval or denial of the use, the reviewing boards shall provide findings and recommendations on whether the requirements of Section 2.06.01 (1. through 7.) are met as well as other comments such board feel will assist the City Commission in the determination of whether to grant the use. The applicant's responses to each of the prescribed criteria are as follows:

1. That the use is a permitted special use as set forth in Schedule One hereof.

   Professional offices are a permitted special use as set forth in Schedule One for the TC, Tourist Commercial zoning district.

2. That the use is so designed, located and proposed to be operated that the public health, safety, welfare and convenience will be protected.

   "The use of this property for the business requesting the exception as it would be operated should not have any impact on the public in terms of health, safety,

welfare or convenience."

3. That the use will not cause substantial injury to the value of other property in the neighborhood where it is to be located.

   "This is a small office with business being conducted electronically and neighbors would probably not even know there was a business there.

4. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located.

   "This business would be located on the bottom level at the back (near Central Avenue). The business of timeshare sales could be of potential interest to residents as well as visitors to Flagler Beach who might wish to purchase timeshares."

5. That the adequate landscaping and screening is provided as required herein, or otherwise required.

   No response.

6. That adequate off-street parking and loading is provided and ingress and egress is so designed as to cause minimum interference with traffic on abutting streets.

   "Impact on parking in the area generated by this business would be minimal. Parking would be off-street where the owner had recently had the private parking area upgraded with pavers making it very attractive to residents and passers-by. There is parking on A1A for the coffee shop and parking on 22nd Street for the salon. The timeshare business would require no more than three parking spaces. Traffic generated by this business would have practically no impact on 22nd Street or Central Avenue. There is no product involved in this business, so any loading are would not be required. Any ingress or egress to the office would be negligible and cause minimal interference at this location."

7. That the use conforms with all applicable regulations governing the district where located.

   "The building currently has two businesses operating there. A three-person office should conform to the existing uses of the building."

The applicant's application indicates that the requested special exception is for a specific business located in a specific portion of the building. However, a special exception for professional offices may be granted for any type of professional office and any proportion of the building. Staff generally agrees with the applicant's responses to the criteria. Since the TC, Tourist Commercial zoning district permits uses that are typically more intense than professional offices, specifically restaurants and gift shops, the trip generation and parking demand of professional offices will less than or equal to the impact of a restaurant or a gift shop occupying the same space.

Recommendation

Staff recommends the Planning and Architectural Review Board recommends that the City Commission approve the special exception for professional offices at the subject property.

Enclosure: Special Exception Application Packet

SPECIAL EXCEPTION APPLICATION

Property	2201 N Oceanshore Blvd, Flagler Beach, Unit #3
Owner	Dean Osterloh
Representative	Albert M Esposito; Albert M Esposito & Associates

Table of Contents:

Application Fee Sheet w/ check

Special Exception Application

Durable Power of Attorney

Justification Statement

Recorded Warranty Deed

Survey

Location Map

CITY OF FLAGLER BEACH
Special Exception Application Fee Sheet

Project Address: 2201 N. Oceanshore Blvd. Date: 10/4/11

Applicant: Albert Esposito (POA for owner)

ITEM		*G/L CODE*	*FEE*
Application Fee **$600.00**	(505)	001.3200.329102	600.00
Zoning Review **$55.00**	(098)	001.3200.321107	55.00

One Check for General Account (TOTAL) _____

ITEMS FOR DEPOSIT		*G/L CODE*	*FEE*
Public Notice(News Paper)-Estimated	(607)	001.3200.321108	300.00
Certified Mailings – Estimated	(604)	001.3200.321108	45.00

One Check for Deposit Account (TOTAL) # 1000.00

FEES ARE NON REFUNDABLE!!!

Please Note: If during the review process, the initial deposit is not sufficient to cover the on-going review process, additional estimated calculated fees will be required before continuance of the review process.

Customer's Signature: _____ Rec'd By: _____

Date Paid:

Rev. 04-06-09

CITY OF FLAGLER BEACH
Special Exception Application Fee Sheet

Project Address: 2201 N. A1A Date: 10/5/11

Applicant: Albert Esposito (Dean Osterloh)

ITEM		*G/L CODE*	*FEE*
Application Fee **$600.00**	(505)	001.3200.329102	600.00
Zoning Review **$55.00**	(098)	001.3200.321107	55.00

One Check for General Account (TOTAL) 655.00

ITEMS FOR DEPOSIT		*G/L CODE*	*FEE*
Public Notice(News Paper)-Estimated(607)		001.3200.321108	50.00
Certified Mailings – Estimated	(604)	001.3200.321108	25.26

One Check for Deposit Account (TOTAL) ~~95.26~~ 301.26

FEES ARE NON REFUNDABLE!!!

Please Note: If during the review process, the initial deposit is not sufficient to cover the on-going review process, additional estimated calculated fees will be required before continuance of the review process.

Customer's Signature: Albert Esposito Rec'd By: Marlene

Date Paid:

RECEIVED
OCT 0 5 2011
BY:

Rev. 04-06-09

City of Flagler Beach
PO Box 70 105 South 2nd Street
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Special Exception – (SPEX)

PETITION NO.: _____

DATE: _____

Pursuant to Appendix A, Land Development Regulations, Section 2.06.01 of the Zoning Ordinance, I hereby request a Special Exception as described below:

PURPOSE FOR THE SPECIAL EXCEPTION PETITION: T/C change to Office

PETITIONER: Albert Esposito

PROJECT ADDRESS: 2201 N Oceanshore PHONE NO.: 386-439-5503-0936

OWNER OF SUBJECT PROPERTY: Dean Osterloh

ADDRESS: 14 Great Oak Road, St. James, NY 11780 PHONE NO.: 203-840-6430

PETITIONER'S RELATION TO SUBJECT PROPERTY: Owner's Realtor

ADDRESS/LEGAL DESCRIPTION: Sunrise Beach Sub Bl 2 LT 12 OR 57 PG 469 OR 81 PG 458 OR 100 PG 101 OR 222 PG 925 OR 319 PG 312 OR 494 PG 685 OR 583 PG 1978 OR 655 PG 1380 OR 983 PG 817

LOT: 12 BLOCK: 2 SUBDIVISION: Sunrise Beach ZONING DISTRICT: Tourist Commercial

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ATTACH JUSTIFICATION STATEMENTS ADDRESSING ALL SEVEN (7) REQUIREMENTS FOR THIS SPECIAL EXCEPTION REQUEST AS REQUIRED: (See Attachment "A" Special Exception Requirements.)

THIS IS TO CERTIFY THAT I AM THE OWNER AND/OR PETITIONER OF THE SUBJECT PROPERTY DESCRIBED IN THIS SPECIAL EXCEPTION PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF PETITIONER: _____ Pof A

SIGNATURE OF OWNER: See Power of Atty

DATE: 10/4/11

See attached Power of Attorney.

AS OWNER, I AUTHORIZE _____ TO ACT AS MY AGENT IN THIS MATTER.
PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APLICABLE.

NAME: _____

ADDRESS: _____

PHONE: _____

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

_____
SIGNATURE OF OWNER

_____
OWNER'S NAME (Print/Type)

_____
ADDRESS (Street, City) & Phone Number

This ____ day of _____, 20____. Who is personally known to me or has produced _____ as identification.

_____ _____
Commission Number & Expiration Notary Public

TO BE COMPLETED BY THE PLANNING & ZONING DEPARTMENT

ACCEPTED BY: _____ DATE: _____

PETITION #: _____

SPECIAL DURABLE POWER OF ATTORNEY

BE IT KNOWN BY THESE PRESENTS, That I ***Dean Osterloh*** have made, constituted and appointed and by these presents do make, constitute and appoint ***Albert Esposito,*** my true and lawful attorney and agent for me and my name, place and stead, and for my behalf and benefit:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that I now have or may hereafter acquire, relating to the following authorization: to bargain, sell, assign, transfer, convey (land and improvements) and lease said real property, to execute mortgages, notes, or accept a mortgage or other financing for said sale of said real property, to grant or accept options for all of said real estate transaction, to accept delivery of deeds (with or without mortgage assumption clauses); and to execute, deliver, or receive all closing papers pertaining thereto, and to otherwise conduct all other real estate transactions to wit:

   To secure a special exception permit for zoning at 2201 N Oceanshore, Flagler Beach, Florida 32136

2. To do and perform any act reasonably necessary to carry into effect the general and underlying purpose set forth above.

3. This instrument is to be construed and interpreted as a Special Durable Power of Attorney immediately effective upon the execution of this power. This Power of Attorney shall not be affected by my disability or incompetence. This instrument is to be delivered within the State of Florida and the laws of the State of Florida shall govern all questions as to the validity of this power and the construction of its provisions.

4. Third parties may rely upon the representations of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall have any liability to us or my estate as a result of permitting my agent to exercise any power.

5. If part of this agreement is adjudged invalid, the remaining parts are not affected and shall remain in full force and effect.

IN WITNESS WHEREOF, I have executed this Special Durable Power of Attorney immediately effective upon the execution of this power, on this 30 day of September, 2011.

WITNESSES:

[signature], property owner.

Sign Witness Name

Dean R Osterloh

Print Witness Name

Laura Bucke

Sign Witness Name

Laura Bucke

Print Witness Name

State of New York
County of Suffolk

I HEREBY CERTIFY that on Sept. 30, 2011, before me, an officer duly authorized to take acknowledgements, personally appeared Dean Roland Osterloh who is personally known to me or who has produced Drivers License as identification, and who executed the foregoing instrument.

WITNESS my hand and official seal on this 30 day of September 2011.

[signature] (SEAL)

Notary Public
My commission expires:

TINA M. GRENNAN
Notary Public, State of New York
No. 01GR6188736
Qualified in Suffolk County
Commission Expires: June 9, 2012

REQUEST FOR SPECIAL EXCEPTION OF
CITY OF FLAGLER BEACH ZONING CODE
JUSTIFICATION STATEMENT

This application should contain all the information required, as set forth in the Checklist of Required Items, as part of the Special Exception Application Information Packet.

Included in this packet are the following:

- Recorded warranty deed
- Owner's authorization
- Survey of property
- Aerial location map
- Check for application fee & zoning review
- Power of attorney from owner
- Description of business for which special exception is requested

Subject Property

The use of a portion of the property at 2201 N Oceanshore Blvd., Flagler Beach, FL 32136 requesting the exception for ***Safe Exit LLC***.
The business is an office and does not presently conform to the current zoning of Tourist/Commercial. As described on the document, "Schedule One Zoning, Schedule of Use Controls, City of Flagler Beach," the proposed business is listed as a permitted Special Exception Use.
The building consists of four entities; top floor is a coffee house/sandwich shop and a hair salon. Downstairs one area is vacant; the second is the business making this request.

Description of Business Seeking Exception

The business, ***Safe Exit LLC***, is a business of timeshare and resort property acquisitions and transfers. The company has two office representatives and one manager who operate as appointment setters and scheduling coordinators. When an appointment is made the company sends a consultant out to visit the prospective client generally at their home. The company sets an appointment, meets with the client, and acquisitions the resort property of

interested clients and forwards to their title company. Occasionally a situation might possibly dictate meeting at the office location.
Safe Exit LLC does not sell or advertise the resort property. The business is conducted 90% by telephone, email and fax and meeting at the client property.

This is a small office with business being conducted electronically and neighbors would probably not even know there was a business there. This business would be located on the bottom level at the back (near Central Avenue). The business of timeshare sales could be of potential interest to residents as well as visitors to Flagler Beach who might wish to purchase timeshares.

Impact on parking in the area generated by this business would be minimal. Parking would be off-street where the owner recently had the private parking area upgraded with pavers making it very attractive to residents and passers-by. There is parking on A1A for the coffee shop and parking on 22nd street for the salon. The timeshare business would require no more than three parking spaces.

Traffic generated by this business would have practically no impact on 22nd Street or Central Avenue.

There is no product involved in this business, so any loading area would not be required. Any ingress and egress to the office would be negligible and cause minimal interference at this location.

The use of this property for the business requesting the exception as it would be operated should not have any impact on the public in terms of health, safety, welfare or convenience.

The building currently has two businesses operating there. A three-person office should conform to the existing uses of the building.

Prepared By: RECORD AND RETURN TO:
LAW OFFICES OF KATZ & GREEN
1 Florida Park Drive South, Atrium Suite
Palm Coast FL
incident to the issuance of a title insurance policy.
File Number: 0306182
Parcel ID #: 361131-5630-00020-0120

Inst No:2003050843 Date:09/16/2003
Doc Stamp-Deed : 4137.00
GAIL WADSWORTH, FLAGLER Co. Time:13:20
Book: 983 Page: 817 Total Pgs: 1

OFF REC 0983 PAGE 0817

WARRANTY DEED
(INDIVIDUAL)

This WARRANTY DEED, dated **15th day of September, 2003**
by
JOSEPH KISH, a single man
whose post office address is:
224 Windsor Avenue, Port Orange, FL 32119
hereinafter called the GRANTOR, to
DEAN OSTERLOH, a single man
whose post office address is:
2201 N. Oceanshore Blvd., Flagler Beach, FL 32136
hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)
WITNESSETH: That the GRANTOR, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Flagler**County, Florida, viz:
Lot 12, Block 2, Sunrise Beach Subdivision, a subdivision according to the plat or map thereof described in Plat Book 1, at Page(s) 20, Public Records of Flagler County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2003** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE
FOLLOWING WITNESSES:

Signature: _____
Print Name: Witness #1: REGINA CINELLI

Signature: _____
Print Name: Witness #2:
J. Clay Gibson

_____
JOSEPH KISH

State of **Florida**
County of **Flagler**

THE FOREGOING INSTRUMENT was acknowledged before me on **09/15/2003** by:
JOSEPH KISH
who is personally known to me or who has produced Driver's License as identification and who DID take an oath.

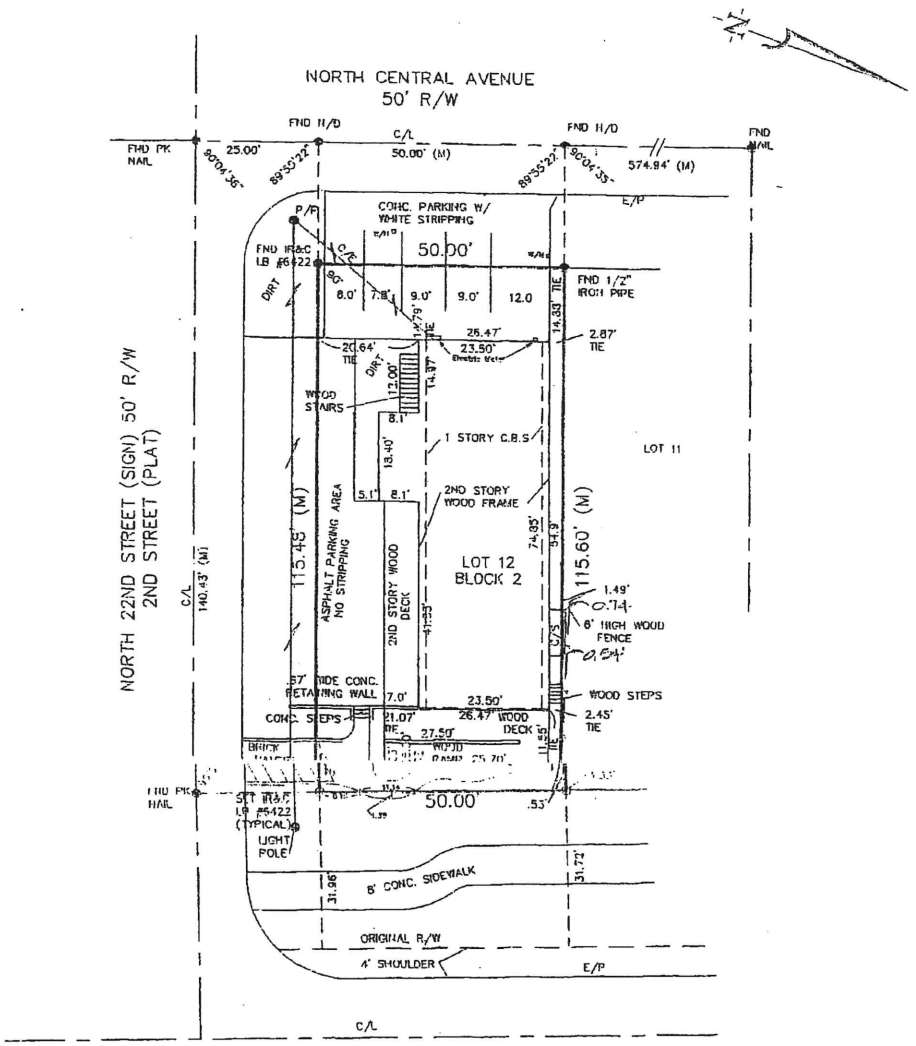
Notary Seal

Signature: _____
Print Name: _____
Notary Public

My Commission Expires

Nancy B. Mannino
Commission # CC 975424
Expires Nov. 18, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

ADDRESS: 2201 NORTH OCEAN SHORE BOULEVARD 05-3906 SCALE: 1"=20'



OCEAN SHORE BOULEVARD (100' R/W)
A.K.A. STATE ROAD A1A

DESCRIPTION:

LOT 12, BLOCK 2, SUNRISE BEACH SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 20, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

REVISIONS:
REVISED WALK 5-15-05

TYPE OF SURVEY: BOUNDARY

NOTES:
1. Underground improvements and utilities not located.
2. No bearings shown on plat.
3. Descriptions and easements shown provided by client.
4. No search for encumbering instruments was made by surveyor.
5. Error of closure meets or exceeds 1' in 7,500'.
6. Flood Zone "C", Panel No. 120087 0001B. Effective Date: 5/15/85. This location is based on maps prepared by the Federal Emergency Management Agency. Final location and Flood Zone determination rest with said agency. This surveyor assumes no responsibility for said location and determination.

PREPARED FOR:
DEAN OSTERLOH
4004 ACOMA DRIVE
ORMOND BEACH, FL 32174
(386) 846-3704

COUNTY: Flagler, FL
SEC: TWP: RGE:
OFF. NO.: 05-3906
DWG NAME: FLAGLER/PLATS/SUNRISE BEACH/BLK 2, LOT 12
DWG DATE: 5/11/05
FIELD DATE: 5/10/05
DRAWN BY: LH

STEPHENSON SURVEYING, INC.
4721 E. Moody Blvd. P.O. Box 1838 Bunnell, FL 32110
Orlando 288/437-2283 Daytona Beach 306/253-4725 Fax 904/437-0924

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027, Florida Statutes, and adopted by Chapter 61G17, Florida Administrative Code.

5-15-05

DAVID A. WILCOX, No. 3278
ROBERT DuPERRAULT, No. 6403
DAVID T. WILCOX, No. 5971
DAVID A. WILCOX, JR. No. 5749

City of Flagler Beach

P.O. Box 70 • 116 South 3rd Street
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2016

Notice of Public Hearing

SE 11-11-01: 2201 North Oceanshore Boulevard – Albert M. Esposito, applicant on behalf of the property owner, Dean Osterloh, requests a special exception to allow professional offices. The subject property is zoned as TC, Tourist Commercial, contains approximately 0.13 acre, and is generally located northwest of the intersection of 22nd Street North and North Oceanshore Boulevard.

The Planning and Architectural Review Board will consider the request and make a recommendation to the City Commission during a regular meeting on Tuesday, November 1, 2011, at 5:30 p.m., in the City of Flagler Beach Commission Chambers at 105 South 2nd Street, Flagler Beach, Florida.

The City Commission will conduct a quasi-judicial public hearing on Thursday, November 10, 2011, at 6:30 p.m., or as soon thereafter as possible, in the City of Flagler Beach Commission Chambers at 105 South 2nd Street, Flagler Beach, Florida.

All interested parties are invited to attend.

Please direct any questions to Chad T. Lingenfelter, AICP, PTP, City Planner, at (386) 517-2000 ext. 230.

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, or you may buy a CD of the meeting for $3.00 at the City Clerk's office. Copies of CDs are only made upon request. 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. 235 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.

01-12-31-0000-04050-0000
LEIFER PAUL &
MARSHA
% LAURA HOLCOMB
1668 BRUSH HILL LN
TALLAHASSEE, FL 32308-4973

01-12-31-2900-00060-0010
LISTER TRACI

9435 SE COVE POINT ST
TEQUESTA, FL 33469

01-12-31-5200-00000-0440
ELLIS GEORGE K IV

2524 CLAXTON DAIRY ROAD
DUBLIN, GA 31021

01-12-31-5200-00000-0200
OVERBECK RICHARD &
KATHLEEN H&W
4368 BOOMER ROAD
CINCINNATI, OH 45247

01-12-31-4450-00120-0070
CITY OF FLAGLER BEACH

PO BOX 70
FLAGLER BEACH, FL 32136

01-12-31-4450-00020-0080
HORVATH TIMOTHY &
SALLY VETTER HORVATH H/W
1339 N DAYTONA AVE
FLAGLER BEACH, FL 32136

01-12-31-4450-00130-001B
WIGGEN CRAIG ROBERT SR &
BRENDA ALICE H&W
1353 N DAYTONA AVE
FLAGLER BEACH, FL 32136

01-12-31-5200-00000-00A0
RIO MAR SUBDIVISION
HOMEOWNERS ASSOC INC
DEDICATED TO CITY OF FB
PO BOX 671
FLAGLER BEACH, FL 32136

01-12-31-2900-00060-0020
SANTO NICHOLAS &
TINA MARIE H&W
1360 N DAYTONA AVE
FLAGLER BEACH, FL 32136

01-12-31-5200-00000-0420
BOYCE HOWARD B &
JOAN A H&W
170 WILDWOOD CT
ELLIJAY, GA 30540

01-12-31-5200-00000-0470
RUSSACK DOUGLAS M &
MARGARET M H&W
209 MAPLE AVENUE
HACKETTSTOWN, NJ 07840

01-12-31-5200-00000-0210
MASIELLO RONALD &
CAROL A H&W
PO BOX 1767
FLAGLER BEACH, FL 32136-1767

01-12-31-4450-00120-0060
HORVATH TIMOTHY V &
SALLY V VETTER HORVATH H/W
1339 N DAYTONA AVE
FLAGLER BCH, FL 32136

01-12-31-4450-00130-001A
MILLER MARY L

3751 CANBERRA COURT
TITUSVILLE, FL 32780

01-12-31-2900-00160-0000
MOORE GLEN W &
SUSAN H&W
301 N 14 ST
FLAGLER BEACH, FL 32136

01-12-31-5200-00000-0450
GRILLO PETER G

1406 N DAYTONA AVE
FLAGLER BEACH, FL 32136

01-12-31-2900-00060-0000
MOLTKE ROBERT

181 S HIGHLAND AVE
PEAR RIVER, NY 10965

01-12-31-5200-00000-0430
ESTEBAN CECILIA G TRUSTEE

1410 N DAYTONA AVE
FLAGLER BEACH, FL 32136-2910

01-12-31-5200-00000-0190
DELK THOMAS & ANDREA SERATTE
H&W
5146 W WHISPERING WIND DRIVE
GLENDALE, AZ 85310

01-12-31-5200-00000-0230
MARQUES MANUEL
LIFE ESTATE
1401 N CENTRAL AVE
FLAGLER BEACH, FL 32136

01-12-31-4450-00120-0040
LALONDE KENNETH ALLAN

1335 N DAYTONA AVENUE
FLAGLER BEACH, FL 32136

01-12-31-2900-00160-0010
CITY OF FLAGLER BEACH

PO BOX 70
FLAGLER BEACH, FL 32136

01-12-31-0350-00090-0010
FIFTH THIRD BANK

PO BOX 630412
CINCINNATI, OH 45263-0412

01-12-31-5200-00000-0220
PAWLOWSKI ALLEN AND
PHILOMENE
1403 NORTH CENTRAL AVENUE
FLAGLER BEACH, FL 32136

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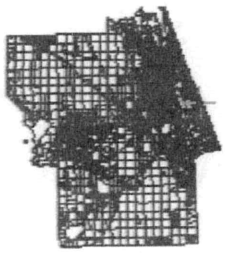
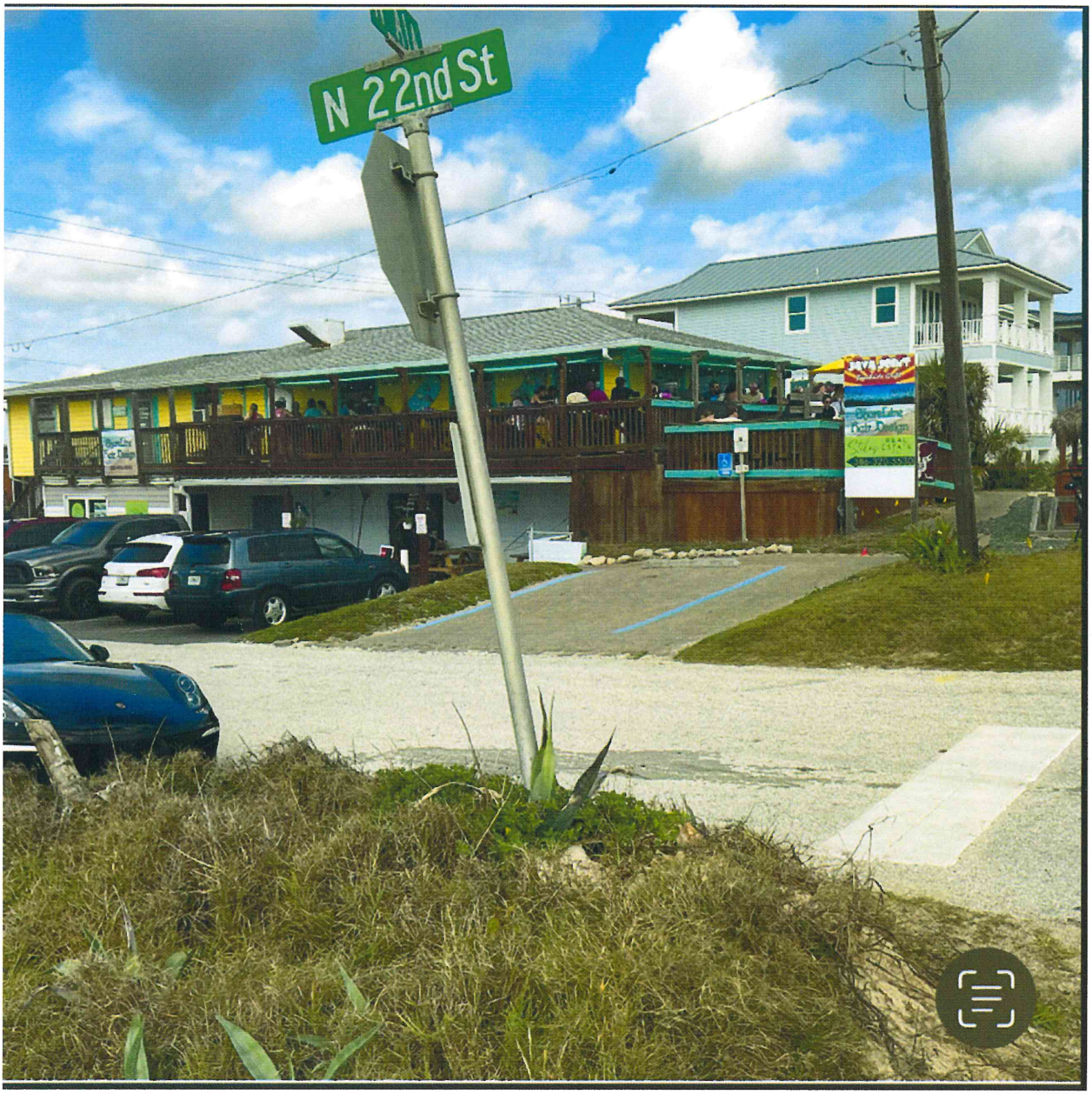
20

Flagler County Property Appraiser			
Parcel: 36-11-31-5630-00020-0120 Sqft: 5790			
Name:	OSTERLOH DEAN	Land Value:	150,000
Site:	2201 OCEANSHORE BLVD N	Building Value:	110,170
Sale:	$591,000 on 09-2003 Vacant=N Qual=Q	Misc Value:	12,911
Mail:	14 GREATOAK ROAD SAINT JAMES, NY 11780	Just Value:	273,081
		Assessed Value:	273,081
		Exempt Value:	0
		Taxable Value:	273,081



The Flagler County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER FLAGLER COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 10/05/11 : 10:31:36


N 22nd St

Colleen Kuhn

From: brentjcrego@gmail.com
Sent: Wednesday, July 1, 2026 9:28 AM
To: Colleen Kuhn
Cc: brentjcrego@gmail.com
Subject: External - FW: 2201 N Ocean Shore Blvd Technical Violations Section
Attachments: Waste TippyCarts stored next to CO Tanks.jpeg; Waste TippyCarts stored under Staircase next to CO Tanks.jpeg

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.

From: brentjcrego@gmail.com
Sent: Monday, March 16, 2026 2:12 PM
To: 'Michele Ficocello' <MFicocello@CityofFlaglerBeach.com>
Subject: 2201 N Ocean Shore Blvd Technical Violations Section

Good afternoon Michele,

Adding to the administrative record: The neighbor is now storing commercial waste TippyCarts under the primary exit stairs. This is a direct violation of the Florida Fire Prevention Code. NFPA 1 Section 10.18.3 Combustible Waste in Means of Egress and Storage Under Stairs (NFPA 1 & 101).

We expect the City to address this Life Safety Emergency immediately. Please document to the correct parties.

Thank you,
Brent Crego

Waste Tipplants Stored under Staircase next to Co tanks

Waste Tipplants Stored next to Co tanks

Colleen Kuhn

From: brentjcrego@gmail.com
Sent: Wednesday, July 1, 2026 9:29 AM
To: Colleen Kuhn
Cc: brentjcrego@gmail.com
Subject: External - FW: Complaint 2201 N Ocean Shore Blvd - ENCROACHMENTS OVERBUILT SPECIAL EXCEPTION
Attachments: June 26 property line string no trespassing 2205 N Ocean Shore.pdf; June 26 Garbage encroachment no room with parking space OverBuilt Special Exception 2201 north.pdf; June 26 garbage encroachment on 2205 by 2201 leaves garbage no room OverBuilt Special Exception.pdf; June 26 garbage encroachmen lift on 2205 property by 2201 n ocean.pdf

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.

From: brentjcrego@gmail.com
Sent: Friday, June 26, 2026 12:26 PM
To: 'Michele Ficocello' <MFicocello@CityofFlaglerBeach.com>; 'Penny Overstreet' <POverstreet@CityofFlaglerBeach.com>
Subject: Complaint 2201 N Ocean Shore Blvd - ENCROACHMENTS OVERBUILT SPECIAL EXCEPTION

Good afternoon Michele and Penny,

Please see attached pictures of Garbage Cans Tippy Carts Encroachment on my property.

2201 N Ocean Shore Blvd Overbuilt Special Exception. Is this another Complaint I should file?

Please advise.

Thank you,
Brent

From: Michele Ficocello
Sent: Monday, March 16, 2026 2:37 PM
To: brentjcrego@gmail.com
Subject: RE: External - 2201 N Ocean Shore Blvd Technical Violations Section

Hello Brent,

I have forwarded the information provided to the Fire Inspector and Code Enforcement. I will forward the response once I receive it.

Thank you,

Michele Ficocello
Planning Technician
Office: (386) 517-2000 ext. 231
Cell: (386) 285-3333
Address: 800 S. Daytona Avenue, Flagler Beach, FL 32136
www.cityofflaglerbeach.com
City of Flagler Beach Facebook
My Flagler Beach App

Florida has a very broad Public Records Law. Virtually all written communications to or from state and local officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your email address and any attachments and information we receive online might be disclosed to any person or media making a public records request. Email sent on City systems will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual exempt under 119.071, Florida Statutes, please indicate so in your email or other communication. If you have any questions about the Florida public records law, refer to Chapter 119 Florida Statutes.

From: brentjcrego@gmail.com <brentjcrego@gmail.com>
Sent: Monday, March 16, 2026 2:12 PM
To: Michele Ficocello <MFicocello@CityofFlaglerBeach.com>
Subject: External - 2201 N Ocean Shore Blvd Technical Violations Section

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.

Good afternoon Michele,

Adding to the administrative record: The neighbor is now storing commercial waste Tippy Carts under the primary exit stairs. This is a direct violation of the Florida Fire Prevention Code. NFPA 1 Section 10.18.3 Combustible Waste in Means of Egress and Storage Under Stairs (NFPA 1 & 101).

We expect the City to address this Life Safety Emergency immediately. Please document to the correct parties.

Thank you,
Brent Crego

June 26 property line string no trespassing 2205 N Ocean Shore

June 26 Garbage encroachment no room with parking space Overbuilt Special Exception 2201 North

June 26 garbage encroachment on 2205 by 2201 leaves garbage no room Overbuilt special Exception

June 26 garbage encroachment lift on 2205 property by 2201 n ocean

Colleen Kuhn

From: brentjcrego@gmail.com
Sent: Wednesday, July 1, 2026 9:24 AM
To: Colleen Kuhn
Cc: brentjcrego@gmail.com
Subject: External - Commission Meeting Data Crego
Attachments: IMG_5356.jpg

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.

Good morning Colleen,
Please print the Complaint Form and I will forward the listed the emails below so you can print the emails with the attachment's for the Commission Meeting handouts.

Email list:

1. March 3 2026 Email to Lou Rodigues Waste Manager with attachments
2. March 11 2026 Email to Dale Martin City Manager with attachments Should be March 16, 2026 per: Mr. Crego
3. March 16 2026 Email to Planning Technician with attachments
4. June 26 2026 Email to City Clerk and Planning Technician with attachments

Thank you,
Brent
612-991-3016

From: Colleen Kuhn
Sent: Tuesday, June 30, 2026 3:56 PM
To: brentjcrego@gmail.com
Subject: Test

Colleen Kuhn
Deputy City Clerk
Office: (386) 517-2000 ext. 235
Address: 105 S. 2nd Street, Flagler Beach, FL 32136
www.cityofflaglerbeach.com
City of Flagler Beach Facebook
My Flagler Beach App

Florida has a very broad Public Records Law. Virtually all written communications to or from state and local officials and employees are public records available to the public and media upon request. The City of Flagler Beach's policy does not differentiate between personal and business emails. This means email messages, including your email address and any attachments and information we receive online might be disclosed to any person or media making a public records request. Email sent on City systems will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual exempt under 119.071, Florida Statutes, please indicate so in your

email or other communication. If you have any questions about the Florida public records law, refer to Chapter 119 Florida Statutes.

City of Flagler Beach
Planning & Zoning Department
P.O. Box 70 * 800 S Daytona Ave.
Flagler Beach, FL 32136
www.cityofflaglerbeach.com

RECEIVED
FEB 24 2026
City of Flagler Beach
Building Department

Code Enforcement Complaint Form

Submit the completed complaint form to Code Enforcement at jgifford@cityofflaglerbeach.com or shingbaugh@cityofflaglerbeach.com or by calling 386-517-2000 ext. 249 or ext. 247.

Per Florida State Statute 125.69(b) "A person designated as a code inspector may not initiate an investigation of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint. A person who reports a potential violation of a code or an ordinance must provide his or her name and address to the governing body of the respective board of county commissioners before an investigation occurs.

Date Filing Compliant: 2/24/26

Person Filing Complaint*: BRENT AND EVELYN CREGO

Address*: 2205 N. OCEANSHORE BLVD. Flagler Bch.

Phone: 612-991-2016 Email: BRENTJCREGO@GMAIL.CO

Address of Alleged Violation: SETBACK / 0-FOOT

Description of Violation (s): STAIRCASE/AC UNITS/EQUIPMENT
GARBAGE BINS/WOODEN FENCE ENCROACHMENT
Attached are photos and our property line is identified

I am attaching supporting documentation to this complaint form: ☒ Yes ☐ No

Please note: the City is NOT contacting you to notify or report their investigative findings.

STAFF USE ONLY

Date Received: 2/24/2026 Staff Name: Michael Fiscella

Complaint Received Via: ☒ Office Visit ☐ Phone ☐ Email ☐ Online

Action Taken: Filed to Code Enforcement

Date Action Taken: 2/24/2026

Case Number (if applicable):

Revised 4/8/2025

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 23, 2026
Item Name:	Resolution 2026-51. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a proposal from Environmental Control Systems, Inc. (ECS) for rehabilitation work at the N. 20th Street Lift Station (LS-04), authorizing a project budget in the amount of $295,500.00; providing for funding, implementation, conflict and an effective date.

Background:

The City of Flagler Beach operates and maintains 28 wastewater lift stations throughout the community. The N. 20th Street Lift Station has been identified by staff as requiring full rehabilitation due to aging mechanical components, deteriorated piping, outdated electrical systems, and structural deficiencies within the wet well. These conditions increase the risk of operational failure, sanitary sewer overflows, and regulatory non-compliance.

Environmental Control Systems, Inc. (ECS), a qualified local contractor, submitted a detailed proposal dated June 2, 2026, outlining a comprehensive rehabilitation of the lift station. The proposal includes complete demolition of existing components, installation of new mechanical and electrical systems, bypass pumping, structural improvements, and all necessary labor, materials, and equipment.

The ECS proposal provides a turn-key rehabilitation package that restores the lift station to reliable operating condition and extends its service life. Staff has reviewed the proposal and determined that the scope of work is necessary and appropriate to ensure continued wastewater service reliability.

- The N. 20th Street Lift Station is a critical component of the City's wastewater collection system.

Existing components are deteriorated and at risk of failure, which could result in:

- Sanitary sewer overflows
- Environmental impacts

- Regulatory violations
- Emergency repair costs

The proposed rehabilitation:

- Replaces all major mechanical and electrical components
- Improves operational reliability and safety
- Reduces long-term maintenance costs
- Ensures compliance with current electrical and safety standards
- Extends the useful life of the lift station
-

ECS is a qualified local contractor with experience performing similar work for the City.

Fiscal Impact:

Funding for the project will be drawn from the City's Utility Maintenance Fund.
Total Project Cost:
$295,500.00
No budget amendment is required.
Funding shall be provided from the appropriate Utility Capital Fund labeled as "Utility Maintenance – Wet Well Rehabs".

Staff Recommendation:

Staff recommends approval of Resolution 2026-51, approving the proposal from Environmental Control Systems, Inc. (ECS) for rehabilitation of the N. 20th Street Lift Station, in an amount not to exceed $295,500.00.

Attachments:

1. Resolution 2026-51
2. ECS Proposal
3. RCM Utility Proposal
4. Proposal Tabulation Sheet LS-04
5. LS-04 Proposal Tabulation
6. LS-04 Flagler Beach
7. Aggregate Visible
8. Defective Pipe Seal
9. Infiltration Stains

RESOLUTION 2026-51

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENVIRONMENTAL CONTROL SYSTEMS, INC. (ECS) FOR REHABILITATION WORK AT THE N. 20TH STREET LIFT STATION; AUTHORIZING A PROJECT BUDGET IN THE AMOUNT OF $295,500.00; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach owns, operates, and maintains a network of wastewater lift stations that provide essential sanitary sewer conveyance and protect public health and the environment; and,

WHEREAS, the N. 20th Street Lift Station has been evaluated by staff and determined to require full rehabilitation due to aging components, deteriorated piping, outdated electrical systems, and structural deficiencies within the wet well; and,

WHEREAS, Environmental Control Systems, Inc. (ECS), a qualified local contractor, submitted a detailed proposal dated June 2, 2026, outlining the complete demolition of existing components and installation of new mechanical, structural, and electrical systems necessary to restore the lift station to reliable operating condition; and,

WHEREAS, the ECS proposal includes bypass pumping, demolition of existing components, concrete cutting and core drilling, installation of new pumps, valves, risers, base elbows, HDPE piping, stainless steel hardware, above-ground valve assemblies, line stops, electrical rehabilitation, new control panel and alert system, and all labor, equipment, and materials required to complete the project; and,

WHEREAS, the total cost of the ECS proposal is $295,500.00, which includes all labor, materials, equipment, bypass systems, electrical work, and installation of new lift station components; and,

WHEREAS, staff has reviewed the proposal and determined that the scope of work is necessary to ensure continued wastewater service reliability, reduce the risk of system failure, and maintain compliance with regulatory requirements and finds that approval of the ECS proposal is in the best interest of the City and its residents, as the improvements will enhance system resilience, reduce maintenance costs, and extend the operational life of the lift station.

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 approves the proposal from Environmental Control Systems, Inc. for rehabilitation of the N. 20th Street Lift Station in an amount not to exceed Two Hundred Ninety-Five Thousand Five Hundred Dollars ($295,500.00). Funding shall be provided from the appropriate Utility Capital Fund labeled as “Utility Maintenance – Wet Well Rehabs”.

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 23rd day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Environmental Control Systems, Inc
P.O. Box 1175
Bunnell, FL 32110 USA
3865865646
office@flaglerseptic.com
https://www.flaglerseptic.com

Proposal

ADDRESS
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

PROPOSAL # 29021B
DATE 06/02/2026

JOB LOCATION
N 20th street lift station

ACTIVITY	AMOUNT
Proposal We hereby submit specifications and estimate for repairs to existing lift station Scope of repairs to include demolition of all existing components reconfigure and install all new components. Wet well to be coated by others	0.00
Bypass and 4000 gallon pump truck Provide bypass equipment to facilitate repairs to station while keeping service to all customers Bypass will require 3 manholes be plugged each with its own bypass pump and emergency alarm and notification apparatus Each will have to be connected to existing pump out connection which will require additional piping ,driveway crossings and MOT. Furthest fron wet well may require wet tap and an additional pump out adapter installed. Price includes delivery ,set up and maintenance.. System will require 4 pumps , one at each hole and 1 back up in case of emergency. Fuel charge approx 3 gallons per pump per day x 30 days equals 41500 +-. Provide 4000 gallon pump truck as backup in emergency situations and to pump and clean repair area Bypass will remain for up to 30 days Lift station must be completely dry for up to 3 days while coatings are applied by others	40,000.00
MOT Provide all necessary equipment and labor to control traffic and protect the public Site work housekeeping to be done daily	2,500.00
Concrete Cutting and Core drill Necessary for modifications to wet well Cut 12" top slab to facilitate installation of custom hatch cover and demo of existing discharge. Discharge to be turned 180 degrees which will require 3 new core drilled openings for new discharge Concrete cutting and core drill only	6,500.00
Modification Modification to existing wet well : remove existing filet Level floor prior to coating Patch existing discharge piping penetrations prior to coating Repair existing lid to facilitate installation of new hatch Maintain bypass during coating process	0.00
Parts / Materials Parts :Provide and install:	169,000.00

ACTIVITY	AMOUNT
HDPE piping and fittings inside wet well Above ground Valve Assy as per city standard Includes all valves, check valves ,emergency pump out connection All above ground fittings will be ductile iron 4" flanged fittings with proper interior coatings for sewer.(see Photo) All SS mounting hardware All necessary piping to reconnect to existing FM Conduit to new electrical rack Provide Line stop to facilitate connection Install city supplied hatch cover and 1/2" SS mounting plates Concrete repairs to wet well and hatch Confined Space Safety Equipment, personnel and permits Labor ,Equipment and fuel needed to complete project	
Electrical Rehab Provide new Rack for meter and control panel Raise to proper height install new control panel and Alert system All work done by licensed electrician as per city standard See Photo Permit included	37,500.00
Pump Package Duplex Pump Package including 2pumps, matching control panel,4 level controls and complete rail system with base elbows. Not to exceed	40,000.00
Services Make wet well accessible for coatings by ESS	0.00
Full Terms ***All materials are guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs,will be executed only upon written orders, and will become an extra charge over and above the estimate. Not responsible for underground utilities, landscaping, install sod to cover system for inspection if needed,sprinklers,irrigation lines, sidewalks, driveways and patios damaged during septic system installation and or underground utility installation. All agreements contingent upon strikes, accident, and or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of undersigned. ***We hereby propose to furnish labor and materials complete in accordance with above specifications, for the total amount shown with payment made as follows: Progressive payments All service pricing anticipates payment by Check or ACH. Due to additional costs incurred, services paid by credit card will require an additional "pass through" 3% processing fee in order to be accepted. ***Terms and conditions: 1.5% or $20.00, whichever is greater will be charged for past due accounts over 30 days past due.	0.00

Thank you for supporting a locally owned business. We except Cash, Credit Cards and checks. Payment due at service, unless other arrangements are made.

TOTAL **$295,500.00**

Accepted By

Accepted Date

Fax# 386-586-5664

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 39507796
Estimate Date 6/9/2026

Billing Address
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136 USA

Job Address
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136 USA

Description of work

- RCM Utilities is to supply all the following materials and workmanship for the following scope of supply :

- Supply and maintain a duplex emergency by pass system with emergency alarm / call protection
- Remove and demolish the existing top slab, valving, risers, and base elbows
- Vac out and clean wet well
- Perform a 6" line stop on the existing force main and a new 4 - 6" isolation valve (MJ PLUG valve)
- Install (1) new wet well top slab with Saftey fall protection included
- Install (2) new 4" base elbows
- Install (2) new 4" HDPE risers from the new base elbows to the new above ground valving with SS 316 bracing as needed
- Install (2) new flanged check valves and plug valves with a 4" bypass pump off connection.
- Tie in the new above ground valving to the existing force main
- Install one pre cast generator pad to be 144"X96"X8"

Electrical

Demo and remove existing rack structure, control panel, and other electrical components and turn over to customer.
Installation of new 50’ of 240V, 3 phase, 100A service. Including meter can and 304SS disconnects.
Install new electrical rack made of 3” aluminum posts and 316SS Unistrut.
Install new control panel and RTU with all necessary conduit and wire.
304SS j-box to be installed under control panel for conduits going into wet well.
2” SCH 80 PVC conduit to wet well encased in concrete.
Proper grounding as required.
Electrician present during start up.
All worked performed to 2020 NEC standards.

NOTES

- RCM Utilities is to warrant all supplied materials and workmanship to be free of defects for the period of one year after installations
- Site restoration is to include backfill and compaction ONLY. All sod seed and other landscape to be performed by others
- City of Flagler Beach is to be responsible for the location decisions of the generator pad
- This proposal DOES NOT include the following
1. PCP, pumps, or level controls.
2. Any cutting of sidewalks and driveways.
3. Any sod, seeding, mulching and landscaping of disturbed areas.
4. Housekeeping pad around equipment rack.

Sub-Total	$192,700.00
Tax	$0.00
Total Due	$192,700.00
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be

liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this

Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

Proposal Tabulation Sheet

Lift Station #4

(North 20th Street)

Southern Underground Industries, Inc.	NO RESPONSE
Clearwater Solutions, LLC	NO RESPONSE
All State Civil	NO RESPONSE
Gravity Services	NO RESPONSE
U.S. Water Services Corp	NO RESPONSE
RCM Utilities	$192,700.00 (Incomplete)
Environmental Control Systems	$295,500.00

PROPOSAL TABULATION

N. 20th Street Lift Station Rehabilitation City of Flagler Beach – June 2026

Vendor	Proposal Amount	Scope Summary	Response Status
Environmental Control Systems, Inc. (ECS)	**$295,500.00**	Full lift station rehabilitation including demolition, bypass pumping, new mechanical components, HDPE risers, base elbows, above-ground valve assembly, line stop, electrical rack, control panel, RTU, conduit, structural repairs, and all labor/equipment.	**Responsive – Complete Proposal Received**
RCM Utilities, LLC	**$192,700.00**	Partial rehabilitation including slab, risers, elbows, valves, bypass connection, electrical rack, panel, RTU, conduit, generator pad. *Does not include pumps, PCP, level controls, or wet well coating.*	**Responsive – Scope Not Equivalent**
All State Civil Construction, Inc.	—	—	**No Response**
Clearwater Solutions, LLC	—	—	**No Response**
Gravity Services Inc.	—	—	**No Response**
Southern Underground Industries, Inc.	—	—	**No Response**
U.S. Water Services Corporation	—	—	**No Response**

City of Flagler Beach
Manhole Field Inspection Form

Asset No. LS-4
Inspector's Name: Juan Rangel
Basin:
Certificate: NASSCO P0056944-102025
Date: 04/30/2026

General Site Information

Purpose of Survey:	Inspection Level:	Inspection Status:	Pre-Cleaning:	Weather:
Pre-rehabilitation	2	Remote Inspection	No	Dry

Location

Manhole/Access Point:	Location Code:	Street:	City:	Surface Type:
Access Wet Well		1956 N Daytona Ave	Flagler Beach	Grass/Dirt Gravel

General Site Information Comments:

Manhole & Measurements

MH Use:	Access Type:	Evidence of Surcharge:	Northing:	Easting:
Sanitary	Access Wet Well	No	N/A	N/A

Manhole Depth (ft):	Rim to Invert (ft):	Rim to Grade (ft):	Grade to Invert (ft):	Coordinate System:
N/A	13.44	0	13.44	N/A

Comments:

Cover & Cover Insert

Cover Type:	Cover Shape:	Size (inches):	Size Width (inches):
Hatch(Single)	Rectanagular	54	36

Cover Material:	Hole Diameter (Vent) (inches):	Hole Number:	Bearing Surface Diameter (inches):
Steel	N/A	N/A	2

Bearing Surface Width (inches):	Cover/Frame Fit:	Cover Condition:
2	Sound	Sound

Insert Material:	Cover Insert Condition:	Additional Cover Comments:
None	N/A	

Ring & Frame

Ring Type:	Ring Material:	Ring Condition:	
Solid	Steel	Sound	

Frame Material:	Bearing Surface Width (inches):	Bearing Surface Depth (inches):	Clear Opening Diameter (inches):
Steel	2	2	48

Clear Opening Width (inches):	Frame Condition:	Seal Condition:	Seal Inflow:
30	Sound	Sound	None

Comments:

Chimney & Cone

Chimney Present:	Chimney Material:	Chimney Depth (ft):	Chimney Lining Material:	Chimney Condition:
No				

Cone Type:	Cone Material:	Cone Depth (ft):	Cone Lining Interior:	Cone Condition:
Flat Top	Precast	.75	None	Sound

Comments:

Wall & Steps

Wall Material:	Wall Depth (feet):	Wall Infiltration:	Wall Condition:	Number of Steps:	Step Material:
Precast	13.44	Yes	Defective	0	N/A

Comments:
Infiltration Stains, Aggregate Visible, Weeper from pipe seal

Bench & Channel

Bench Present:	Bench Material:	Bench Lining:	Bench Condition:
N/A	N/A	N/A	N/A

Channel Installed:	Channel Material:	Type:	Channel Exposure:
N/A	N/A	N/A	N/A

Channel Condition:	Comments:
N/A	Not Visible

City of Flagler Beach
Manhole Field Inspection Form

Asset No. | Basin: | Date:
Inspector's Name: | Certificate:

Outgoing Sewer Main

No data to cross-reference

To Manhole	Clock Pos**	Rim to Invert Depth (ft)	Direction	Material	Shape	Diam. (in)	Width (in)	Pipe Condition	Seal Condition	Pipe Type
	6									

** Outgoing sewer main Clock position is always 6 o

Incoming Sewer Mains

From Manhole	Clock Pos	Rim to Invert Depth (ft)	Direction	Material	Shape	Diam. (in)	Width (in)	Pipe Condition	Seal Condition	Pipe Type

Sewer Main Connectivity Different? **Comme**

Incoming Service Lines

Lateral ID	Clock Pos	Rim to Invert Depth (ft)	Direction	Material	Shape	Width (in)	Pipe Condition	Seal Condition	Pipe Type

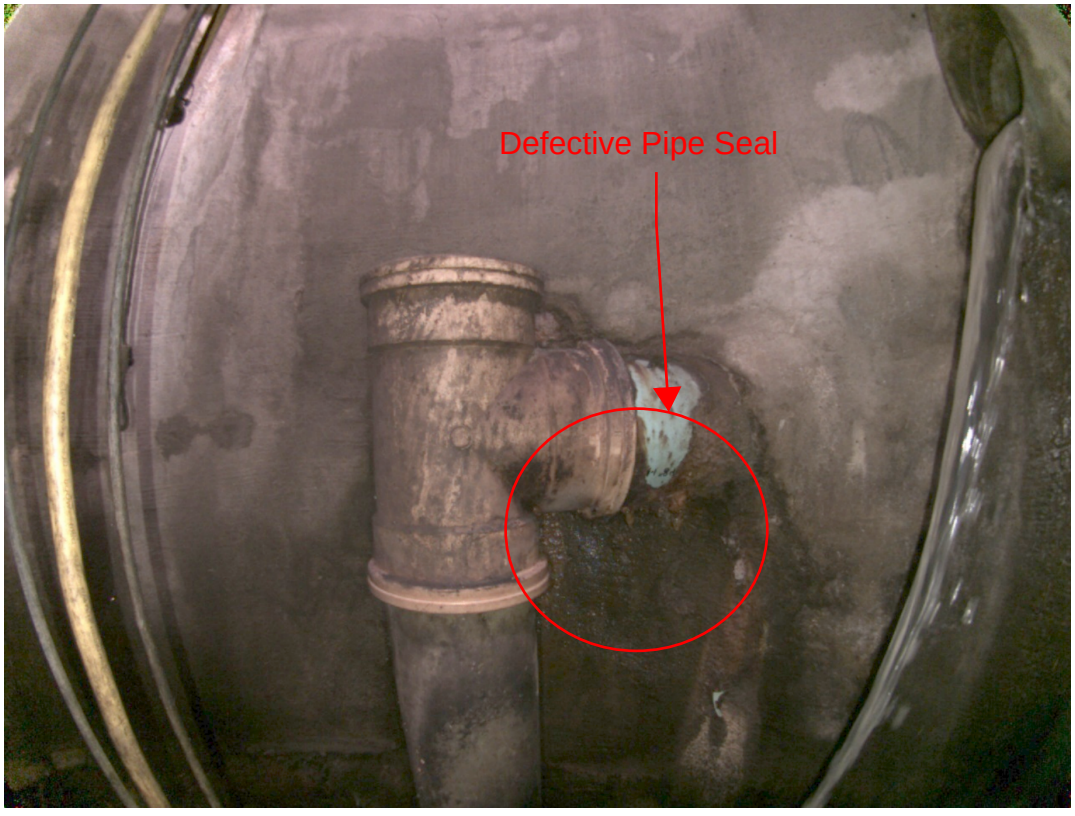
Assessment

Structural Rating: 1 2 (3) 4 5
O & M Rating: 1 (2) 3 4 5
Does MH Require Full Inspection: Y | (N)
Comment:
Stop Active Infiltration
Prep Manhole Frame, Chimney, Cone, and Wall for Coating Application
Coat Cone, Walls, Bench, and Channel with an Approved Coating System

Manhole Sketch

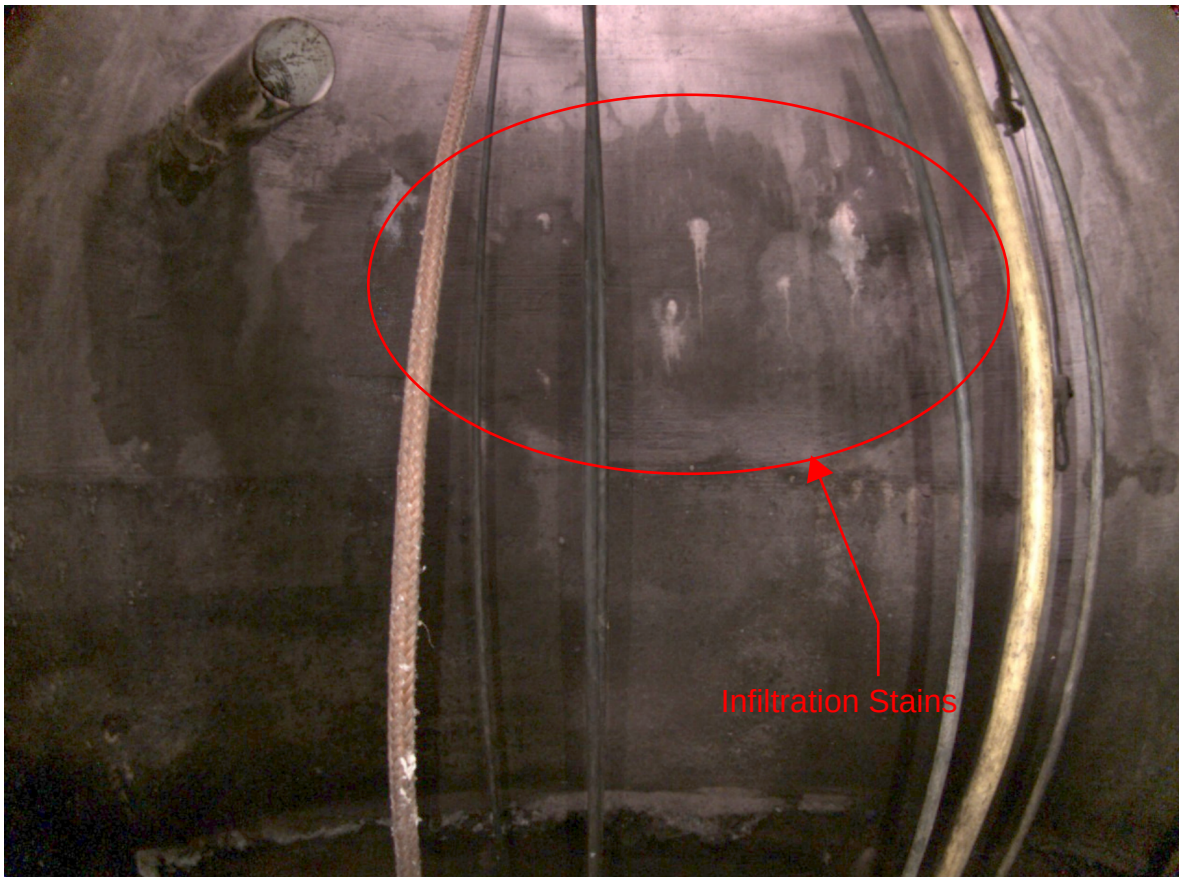
City of Flagler Beach
Manhole Field Inspection Form

Asset No. Basin: Date:
Inspector's Name: Certificate:



City of Flagler Beach
Manhole Field Inspection Form

Asset No. Basin: Date:
Inspector's Name: Certificate:



Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 23, 2026
Item Name:	Resolution 2026-57. A Resolution by the City Commission of the City of Flagler Beach, Florida, accepting the proposal from Environmental Control Systems, Inc. for the rehabilitation of Pump Station 8; approving a project budget in the amount of $291,000.00; providing for funding, implementation, conflict, and an effective date.

Background:

Pump Station 8 (located at Moody Lane and Lantana Avenue) is a critical component of the City's wastewater collection system and requires full rehabilitation to maintain operational reliability, protect public health, and ensure compliance with applicable standards. The station's existing valving, piping, electrical components, and pump assemblies have reached the end of their useful life and must be replaced to prevent service interruptions and potential environmental impacts.

City staff solicited proposals from qualified contractors for the complete rehabilitation of Pump Station 8. The scope includes:

- Full bypass operations for up to 30 days
- Demolition of existing components
- Installation of new HDPE and ductile iron piping
- New above-ground valving assembly
- New duplex pump package and rail system
- Electrical rack, control panel, alert system, and conduit upgrades
- Concrete cutting, core drilling, and wet well modifications
- Confined space safety measures and site protection

Environmental Control Systems, Inc. (Flagler Septic) submitted a comprehensive proposal dated June 24, 2026, totaling $291,000.00. The proposal includes all labor, materials, bypass equipment, demolition, reconstruction, electrical work, pump package installation, concrete modifications, and safety requirements necessary to complete the project in accordance with

City standards.

RCM Utilities, LLC submitted an estimate dated June 10, 2026, totaling $169,938.00. However, staff determined that RCM Utilities has been non-responsive to multiple attempts to obtain clarifications.

The submitted quote omits several essential scope items, including:

- Line stop installation
- Concrete restoration
- Level controls
- Pump-off connection
- Site restoration beyond basic backfill

The omissions indicate that the proposal does not reflect the full and correct scope of work required for Pump Station 8.

Based on responsiveness, completeness of scope, and alignment with City standards, staff recommends acceptance of the Environmental Control Systems, Inc. proposal.

Fiscal Impact:
The total project cost is $291,000.00. Funding will be drawn from the appropriate wastewater capital account. No additional fiscal impacts are anticipated beyond the approved project budget.

Staff Recommendation:

Staff recommends approval of Resolution 2026-57, accepting the proposal from Environmental Control Systems, Inc. for the rehabilitation of Pump Station 8 in an amount not to exceed $291,000.00.

Attachments:
1. 2026-57 PS-08
2. Proposal Flagler Septic Pump Station 08
3. Proposal RCM Utilities Pump Station 08
4. Proposal Tabulation Sheet PS-08
5. PS-08 Proposal Tabulation
6. Aggregate Visible
7. Defective Pipe Seal
8. Exposed Aggregate

RESOLUTION 2026-57

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ACCEPTING THE PROPOSAL FROM ENVIRONMENTAL CONTROL SYSTEMS, INC. FOR THE REHABILITATION OF PUMP STATION 8; APPROVING A PROJECT BUDGET IN THE AMOUNT OF $291,000.00; PROVIDING FOR FUNDING, IMPLEMENTATION, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Pump Station 8 is a critical component of the City's wastewater collection system and requires full rehabilitation to maintain operational reliability, protect public health, ensure compliance with applicable standards; and,

WHEREAS, City staff solicited proposals for the rehabilitation of Pump Station 8, including demolition of existing components, installation of new valving and piping, electrical upgrades, bypass operations, pump package replacement, concrete modifications, and associated safety and site work; and,

WHEREAS, Environmental Control Systems, Inc. (Flagler Septic) submitted a comprehensive proposal dated June 24, 2026, totaling $291,000.00, which includes all labor, materials, bypass operations, demolition, reconstruction, electrical rehabilitation, duplex pump package, concrete cutting and core drilling, confined space safety measures, and all work necessary to complete the project in accordance with City standards; and,

WHEREAS, the Flagler Septic proposal demonstrates a complete and accurate understanding of the full scope of work required, including the need for a 30-day bypass system, multiple manhole pump setups, emergency backup systems, concrete modifications, HDPE piping, ductile iron fittings, new control panel installation, and full pump system replacement; and,

WHEREAS, RCM Utilities, LLC submitted an estimate dated June 10, 2026, in the amount of $169,938.00; however, the contractor has been non-responsive to staff's attempts to obtain clarifications, and the submitted quote omits multiple essential scope items, including line stop installation, concrete restoration, level controls, pump-off connection, and other required components, indicating that the proposal does not reflect the full and correct scope of works; and,

WHEREAS, based on responsiveness, completeness of scope, and alignment with City standards, staff recommend acceptance of the proposal submitted by Environmental Control Systems, Inc.; and,

WHEREAS, staff find that proceeding with the recommended contractor is necessary to ensure reliable wastewater service, protect public health, and maintain the integrity of the City's utility infrastructure.

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 accepts the proposal from Environmental Control Systems, Inc. for the rehabilitation of Pump Station 8, in an amount not to exceed Two Hundred Ninety-One Thousand Dollars ($291,000.00). Funding shall be provided from the appropriate wastewater capital account.

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 23rd day of July, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Environmental Control Systems, Inc
P.O. Box 1175
Bunnell, FL 32110 USA
3865865646
office@flaglerseptic.com
https://www.flaglerseptic.com

Proposal

ADDRESS
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

PROPOSAL # 29031B
DATE 06/24/2026

JOB LOCATION
N Lantana

ACTIVITY	AMOUNT
Proposal We hereby submit specifications and estimate for repairs to existing lift station Scope of repairs to include demolition of all existing components reconfigure and install all new components. Wet well to be coated by others	0.00
Bypass and 4000 gallon pump truck Provide bypass equipment to facilitate repairs to station while keeping service to all customers Bypass will require 3 manholes be plugged each with its own bypass pump and emergency alarm and notification apparatus Each will have to be connected to existing pump out connection which will require additional piping ,driveway crossings and MOT. Furthest fron wet well may require wet tap and an additional pump out adapter installed. Price includes delivery ,set up and maintenance.. System will require 4 pumps , one at each hole and 1 back up in case of emergency. Fuel charge approx 3 gallons per pump per day x 30 days equals 41500 +-. Provide 4000 gallon pump truck as backup in emergency situations and to pump and clean repair area Bypass will remain for up to 30 days Lift station must be completely dry for up to 3 days while coatings are applied by others	38,000.00
Service Call Provide all necessary equipment and labor to control traffic and protect the public Site work housekeeping to be done daily	2,500.00
Concrete Cutting and Core drill Necessary for modifications to wet well Cut 12" top slab to facilitate installation new precast riser and hatch cover and Demo of existing discharge. Discharge to be relocated which will require 3 new core drilled openings for new discharge Concrete cutting and core drill only	5,500.00
Modification Modification to existing wet well : remove existing filet Level floor prior to coating Patch existing discharge piping penetrations prior to coating Remove existing lid to facilitate installation of new hatch and riser New precast lid to include Flood proof aluminum hatch cover Maintain bypass during coating proces	0.00
Parts / Materials :Provide and install:	167,500.00

Fax# 386-586-5664

ACTIVITY	AMOUNT
HDPE piping and fittings inside wet well Above ground Valve Assy as per city standard Includes all valves, check valves ,emergency pump out connection All above ground fittings will be ductile iron 4" flanged fittings with proper interior coatings for sewer.(see Photo) All SS mounting hardware All necessary piping to reconnect to existing FM Conduit to new electrical rack Provide Line stop to facilitate connection Install city supplied hatch cover and 1/2" SS mounting plates Concrete repairs to wet well and hatch Confined Space Safety Equipment, personnel and permits Labor ,Equipment and fuel needed to complete project	
Electrical Rehab Provide new Rack for meter and control panel Raise to proper height install new control panel and Alert system All work done by licensed electrician as per city standard See Photo Permit included	37,500.00
Pump Package Duplex Pump Package including 2pumps, matching control panel,4 level controls and complete rail system with base elbows. Not to exceed	40,000.00
Services Make wet well accessible for coatings by ESS for up to 3 days	0.00
Option Form and pour optional Concrete generator pad and ramp 16x10 Raise ground up to 18 inches and add 6 inch slab to raise height to 24 inches $4400 Bollards to be installed along roadway and painted yellow Additional concrete work $15.00 per foot	0.00
Full Terms ***All materials are guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs,will be executed only upon written orders, and will become an extra charge over and above the estimate. Not responsible for underground utilities, landscaping, install sod to cover system for inspection if needed,sprinklers,irrigation lines, sidewalks, driveways and patios damaged during septic system installation and or underground utility installation. All agreements contingent upon strikes, accident, and or delays beyond our control. This proposal subject to acceptance within 30 days and is void thereafter at the option of undersigned. ***We hereby propose to furnish labor and materials complete in accordance with above specifications, for the total amount shown with payment made as follows: Due upon completion. All service pricing anticipates payment by Check or ACH. Due to additional costs incurred, services paid by credit card will require an additional "pass through" 3% processing fee in order to be accepted. ***Terms and conditions: 1.5% or $20.00, whichever is greater will be charged for past due accounts over 30 days past due.	0.00

Thank you for supporting a locally owned business. We except Cash, Credit Cards and checks. Payment due at service, unless other arrangements are made.

TOTAL **$291,000.00**

Fax# 386-586-5664

RCM Utilities, LLC
1451 Pine Grove Road
Eustis, FL 32726
352-561-2990
billing@rcmutilities.com

Estimate 39529684
Estimate Date 6/10/2026

Billing Address
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136 USA

Job Address
Lift Station 8
105 South 2nd Street
Flagler Beach, FL 32136 USA

Description of work

RCM Utilities is to supply all materials and workmanship for the following scope of supply :

- Supply and maintain a duplex bypass system with emergency call monitoring
- Remove and demolish the existing top slab, valving, risers, and base elbows
- Vac out and clean wet well
- Install (1) new wet well 12" top slab with Saftey fall protection included with a 12" pre cast riser
- Install (2) new 4" base elbows
- Install (2) new 4" HDPE risers from the new base elbows to the new above ground valving with SS 316 bracing as needed
- Install (2) new flanged check valves and plug valves
- Tie in the new above ground valving to the existing force main
- Install one pre cast generator pad to be 144"X96"X8"

Electrical

INCLUDES:

Remove existing control panel and turn over to customer.
Install new rack system composed of 3” aluminum conduit and 316SS Unistrut. Reuse existing meter can and service disconnect.
Install new control panel.
Install 304SS j-box for conduits going into wet well below control panel.
Wire in new pumps and floats.
Seal offs to be sealed as required.
Conduit and wire feeding control panel to be re-routed underground utilizing the bottom of the control panel.
Proper grounding as required.
Electrician present during start up.
All worked performed to 2020 NEC standards.

NOTES

- RCM Utilities is to warrant all supplied materials and workmanship to be free of any defects for the period of one year after installations
- This proposal DOES NOT include a line stop, concrete restoration, PCP,Level controls, house keeping pad around equipment rack, any cost for electric service fee to the power Co, any electrical engineered drawings or S&S one line diagram, or new pump off connection
- Site restoration is to include backfill and compaction only. All other sod, seed, and landscape to be by others

Sub-Total	$169,938.00
Tax	$0.00
Total Due	$169,938.00
Deposit/Downpayment	$0.00

A service charge of 4% will be applied to all credit card purchases. For your convenience, customers may avoid this extra fee by paying with cash or a check. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

ESTIMATE IS VALID FOR 30 DAYS
ESTIMATE INCLUDES ALL APPLICABLE SALES TAXES.
- DUE TO CURRENT MARKET CONDITIONS MATERIAL PRICING IS SUBJECT TO CHANGE. RCM HOLDS THE RIGHT TO REPRICE BASED ON DATE OF ORDER. DATE OF ORDER IS WHEN ALL STAMPED PLANS AND SUBMITTALS ARE RETURNED, NOT THE RELEASE OF PURCHASE ORDER OR SUB CONTRACT.

Force Majeure. Neither party shall be liable in damages nor have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond their control including, but not limited to natural disasters, including but not limited to ground subsidence or upheaval, acts of God, Government restrictions (including the denial or cancellation of any permits, tax incentive, or other license or approvals), covid-19, labor shortage, material delays, wars, insurrections

and/or any other cause beyond the reasonable control of the party whose performance is affected. Furthermore, neither party shall be liable for any failure or delay in performance under this Contract to the extent said failures or delays are proximately caused by those causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or any other party to substantially meet its performance obligations under this Contract. The party experiencing the difficulty shall give the other prompt written notice, with details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.
Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.
2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality.
3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.
4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.
5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.
6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.
7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section.
8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.
9. Assignment; Subcontractors.This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.
10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.
11. Insurance; Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.
12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.
13. Entire Agreement; Modifications. This Contract, together with the information, plans, and specifications provided to the Contractor,

constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to include the Contractor's cost of labor, material, equipment, and reasonable overhead and profit.
14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY

Approved By:_____Date:_____

Proposal Tabulation Sheet

Pump Station #8

(700 Moody Lane)

Southern Underground Industries, Inc.	NO RESPONSE
Clearwater Solutions, LLC	NO RESPONSE
All State Civil	NO RESPONSE
Gravity Services	NO RESPONSE
U.S. Water Services Corp	NO RESPONSE
RCM Utilities	$169,938.00 (Incomplete)
Environmental Control Systems	$291,000.00

PROPOSAL TABULATION

Lantana Avenue Pump Station Rehabilitation City of Flagler Beach – June 2026

Vendor	Proposal Amount	Scope Summary	Response Status
Environmental Control Systems, Inc. (ECS)	**$291,000.00**	Full lift station rehabilitation including demolition, bypass pumping, new mechanical components, HDPE risers, base elbows, above-ground valve assembly, line stop, electrical rack, control panel, RTU, conduit, structural repairs, and all labor/equipment.	**Responsive – Complete Proposal Received**
RCM Utilities, LLC	**$169,938.00**	Partial rehabilitation including slab, risers, elbows, valves, bypass connection, electrical rack, panel, RTU, conduit, generator pad. *Does not include pumps, PCP, level controls, or wet well coating.*	**Responsive – Scope Not Equivalent**
All State Civil Construction, Inc.	—	—	**No Response**
Clearwater Solutions, LLC	—	—	**No Response**
Gravity Services Inc.	—	—	**No Response**
Southern Underground Industries, Inc.	—	—	**No Response**
U.S. Water Services Corporation	—	—	**No Response**

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 23, 2026
Item Name:	Discussion regarding Authorization for Smoke Testing Services – USSI, LLC Estimate 2501

Background:

The City continues assessment of its wastewater collection system to identify inflow and infiltration (I&I) sources that contribute to excess flow, treatment inefficiencies, and long-term infrastructure degradation. Smoke testing is an industry-standard diagnostic method used to locate defects such as broken mains, cross-connections, uncapped laterals, and compromised service lines.

USSI, LLC submitted Estimate 2501, for smoke testing services across multiple line-segment groups within the City's collection system. The estimate includes detailed testing of approximately 34,427 linear feet of sewer mains, with defect reporting provided for each segment. The proposal also includes mobilization, demobilization, and maintenance-of-traffic services necessary to safely conduct field operations.

Representative line items from the estimate include:

- "Smoke Testing-SC Smoke Testing with Detailed Report of Defects LS-8 (LF)" – Qty 2,640 LF at $0.48, Amount $1,267.20
- "Smoke Testing-SC Smoke Testing with Detailed Report of Defects LS-7 (LF)" – Qty 7,922 LF at $0.48, Amount $3,802.56
- "Smoke Testing-SC Smoke Testing with Detailed Report of Defects PS-6 (LF)" – Qty 11,670 LF at $0.48, Amount $5,601.60
- "Smoke Testing-SC Smoke Testing with Detailed Report of Defects PS-3 (LF)" – Qty 12,195 LF at $0.48, Amount $5,853.60
- Mobilization & Demobilization – $3,500.00
- Maintenance of Traffic – $500.00

The total proposed cost for the smoke testing program is $20,524.96.

Completion of this work will provide the City with actionable defect mapping, enabling targeted

repairs, reduced I&I, improved system reliability, and long-term operational savings.

Fiscal Impact:
The total cost of the proposed smoke testing services is $20,524.96. Funding is available within the City's Utility Maintenance budget. No additional appropriations are required.

Staff Recommendation:
Staff recommends approval of USSI Estimate 2501 and authorization for City staff to proceed with smoke testing services in the amount of $20,524.96 to support ongoing wastewater system assessment and I&I reduction efforts.

Attachments:
1. USSI Estimate 2501
2. 11504 - Flagler Beach LS-08 Smoke Testing proposal
3. 11506 - Flagler Beach LS-08 CL & CCTV proposal
4. 11507 - Flagler Beach PS-6 Smoke Testing proposal
5. 11508 - Flagler Beach PS-6 CL & CCTV proposal
6. 11509 - Flagler Beach PS-3 Smoke Testing proposal
7. 11510 - Flagler Beach PS-3 CL & CCTV proposal
8. 11512 - Flagler Beach LS-07 Smoke Testing proposal
9. 11513 - Flagler Beach LS-07 CL & CCTV proposal

USSI, LLC
752 Commerce Drive Suite 15
Venice, FL 34292 US
9419262646
dion@ussiusa.com

ADDRESS
City of Flagler Beach
105 S 2nd Street
Flagler Beach, FL 32136 USA

Estimate 2501

DATE 06/29/2026

EXPIRATION DATE 07/31/2026

ACTIVITY	QTY	RATE	AMOUNT
Smoke Testing-SC Smoke Testing with Detailed Report of Defects LS -8 (LF)	2,640	0.48	1,267.20
Smoke Testing-SC Smoke Testing with Detailed Report of Defects LS-7 (LF)	7,922	0.48	3,802.56
Smoke Testing-SC Smoke Testing with Detailed Report of Defects PS-6	11,670	0.48	5,601.60
Smoke Testing-SC Smoke Testing with Detailed Report of Defects PS-3	12,195	0.48	5,853.60
Mobilization & Demobilization-SC	1	3,500.00	3,500.00
Maintenance of Traffic-SC MOT	1	500.00	500.00
Seminole County Per: Seminole County Contract Agreement #IFB-604974-25/LAS	1	0.00	0.00

TOTAL **$20,524.96**

Accepted By

Accepted Date

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11504

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach LS-08 Smoke Testing*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Smoke Testing*			
2,640.00	Sewer Smoke Test	LF	0.65	1,716.00
1.00	Fuel Recovery - CCTV Truck (Per Mobilization)	EA	75.00	75.00
1.00	Consumables (Customer Provided Liquid Smoke)	EA	-150.00	-150.00
			TOTAL	1,641.00

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment and workmanship to perform sanitary sewer smoke testing at the above referenced project.

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.

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Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans *Erin Hans* Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=info@atlanticpipe.us Reason: I am the author of this document Location: Date: 2026-02-05 16:20:05.00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considerec as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11506

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach LS-08 CL/TV*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Sewer CL/CCTV*			
2,640.00	(B-2) CCTV Inspection & Light Cleaning - 8"-12" Diameter	LF	3.15	8,316.00
800.00	(B-7) Heavy Cleaning - 8"-12" (In Addition to Light Cleaning)	LF	2.15	1,720.00
1.00	(A-1) Inspection & Cleaning Mobilization (1 Per Project Area)	EA	500.00	500.00
			TOTAL	10,536.00

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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

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We propose to hereby furnish the following:

Work to be performed per terms of Contract #2024-083-A between Atlantic Pipe Services and the City of Gainesville.

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
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	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [X] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [X] *Local Metered Water Source*
- [X] *Exposure of structures and access to all work areas without delay*
- [X] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
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APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans *Erin Hans* Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=ehans@atlanticpipe.us Reason: I am the author of this document Date: 2026-02-05 16:23-05:00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

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WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considerec as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

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CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

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(407) 792-1360
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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11507

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach PS-6 Smoke Testing*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Smoke Testing*			
11,670.00	Sewer Smoke Test	LF	0.65	7,585.50
3.00	Fuel Recovery - CCTV Truck (Per Mobilization)	EA	75.00	225.00
1.00	Consumables (Customer Provided Liquid Smoke)	EA	-150.00	-150.00
			TOTAL	7,660.50

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We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment and workmanship to perform sanitary sewer smoke testing at the above referenced project.

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.

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CUSTOMER RESPONSIBILITIES

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ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans Erin Hans Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=[illegible] Reason: I am the author of this document Location: Date: 2026-02-05 16:25:05:00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

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PRINT NAME / TITLE		**DATE**	
SIGNATURE			

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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11508

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach PS-6 CL/CCTV*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Sewer CL/CCTV*			
11,670.00	(B-2) CCTV Inspection & Light Cleaning - 8"-12" Diameter	LF	3.15	36,760.50
3,500.00	(B-7) Heavy Cleaning - 8"-12" (In Addition to Light Cleaning)	LF	2.15	7,525.00
1.00	(A-1) Inspection & Cleaning Mobilization (1 Per Project Area)	LS	500.00	500.00
			TOTAL	44,785.50

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Work to be performed per terms of Contract #2024-083-A between Atlantic Pipe Services and the City of Gainesville.

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ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans *Erin Hans* Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=E@atlanticpipe.us Reason: I am the author of this document Location: Date: 2026-02-05 16:27-05:00		

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UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

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PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11509

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach PS-3 Smoke Testing*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Smoke Testing*			
12,195.00	Sewer Smoke Test	LF	0.65	7,926.75
3.00	Fuel Recovery - CCTV Truck (Per Mobilization)	EA	75.00	225.00
1.00	Consumables (Customer Provided Liquid Smoke)	EA	-150.00	-150.00
			TOTAL	8,001.75

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2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment and workmanship to perform sanitary sewer smoke testing at the above referenced project.

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.

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Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

CUSTOMER RESPONSIBILITIES

Delays experienced outside of APS's direct control will be subject to an hourly charge for each unit on site

Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans *Erin Hans* Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=ehans@atlanticpipe.us Reason: I am the author of this document Location: Date: 2026-02-05 16:29:05:00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

CUSTOMER: Any corporation, company, organization, agent or individual entering into a written agreement with APS for the provision of services or materials or any other business dealing, for which payment is agreed with or becomes due and payable to APS (hereinafter referred to as "Customer")

PROPOSAL & QUOTATION: All proposals or quotations provided by APS must be in writing and signed by an authorized representative of the company to be valid and any such proposal or quotation is valid for acceptance within 30 days of the respective proposal date, unless agreed otherwise in writing.

PAYMENT TERMS: Payment of all invoices is due within 30 days from the invoice date, unless terms are agreed otherwise, in writing from APS. Any Dispute or query regarding the invoiced amount must be communicated in writing within 10 days (objection period) from the invoice date and customer will be deemed to have accepted the invoice as delivered and all services / work standards relating thereto, unless objected to in writing within the objection period. Customer agrees that no retainage will held for all services performed.

REMEDIES FOR NON-PAYMENT: All sums not paid when due will bear interest at the rate of 1.5% per month from due date until paid or the maximum legal rate permitted by law, whichever is less. In the event of legal action being deemed necessary to enforce payment, APS shall be entitled to all costs of collection including a reasonable attorney's fee. In addition, if the customer fails to make payment to APS as herein provided, then APS may stop work without prejudice to any other remedy it may have. The parties further agree that in the event of any controversy arising between them, then in such event, the State Courts of Seminole County, Florida, shall be the forum in which the parties agree to try and have heard any matters of litigation arising out of such controversies.

WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considerec as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11510

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach PS-3 CL/CCTV*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Sewer CL/CCTV*			
12,195.00	(B-2) CCTV Inspection & Light Cleaning - 8"-12" Diameter	LF	3.15	38,414.25
3,700.00	(B-7) Heavy Cleaning - 8"-12" (In Addition to Light Cleaning)	LF	2.15	7,955.00
1.00	(A-1) Inspection & Cleaning Mobilization (1 Per Project Area)	EA	500.00	500.00
			TOTAL	46,869.25

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3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

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6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

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We propose to hereby furnish the following:

Work to be performed per terms of Contract #2024-083-A between Atlantic Pipe Services and the City of Gainesville.

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Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
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	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

- [x] *Local Dump-Site for safe disposal of debris / waste material removed from Project Location*
- [x] *Local Metered Water Source*
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Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans *Erin Hans* Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=ehans@atlanticpipe.us Reason: I am the author of this document Location: Date: 2026-02-05 16:31-05:00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

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FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11512

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach LS-07 Smoke Testing*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Smoke Testing*			
7,925.00	Sewer Smoke Test	LF	0.65	5,151.25
2.00	Fuel Recovery - CCTV Truck (Per Mobilization)	EA	75.00	150.00
1.00	Consumables (Customer Provided Liquid Smoke)	EA	-150.00	-150.00
			TOTAL	5,151.25

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3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

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We propose to hereby furnish the following:

Our proposal includes all labor, material, equipment and workmanship to perform sanitary sewer smoke testing at the above referenced project.

Quantities within proposal are for estimating purposes. Billing will reflect actual quantities and/or times performed in the field.

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	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
	42" Diameter	15.00%	6"	Debris
	48" Diameter	15.00%	7"	Debris
	54" Diameter	10.00%	5"	Debris
	60" Diameter	10.00%	6"	Debris
	In the event the required cleaning is beyond normal Heavy Cleaning, the cleaning will be performed under an hourly rate. Subject to prior client notification and approval.			

CUSTOMER RESPONSIBILITIES

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- [x] *Local Metered Water Source*
- [x] *Exposure of structures and access to all work areas without delay*
- [x] *Stabilized Access to Work Areas - Two Wheel Drive Accessible*
- [ ] *Access to secure site for equipment storage*
- [x] *Maintenance of Traffic - If Applicable*

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Weekend and Night Work may be subject to increase rates

Any unforeseen or abnormal pipe / site conditions will be subject to renogotiation without penalty to APS

Payment terms are NET 30 days of invoice date. APS does not agree to "Pay when paid" terms

APS Proposals are valid for 30 days from date of submission.

ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans *Erin Hans* Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=ehans@atlanticpipe.us o=Atlantic Pipe Services Reason: I am the author of this document Location: Date: 2026-02-05 16:32:05:00		

Acceptance of Proposal : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified. Payment will be made as outlined.

CUSTOMER			
PRINT NAME / TITLE		**DATE**	
SIGNATURE			

ATLANTIC PIPE SERVICES, LLC
STANDARD TERMS & CONDITIONS OF BUSINESS

COMPANY: Atlantic Pipe Services, LLC, a Florida Limited Liability Company, whose address 1420 Martin Luther King Jr. Blvd, Sanford, Florida, 32771 (Hereinafter referred to as "APS")

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WARRANTIES: All workmanship and materials are guaranteed against defects in workmanship for a period of one year from the date of substantial completion of the project. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability of fitness for a particular purpose. APS will not be responsible for damage to its work by other parties or normal wear and tear. Any repair work necessitated by caused damage will be considerec as an order for extra work.

INDEPENDENT CONTRACTOR: Both APS and the customer agree that APS will act as an independent contractor in the performance of its duties under this contract. Accordingly, APS shall be responsible for payment of all taxes, including Federal, State, and local taxes arising out of APS's activities, including by way of illustration but not limitation, Federal and State income tax, social security tax, Unemployment Insurance taxes, and any other taxes.

UNFORESEEN OCCURRENCE: In the event that any unforeseen occurrences or conditions are encountered after the work has commenced and which APS judge, at their sole discretion, to significantly affect or may affect the services, the risk involved in providing the services or there being a material change to the proposed or quoted scope of services, APS may a) Immediately cease work without liability to the customer, or b) renegotiate with customer to change the scope of work with price adjustment or change order, or c) Apply downtime /hourly or day rates until occurrence or condition is resolved to the satisfaction of APS.

DOWNTIME/STOPPAGES/ADDITIONAL WORK: In the event that APS is unable to work or encounter stoppages due to circumstances beyond their control or unforeseen circumstances or occurrences, particularly any underground structure problems causing delay or stoppage of work or in the event of any work being required beyond the quoted scope of work, then an hourly or daily rate will be charged, subject to prior customer notification in writing from APS.

PROJECT ESTIMATES: APS may from time to time provide written estimates of projected timescale or hours for a particular project at customer request, however, this in no way binds APS to a final timescale for the services to be provided. The actual hours will be determined by specific site requirements and operational demands, which cannot be wholly determined due to the nature of the services provided by APS.

CUSTOMER PURCHASE ORDERS: In the event that the customer chooses to issue a purchase order, whether verbal or in writing, such purchase order shall be governed by APS Standard Terms & Conditions of Business as detailed herein and any such client agreement cannot change the payment terms under any circumstances unless specifically agreed to in writing APS and such agreement being authorized and signed by the owner or director of APS. In the event of any inconsistency between the APS terms and conditions as detailed herein and the terms of a service order, the APS terms and conditions shall prevail. In any event, settlement of all APS correctly submitted invoices must be made within 30 days from invoice date, irrespective of customer having received payment from their respective customer.

CONTRACT ACCEPTANCE: In the event that the client fails to sign acceptance of an APS proposal or quotation, due to oversight by either or both parties or any other reason and the services are commenced or completed on the clients written or verbal instruction due to emergency, urgency or some other reason, then these terms and conditions will be deemed to have been accepted by the client as if such proposal or quotation had been signed.

DISCLAIMER: APS shall perform any and all repairs (e.g sag removal, rerounding, grouting, sectional CIPP, internal joint seals, mechanical repair sleeves, CIPP, coatings,) services on a best-effort basis and makes no representations or warranties, express or implied, regarding the success or effectiveness of such services. Billing shall be due and payable regardless of the outcome of the sag removal process. APS shall not be held liable or responsible for any damage, deformation, failure, or other adverse effects that may occur to the pipeline as a result of the sag removal attempt. Furthermore, APS shall bear no responsibility or liability for any costs, damages, or liabilities arising from dig-ups, excavations, or other activities outside of APS's control. The client agrees to indemnify, defend, and hold harmless APS, its officers, employees, and subcontractors from and against any and all claims, damages, losses, or expenses (including attorney's fees) arising out of or related to the sag removal work, except to the extent caused by APS's sole gross negligence or willful misconduct.

CUSTOMER RESPOSIBILITIES: The customer will normally provide the following services, at no cost to APS for the duration of the project, unless agreed otherwise in writing by APS, a)Approved dumpsite and disposal for all materials to be removed from site of work, b) Access and exposure of all structures for APS personnel and equipment without delay, c) All temporary site facilities including suitable storage space for equipment, d)Any special permits and/or licenses, without delay, e) Supply and access to all water required for the project with meter if applicable. f)Work areas prepared and accessible, without delay, to enable the services to be provided, g) Authorized representative of the customer at the site of work, at all times services are being performed and with authority to accept the services as completed and / or hours worked and h) Location and exposure of all manholes in the project area.

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
info@atlanticpipe.us

FLORIDA'S COMMERCIAL PIPELINE CLEANING, INSPECTION AND REHAB SPECIALIST

PROPOSAL

11513

CUSTOMER: *City of Flagler Beach*	***PHONE:*** *386-276-1007*	***DATE:*** *02/04/2026*
STREET: 800 S. Daytona Ave	***JOB NAME:*** *Flagler Beach LS-07 CL/CCTV*	
CITY/STATE/ZIP: *Flagler Beach, FL, 32136*	***JOB LOCATION:*** *Various Locations, Flagler Beach, FL,*	
ATTN: *Bill Freeman*	***E-MAIL:****BFreeman@cityofflaglerbeach.com*	

QUANTITY	DESCRIPTION	UOM	RATE	TOTAL
	Seq: *Sewer CL/CCTV*			
7,925.00	(B-2) CCTV Inspection & Light Cleaning - 8"-12"	LF	3.15	24,963.75
2,400.00	(B-7) Heavy Cleaning - 8"-12" (In Addition to Light Cleaning)	LF	2.15	5,160.00
1.00	(A-1) Inspection & Cleaning Mobilization (1 Per Project Area)	EA	500.00	500.00
			TOTAL	30,623.75

ANY UNFORSEEN OR ABNORMAL PIPELINE OR SITE CONDITIONS WILL BE SUBJECT TO RENEGOTIATION WITHOUT PENALTY TO APS

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PROPOSED RATES MAY CHANGE BASED UPON THE FOLLOWING CONDITIONS:

1) Calls Outs of less than 1000 LF of readily available pipeline may be billed at the hourly rate, with a 4 hour minimum. Any time on site beyond the minimum may be billed at the hourly rate

2) Emergeny Call Outs will be subject to increased rates.

3) Heavy Cleaning encountered will be performed at an hourly rate, unless otherwise specified

4) Travel Time charges are assessed on a job by job basis

5) Atlantic Pipe Services provides, free cloud downloads for videos and reports. Hard Copy Reports with DVD or USB may be purchased at $75.00 per set.

6) Safety Training / Orientation required for projects will be charged at the hourly rate per unit on site

7) Due to rising costs of fuel and overall expenses, additional fees must be assessed. These pass-through costs are assessed through daily charges, per piece of equipment on site.

Atlantic Pipe Services is comitted to providing the same responsiveness, turn around time and quality of work that our valued customers have become accustomed to. APS has invested in technologies that allow us to be more efficient with operations and save on costs, however the extreme volatility within the fuel market is something we cannot control. This additional charge helps APS cover increased costs, as well as maintain the same level of service.

We propose to hereby furnish the following:

Work to be performed per terms of Contract #2024-083-A between Atlantic Pipe Services and the City of Gainesville

ATLANTIC PIPE SERVICES
1420 Martin Luther King Jr Blvd
Sanford, FL 32771
(407) 792-1360
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Heavy Cleaning Rates	Heavy Cleaning determined by percentage of debris in pipeline			
	12" Diameter	25.00%	3"	Debris
	15" Diameter	25.00%	4"	Debris
	18" Diameter	20.00%	4"	Debris
	24" Diameter	20.00%	5"	Debris
	30" Diameter	20.00%	6"	Debris
	36" Diameter	20.00%	7"	Debris
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ATLANTIC PIPE SERVICES, LLC			
PRINT NAME / TITLE	Erin Hans - Lead Estimator	**DATE**	**2/5/2026**
SIGNATURE	Erin Hans *Erin Hans* Digitally signed by Erin Hans DN: cn=Erin Hans gn=Erin Hans c=US United States l=US United States e=E@atlanticpipe.us Reason: I am the author of this document Location: Date: 2026-02-05 16:34-05:00		

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Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	July 23, 2026
Item Name:	Final Site Plan Application PMS26-0002: Flagler Beach Vacation Rentals, 1708 S. Ocean Shore Blvd.; Parcel ID: 18-12-32-2750-00030-0030; Applicant: Theodore Barnhill; request final site plan approval to construct a three-story, eight-unit, hotel in the Tourist Commercial (TC) Zoning District.

Background:

At the 03/26/2026 Regular Meeting, the City Commission voted that the applicant return to the PARB Board with an amended design. The amended site plan was presented to the PARB at their 05/05/2026 Regular Meeting. The applicant made editions by relocating the parking plan from the rear to the front of the lot, with access from A1A. Additionally, edits to the building design were made by identifying screening requirements and by adding dormers in accordance with Section 2.06.06.02 *that all new non-residential development follow appropriate design guidelines.*

Fiscal Impact:

Impact fees are a one-time charge calculated by square footage for new construction and assessed during the permitting process.

Staff Recommendation:

Staff's recommendation is that the City Commission review and, if appropriate, approve the final site plan as it is a permitted use in the TC District; applicable land development codes are met including Section 2.02.00; Section 2.04.02.8; Section 2.06.02; Section 2.06.06.06; Sections 2.06.06.07; Section 6.00.11; Sections 8.05.02; Section 8.05.05 and is compliant with the City's Comprehensive Plan, Policy A.1.1.3 and Policy 1.4.4.

Attachments:

1. STAFF REPORT 1708 S. Oceanshore Blvd_HOTEL
2. 1708 S. Ocean Shore Blvd. Presentation 7-23-2026
3. 1708 S. OCEAN SHORE BLVD. LOCATION LAYOUT 6-29-2026 - revised
4. 1708 S. OCEAN SHORE BLVD. (6)
5. 1708 S. OCEAN SHORE BLVD. S-3 (1)

6. 1708 S. OCEAN SHORE BLVD. S-2

City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 257

To: City Commission, City of Flagler Beach, FL
From: Lupita McClenning, City Planner
Date: July 14, 2026
RE: Staff Report – 1708 S. Ocean Shore Blvd. – Final Site Plan

Applicant: Theodore Barnhill
PO Box 390
Flagler Beach, FL 32136

Project Address: 1708 S. Ocean Shore Blvd.
Flagler Beach, FL 32136

Parcel ID: 18-12-32-2750-00030-0030
Zoning: Tourist Commercial
FLUM: General Commercial

Overlay: None

Existing Condition: 8,631 SQFT vacant, undeveloped lot fronting S. Ocean Shore Blvd.

Surrounding Properties: Property to the north is a vacant, undeveloped lot zoned Tourist Commercial (TC)
Property to the east is Hwy A1A Oceanfront
Property to the south is zoned TC with adjacent use listed as multi-family
Property to the west is an existing, unimproved right-of-way, alley which abuts single family residential (SFR) district

SUMMARY BACKGROUND SITE PLAN

In accordance with Section 2.02.02, the proposed parking area for guests was originally designed in the rear with access from the unimproved ROW alley; and included two parking spaces for primary access from A1A. At the regular meeting of 02/03/2026, the PARB recommended that the City Commission approve the site plan with the condition that the unimproved alley be stabilized and/or meet the City's standards for improved alleys.

At the 03/26/2026 Regular Meeting, the City Commission voted that the applicant return to the PARB with an amended design to include the parking area be in the front with access from A1A. The applicant

amended the final site plan to reflect the City Commission direction to relocate the rear parking to A1A. The amended site plan was presented to the PARB at their 05/05/2026 Regular Meeting.

The applicant made editions to the design by adding dormers in accordance with Section 2.06.06.02 and relocated the parking plan from the rear to the front of the lot, with access off A1A.

Project Description

- 3-story, eight (8) room hotel
- Building 2,558 SQFT.
- Building height 34’1/2”
- Ten (10) 10x20 parking spaces including 1 ADA w/access off A1A
- Total ten (10) designated parking spaces
- 24’ wide commercial access off A1A

Definitions Section 2.02.00

Hotel—Shall mean a public lodging establishment consisting of one (1) or more buildings including accessory uses properly licensed by the State of Florida which offers facilities such as:

a. Eating and drinking facilities.
b. One (1) or more recreation facilities.
c. Off-street parking for each unit.
d. Rental units that exit into internal corridors.
e. Sleeping room with or without cooking facilities.
f. No intention of long-term occupancy.
g. Recognized as a hotel in the community in which it is situated, or by the hotel industry.

Section 2.04.02.8 Tourist Commercial

The proposed project meets the permitted uses in Tourist Commercial as prescribed in Section 2.04.02.8

1. **Motels and hotels**.
2. Bed and breakfast inns.
3. Restaurants.

4. Gift shops.
5. Convenience commercial uses such as:
   Beauty or barber shops.
   Laundromat, laundry and dry-cleaning pick-up stations.
   Newsstands or bookstores.
6. Off-street parking and loading.
7. Commercial recreational entertainment facilities.
8. Boat and marine supply sales.
9. Marinas.
10. Resort dwellings.
11. Resort condominiums.
12. Mixed Use Buildings within the defined Downtown A1A Retail Corridor.
13. All principal uses permitted in MDR District.

Section 8.05.02 Site Plan Approval

A major site plan is required for (c) new non-residential buildings; and (h) parking lots containing more than seven (7) automobile parking spaces.

Section 8.05.05 Minimum Site Improvements

All site development plans shall reflect the installation of all improvements required in this Code, in a manner consistent with standards of this Code.

A. Improvements include stormwater management systems, utilities, parking, and loading areas, lighting, sidewalks, and landscaping and buffering, and any other facility required by this Code.
B. Easements and miscellaneous dedications.

Section 02.06.02 Off-street parking – Hotels

1. Size and access – an off-street parking space shall consist of a parking space having minimum dimensions of ten (10) feet in width by twenty (20) feet in length. Parking spaces to the public street areas shall not exceed a maximum of twelve (12) feet for a one-way drive and twenty-four (24) feet for a two-way drive.

   Site plan demonstrates parking spaces are 10 x 20 with a 24' foot drive.

2. Number of parking spaces required - there shall be provided at the time of construction of any structure minimum off-street parking facilities with adequate provisions for ingress and egress, in accordance with paragraph (1) of this section and the schedule of off-street parking requirements.

   Hotels – one per bedroom plus one per each five units. **Site plan demonstrates ten (10) parking spaces including one (1) ADA.**

(6) Landscaping—All parking areas shall be properly screened, landscaped, and lighted.

Ten (10) percent minimum of the gross parking area is to be devoted to living landscaping, which includes

grass, ground cover, plants, shrubs and trees.

Site plan demonstrates landscaping requirements have been met.

(7) Perimeter screening—All parking lots and vehicular use areas shall be screened from all abutting properties and/or rights-of-way with a wall, fence, hedge or other durable landscape barrier.

Where a proposed parking area or other vehicular use area abuts an existing hedge, wall or other durable landscape barrier it may be used to satisfy the landscape barrier requirements of the subsection provided that said existing barrier meets all applicable standards of this ordinance and protection against vehicular encroachment is provided for hedges.

Site plan demonstrates perimeter screening requirements have been met.

(10) Lighting —All parking lots and vehicular use areas shall be well lit. It should avoid any annoyance to the neighbors from brightness or glare. Low lights of a modest scale can be used along with feature lighting emphasizing plants, trees, barriers, entrances and exits.

Site plan demonstrates lighting criteria that have been met.

Sec. 2.06.06.06 - Site planning design principles.

Purpose: Site planning and project design shall address the potential impacts on existing and planned adjacent uses. Project designs shall apply best practices as they relate to traffic planning, services (e.g. sanitation) and deliveries (if applicable), access, parking, circulation, traffic and pedestrian safety, light and glare, noise, odors, and security.

Service, utility, display, and storage areas.

Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties by walls made of masonry, brick, or durable fabricated materials.

Site plan demonstrates service support and loading areas are located behind building lines and screened from view of adjacent properties.

Parking – see above

Light and glare – see above

Noise provisions: Must comply with City of Flagler Beach Noise Ordinance.

From other section of the code - Locate entranceways to minimize noise intervention between the residential and commercial use(s).

Site plan demonstrates entranceway on S. Oceanshore minimizes noise intervention between residential and commercial use.

Sec. 2.06.06.07(g). - Multi-family and non-residential supplemental building standards.

Trash receptacles. Trash receptacles shall be screened on all sides with a hedge or solid fence or wall of not less than six (6) feet in height.

Site plan demonstrates trash receptacles are screened on all sides.

Sec. 6.00.11. – Stormwater Management.

Prepared in accordance with the performance and design standards specified in the city's adopted stormwater management ordinance, and in compliance with *Section 9.04.02 Stormwater Design Criteria*, consistent with regulations and policies of the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

Site plan demonstrates pervious pavers (underground storage) to be installed and permitted by SJRWMD.

Compliance

The proposed hotel is a permitted use in the Tourist Commercial zoning district, compliant with applicable sections of the land development code, and meets Policy A.1.1.3 and Policy 1.4.4 of the City's Comprehensive Plan.

Staff Recommendation

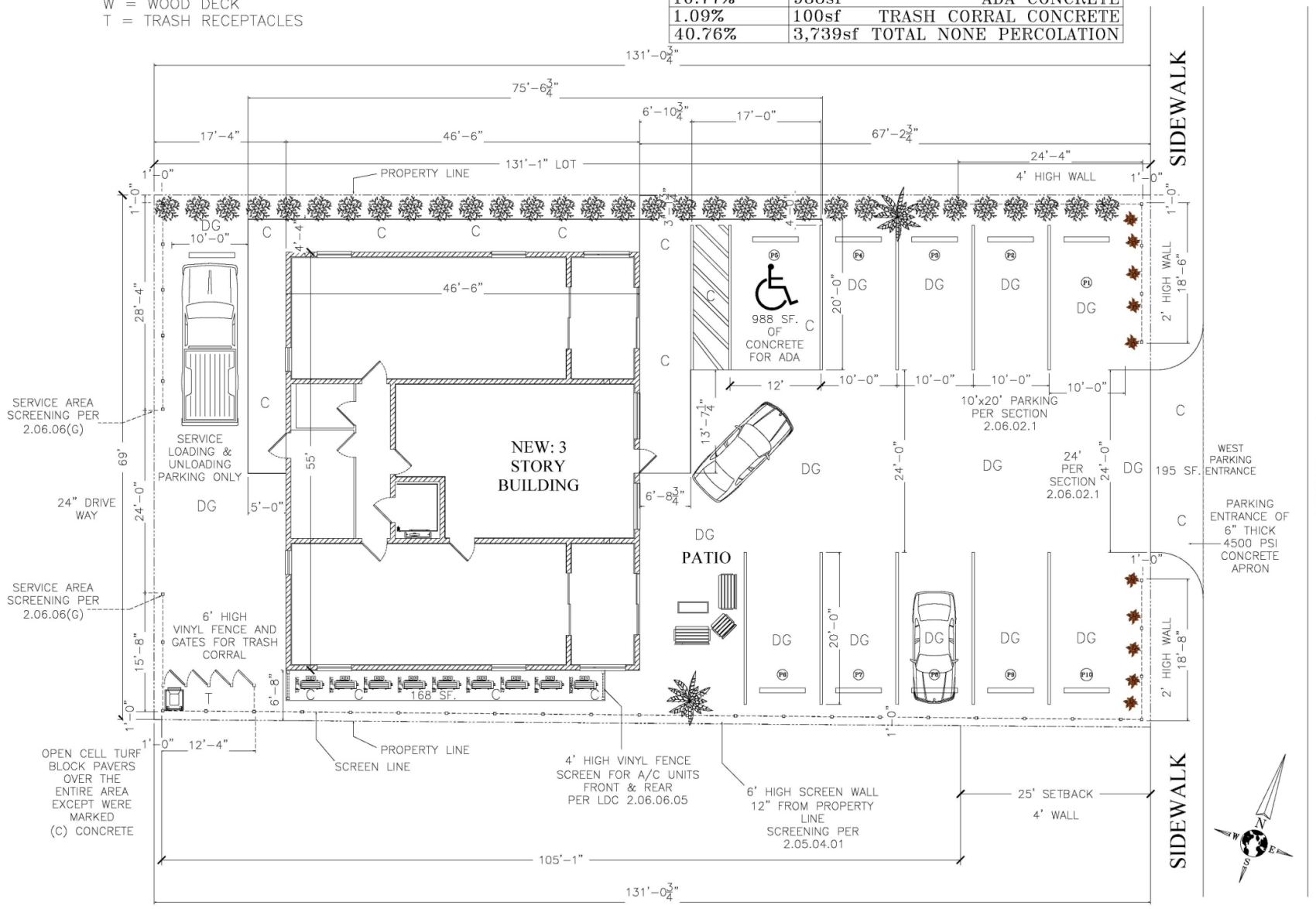
Staff's recommendation is for the City Commission to approve the Final Site Plan for 1708 S. Ocean Shore Blvd. as it is a permitted use in Tourist Commercial zoning district and applicable codes have been met.

FLAGLER BEACH VACATION RENTALS

1708 S. OCEAN SHORE BLVD.

C = CONCRETE
S = SHELL
DG =OPEN CELL TURF BLOCK PAVERS
D = DRY WELL
W = WOOD DECK
T = TRASH RECEPTACLES

100%	9,174sf	TOTAL LOT
27.02%	2,479sf	BUILDING COVERAGE
1.83%	168sf	A/C CONCRETE
10.77%	988sf	ADA CONCRETE
1.09%	100sf	TRASH CORRAL CONCRETE
40.76%	3,739sf	TOTAL NONE PERCOLATION



LOCATION LAYOUT

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(ALL CONTRACTORS & SUB-CONTRACTORS) UNFORESEEN STRUCTURAL ISSUES "MUST BE MADE KNOWN" TO THE DESIGN PROFESSIONAL OF RECORD AT THE TIME OF DISCOVERY

FOR PRIORITY ATTENTION CALL/TEXT 386-561-8209

SEAL BOX (WIND LOADS ONLY)

VACATION RENTAL
MULTI FAMILY
NEW CONSTRUCTION

OWNER:
TED BARNHILL

PLAN DATE:
6/26/2026

"PLANS CONFORM TO"
2023 8TH ED. FL. BUILDING CODE
2020 NATIONAL ELEC. CODE
2024 WFCM DESIGN CRITERIA
2022 ASCE 7-22 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR

ALTERATION LEVEL: NEW
RISK CATEGORY: 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: .18
CONSTRUCTION TYPE: VB

CORY A. BROCKETT, PE
LICENSE #74677

LOCATION:

1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL. 32136

PAGE:
S—1

C = CONCRETE
S = SHELL
DG =OPEN CELL TURF BLOCK PAVERS
D = DRY WELL
W = WOOD DECK
T = TRASH RECEPTACLES

100%	9,174sf	TOTAL LOT
27.02%	2,479sf	BUILDING COVERAGE
1.83%	168sf	A/C CONCRETE
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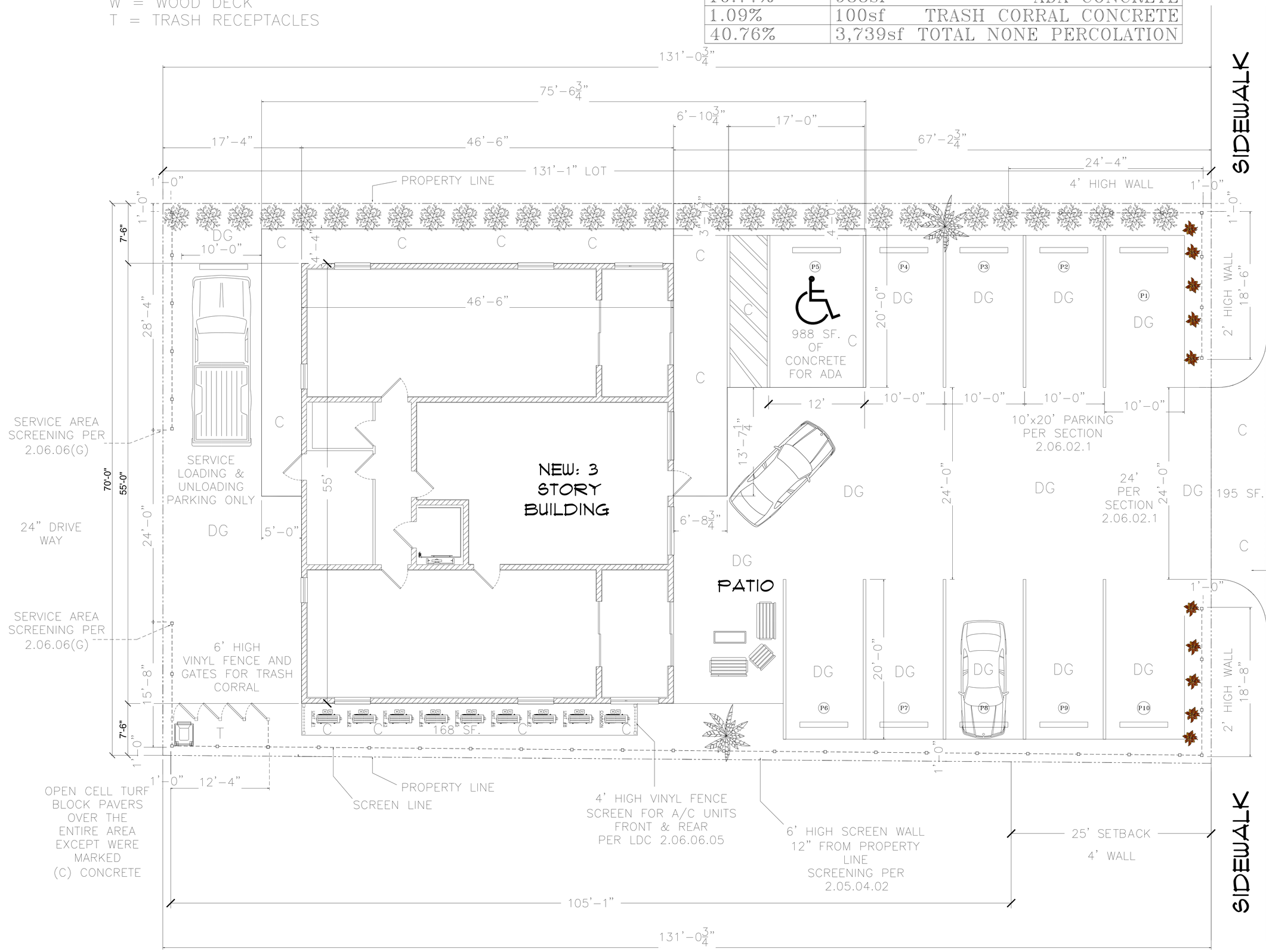

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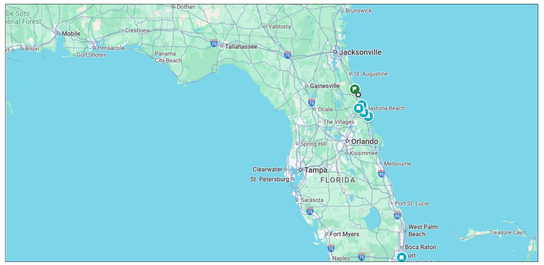
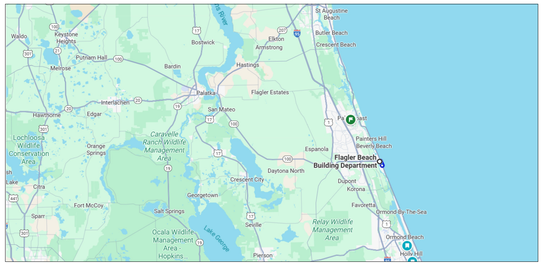
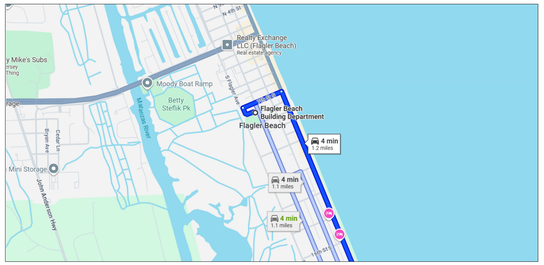
PAGE:
S-1

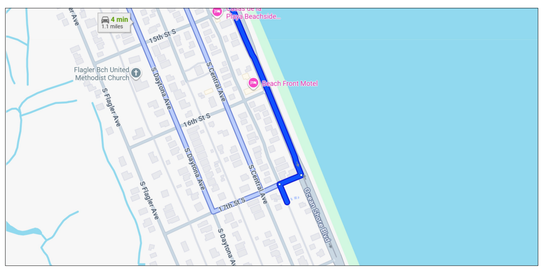
SCALE: ¼" = 1 FOOT

LOCATION:









BOX FOR OFFICIALS USE

ALL TEXT REQUESTED TO BE PRESENTED THAT ARE NOT PRESENTED ON THESE DOCUMENTS SHALL BE REGARDED AS PRESENTED IN INITIALLY REQUIRED STATEMENT.

"THESE PLANS CONFORM TO THE 2020 FLORIDA BUILDING CODE"

ABBREVIATIONS:

A.B	ANCHOR BOLT
ABV.	ABOVE
A/C	AIR CONDITIONER
ACI.	AMERICAN CONCRETE INSTITUTE
AFF.	ABOVE FINISHED FLOOR
AFI.	ARC FAULT INTERRUPT
AH.	AIR HANDLER
ALUM.	ALUMINUM
AMP.	AMPERE
APA.	THE ENGINEERED WOOD ASSOCIATION
ASCE.	AMERICAN SOCIETY OF CIVIL ENGINEERS
ATR.	ALL THREADED ROD
B.	BOTTOM
BFF.	BELOW FINISH FLOOR
BLK.	BLOCK
BOT.	BOTTOM
BRG.	BEARING
C+C	COMPONENTS AND CLADDING
CANT.	CANTILEVER
CIR.	CIRCLE
CLG.	CEILING
CMU.	CONCRETE MASONRY UNIT
CO.	CLEAN OUT
COL.	COLUMN
COMP.	COMPACTED
COND.	CONDENSER
CONT.	CONTINUOUS
CPT.	CARPET
d.	PENNY
DBL.	DOUBLE
DECOR.	DECORATIVE
DET.	DETAIL
DH.	DOUBLE HUNG
DIA.	DIAMETER
DISC.	DISCONNECT
DL.	DEAD LOAD
DR.	DOOR
DRY.	DRYER
EA.	EACH
EB.	EYE BROW
ELECT.	ELECTRICAL
ELEV.	ELEVATION
EMBED.	EMBEDMENT
EW.	EACH WAY
EXT.	EXTERIOR
FRC.	FLORIDA BUILDING CODE
FIN.	FINISH
FIX.	FIXTURE
FG.	FIXED GLASS
FLR.	FLOOR
FOUND.	FOUNDATION
FTG.	FOOTING
FWC.	FOR WOOD CONSTRUCTION
GA.	GYPSUM ASSOCIATION
GAL.	GALLON
GALV.	GALVANIZED
GB.	GLASS BLOCK
GDR.	GIRDER
GFI.	GROUND FAULT INTERUPT
GLS.	GLASS
GYP.	GYPSUM
HB.	HOSE BIB
HDR.	HEADER
HGT.	HEIGHT
HOR.	HORIZONTAL
HT.	HEIGHT
HVAC.	HEAT.VENT.+COND.
INCAND.	INCANDESCENT
INSUL.	INSULATION
KD.	KILN DRIED LUMBER
L.	LAVATORY
LBS.	POUNDS
LL.	LIVE LOAD
LT.	LAUNDRY TUB
LVL.	LAMINATED VAINER LUMBER
M.	MASTER
MANUF.	MANUFACTURER
MAX.	MAXIMUM
MIN.	MINIMUM
MIRR.	MIRROR
MJ.	MECHANICAL JOINT
MONO.	MONOLITHIC
MPH.	MILES PER HOUR
MWFRS.	MAIN WINDS FORCE RESISTING SYSTEM
NA.	NOT APPLICABLE
NDS.	NATIONAL DESIGN SPECIFICATION
NIC.	NOT INCLUDED
NO.	NUMBER
NTS.	NOT TO SCALE
OBS.	OBSCURED
OC.	ON CENTER
OHD.	OVERHEAD DOOR
OSB.	ORIENTED STRAND BOARD
PRESS.	PRESSURE
PARA.	PARALLEL
PL.	PRECUT LINTEL
PED.	PEDESTAL
PERP.	PERPENDICULAR
PK.	POCKET
PLA.	PLATE
PB.	PLUMBING
PW.	PLYWOOD
PREF.	PREFABRICATED
PSF.	POUNDS PER SQUARE FOOT
PSI.	POUNDS PER SQUARE INCH
PT.	PRESSURE TREATED
PVC.	POLYVINYL CHLORIDE
Q.	QUANTITY
R.	ROD
RECEPT.	RECEPTACLE
REF.	REFERENCE
RFD.	REINFORCED
RES	RESIDENCE
REQ'D.	REQUIRED
RM.	ROOM
RND.	ROUND
S.	SHELF
SBP.	SOIL BEARING PRESSURE
SD.	SMOKE DETECTOR
SECT.	SECTION
SF.	SQUARE FOOT
SGD.	SLIDING GLASS DOOR
SH.	SINGLE HUNG
SPEC.	SPECIFICATIONS
SPF.	SPRUCE PINE FIR
SQ.FT.	SQUARE FOOT
SW.	SWITCH
SWC.	SHEAR WALL CONNECTOR
SWS.	SHEAR WALL SEGMENT
SYP.	SOUTHERN YELLOW PINE
T.	TOP
T&G.	TONGUE AND GROOVE
TEMP.	TEMPERED
THK.	THICK
T-NAIL.	TOENAIL
TV.	TELEVISION
TYP.	TYPICAL
U.	URINAL
UL.	UNDERWRITERS LABORATORIES INC.
UNO.	UNLESS NOTED OTHERWISE
USG.	UNITED STATES GYPSUM COMPANY
V.	VOLTS
VENT.	VENTILATED
VIN.	VINYL
VISQ.	VISQUEEN
VOL.	WASHER
W.	WITH
WC.	WATER CLOSET
WD.	WOOD
WH.	WATER HEATER
TWH	TANKLESS WATER HEATER
WIC.	WALK-IN CLOSET
WWF.	WELDED WIRE FRAME

LEGEND & SYMBOLS:

- ■ #5 DIA. ROD IN FILLED CELL
- 2X4 FRAME WALL
- 8" CMU WALL
- INTERIOR BEARING WALL
- PRECAST LINTEL
- CPT TILE — CARPET TO TILE TRANSITION
- A1 — REFER TO DETAIL SHEET
- L-16" — PRECAST COMPOSITE LINTEL SIZE
- H-12" — FRAME HEADER SIZE
- LVL-12" — LAMINATED VENEER LUMBER SIZE
- T-1 — TRUSS I.D.
- WALL FIX.
- ELECT. PANEL
- ELECT. METER
- EMERGENCY LIGHT WITH BATTERY BACKUP
- VP — VAPOR PROOF RECESSED CAN LIGHT
- RECESSED LIGHT
- EXTERIOR FLOOD LIGHT
- DUPLEX REC.
- 220 VOLT REC.
- WP GFCI — WEATHER PROOF REC.
- GFCI — GROUND FAULT CIRCUITS INTERRUPTER REC.
- ½ SWITCHED REC.
- $ — SWITCH
- $3 — 3 WAY SWITCH
- $4 — 4 WAY SWITCH
- INCAND. CEILING FIX.
- INCAND. WALL FIX.
- FLUORESCENT FIX.
- CEILING FAN
- 220V — 220 VOLT JUNCTION BOX
- 110V — 110 VOLT JUNCTION BOX
- EXHAUST FAN
- SMOKE DETECTOR WITH BATTERY BACKUP & CARBON MONOXIDE DETECTOR
- PHONE JACK
- TV — CABLE CONNECTION
- WATER CLOSET
- LAVATORY
- KITCHEN SINK
- LAUNDRY TUB
- WHIRLPOOL TUB 1101 — BATH TUB AND SHOWER
- 42"X60" SHOWER STALL 2424 — CORNER TUB
- SHOWER
- W / D — WASHING MACHINES
- W/H — WATER HEATER
- SHOWER HEAD & VALVE

45 DESIGN FORTY FIVE
LOVE WHERE YOU LIVE

PROJECT'S DESIGNER
of PRELIMINARY VISION AND GUIDE

DESIGN FORTY FIVE LLC

2002 W. LAKE OF THE ISLES PKWY
MINNEAPOLIS, MN 55405

WELCOME HOMES DRAFTING

CRC:1326643
W.HOMES@AOL.COM
386.561.8209

DRAWING INDEX:

1. COVER PAGE
2. NOTES
3. ELEVATIONS
4. ELEVATIONS
5. 1ST FLOOR PLAN
6. 2ND FLOOR PLAN
7. 3RD FLOOR PLAN

S-1 LOCATION LAYOUT
S-2 LOCATION DETAILS
S-3 SURVEY

SCOPE OF WORK:

1. CONSTRUCTION OF A MULTI-FAMILY VACATION RENTAL BUILDING

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FOR PRIORITY ATTENTION
CALL/TEXT 386-561-8209

SEAL BOX (WIND LOADS ONLY)

VACATION RENTAL
MULTI FAMILY
NEW CONSTRUCTION

OWNER:
TED BARNHILL

PLAN DATE:
5/18/2026

"PLANS CONFORM TO"
2023 8TH ED. FL. BUILDING CODE
2022 NATIONAL ELEC. CODE
2024 WFCM DESIGN CRITERIA
2022 ASCE 7-22 DESIGN CRITERIA
STRUCTUERALLY ADEQUATE FOR

ALTERATION LEVEL: NEW
RISK CATEGORY: 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: .18
CONSTRUCTION TYPE: VB

CORY A. BROCKETT, PE
LICENSE #74677

LOCATION:

1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL. 32136

PAGE:
1

NOTES & SPECIFICATIONS:

FOUNDATION

SEE FOUNDATION PLAN AND FOOTER DETAILS FOR INFORMATION.
BOTH MONOLITHIC AND OR STEMWALL FOUNDATIONS CAN BE USED FOR ALL WALL DETAILS.
STEMWALL BLOCK WALL HEIGHT MAY VARY DUE TO FIELD CONDITIONS.

BLOCK WALLS

CONCRETE SHALL HAVE A MINIMUM SPECIFIED COMPRESSIVE STRANGTH OF 2500 PSI AT 28 DAYS.
C.M.U WALL=STANDARD 8" THICK, HIEGHT, WIDTH AND SHAPE MAY VARY PER BLOCK AND PER PLAN.
BLOCK COLUMN=SIZE, SHAPE AND HIEGHT MAY VARY, SEE FLOOR OF STRUCTURAL PLAN FOR SIZE.
LINTEL=PRE-CAST AND/OR STEEL LINTEL MAY BE USED.
BOND BEAM=U-BLOCK OR LINTEL MAY BE USED.
BOND BEAM=#5 CORNER BAR MINIMUM LAP 25" EACH WAY.
#5 REBAR 90 DEGREE HOOK VERTICAL=MINIMUM 10" OVERLAP REBAR HORIZANTAL AND 25" OVERLAP VERTICAL
EACH SIDE OF EXTERIOR OPENINGS ARE TO BE MINIMUM SOLID WITH REBAR.
#5 REBAR VERTIAL FILLED CELLS=AT ALL CORNERS, 8' MAXIMAM SPACE AND BOTH SIDES OF OPENINGS.
(2) #5 REBAR ON EACH SIDE OF OPENINGS 12' AND WIDER
#5 REBAR AT EACH END OF PORCH LINTES
REBARS ARE NOT REQIARED TO LINE UP FROM FLOOR TO FLOOR AND ARE NOT REQIARED AT T-INTERSECTIONS OF 2 MASONRY WALLS

FRAME WALLS

FRAME WALLS=LOAD BEARING TO BE MINIMUM 2X4 FRAMING #2 SPF WITH STUDS AT 16" O.C.
JACKS=(1) EACH SIDE OF HEADER SPAN 0"-49"
JACKS=(2) EACH SIDE OF HEADER SPAN 49" TO 73"
JACKS=(3) EACH SIDE OF HEADER SPAN 73" TO 97"
JACKS=(4) EACH SIDE OF HEADER SPAN 97" AND UP
HEADER=STANDARD (2) 2X12 OR LAMINATED BEAM, SEE FLOOR OR TRUSS PLAN FOR ODD SIZES.
POST=MINIMUM 4X4 SEE FLOOR PLAN FOR ACTUAL SIZE.
ALL FRAMING IN CONTACT WITH MASONRY IS TO BE PRESURE TREATED OR TO HAVE A VAPOR BARRIER.
BOLTS=FOUNDATION ½" BOLT X 10" MINIMUM WITH 7" EMBEDMENT, EPOXIED ALL THREAD IF MISSING OR 8" WEDGE ANCHORS
2"X2"X⅛" WASHERS ON ALL BOLTS
21" MAXIMUM SPACING ON ALL BOLTS
SIMPSON SP1 OR SPH4=AT STUD BOTTOM, 16"O.C. MAXIMUM SPACING AND EACH SIDE OF OPENINGS.
SIMPSON SP2 OR SPH4=AT STUD TOP, 16" O.C. MAXIMUM SPACING (NOT AT HEADERS)
SIMPSON CS16 OR LSTA=EACH SIDE OF HEADERS. (UNLESS MORE IS SPECIFIED)

INSULATION

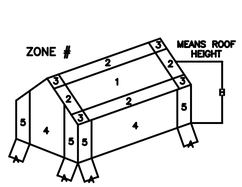
MASONRY WALLS WILL REQUIRE R-11 RIDGED FOIL AND FOAM INSULATION.
FRAME WALLS WILL REQUIRE R-13 IN 2X4'S MIN.
CEILINGS WILL REQUIRED R-30 BLOWN OR BATTED.
IF USING SPRAYED FOAM INSULATION TO BOTTOM OF ROOFING SYSTEM THEN NO ROOF OR SOFIT VENTING IS REQUIRED.
ALL VOIDS/HOLES TO OUTSIDE, ATTIC, OR FLOOR SYSTEMS WILL BE FILLED WITH FIRE PROOF SPRAY FOAM.
ALL PIPES EXPOSED TO INSIDE OR OUTSIDE WILL REQUIRE PIPE INSULATION.

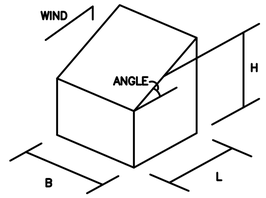
EXTERIOR FINISH

SEE ELEVATION FOR EXTERIOR FINISH.
BLOCK WALLS ADD 1X4 P.T. FURRING HORIZONTAL OR VERTICAL AT 16" O.C. FOR LAP CEMENT BOARD SIDING.
FRAME WALLS, LUMBER THAT IS IN CONTACT WITH MASONRY IS TO BE P.T..
FRAME WALLS WILL HAVE 1/2" SHEATHING NAILED W/8d AT 4" ON THE HORIZONTAL EDGES. 6" O.C. ON THE VERTICAL EDGES & 8" IN THE FIELD.
FRAME WALL WILL RECEIVE ROLL INSULATION HOUSE WRAP, THEN 15# FELT MIN. THEN WIRE OR PLASTIC LATH NAILED TO MANUFACTURES SPECIFICATIONS WITH REGARDS TO WALLS OR CEILINGS WITH A MIN. OF 7/8" OF PORTLAND CEMENT PLASTER.
(1) COAT OF ACRYLIC PRIMER SEALER.
(2) COATS OF ACRYLIC PAINT.

ROOFING

SEE ELEVATIONS FOR ROOFING TYPE.
ROOF-SHINGLES TO BE 110 MODIFIED.
ROOF-SHINGLES=30# FELT, 1/2" SHEATHING NAILED W/8d AT 4" ON EDGES & 6" IN THE FIELD.
ROOF-TILE=90# FELT, ⅝" SHEATHING NAILED W/8d AT 4" O.C. ON EDGES & 6" O.C. IN FIELD.
ROOF-METAL=30# FELT, ⅝" SHEATHING NAILED W/8d AT 4" O.C. ON EDGES & 6" O.C. IN FIELD.
FACIA=2X4 MIN. SEE ELEVATIONS FOR SIZE, CUT & OVERHANG.





WIND SPEEDS CONVERSIONS (A,B,C,)

V_{ult}	100	110	120	130	140	150	160	170	180	190	200
V_{asd}	78	85	93	101	108	116	124	132	139	147	155

FOR SI: 1 MILE PER HOUR = 0.447 M/S.
A) LINEAR INTERPOPULATION IS PERMITTED.
B) V_{ASD} = NOMINAL DESIGN WIND SPEED.
C) V_{ULT} = ULTIMATE DESIGN WIND SPEED DETERMINED FROM FIGURE R301.2(4).

COMPONENTS AND CLADDING
WALLS
Structures less than or equal to 60 ft

COMPONENT PRESSURES:

AREA	PRESSURE (psf)
4	MAX = 73.83
4	MIN = -82.22
5	MAX = 73.83
5	MIN = -82.22

Dimension a = 4.45 ft
Note, when max absolute value is less than 10 psf, use 10 psf or -10 psf as applicable.

WALLS - CONSTANTS USED

Ref: ASCE 7-22, Equation 6-17
Walls are less than or equal to 60 ft high.
Roof Angle = 26.57 deg
Mean Roof Height = 34.10 ft
Area = 7753.00 sf
Cp VALUES

AREA	Cp
4	0.70, -0.80
5	0.70, -0.80

Velocity Pressure Roof, q = 83.90 psf
Exposure Coeff. Roof, Kz = 1.19
Wind Speed, V = 180.0 MPH
Exposure Cat. = D
Importance Cat. = 2
Internal Pressure Coef., GCPi = 0.18
Topographic Factor, Kzt = 1.00
Wind Direction Factor, Kd = 0.85

BUILDING CODE SUMMARY

5 UNIT BUILDING
THIS PROJECT COMES UNDER THE JURISDICTION OF THE FOLLOWING AGENCIES FOR PERMITTING AND APPROVALS:
VOLUSIA COUNTY, FLORIDA

APPLICABLE CODES
2023 FLORIDA BUILDING CODE: BUILDING EDITION
2023 FLORIDA BUILDING CODE: EXISTING BUILDING 8TH EDITION
2023 FLORIDA BUILDING CODE: ACCESSIBILITY 8TH EDITION
2023 FLORIDA BUILDING CODE: ENERGY CONSERVATION 8TH EDITION
2023 FLORIDA BUILDING CODE: FUEL GAS 8TH EDITION
2023 FLORIDA BUILDING CODE: PLUMBING 8TH EDITION
2023 FLORIDA BUILDING CODE: ENERGY CODE 8TH EDITION
2023 FLORIDA BUILDING CODE: MECHANICAL 8TH EDITION
2023 FLORIDA FIRE PREVENTION CODE 8TH EDITION
ALL AS ADOPTED BY THE STATE OF FLORIDA AND THE COUNTY OF VOLUSIA

2023 FLORIDA BUILDING CODE : BUILDING

CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION - RESIDENTIAL GROUP R-2
(602.1) - TYPE OF CONSTRUCTION - TYPE VB -SPRINKLED

(602)PROTECTION REQUIREMENTS OF BUILDING ELEMENTS

- INTERIOR NONBEARING WALLS: 2 HOUR
- SEPARATION WALLS: NC
- COLUMNS: NC
- BEAMS, GIRDERS: NC
- FLOORS & FLOOR/CEILING ASSEMBLIES: NC
- ROOFS & ROOF/CEILING ASSEMBLIES: 2 HOUR
- EXTERIOR BEARING WALLS: 2 HOUR

INTERIOR FINISHES
ALL INTERIOR FINISHES TO BE CLASS "C" OR BETTER.
ALL EXITS AND EXIT ACCESS SHALL BE CLASS "B" OR BETTER.
CLASS "B" INTERIOR FINISH FLAME SPREAD 26 - 75 SMOKE DEVELOPMENT
0 - 450. CLASS "C" INTERIOR FINISH FLAME SPREAD 76 - 200 SMOKE DEVELOPMENT 0 - 450.

(TABLE 1004.5) MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT
RESIDENTIAL R-2 1 OCCUPANT PER 200 GROSS SQ. FT. (621 SQ FT PER UNIT / 200 = 4 OCCUPANTS)
(5,349 SQ FT ALL UNITS / 200 = 27 OCCUPANTS)

(1005.3.1 & 1005.3.2) EGRESS WIDTH PER OCCUPANT SERVED
OTHER EGRESS 0.2 INCHES X 74 OCCUPANTS = 14.8 INCHES REQUIRED (64 INCHES PROVIDED)

(1005.7.1)DOOR ENCROACHMENT DOORS OPENING INTO THE PATH OF EGRESS TRAVEL SHALL NOT REDUCE THE REQUIRED WIDTH TO LESS THAN ONE-HALF DURING THE COURSE OF THE SWING. WHEN FULLY OPEN, THE DOOR SHALL NOT PROJECT MORE THAN 7 INCHES (178 MM) INTO THE REQUIRED WIDTH.

(1008.3.2)BUILDINGS EGRESS ILLUMINATION
IN THE EVENT OF POWER SUPPLY FAILURE IN BUILDINGS THAT REQUIRE TWO OR MORE MEANS OF EGRESS, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE ALL OF THE FOLLOWING AREAS:
1.INTERIOR EXIT ACCESS STAIRWAYS AND RAMPS.
2.INTERIOR AND EXTERIOR EXIT STAIRWAYS AND RAMPS.
3.EXIT PASSAGEWAYS.
4.VESTIBULES AND AREAS ON THE LEVEL OF DISCHARGE USED FOR EXIT DISCHARGE IN ACCORDANCE WITH SECTION 1028.1.
5.EXTERIOR LANDINGS AS REQUIRED BY SECTION 1010.1.6 FOR EXIT DOORWAYS THAT LEAD DIRECTLY TO THE EXIT DISCHARGE.

(1010.3.2)DOOR SWING. EGRESS DOORS SHALL BE PIVOTED OR SIDE HINGED SWINGING TYPE.
PIVOT OR SIDE-HINGED SWINGING DOORS SHALL SWING IN THE DIRECTION OF EGRESS TRAVEL WHERE SERVING A ROOM OR AREA CONTAINING AN OCCUPANT LOAD OF 50 OR MORE PERSONS OR A GROUP H OCCUPANCY.

(1017.2) EXIT ACCESS TRAVEL DISTANCE - R-2 UN-SPRINKLED 200 (FEET)

(TABLE 1017.2) EXIT ACCESS TRAVEL DISTANCE
OCCUPANT LOAD (PERSONS PER STORY): 1-500 PERSONS
MINIMUM NUMBER OF EXITS (PER STORY): 2 EXITS PER STORY (2 EXITS PROVIDED)
CANNOT EXIT THROUGH A STORAGE AREA

2023 FLORIDA BUILDING CODE: PLUMBING

(TABLE 403.1) MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES
TOTAL OCCUPANTS - RESIDENTIAL R-2 74
MALE WATER CLOSETS REQUIRED - (ONE PER UNIT)
FEMALE WATER CLOSETS REQUIRED - (ONE PER UNIT)
LAVATORIES REQUIRED - (ONE PER UNIT)
BATHTUBS / SHOWERS REQUIRED - (ONE PER UNIT)
DRINKING FOUNTAINS REQUIRED - (NONE REQUIRED)
SERVICE SINK - (NONE REQUIRED)

2023 NFPA 1: FIRE CODE

(NFPA 1: 11.1.7.1*)
MEANS SHALL BE PROVIDED FOR THE FIRE DEPARTMENT TO DISCONNECT THE ELECTRICAL SERVICE TO A BUILDING,STRUCTURE,OR FACILITY WHEN THE ELECTRICAL INSTALLATION IS COVERED UNDER THE SCOPE OF NFPA 70

2023 NFPA 101: LIFE SAFETY CODE

(NFPA 101: 7.10.1.3) EXIT DOOR TACTILE SIGNAGE. TACTILE SIGNAGE SHALL BE PROVIDED TO MEET THE FOLLOWING CRITERIA UNLESS PROVIDED IN 7.10.1.4 (1) TACTILE SIGNAGE SHALL BE LOCATED AT EACH EXIT DOOR REQUIRING AN EXIT SIGN (2) TACTILE SIGNAGE SHALL READ AS FOLLOWS: EXIT. (3) TACTILE SIGNAGE SHALL COMPLY WITH 703 OF FBCA AMERICAN NATIONAL STANDARD FOR ACCESSIBLE AND USABLE BUILDING AND FACILITIES

EXIT DOORS - SHALL NOT BE SUBJECT TO THE USE OF A KEY OR REQUIRE SPECIAL KNOWLEDGE TO OPERATE

GENERAL NOTES

EGRESS DOORS
EACH DOOR IN MEANS OF EGRESS MAY BE PROVIDED WITH A LATCH OR LOCK ONLY IF IT IS PANIC HARDWARE OR FIRE EXIT HARDWARE, WHICH RELEASES WHEN PRESSURE OF NO MORE THAN 15 LB. IS APPLIED TO THE RELEASING DEVICE IN THE DIRECTION OF EXIT TRAVEL. SUCH RELEASING DEVICE MAY BE BARS OR PANELS EXTENDING NOT LESS THAN ONE-HALF THE WIDTH OF THE DOOR AND PLACED AT HEIGHTS SUITABLE FOR THE SERVICE REQUIRED, BUT NOT LESS THAN 30 INCHES OR MORE THAN 44 INCHES ABOVE THE FLOOR. WHENEVER PANIC HARDWARE IS USED ON A LABELED FIRE DOOR, THE PANIC HARDWARE SHALL BE LABELED AS FIRE EXIT HARDWARE.

FLOOR & WALL PENETRATIONS
TO BE ACCORDING TO RATING OF ASSEMBLY BY A SYSTEM BEARING THE APPROPRIATE UL. DESIGN NO. THESE ASSEMBLIES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL AND COPIES OF ASSEMBLY DETAILS TO BE KEPT ON SITE BY CONTRACTOR DURING CONSTRUCTION.

NOTES

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(ALL CONTRACTORS & SUB-CONTRACTORS)
UNFORESEEN STRUCTURAL ISSUI "MUST BE MADE KNOWN" TO THE DESIGN PROFESSIONAL OF RECORD AT THE TIME OF DISCOVERY

FOR PRIORITY ATTENTION
CALL/TEXT 386-561-8209

SEAL BOX (WIND LOADS ONLY)

VACATION RENTAL
MULTI FAMILY
NEW CONSTRUCTION

OWNER:
TED BARNHILL

PLAN DATE:
5/18/2026

"PLANS CONFORM TO"
2023 8TH ED. FL. BUILDING COD
2022 NATIONAL ELEC. CODE
2024 WFCM DESIGN CRITERIA
2022 ASCE 7-22 DESIGN CRITERI
STRUCTURALLY ADEQUATE FOR

ALTERATION LEVEL: NEW
RISK CATEGORY: 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: .18
CONSTRUCTION TYPE: VB

CORY A. BROCKETT, PE
LICENSE #74677

LOCATION:
1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL 32136

PAGE:
2
SCALE: ¼" = 1 FOOT

EXTERIOR PLASTERING GUIDELINES:

STUCCO INSTALLATION, PROCEDURES AND GUIDELINES
THE FOLLOWING DOCUMENT IS BASED ON THE 2020 FBC, FBCR, ASTM C926, ASTM C1063, AND OTHER APPLICATION GUIDES REGARDING STUCCO INSTALLATION, PROCEDURES AND PRACTICES. THIS DOCUMENT IS NOT ALL INCLUSIVE AND DOES NOT COVER ALL THE REQUIREMENTS FOR COMPLIANT INSTALLATION OF STUCCO. THIS DOCUMENT IS MEANT TO BE USED AS A GUIDE TO ADDRESS SOME OF THE COMMON INSTALLATION AND PROPER APPLICATION ISSUES FOUND DURING FIELD INSPECTIONS.
CONVENTIONAL STUCCO OVER MASONRY SURFACES MAY BE APPLIED WITH TWO OR THREE COATS. TWO-COAT SYSTEMS OVER MASONRY CONSIST OF: FIRST COAT = 3/8 INCH THICK AND FINISH COAT = 1/8 INCH THICK; OR OVER CAST CONCRETE CONSIST OF: FIRST COAT = 1/4 INCH THICK AND FINISH COAT = 1/8 INCH THICK. THREE-COAT SYSTEMS CONSIST OF: FIRST COAT = 1/4 INCH THICK, SECOND COAT = 1/4 INCH THICK, AND FINISH COAT = 1/8 INCH THICK OVER BOTH MASONRY AND CAST CONCRETE.
□ WHEN REQUIRED BY ASTM C 926, SECTION 5.2.2; AN EXTERIOR BONDING AGENT, CONFORMING TO ASTM C 932, SHALL BE USED ON ALL MASONRY SURFACES. IN LIEU OF A BONDING AGENT, A DASH COAT, ROUGHING THE SURFACE, OR METAL LATH ARE ALSO ACCEPTABLE METHODS FOR BONDING.
□ FBC 2510.3 INSTALLATION, REFERENCES ASTM C 926 REQUIRES FORM TIES OR OTHER OBSTRUCTIONS (INCLUDING MASONRY CUT NAILS FOR CLEAN OUT OPENING FORMS) TO BE REMOVED OR TRIMMED BACK EVEN WITH THE SURFACE OF THE SOLID BASE. IN ADDITION, IF THE NAILS ARE TO BE TRIMMED FLUSH AND LEFT IN PLACE, THEY NEED TO BE CORROSION RESISTANT AS WOULD BE REQUIRED FOR LATH OR OTHER METAL ACCESSORIES, ASTM C 926 SECTION 5.2 AND C 1063 SECTION 6.

WOOD:
CONVENTIONAL STUCCO OVER WOOD SHOULD ALWAYS BE APPLIED AS A THREE-COAT SYSTEM. SCRATCH COAT =3/8 INCH THICK, BROWN COAT =3/8 INCH THICK, AND FINISH COAT =1/8 INCH THICK. THE SCRATCH COAT MUST BE SCORED HORIZONTALLY ON VERTICAL SURFACES. SUCCESSIVE COATS SHOULD BE APPLIED AS SOON AS POSSIBLE AFTER THE UNDERLYING COAT HAS SUFFICIENT STRENGTH AND RIGIDITY TO RESIST DAMAGE WHEN THE NEXT COAT IS APPLIED. A MIST CURE SHALL BE MAINTAINED AS NEEDED FOR CLIMATIC CONDITIONS.
□ WHERE STRUCTURAL WOOD PANELS ARE USED FOR SHEATHING, A MINIMUM 1/8 INCH SEPARATION SHALL BE PROVIDED.
□ THE WEATHER RESISTANT BARRIER (WRB) MUST BE INSTALLED PER SECTIONS R703.6.3 OF THE FLORIDA BUILDING CODE RESIDENTIAL AND 1404.2.1 OF THE FLORIDA BUILDING CODE. WHERE CEMENT PLASTER (STUCCO) IS TO BE APPLIED TO LATH OVER FRAME CONSTRUCTION, MEASURES SHALL BE TAKEN TO PREVENT BONDING BETWEEN THE CEMENT PLASTER AND THE WATER RESISTIVE BARRIER. A BOND BREAK SHALL BE PROVIDED BETWEEN THE WATER RESISTIVE BARRIER AND THE CEMENT PLASTER (STUCCO) CONSISTING OF ONE OF THE FOLLOWING:
1. TWO LAYERS OF AN APPROVED WATER RESISTANT BARRIER MATERIAL, OR
2. ONE LAYER OF AN APPROVED WATER RESISTANT BARRIER OVER AN APPROVED PLASTIC HOUSE WRAP, OR
3. OTHER APPROVED METHODS OR MATERIALS APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

□ LATHING SHALL BE CONNECTED TO THE FRAMING MEMBERS 7 INCHES ON CENTER. LATH SHALL BE ATTACHED TO HORIZONTAL WOOD FRAMING MEMBERS WITH 1.5 INCH ROOFING NAILS AND TO VERTICAL WOOD FRAMING MEMBERS WITH 6D COMMON NAILS OR 1 INCH ROOFING NAILS DRIVEN TO PENETRATION OF NOT LESS THAN ¾ INCH, OR 1 INCH WIRE STAPLES DRIVEN FLUSH WITH THE PLASTER BASE. STAPLES SHALL HAVE CROWNS NOT LESS THAN ¾ INCH AND SHALL ENGAGE NOT LESS THAN THREE STRANDS OF LATH AND PENETRATE THE WOOD FRAMING MEMBERS NOT LESS THAN ¾ INCH. THE FASTENERS MUST PENETRATE THE WOOD FRAMING MEMBERS NOT LESS THAN 3/4 INCH AND NOT BE INSTALLED RANDOMLY IN THE WALL SHEATHING.
□ EXPANDED 3/8" RIB LATH SHALL BE ATTACHED TO HORIZONTAL AND VERTICAL WOOD FRAMING MEMBERS WITH NAILS OR STAPLES TO PROVIDE NOT LESS THAN 1 ¾" PENETRATION INTO HORIZONTAL WOOD MEMBERS, ¾" PENETRATION INTO VERTICAL WOOD FRAMING MEMBERS.
□ LAPPING OF METAL PLASTER BASE. SIDE LAPS SHALL BE SECURED TO FRAMING MEMBERS. THEY SHALL BE TIED BETWEEN SUPPORTS WITH WIRE AT INTERVALS NOT MORE THAN 9 INCHES. LATH SHALL BE LAPPED ½ INCH AT THE SIDES, 1 INCH AT ENDS. WHERE END LAPS OCCUR BETWEEN THE FRAMING MEMBERS, THE ENDS OF THE SHEETS SHALL BE LACED OR WIRE TIED.
□ LATHING SHALL BE SELF-FURRING OR FURRED OUT FROM SOLID BASES AND COMPLY WITH ASTM C 1063, TABLE 3. MAXIMUM ON CENTER SPACING OF FRAMING MEMBERS SHALL BE NO MORE THAN 24 INCHES. LATH WEIGHT SHOULD BE MINIMUM 2.5 LB/SQYD.
□ LATH ACCESSORIES SHALL HAVE PERFORATED OR EXPANDED FLANGES, TO PERMIT COMPLETE EMBEDMENT IN THE PLASTER, AND BE DESIGNED TO RECEIVE THE SPECIFIED THICKNESS OF PLASTER. ACCESSORIES INCLUDE CONTROL JOINTS, EXPANSION JOINTS, CORNER BEAD, CASING BEAD (PLASTER STOP), CORNERITE, WEEP SCREED, ETC.
□ CONTROL JOINTS (EXPANSION AND CONTRACTION) SHALL BE INSTALLED IN WALLS TO DELINEATE AREAS NOT MORE THAN 144 SQ. FT. ON VERTICAL SURFACES AND 100 SQ. FT. ON HORIZONTAL SURFACES. THE DISTANCE BETWEEN CONTROL JOINTS SHALL NOT EXCEED 18 FEET, IN EITHER DIRECTION, OR EXCEED LENGTH- TO-WIDTH RATIO OF 2-1/2 TO 1. THE ASTM STANDARD REQUIRES THE PAPER TO BE INSTALLED, CONTINUOUS, BEHIND THE JOINT MATERIAL AND THAT LATH SHALL NOT BE CONTINUOUS THROUGH CONTROL JOINTS, BUT SHALL BE STOPPED AND FASTENED (WIRE TIED) ON EACH SIDE OF THE CONTROL JOINT. ALL ACCESSORIES MUST BE INSTALLED TO RECEIVE A MINIMUM 7/8 INCH APPLICATION FOR A THREE-COAT SYSTEM OVER WOOD.
□ CONTROL JOINTS MUST BE CONTINUOUS THROUGH DECORATIVE BANDS OR OTHER EMBELLISHMENTS, SO THEY WILL NOT RESTRICT PANEL MOVEMENT.
□ TYPICAL LOCATIONS FOR CONTROL JOINTS WOULD INCLUDE: OFF CORNERS OF WINDOWS, STRUCTURAL PLATE LINES (EXPECTING MINIMAL MOVEMENT) AND JUNCTURES OF DISSIMILAR SUBSTRATES.
□ TYPICAL LOCATIONS FOR EXPANSION JOINTS WOULD INCLUDE: STRUCTURAL PLATE LINES (EXPECTING SIGNIFICANT MOVEMENT) AND AT STRUCTURE EXPANSION JOINTS.
□ ACCESSORIES AND END LAPS OF METAL LATH, WHERE THEY OCCUR BETWEEN FRAMING MEMBERS, MAY BE STAPLED OR NAILED TO THE SUBSTRATE OR WIRED; 9 INCHES ON CENTER FOR END LAPS AND 18 INCHES ON CENTER FOR ACCESSORIES.
□ AT THE INTERSECTIONS OF VERTICAL AND HORIZONTAL CONTROL JOINTS, THE HORIZONTAL CONTROL JOINT SHALL BE CUT TO FIT AND BUTTED TO THE CONTINUOUS, UNINTERRUPTED, VERTICAL CONTROL JOINT. EMBED ALL ACCESSORY ENDS, ANGLES, BUTTS, AND INTERSECTIONS IN SEALANT AT TIME OF INSTALLATION.
□ IN WOOD-FRAME CONSTRUCTION, ACCENT FEATURES (FOAM, ACCENT STRIPS, BANDING, AND TRIM) SHOULD BE INSTALLED OVER THE BROWN COAT, USING ADHESIVE AND MINIMUM FASTENERS PENETRATING THE STUCCO. (SEE RECOMMENDED PRACTICE SECTION)
ALTERNATIVE METHODS: (ACCENT FEATURES APPLIED DIRECTLY OVER METAL LATH)
1. ACCENT FEATURES MAY BE INSTALLED DIRECTLY OVER METAL LATH WHEN THEY ARE PROPERLY FLASHED OR THE WRB AND LATH EXTEND OVER THE TOP SECTION OF THE ACCENT FEATURE.
2. ACCENT FEATURES MAY BE INSTALLED DIRECTLY OVER METAL LATH WHEN THEY ARE ISOLATED FROM THE STUCCO AS PRESCRIBED IN ASTM C 926, SEC. A2.3.3. THIS METHOD MAY REQUIRE A RENEWABLE BACKER-ROD AND SEALANT JOINT.
3. A PROPRIETARY DETAIL, USING SYNTHETIC STUCCO AND REINFORCING MESH.
NOTE: DETAILS FOR ALTERNATIVE METHODS MUST BE SHOWN ON PLANS AND APPROVED BY THE BUILDING OFFICIAL.

□ THE TERMINATION OF THE STUCCO AT THE BASE OF A WOOD STRUCTURE SHALL BE PER ASTM C-926, SECTION A2.2.2.
□ A WEEP SCREED SHALL BE INSTALLED PER ASTM STANDARD 1063-06 SECTION 7.11.5. SEE BELOW:
□ A FOUNDATION WEEP SCREED SHALL HAVE A SLOPED, SOLID, OR PERFORATED, GROUND OR SCREED FLANGE TO FACILITATE THE REMOVAL OF MOISTURE FROM THE WALL CAVITY AND VERTICAL ATTACHMENT FLANGE NOT LESS THAN 3.5 INCHES LONG. THE BOTTOM EDGE OF THE WEEP SCREED IS PLACED NOT LESS THAN 1 INCH BELOW THE JOINT FORMED BY THE FOUNDATION AND FRAMING. THE WATER RESISTIVE BARRIER AND LATH SHALL ENTIRELY COVER THE VERTICAL ATTACHMENT FLANGE AND TERMINATE AT THE TOP EDGE OF THE NOSE OR GROUND FLANGE.
□ RAW EARTH, GRADE SHALL BE NOT LESS THAN 4 INCHES BELOW THE NOSE OF THE WEEP SCREED, PAVED SURFACES SHALL BE NOT LESS THAN 2 INCHES BELOW THE NOSE OF THE WEEP SCREED.
□ ROOF LINES SHALL BE NOT LESS THAN 2 INCHES BELOW THE STUCCO TERMINATION.
RECOMMENDED
ALTERNATIVE

TRIM COLOR
WHITE

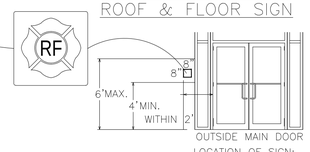
RAILING COLOR
WHITE

FRONT
EAST

GUARDRAIL NOTE

ALL PORCHES, BALCONIES, RAISED FLOORS, SURFACE OF LANDINGS LOCATED MORE THAN 30" ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE A GUARDRAIL
ALL RESIDENTIAL GUARDRAILS MUST BE A MIN. OF 36" HIGH
ALL COMMERCIAL GUARDRAILS MUST BE A MIN. OF 42" HIGH
ALL GUARDRAILS MUST BE DESIGNED FOR 200 POUNDS OF FORCE IN ANT DIRECTION WITH A MAX. OF 4" SPINDLE SPACING AND A MAX. OF 6" SPIRE UNDER GUARDRAIL AT TREADS & RISERS

LIGHT WEIGHT TRUSS
ROOF & FLOOR SIGN



LOCATION OF SIGN:

Flagler Beach Vacation Rentals
1708 South Ocean Shore Blvd. Flagler Beach, Fl. 32136
WWW.FBVR.NET
386-517-6700

LEFT
SOUTH

ELEVATIONS

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FOR PRIORITY ATTENTION
CALL/TEXT 386-561-8209

SEAL BOX (WIND LOADS ONLY)

VACATION RENTAL
MULTI FAMILY
NEW CONSTRUCTION

OWNER:
TED
BARNHILL

PLAN DATE:
5/18/2026

"PLANS CONFORM TO"
2023 8TH ED. FL. BUILDING CODE
2022 NATIONAL ELEC. CODE
2024 WFCM DESIGN CRITERIA
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STRUCTURALLY ADEQUATE FOR

ALTERATION LEVEL: NEW
RISK CATEGORY: 2
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EXPOSURE CATEGORY: D
INTERNAL PRESSURE: .18
CONSTRUCTION TYPE: VB

CORY A. BROCKETT, PE
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LOCATION:

1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL. 32136

PAGE:
3

SCALE: ¼" = 1 FOOT

EXTERIOR PLASTERING GUIDELINES:

PLEASE NOTE THE POSITION OF THE WOOD STRUCTURAL PANEL (OSB OR PLYWOOD), IN THE RECOMMENDED ILLUSTRATION. IT IS RAISED OFF THE CONCRETE AND ALIGNED WITH THE FACE OF THE FOUNDATION. CARE MUST BE TAKEN TO CONSTRUCT FOUNDATION WALLS STRAIGHT AND TRUE. IN AREAS WHERE THE BOTTOM OF THE WOOD STRUCTURAL PANEL IS EXPOSED, IT SHALL HAVE AN 'EXTERIOR' BOND CLASSIFICATION ('EXPOSURE 1' IS NOT RATED FOR LONG-TERM EXPOSURE) OR BE OTHERWISE PROTECTED AS SHOWN IN THE ALTERNATIVE ILLUSTRATION, OR AS APPROVED BY THE BUILDING OFFICIAL. BOAF INFORMAL INTERPRETATION NUMBER 2656, ATTACHED, MAY BE USED BY THE BUILDING OFFICIAL FOR GUIDANCE AS TO THE INTENT OF THE FLORIDA BUILDING CODE.

MID-WALL

□ FBC-R703.15 DRAINED ASSEMBLY WALL OVER MASS ASSEMBLY WALL. REQUIRES FLASHING OR OTHER APPROVED DRAINAGE SYSTEM (SIMILAR TO THE DETAIL ABOVE), INSTALLED AS REQUIRED BY SECTION R703.8, AT THE BASE OF FRAMED WALLS OVER MASONRY WALLS. ONE-PIECE AND TWO-PIECE ACCESSORIES ARE AVAILABLE TO MEET THIS REQUIREMENT.

□ SEPARATION SHALL BE PROVIDED WHERE STUCCO PLASTER ABUTS DISSIMILAR MATERIALS, OPENINGS, AND FENESTRATION PRODUCTS AND THE JUNCTURE SHALL BE SEALED WITH SEALANT. SEE FBC-R703.6.5, R612.12 AND ASTM C 926, SEC. 7.1.4.

□ THE WEATHER-RESISTANT BARRIER (WRB), BOND-BREAK, LATH, AND STUCCO SHALL BE INSTALLED TO THE TOP OF THE WALL TOP PLATE, INCLUDING BEHIND SOFFITS. WHERE WALLS BUTT INTO PERPENDICULAR WALLS, ROUGH FRAMING SHALL NOT CONTACT PERPENDICULAR WALL SHEATHING; PROVIDE SUFFICIENT SPACE TO INSTALL CONTINUOUS WRB, BOND-BREAK, LATH, AND STUCCO.

□ 2010 FBC, SEC. R703.6.5 FENESTRATION STATES:
THE JUNCTURE OF EXTERIOR PLASTER AND FENESTRATION PRODUCTS SHALL BE SEALED WITH A SEALANT COMPLYING WITH SECTION R612.12. THE DOCUMENTS REFERENCED IN SECTION R612.12 SPECIFY TYPES OF SEALANT AND SEALANT JOINTS, WITH BACKER-ROD. THIS METHOD OF SEALING JOINTS AROUND WINDOWS IS THE RECOMMENDED PRACTICE.

RECOMMENDED PRACTICE:
THE FOLLOWING RECOMMENDED PRACTICES, WHEN CAREFULLY DONE, WILL PROVIDE ENHANCED PROTECTION AGAINST WATER INTRUSION INTO FRAMED WALL SYSTEMS.

□ INSTALLING ACCENT FEATURES (FOAM, ACCENT STRIPS, BANDING, AND TRIM) OVER A PROPER STUCCO BASE COAT (SCRATCH AND BROWN COATS) HELPS ELIMINATE A MAJOR SOURCE OF MOISTURE INTRUSION. THIS METHOD IS HIGHLY ENCOURAGED AND CONSIDERED RECOMMENDED PRACTICE.

GENERAL NOTES:
1. STUCCO ON WOOD FRAME SHALL BE MIN. 7/8", 3-COAT APPLICATION.
2. STUCCO ON MASONRY SHALL BE MIN. 1/2", 2-COAT APPLICATION OR 5/8", 3-COAT APPLICATION.
3. WRB SHOULD EXTEND DOWN, OVER THE UPPER FLANGE OF WEEP SCREED OR ACCESSORY IN A SHINGLE-LAP FASHION.

□ INSTALLING A STRIP OF SELF-ADHERING FLASHING OR SELF-SEALING MEMBRANE UNDER TRIM, BANDING, AND LATH ACCESSORIES (BOTH VERTICAL AND HORIZONTAL) HELPS PROTECT AGAINST WATER INTRUSION WHERE FASTENERS PENETRATE THE WRB.

□ SELF-FURRING, PAPER-BACK LATH (MADE WITH 10-MINUTE, GRADE D PAPER) OVER HOUSE WRAP MEETS ALL OF THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. SELF-FURRING, UNBACKED LATH OVER TWO LAYERS OF WRB, CONSISTING OF A LAYER OF 60-MINUTE, GRADE D PAPER (OR BETTER) OVER A LAYER OF HOUSE WRAP WILL PROVIDE ENHANCED PROTECTION AGAINST WATER INTRUSION.

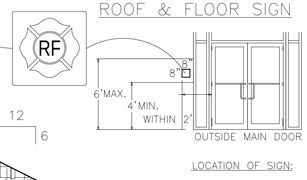
□ WHEN INSTALLING THE WRB'S, CARE MUST BE TAKEN TO KEEP THE MEMBRANES TIGHT INTO THE CORNER, SO THE LATH CAN BE INSTALLED WITHOUT PUNCTURING THE WRB'S.

□ IN MULTISTORY, FRAME CONSTRUCTION, WHERE STUCCO WALL COVERING IS CONTINUOUS PAST A FLOOR; A WEEP SCREED SHOULD BE PROVIDED, WITH EXPANSION/CONTRACTION CAPABILITIES, OR OTHER EFFECTIVE MEANS TO DRAIN AWAY ANY WATER THAT MAY GET BEHIND THE PLASTER,

REAR
WEST

SHINGLE COLOR
OYSTER GRAY

LIGHT WEIGHT TRUSS
ROOF & FLOOR SIGN



LOCATION OF SIGN:

12
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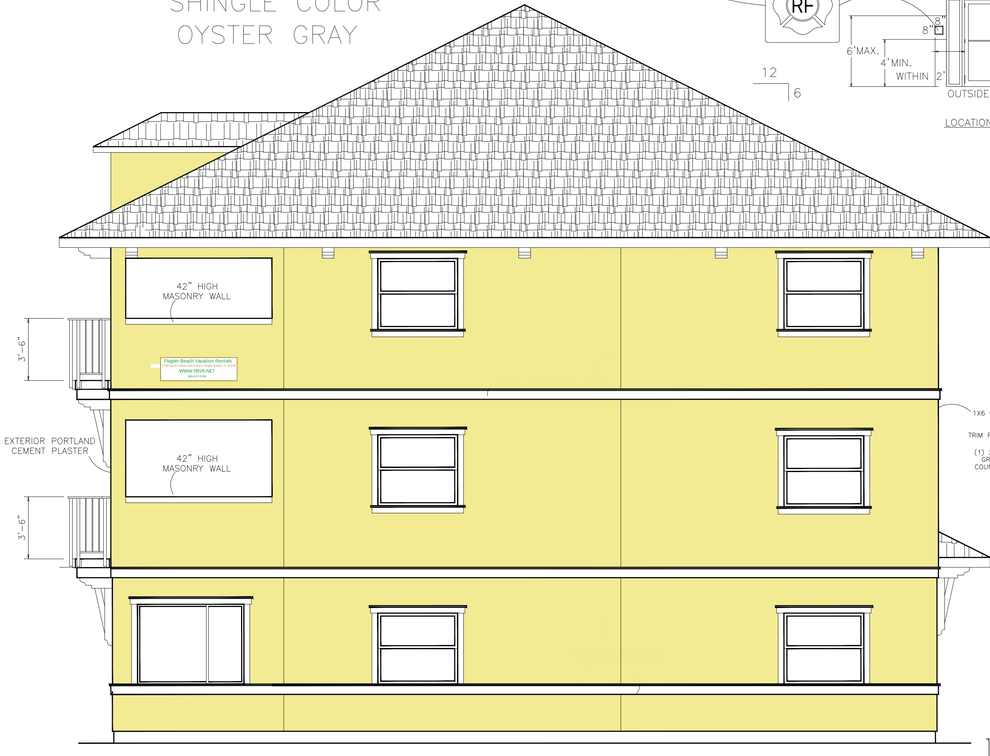

NORTH
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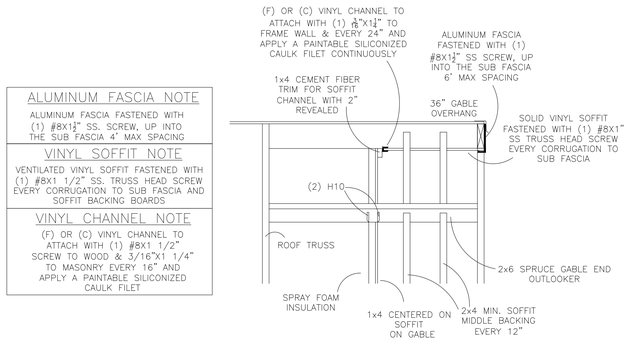
ELEVATIONS



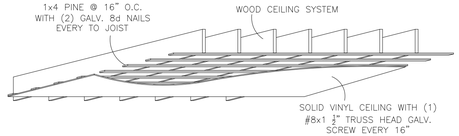
GABLE OVERHANG DETAIL

ALUMINUM FASCIA NOTE
ALUMINUM FASCIA FASTENED WITH (1) #8X1½" SS. SCREW, UP INTO THE SUB FASCIA 4' MAX SPACING

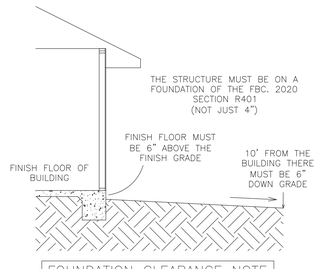
VINYL SOFFIT NOTE
VENTILATED VINYL SOFFIT FASTENED WITH (1) #8X1 1/2" SS. TRUSS HEAD SCREW EVERY CORRUGATION TO SUB FASCIA AND SOFFIT BACKING BOARDS

VINYL CHANNEL NOTE
(F) OR (C) VINYL CHANNEL TO ATTACH WITH (1) #8X1 1/2" SCREW TO WOOD & 3/16"X1 1/4" TO MASONRY EVERY 16" AND APPLY A PAINTABLE SILICONIZED CAULK FILET

EXTERIOR CEILING NOTES:
PORCH CEILINGS GET A 1x4 EVERY 16" WITH (2) 8d NAILS TO EACH FRAMING MEMBER
THEN
VINYL (J) CHANNEL FASTENED WITH (1) 1 ½" EXTERIOR GRADE SCREW EVERY 12"
THEN
SOLID VINYL FASTENED WITH (1) 1 ½" SCREW EVERY 16"



EXTERIOR CEILING DETAIL

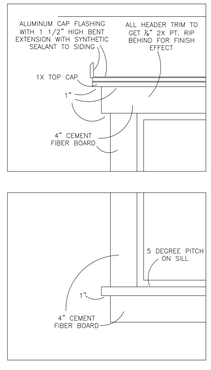


FOUNDATION CLEARANCE NOTE
MIN. 6" CLEARANCE FOR FINISH GRADE TO FINISH FLOOR ELEVATION

EXTERIOR TEXTURE NOTES: MASONRY
2-COAT SYSTEM OF GRAY EXTERIOR PORTLAND CEMENT TO MATCH EXISTING METHODS WITH PLASTIC STOPS, CORNER BEADS, PRIMER AND PAINT.

EXTERIOR TEXTURE NOTES: FRAME
ALL WOOD FRAME WALL AREAS THAT GET PLASTERED GET (2) APPLICATIONS OF HOUSE WRAP, PLASTIC LATH NAILED WITH 1 ½" GALV. ROOFING NAILS EVERY 5" APART MAX. 3-COAT SYSTEM OF GRAY EXTERIOR PORTLAND CEMENT, ⅞" TOTAL THICKNESS WITH PLASTIC STOPS, CORNER BEADS, PRIMER AND PAINT.

ALL MASONRY WALL GET 2-COAT SYSTEM OF GRAY EXTERIOR PORTLAND CEMENT TO MATCH EXISTING METHODS WITH PLASTIC STOPS, CORNER BEADS, PRIMER AND PAINT.



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License #74677
2939 NW 39th Place
Gainesville, Fl. 32605
(352) 359-1982

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UNFORESEEN STRUCTURAL ISSUES "MUST BE MADE KNOWN" TO THE DESIGN PROFESSIONAL OF RECORD AT THE TIME OF DISCOVERY

FOR PRIORITY ATTENTION
CALL/TEXT 386-561-8209

SEAL BOX (WIND LOADS ONLY)

VACATION RENTAL MULTI FAMILY NEW CONSTRUCTION

OWNER:
TED BARNHILL

PLAN DATE:
5/18/2026

"PLANS CONFORM TO"
2023 8TH ED. FL. BUILDING CODE
2022 NATIONAL ELEC. CODE
2024 WFCM DESIGN CRITERIA
2022 ASCE 7-22 DESIGN CRITERIA
STRUCTURALLY ADEQUATE FOR

ALTERATION LEVEL: NEW
RISK CATEGORY: 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: .18
CONSTRUCTION TYPE: VB

CORY A. BROCKETT, PE
LICENSE #74677

LOCATION:
1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL. 32136

PAGE:
4

SCALE: ¼" = 1 FOOT

1ST FLOOR AREA TABULATIONS	
638sf	UNIT #1 LIVING
153sf	UNIT #1 FLORIDA ROOM
638sf	UNIT #2 LIVING
153sf	UNIT #2 FLORIDA ROOM
578sf	COMMON AREA LIVING
398sf	STORAGE AREA
	LAUNDRY ROOM
	CORRIDOR
	STAIR WELL
	ELEVATOR
1,850sf	1ST LIVING TOTAL
2,558sf	1ST FLOOR TOTAL

2ND FLOOR AREA TABULATIONS	
638sf	UNIT #3 LIVING
153sf	UNIT #3 OCEAN DECK
544sf	UNIT #4 LIVING
124sf	UNIT #4 OCEAN DECK
638sf	UNIT #5 LIVING
153sf	UNIT #5 OCEAN DECK
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1,820sf	2ND LIVING TOTAL
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638sf	UNIT #6 LIVING
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1,820sf	3RD LIVING TOTAL
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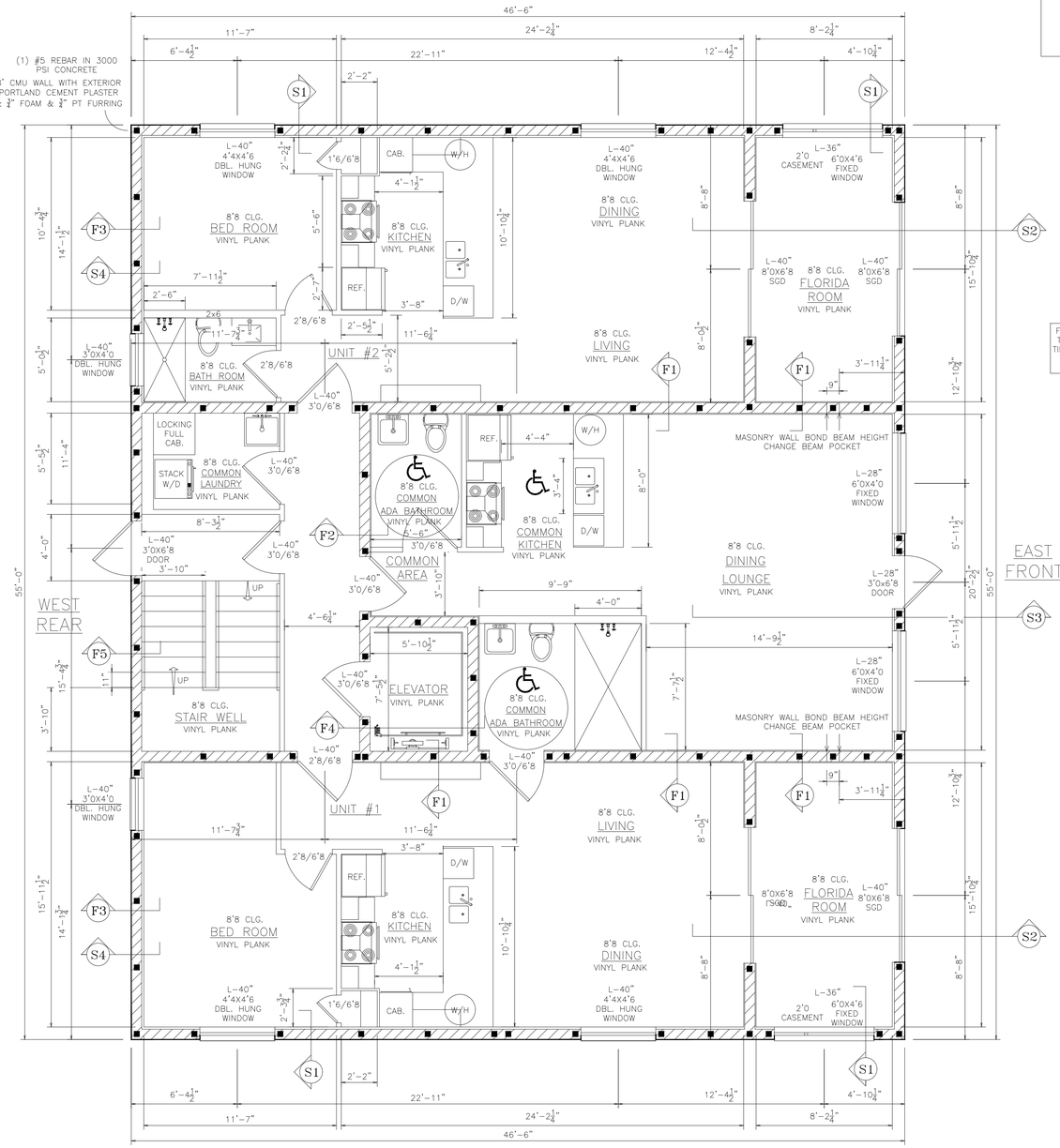
TOTAL AREA TABULATIONS	
5,490sf	LIVING
7,752sf	TOTAL

NORTH
RIGHT



WEST
REAR

EAST
FRONT

SOUTH
LEFT

AREA UNDER THE STAIRS SHALL NOT BE USED AS STORAGE

TILE WALLS NOTES

SHOWER AREA TILE BACKER BOARD WITH TILE FASTENED WITH 1 ¼" TILE BACKER SCREWS EVERY 5" ON PT. FURRING STRIPS & 2X4 STD FRAMING

BLOCK WALLS NOTES

CONCRETE – SHALL HAVE A MINIMUM SPECIFIED COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
LINTEL – PRE-CAST or POWER BOX LINTEL W/(1) #5 REBAR HORIZ. SOLID FILLED CONCRETE
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BOND BEAM – U-BLOCK WITH (1) #5 REBAR HORIZONTAL SOLID CONCRETE FILLED
MASONRY SILL – PRECAST MASONRY SILL
REBAR 90° HOOK – #5 REBAR 10" OVERLAP REBAR HORIZ. AND 25" OVERLAP REBAR VERTICAL.
VERTICAL FILLED CELL – (1)#5 REBAR VERTICAL SOLID FILLED CONCRETE

WALL LEGEND

(INTERIOR DIMENSIONS ARE FROM THE FURRING)

- 9" — 8"CONCRETE MASONRY UNIT LOAD BEARING WALL–DRAWN AT 9"
- 6" — 2X6 SPRUCE–FRAME LOAD BEARING WALL–DRAWN AT 6"
- 5 1/2" — 2X6 SPRUCE–FRAME NON–LOAD BEARING WALL–DRAWN AT 5 1/2"
- 4" — 2X4 #2 PINE–FRAME LOAD–BEARING WALL–DRAWN AT 4"
- 3 1/2" — 2X4 SPRUCE–FRAME NON–LOAD BEARING WALL–DRAWN AT 3 1/2"

INTERIOR DOORS GET WITH 3" RETURNS FOR TRIM

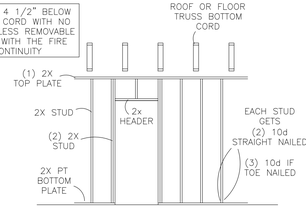
SIMPSON ANCHOR SYSTEM CATALOG C–2010

2500 PSI MIN. CONRETE STRENGTH

ANCHOR DIA.	DRILL BIT DIA. (IN)		EMBED. DEPTH E	TENSION LOAD BASED ON BOND STRENGTH						TENSION LOAD BASED ON STEEL STRENGTH
				NO EDGE		NEAR EDGE		CORNER		
				AT	SAT	AT	SAT	AT	SAT	
5/8"	11/16"	3/4"	2 1/2	2125	1695	1065	815	1065	815	5875
			5 1/2	6505	6680	3255	3205	2340	2245	
			9 3/8	7920	8350	4830	5345	3335	3820	

INTERIOR NONE BEARING FRAME WALL DETAIL

FRAME WALL HEIGHT 4 1/2" BELOW THE TRUSS BOTTOM CORD WITH NO TIE IN TO TRUSS UNLESS REMOVABLE TO NOT INTERFERE WITH THE FIRE RESISTANCE CONTINUITY

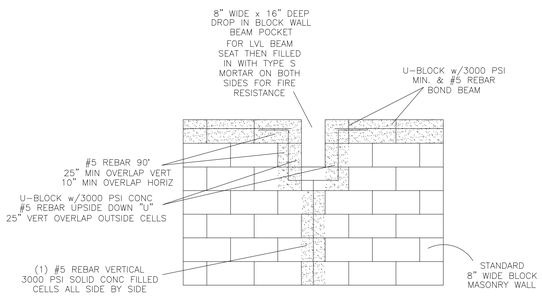


2x SPRUCE WOOD FRAME WALL @ 16" O.C. FASTENED TO THE SLAB WITH (2) 2 10d NAILS EVERY 30" ½" GYPSUM BOARD WITH FINISH COMPOUND TEXTURE PRIMER & PAINT

BALCONY LINTEL DETAILS

LINTELS WITH 1 #5 REBAR TOP AND BOTTOM FILLED WITH GROUT TOTAL SAFE LOADS – POUNDS PER LINEAR FOOT (LBS/FT)

16'0" OPENING	20'0" OPENING
#5 REBAR 8" U–BLOCK #5 REBAR 8" U–BLOCK #5 REBAR 8" PRECAST	#5 REBAR 8" U–BLOCK #5 REBAR 8" BLOCK #5 REBAR 8" BLOCK #5 REBAR 8" PRECAST
L–24–17'–4" SPAN 16'–0" UPLIFT 637 LATERAL 194 GRAVITY 1609	L–32– 21'–4" SPAN 20'–0" UPLIFT 654 LATERAL 125 GRAVITY 1468



MASONRY WALL BOND BEAM HEIGHT CHANGE BEAM POCKET

1ST FLOOR PLAN

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WIND VELOCITY (MPH): 140
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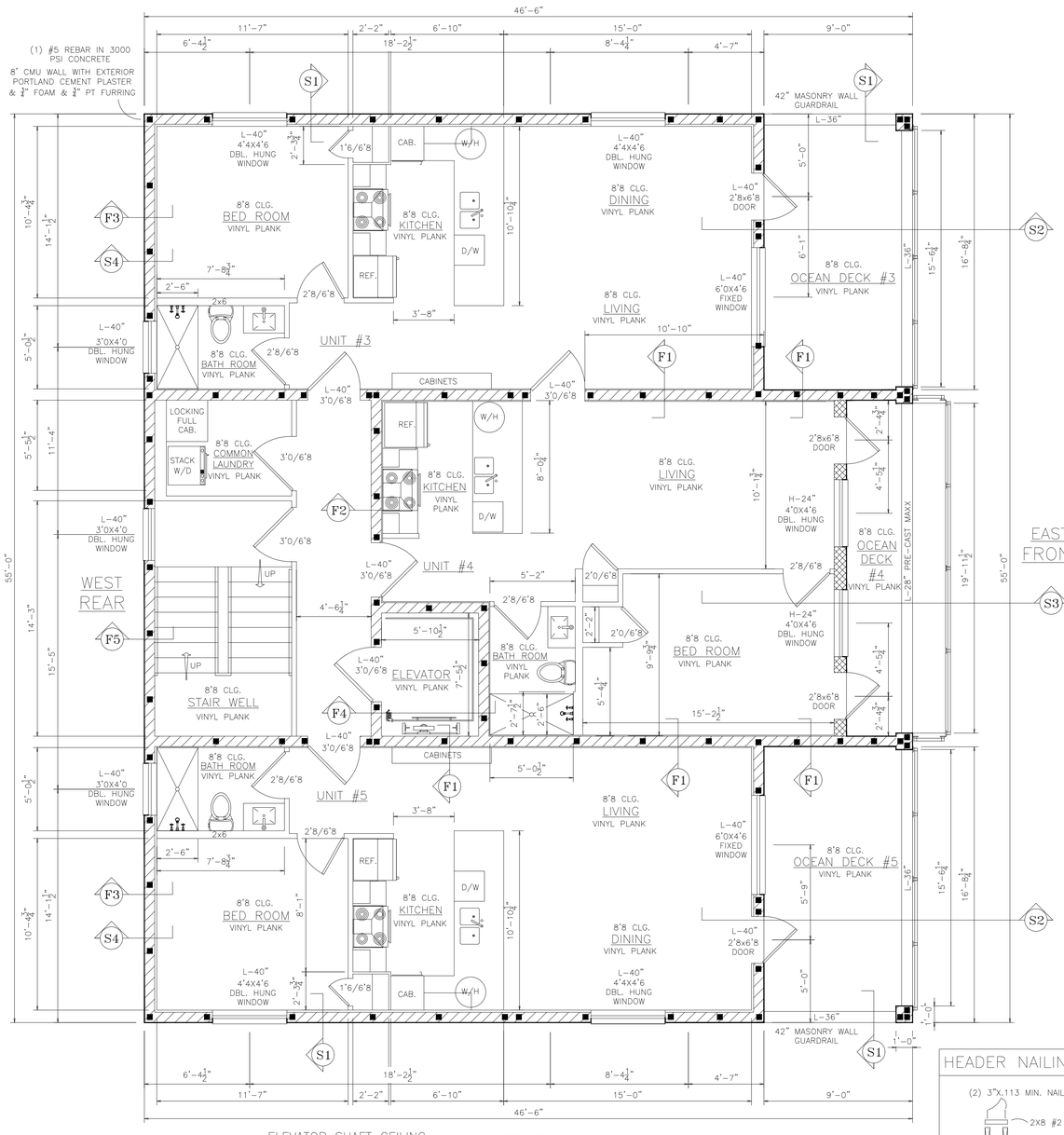
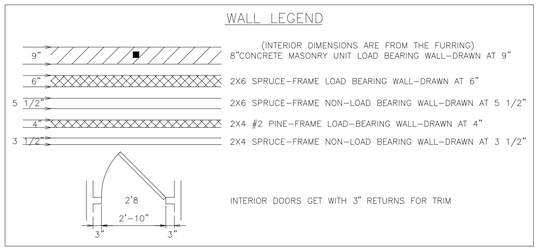


ELEVATOR SHAFT CEILING
TO GET TYPE X 5/8" FIRE RESISTANT GYPSUM BOARD AND SECURED TO THE FRAMING @ MAX. 24" O.C. USING 15/8-INCH-LONG (41.3 MM). TYPE S SCREWS SPACED 12 INCHES (305 MM) ON CENTER.

AREA UNDER THE STAIRS SHALL NOT BE USED AS STORAGE

WALL LEGEND



SIMPSON ANCHOR SYSTEM CATALOG C-2010

2500 PSI MIN. CONRETE STRENGTH

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				NO EDGE		NEAR EDGE		CORNER		
				AT	SAT	AT	SAT	AT	SAT	
5/8"	11/16"	3/4"	2 1/2	2125	1695	1065	815	1065	815	5875
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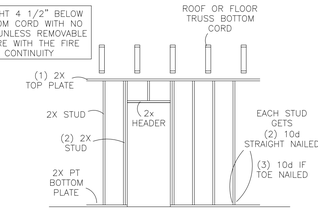

2x SPRUCE WOOD FRAME WALL @ 16" O.C. FASTENED TO THE SLAB WITH (2) 2 10d NAILS EVERY 30"
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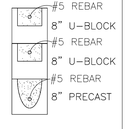

L-24-17'-4"
SPAN 16'-0"
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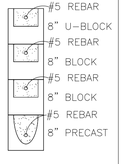

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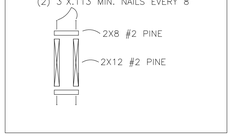
HEADER NAILING DETAIL



2ND FLOOR PLAN

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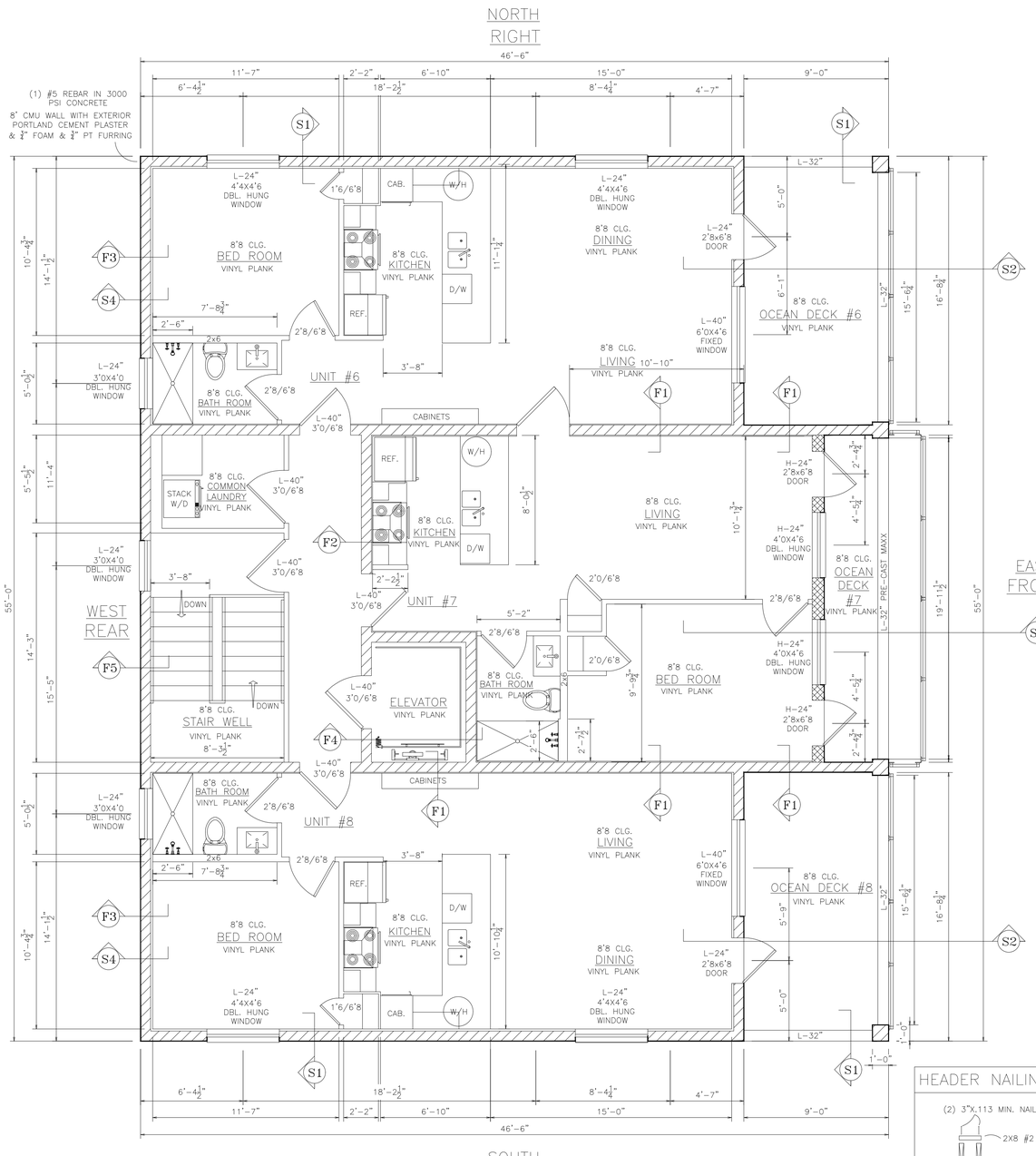

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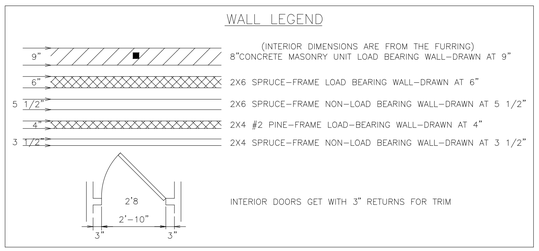

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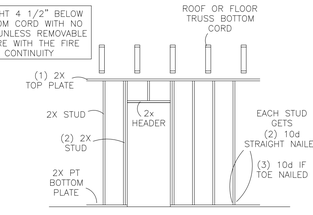

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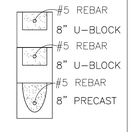

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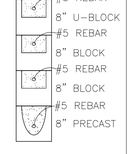
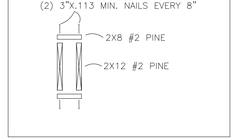
GRAVITY 1609

20'0" OPENING



L-32- 21'-4"
SPAN 20'-0"
UPLIFT 654
LATERAL 125
GRAVITY 1468

HEADER NAILING DETAIL



3RD FLOOR PLAN

Cory A. Brockett, PE
License #74677
2939 NW 39th Place
Gainesville, Fl. 32605
(352) 359-1982

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(ALL CONTRACTORS & SUB-CONTRACTORS)
UNFORESEEN STRUCTURAL ISSUES "MUST BE MADE KNOWN" TO THE DESIGN PROFESSIONAL OF RECORD AT THE TIME OF DISCOVERY

FOR PRIORITY ATTENTION CALL/TEXT 386-561-8209

SEAL BOX (WIND LOADS ONLY)

VACATION RENTAL MULTI FAMILY NEW CONSTRUCTION

OWNER:
TED BARNHILL

PLAN DATE:
5/18/2026

"PLANS CONFORM TO"
2023 8TH ED. FL. BUILDING CODE
2022 NATIONAL ELEC. CODE
2024 WFCM DESIGN CRITERIA
2022 ASCE 7-22 DESIGN CRITERIA
STRUCTUERALLY ADEQUATE FOR

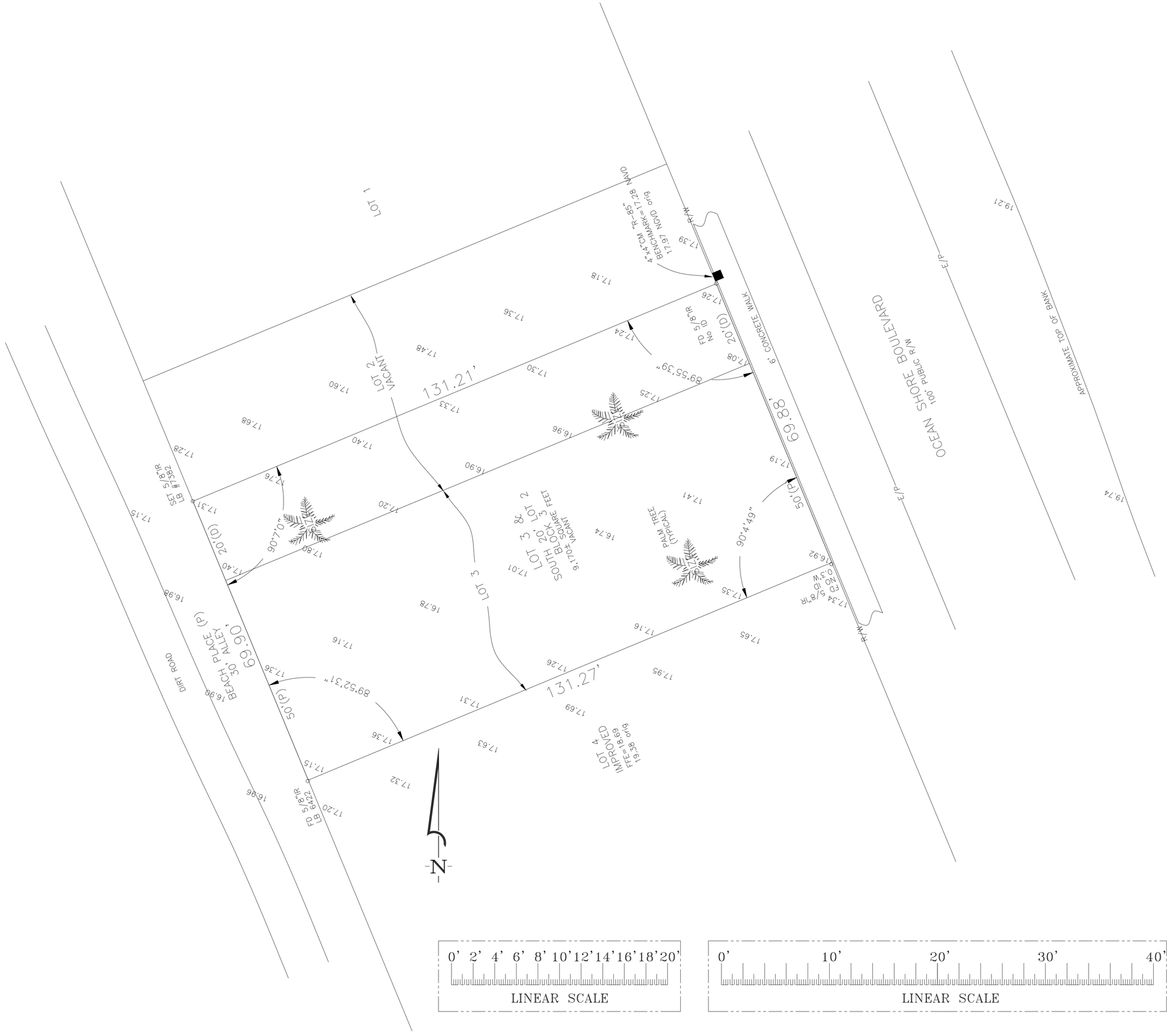
ALTERATION LEVEL: NEW
RISK CATEGORY: 2
WIND VELOCITY (MPH): 140
EXPOSURE CATEGORY: D
INTERNAL PRESSURE: .18
CONSTRUCTION TYPE: VB

CORY A. BROCKETT, PE
LICENSE #74677

LOCATION:
1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL. 32136

PAGE:
7

SCALE: ¼" = 1 FOOT



SURVEY

Cory A. Brockett, PE
License #74677
2939 NW 39th Place
Gainesville, FL 32605
(352) 359-1982

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(ALL CONTRACTORS & SUB-CONTRACTORS)
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ALTERATION LEVEL: NEW
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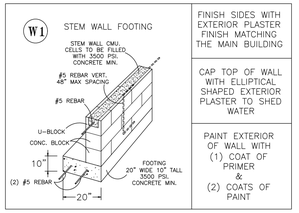
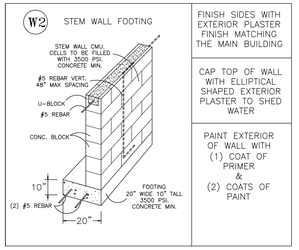
CORY A. BROCKETT, PE
LICENSE #74677

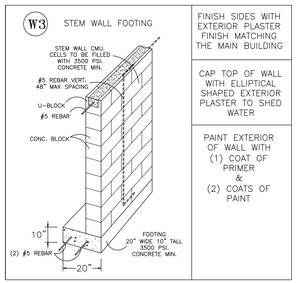
LOCATION:

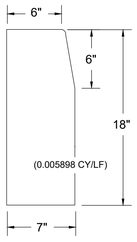
1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL. 32136

PAGE:
S-3





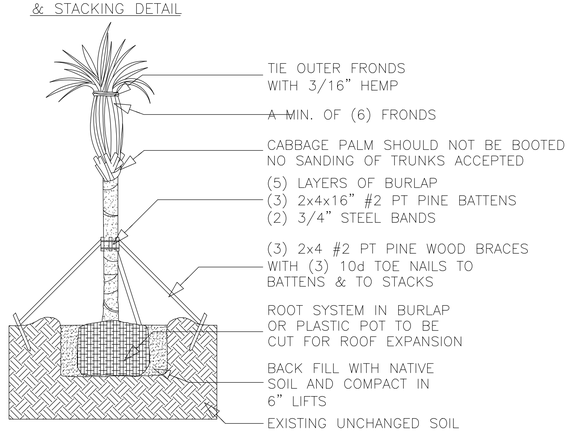




HEADER CURB

SPECIFIC USE: PARKING LOTS, TREE PROTECTION, ETC. NOT FOR USE IN ROADWAYS UNLESS APPROVED BY THE DEVELOPMENT SERVICES DEPARTMENT

8' HIGH PALM PLANTING & STACKING DETAIL



LOCATION LAYOUT NOTES

Cory A. Brockett, PE
License #74677
2939 NW 39th Place
Gainesville, FL 32605
(352) 359-1982

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SEAL BOX (WIND LOADS ONLY)

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CORY A. BROCKETT, PE
LICENSE #74677

LOCATION:

1708 S. OCEAN SHORE BLVD., FLAGLER BEACH, FL. 32136

PAGE:
S-2

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	July 23, 2026
Item Name:	Ordinance 2026-13. An ordinance of the City of Flagler Beach, Florida, amending Chapter 9, Fire Protection and Prevention, to adopt by reference the current edition of the Florida Fire Prevention Code and provide for investigation guidelines; providing for codification, conflicts, and an effective date (Final Reading).

Background:

This Ordinance passed first reading at the June 25, 2026 City Commission Regular Meeting. This ordinance updates the City of Flagler Beach Code of Ordinances to adopt by reference the current edition of the Florida Fire Prevention Code. The existing code references an outdated fire code that is no longer utilized in Florida. This amendment ensures the City's ordinances remain consistent with current state-adopted fire prevention and life safety standards and automatically align with future updates to the Florida Fire Prevention Code.

Fiscal Impact:

Minimal fiscal impact. This ordinance updates the City's Code of Ordinances to reference the current Florida Fire Prevention Code and does not require additional funding unless additional copies were purchased for availability to staff. Costs associated with obtaining updated fire code reference materials are minimal, typically ranging from $200 to $500 per edition, with replacements occurring on a three-year adoption cycle.

Staff Recommendation:

Staff recommends approval of Ordinance 2026-13 on Final Reading.

Attachments:

1. 2026-13 (Repaired)
2. 2026-13 Affidavit

ORDINANCE 2026-13

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 9, FIRE PROTECTION AND PREVENTION, TO ADOPT BY REFERENCE THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND PROVIDE FOR INVESTIGATION GUIDELINES; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Fire Prevention Code provides standards and regulations related to fire prevention and protection; and

WHEREAS, the City Commission finds it appropriate and necessary to ensure the Code of Ordinance references the current edition of the Florida Fire Prevention Code; and

WHEREAS, the City Commission also finds it appropriate to specify that investigations shall be consistent with NFPA 921.

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

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Commission pertaining to this Ordinance.

SECTION TWO. Chapter 9, "Fire Protection and Prevention," of the Code of Ordinances is hereby amended as set forth below:

Sec. 9-1. Fire code adopted.

This chapter adopts the ~~Standard Fire Code, 1991 edition, as published by the Southern Building Code Congress International.~~ Florida Fire Prevention Code, current edition. The same is hereby adopted and incorporated as fully as if set out at length in this chapter. Not less than one copy of the adopted issue of the fire code shall be filed in the office of the city clerk and the provisions thereof shall be controlling within the limits of the city. This code shall be known as the City of Flagler Beach Fire Prevention Code.

* * *

Sec. 9-8. Investigations.

The fire chief or his designee shall investigate the cause, origin and circumstances of every fire occurring in the city by which property has been destroyed or damaged and, so far as possible, shall determine whether the fire is the result of carelessness or design. Such investigations shall begin immediately upon the occurrence of such a fire. The fire inspectors shall assist the fire chief or his designee with the investigation of fires. All investigations shall align with the methodology set forth in the National Fire Protection Association (NFPA) 921.

SECTION THREE. Codification. It is the intent of the City Commission of the City of

Flagler Beach that the provisions of this Ordinance shall be codified**.** The codifier is granted broad and liberal authority in codifying the provisions of this Ordinance.

SECTION FOUR. Conflicts. Conflicts. In any case where a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail.

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

PASSED ON FIRST READING THIS 25TH DAY OF JUNE, 2026.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Brandon Bressner, personally appeared, who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal - Public Hearing

in the matter of
NOTICE OF PUBLIC HEARING-ORDINANCE 2026-13

was published in said newspaper by print in the issue(s) of:
July 2, 2026

and by publication on the newspaper's publicly available website, if authorized, on July 2, 2026

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

(Signature of Affiant)

Sworn to and subscribed before me this
This 2nd day of July, 2026.

(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known X or produced identification ____

Type of identification produced _____

OFFICIAL SEAL
JESSIE CATHERINE BORN
Notary Public, State of Illinois
Commission No. 991966
My Commission Expires June 06, 2028

CR 351198

THE CITY OF FLAGLER BEACH PROPOSES TO ADOPT THE FOLLOWING ORDINANCES ENTITLED:

ORDINANCE 2026-13

An Ordinance of the City of Flagler Beach, Florida, amending Chapter 9, Fire Protection and Prevention, to adopt by reference the current edition of the Florida Fire Prevention Code and provide for investigation guidelines; providing for codification, conflicts, and an effective date

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

City Commission: Thursday, July 23, 2026, at 5:30 p.m. or soon thereafter

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

7763-351198

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	poverstreet poverstreet, City Clerk
Meeting Date:	July 23, 2026
Item Name:	Ordinance 2026-14. An Ordinance of the City of Flagler Beach, Florida, submitting to the electors of Flagler Beach a proposed amendment to the Charter of the City of Flagler Beach; providing ballot title, summary and text for the proposed amendment; providing directions to the City Clerk; providing for severability; providing for an effective date for approved amendments; providing for an effective date for the Ordinance (Final Reading).

Background:
This Ordinance passed 1st reading unanimously at the July 09, 2026, meeting.

During the discussion and public hearings to adopt Ordinance 2025-28 approving the sale of the property known as Ocean Palm Golf Course, deed restrictions were agreed upon. The deed restrictions limit the use of the property to a golf course, golf clubhouse, clubhouse restaurant, and related golf recreational uses and events that are consistent with uses common for a golf course and golf clubhouse.

The deed restriction is only terminable by a unanimous vote of the City Commission. Concerns arose that an ordinance could be adopted that would amend the deed restriction from a unanimous vote to a majority vote. A Charter amendment was proposed to further secure the use of the property. Presented is an Ordinance approving a referenda item to amend the Charter to include the requirement for a unanimous vote of the Commission to amend the deed restriction, i.e.: the use of the property. The referenda item, if approved by the voters at the November 03, 2026, General Election, can not be changed unless approved by the electors.

To qualify as a referenda item on the November 03, 2026, General Election Ballot, this Ordinance must be adopted and delivered to the Flagler County Supervisor of Elections before the deadline of August 07, 2026.

Fiscal Impact:
Since this is a county-wide election, assessment of fees from the Supervisor of Elections

generally does not apply unless the City's referenda item pushes the ballot to an additional page. If this occurs, the City will be invoiced for the printing of the additional ballot page and the additional postage fees for sample ballots and vote by mail. The rough estimate of that cost, if it applies, is between $2,000 and $3,000. The variables are the number of electors and the number of requests for vote by mail.

Another expense would be the required advertisement the 3rd and 5th week prior to the election. These are legal display ads in the Observer with an average cost of $175 to $250 each depending on character count.

Staff Recommendation:
Staff recommends approval of Ordinance 2026-14 on second and final reading.

Attachments:
1. Charter Ordinance 2026-14
2. 2026-14 Affidavit of publishing

ORDINANCE NO. 2026-14

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF FLAGLER BEACH A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF FLAGLER BEACH; PROVIDING BALLOT TITLE, SUMMARY AND TEXT FOR THE PROPOSED AMENDMENT; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE FOR APPROVED AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, the City entered a purchase and sale agreement with Ocean Palms Golf Club, LLC, for the sale of the property known as the Ocean Palm Golf Course; and

WHEREAS, as part of that transaction, the parties have agreed to a deed restriction providing:

> Grantee acknowledges that Grantor is conveying the Property to Grantee for use exclusively as a golf course open to the general public. The parties acknowledge and agree that Grantee may also operate on the Property as a golf clubhouse, a clubhouse restaurant, related golf recreational uses and event, and uses and events that are consistent with uses common for a golf course and golf clubhouse in the State of Florida (the "Golf Ancillary Uses"). The Property shall not be used for any other purpose not contemplated herein. If at any time the Property shall cease to be used as a golf course open to the general public or if at any time the Property shall be used in a manner inconsistent with the allowed Golf Ancillary Uses, title to the Property shall revert to the Grantor and the Grantor shall have the right to take all lawful steps to re-enter and repossess the Property. The foregoing restriction can be amended or terminated only by the unanimous consent of the City Commission of the City of Flagler Beach and the consent of the Grantee; and

WHEREAS, in order to further effectuate the intent of the deed restriction, the City Commission proposes an amendment to the City Charter reinforcing the requirement that any termination or amendment of the deed restriction be approved by the unanimous vote of the City Commission; and

WHEREAS, Section 166.031, Florida Statutes, provides that the governing body of a municipality may, by ordinance, submit to the electors of said municipality proposed amendments to its charter, which amendments may be to any part or to all of its charter except that part describing the boundaries of such municipality; and

WHEREAS, the City Commission finds it to be in the best interests of its citizens to submit said proposed charter amendments to the voters at the next general election.

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

Section 1. The City Commission of the City of Flagler Beach, pursuant to Section 166.031, Florida Statutes, hereby proposes and approves an amendment to the Charter of the City of Flagler Beach, which proposed amendment and the complete text thereof, as amended, is set forth in Section 2 below. The text of the amendments reflects the proposed changes by showing additions with underlining and deletions with ~~strike-through~~ type. Such election shall be held in conformity with the laws of the State of Florida and the ordinances of the City of Flagler Beach now in force relating to elections in the City of Flagler Beach. The Supervisor of Elections of Flagler County is hereby requested to coordinate all matters to said referendum election with the City Clerk. The proposed charter amendments shall be submitted to the voters at the November 3, 2026 election.

Section 2. The ballot titles, questions, summaries, and proposed charter changes are as follows:

City Charter Amendment Related to Golf Course Deed Restriction:

Shall the Flagler Beach Charter be amended to provide that any termination or amendment of the deed restriction related to the sale of the property known as the Ocean Palm Golf Course shall require a unanimous vote of the City Commission?

_____ **YES**

_____ **NO**

Full Text to be Added:

Section 6.02. – Unanimous Vote Required to Terminate or Amend Golf Course Deed Restriction.

Pursuant to that certain deed granted to Ocean Palms Golf Club, LLC by the City of Flagler Beach on Jun 15, 2026 and recorded with Instrument # 2026025365, the real property transferred therein (the "Subject Property") is subject to a deed restriction and reversionary interest providing that the Subject Property shall be used exclusively as a golf course open to the general public and ancillary uses and events that are consistent with uses common for a golf course and golf clubhouse in the State of Florida (the "Deed Restriction"). Said restriction provides it may only be amended or terminated with the unanimous consent of the Commission.

Said restriction is hereby incorporated into this Charter and no amendment or termination

of the deed restriction shall be valid or enforceable unless first approved by a unanimous vote of the Commission

Section 3. The City Clerk is hereby directed to ensure that all advertising, translation and notice requirements are complied with and to coordinate all activities necessary to conduct the referendum election called for in Section 1 of this Ordinance with the Supervisor of Elections for Flagler County.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion hereto. Further, the lack of approval by a majority of electors of one or more separate amendments to this Charter, as set forth in Section 2 herein, shall not be deemed to affect the validity of any amendments that may be approved by a majority of the electors.

Section 5. All ordinances and Charter provisions, or parts of ordinances and Charter provisions in conflict herewith are hereby repealed.

Section 6. This Ordinance shall take effect immediately upon its final passage and adoption. The revised Charter provisions proposed for approval in this Ordinance shall become effective upon their approval at a referendum election of the electors of the City of Flagler Beach in accordance with Section 166.031, Florida Statutes. If the electors reject an amendment, the rejected amendment shall not take effect.

PASSED ON FIRST READING THIS 9TH DAY OF JULY, 2026.
PASSED AND ADOPTED THIS _____ DAY OF JULY, 2026.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____

Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

USA TODAY CO.

PO Box 631244 Cincinnati, OH 45263-1244

LocaliQ

AFFIDAVIT OF PUBLICATION

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

STATE OF WISCONSIN, COUNTY OF BROWN

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

DTB Daytona Beach News-Journal 07/13/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/13/2026

D. Roberts
Legal Clerk

Notary, State of WI, County of Brown

9-4-29
My commission expires

Publication Cost:	$145.75		
Tax Amount:	$0.00		
Payment Cost:	$145.75		
Order No:	12475825	# of Copies:	
Customer No:	464924	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

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

ORDINANCE 2026-14

An Ordinance of the City of Flagler Beach, Florida, submitting to the electors of Flagler Beach a proposed amendment to the Charter of the City of Flagler Beach; providing ballot title, summary and text for the proposed amendment; providing directions to the City Clerk; providing for severability; providing for an effective date for approved amendments; providing for an effective date for the Ordinance.

A Public Hearing will be conducted to consider the amendments as follows:

City Commission: **Thursday, July 23rd 2026, 5:30 p.m. or soon thereafter.**

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

DB-44340340

Staff Report

City Commission Regular Meeting

July 23, 2026

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	July 23, 2026
Item Name:	Ordinance 2026-15 – An Ordinance of the City of Flagler Beach, Florida, amending the Code of Ordinances to establish a Fats, Oils, and Grease (FOG) Management Program; providing for regulations governing the installation, maintenance, and inspection of grease interceptors and oil/water separators; providing for administrative procedures, enforcement; providing for severability; providing for codification; and providing for an effective date (First Reading).

Background:

The City of Flagler Beach owns and operates a publicly owned treatment works (POTW) that collects and treats wastewater from residential, commercial, and industrial sources. Accumulation of fats, oils, and grease (FOG) within the wastewater collection system contributes to blockages, backups, sanitary sewer overflows, and increased maintenance costs.

To address these issues, staff has prepared a comprehensive Fats, Oils & Grease (FOG) Program Manual, which establishes technical standards for grease interceptors and oil/water separators, including design, sizing, installation, cleaning, maintenance, recordkeeping, and inspection procedures. The Manual also includes a standardized FOG Maintenance Log for use by food service establishments.

Ordinance 2026-15 formally creates the City's FOG Management Program within the Code of Ordinances and authorizes the use of the FOG Program Manual as the governing technical document. Adoption of the ordinance and manual will improve system reliability, reduce maintenance burdens, and support compliance with State and Federal environmental requirements.

Fiscal Impact:

There is no direct fiscal impact to the City associated with adoption of Ordinance 2026-15. All installation, cleaning, maintenance, and repair costs for grease interceptors and oil/water separators are the responsibility of the user.
Implementation of the FOG Program is expected to reduce long-term maintenance costs

associated with sewer blockages and system overflows.

Staff Recommendation:

Staff recommends approval of Ordinance 2026-15, establishing the City of Flagler Beach Fats, Oils & Grease (FOG) Management Program and adopting the FOG Program Manual and associated maintenance log as the City's official technical and administrative guidance documents (First Reading).

Attachments:

1. 2026-15 FOG Ordinance (DAS rev)
2. FOG Program Manual (DAS rev)
3. MS - FOG MAINTENANCE LOG

ORDINANCE NO. 2026-15

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES TO ESTABLISH A FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM; PROVIDING FOR REGULATIONS GOVERNING THE INSTALLATION, MAINTENANCE, AND INSPECTION OF GREASE INTERCEPTORS AND OIL/WATER SEPARATORS FOR FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR ADMINISTRATIVE PROCEDURES, ENFORCEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach owns and operates a publicly owned treatment works (POTW) that collects and treats wastewater from residential, commercial, and industrial sources; and

WHEREAS, the accumulation of fats, oils, and grease (FOG) within the City's wastewater collection system contributes to sewer blockages, system overflows, and increased maintenance and operational costs; and

WHEREAS, the City Commission finds it necessary and appropriate to establish a comprehensive FOG Management Program to protect the City's wastewater infrastructure, improve system reliability, and comply with state and federal environmental requirements; and

WHEREAS, the City of Flagler Beach desires to promote cooperation with local food service establishments to ensure proper handling and disposal of fats, oils, and grease to safeguard the public health, safety, and welfare.

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

SECTION ONE. Amendment of Code. A new section of the Code of Ordinances, to be designated as Section XX-XX – Fats, Oils, and Grease (FOG) Management Program, is hereby created to read as follows:

Sec. XX-XX. – Fats, Oils, and Grease (FOG) Management Program.

(a) Purpose and Intent.

The purpose of this section is to establish uniform requirements for food service establishments and other facilities that generate fats, oils, and grease (FOG) to prevent blockages,

backups, and other adverse impacts on the City's wastewater system and to comply with applicable environmental laws.

(b) Applicability.

This section applies to all food service establishments within the City of Flagler Beach that discharge wastewater potentially containing FOG to the publicly owned treatment works (POTW).

(c) General Requirements.

1. All food service establishments shall route wastewater containing FOG through an approved grease interceptor prior to discharge to the POTW.
2. New establishments shall install an approved grease interceptor or oil/water separator prior to occupancy.
3. Existing establishments without an approved device shall install one by a compliance date established by the City Engineer.
4. Existing establishments with properly maintained interceptors may continue operation in accordance with the City's Fats, Oils & Grease Program Manual.
5. All devices shall be installed, maintained, and repaired at the expense of the user.

(d) Design, Cleaning, and Maintenance.

1. Grease interceptors shall conform to City specifications, the Florida Plumbing Code, and applicable ordinances.
2. Interceptors shall be cleaned at least once every ninety (90) days, or more frequently if necessary to ensure proper operation.
3. Deep cleaning and inspection shall occur annually, and all lids, baffles, and piping shall be inspected at the time of each cleaning.

(e) Recordkeeping and Administrative Procedures.

1. Each facility shall maintain a cleaning and maintenance log for the previous twelve (12) months, to be posted in a conspicuous location.
2. Logs shall include the date of cleaning, the name of the licensed hauler, disposal destination, and volume removed.

(f) Inspections.

1. City personnel may inspect facilities and equipment at reasonable times to ensure compliance with this section.
2. Inspections shall be conducted at periodic intervals based on the facility's device size, maintenance records, and compliance history.

(g) Enforcement.

1. Violations of this section include, but are not limited to:
    i. Failure to properly install, clean, or maintain required devices.
    ii. Failure to maintain records or provide access for inspection; or

iii. Failure to correct deficiencies or violations within the timeframe specified by the City.

2. Each violation may result in the issuance of a Notice of Violation and enforcement action as authorized under the City Code, including administrative penalties or suspension of sewer service.

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

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

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

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

PASSED ON FIRST READING THIS _____ DAY OF _____, 2026.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

City of Flagler Beach, Florida

Fats, Oils & Grease Program Manual

Bill Freeman, P.E. City Engineer

P.O. Box 70

Flagler Beach FL 32136

Phone: (386) 517-2000 Ext 230

Supplement to City Code Sec. XXX

Effective: Month, day, year

Revision 1: Month, day, year

City of Flagler Beach Fats, Oils & Grease Program Manual

Adopted into Ordinance XX.XX Effective: Date

Revision 1: Date

_____

Bill Freeman, P.E. City Engineer

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Section 1: Purpose and Objectives

(a) The purpose of this manual is to establish the City of Flagler Beach Fats, Oils & Grease Program, which provides specific standards for the design, capacity, installation, maintenance and administrative procedures required for grease interceptors and oil/water separators. This manual also establishes inspections procedures with the Fats, Oils & Grease Program.

(b) The objectives of the Fats, Oils & Grease Program are to:

(1) Reduce the amount of fats, oils and grease discharged to the City of Flagler Beach's Publicly Owned Treatment Works (POTW);

(2) Improve operation. of the POTW;

(3) Reduce maintenance costs of the POTW;

(4) Enable the City to comply with its Florida Department of Environmental Protection permit conditions and any other Federal and State laws to which the POTW is subject.

Section 2: Definitions

The following words and phrases, when used in this article, shall have the meanings indicated below, except when the context clearly indicates a different meaning:

Act or the Act: The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC §1251 et seq.

Approved: Describing a method or design acceptable to the City of Flagler Beach.

City: The City of Flagler Beach as established by the Charter laws of the City of Flagler Beach

Engineer: The Engineer for the City of Flagler Beach, Florida, acting directly or through an authorized designee.

Florida Plumbing Code: The Plumbing section of the most current adopted edition of the Florida Building Code.

Food Service Establishment: Any non-residential establishment which prepares, cooks, processes, serves and/or packages food or food products. Food service establishments include, but are not limited to, restaurants, food courts, food manufacturers, food packagers, supermarkets, bakeries, bars, fish markets, butcher shops, hospitals, hotels, nursing homes, cafeterias, churches, caterers, ice cream shops, commissaries and schools.

Grease Interceptor: A device designed to separate and retain fats, oils, grease and food wastes from the waste stream, while allowing the remaining wastewater to discharge to the POTW.

May: A permissive or discretionary directive.

Non-Residential Customers: All customers other than those living in single family dwelling units, including commercial, industrial, government, institutional, campgrounds, nursing homes, motels, hospitals, multi-family dwellings, and similar accounts.

Oil/Water Separator: A device designed to separate and retain petroleum based oil from the waste stream, while allowing the remaining wastewater to discharge to the POTW.

POTW (Publicly Owned Treatment Works): A treatment works as defined by the Act and owned by the city. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. This definition includes public sewers, gravity sewers, manholes, pump stations, force mains, laterals and all other related appurtenances.

User: Any person, as defined herein, discharging wastewater to the POTW.

Wastewater: Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which contribute to the POTW.

Section 3: General Requirements

(a) Food service establishments shall direct wastes containing fats, oils and grease to an approved grease interceptor prior to discharging to the POTW. Non-residential customers who have the potential to discharge wastes containing residual petroleum based oil and grease including, but not limited to, car washes and automotive related facilities, shall direct such wastes to an approved oil/water separator prior to discharging to the POTW.

(b) New food service establishments or automotive related facilities with the potential to discharge fats, oils or grease to the POTW shall install an approved grease interceptor or oil/water separator in accordance with this manual prior to occupancy.

(c) Existing food service establishments or automotive related facilities with the potential to discharge fats, oils or grease to the POTW, without a grease interceptor or oil/water separator currently in use, may work with the City to determine an appropriate timeline for installation, based on operational needs and available resources.

(d) Existing food service establishments or automotive related facilities with an existing grease interceptor or oil/water separator shall be permitted to continue using their current device, provided it is being regularly cleaned and properly maintained and provided City inspections determine the facility in compliance with the conditions of

this manual. If recurring issues are observed, the City will provide guidance and recommendations to help the user determine whether repair or replacement would improve performance.

(e) Grease interceptors and oil/water separators shall be installed, cleaned, maintained and repaired by the user in accordance with the requirements of this manual and solely at the user's expense.

(f) Users may request additional time or assistance at any point, and the City will work collaboratively to accommodate reasonable needs.

Section 4: Design

(a) Grease interceptors and oil/water separators shall be designed and constructed in accordance with the provisions of this manual, the City of Flagler Beach Code of Ordinances, the Florida Plumbing Code, the Florida Administrative Code and other applicable Federal, State and local laws, rules and regulations.

(b) Grease interceptors and oil/water separators shall have been tested and listed as satisfactory for the intended use of the interceptors by a nationally or internationally recognized testing agency, such as the International Association of Plumbing and Mechanical Officials, Plumbing & Drainage Institute or the American Society of Mechanical Engineers.

(c) The user shall submit to the City the Florida Product Approval report and identification number, along with documentation on the design and expected performance of the grease interceptor or oil/water separator. Information shall include, but shall not be limited to, approval agencies, size, capacity, schematics, plan details, performance data, construction materials, installation instructions and operation/maintenance manual. The City shall approve the device prior to installation.

(d) Alternative fats, oils and grease removal devices or technologies, such as automatic grease removal devices, shall be subject to City review and written approval. Approval shall be based on proven removal efficiencies with the burden of documenting the efficiency resting with the user.

(e) In-ground grease interceptors shall be equipped with a minimum of two manholes, each no larger than 24 inches in diameter, located to allow access to the inlet and outlet piping. The covers shall be water and gas tight and shall be labeled as "grease." Traffic installations shall have traffic-bearing manhole covers. Concrete lids, shipping lids or lids which create a hazard shall be prohibited on grease interceptors or oil/water separators and shall be replaced at the next scheduled pump out. Interceptor lids shall remain easily accessible and shall not be covered with bricks, pavers or stepping stones.

Section 5: Capacity

(a) The capacity of a grease interceptor shall be determined using the following formula:
Capacity in gallons = (S) x (GS) x (HR/12) x (LF)Where:
S = Number of seats
GS = Gallons of wastewater per seat (use 25 for dishes, use 10 for paper or baskets)
HR= Number of hours restaurant is open
LF = Loading factor (use 1.25 recreational area; 1.00 main highway; 0.75 other highway)

The minimum capacity of a grease interceptor shall be 750 gallons. If more than 1,250 gallon capacity is required, the device may be chambered in isolated 1,250 gallon sections or two (2) or more devices may be installed in series.

Under the sink or indoor grease traps are prohibited for new facilities, or facilities that are renovated, expanded, sold or undergo change of ownership, unless granted a written exemption by the City.

(b) The capacity of an oil/water separator shall be determined using the following formula:
Capacity in gallons = 45 gallons for the first 100 square feet of area to be drained +7.5 gallons for each additional 100 square feet of area to be drained into separator.

The minimum capacity of an oil/water separator shall be 750 gallons. If more than 1,250 gallon capacity is required, two or more devices may be installed in series.

Section 6: Installation

(a) Grease interceptors and oil/water separators shall be installed in accordance with the manufacturer's instructions, the provisions herein, the City of Flagler Beach Code of Ordinances, the Florida Plumbing Code, the Florida Administrative Code and other applicable Federal, State and local laws, rules and regulations.
(b) Grease interceptors and oil/water separators shall be installed by a properly licensed plumbing contractor at the sole cost of the user. All units shall be inspected by the City during the installation process.
(c) Grease interceptors and oil/water separators shall be installed in a location as close as possible to the source of grease and which provides immediate access at all

times for cleaning, maintenance and inspections. The City shall approve the location prior to installation.

(d) Grease interceptors and oil/water separators shall be installed in the facility's lateral sewer line between all fixtures which may introduce grease into the sewer system and the connection to the City's wastewater collection system (sinks, dishwashers, etc…). Garbage disposal or food grinder waste must be routed into an approved solids interceptor prior to discharging into the grease interceptor. Wastewater from sanitary facilities shall not be connected or discharged to the grease interceptor or oil/water separator under any circumstances.

(e) Grease interceptors and non-mechanical oil/water separators shall be equipped with inlet and outlet piping that have a two-way cleanout tee installed. Inlet piping shall enter at 2.5 inches above the liquid level and connect to a tee extending to 24 inches below the water level. Outlet piping shall start at 8 inches above the bottom of the interceptor and extend vertically to a tee. Tees and pipe shall be no less than 4 inches in diameter and shall be installed with the run in the vertical direction.

Section 7: Cleaning and Maintenance

(a) Cleaning shall include the complete removal of all contents, including floatable materials, wastewater, bottom sludge, solids and debris.

(b) Maintenance shall include all activities, including repairs, required to ensure the grease interceptor or oil/water interceptor is in proper working condition and functioning as intended by the device manufacturer. Maintenance includes ensuring inlet and outlet tees are in place and unobstructed, vents are unobstructed, baffles are in place and lid seals are tight.

(c) Cleaning and maintenance of the grease interceptor, grease trap or oil/water separator shall be the responsibility of the user and provided at the user's expense.

(d) Grease interceptors and oil/water separators are recommended to be pumped or cleaned approximately every 90 days, or at a frequency appropriate for the facility’s operations.

(e) The user shall be responsible for maintaining grease interceptors or oil/water separators in a working condition as required for efficient operation. An interceptor may need maintenance attention if any of the following conditions exist:

(1) The floatable grease layer exceeds six (6) inches in depth;
(2) The solids layer on the bottom exceeds eight (8) inches in depth;
(3) The total volume of captured grease and solid material displaces more than 20 percent of the device capacity; or

(4) The removal efficiency of the device, as determined through sampling and analysis, is less than 80 percent.

(f) The user shall be responsible for inspecting the grease interceptor or oil/water separator during the cleaning or maintenance procedure to ensure proper performance of the procedure and that all fittings and fixtures inside the interceptor or separator are in working condition and functioning properly.

(g) Grease interceptors shall be deep cleaned annually to include pressure washing or scraping walls, baffles, inlet tees and outlet tees.

(h) Decanting, back-flushing or discharging of removed wastes back into the grease interceptor or oil/water separator are prohibited.

(i) Chemical or biological additives shall not be used in a grease interceptor or oil/water separator without written approval from the Director of Public Works. The use of additives shall not be considered a substitute for the cleaning and maintenance requirements set herein.

(j) Flushing the grease interceptor, grease trap or oil/water separator with water having a temperature in excess of 140 degrees Fahrenheit is prohibited.

(k) If repairs are recommended, the City will work with the user to determine a reasonable timeframe based on operational needs. The user shall be responsible for the scheduling and cost of all repairs.

(l) Wastes removed from each grease interceptor or oil/water separator shall be disposed at a facility or location permitted to receive such wastes. In no way shall the wastes be returned to any portion of the POTW without prior written approval from the Engineer.

Section 8: Administrative Procedures

(a) Users shall maintain a record log of cleaning and maintenance activities for each grease interceptor and oil/water separator that includes the following information:

(1) General information: facility name, contact person, address and phone number.

(2) Transporter information: company name, contact person, address and phone number.

(3) Destination information: company name, permit number, contact person, address and phone number.

(4) Pumping information: date, time, volume pumped, transporter name, transporter signature, witness name and witness signature.

(5) Maintenance information: date, description of maintenance, name and signature.

(b) Current cleaning and maintenance logs, including all activities for the previous 12 months, shall be posted in a conspicuous location, easily visible and accessible to City personnel.

(c) The user shall maintain a file of records and other documents pertaining to the facility's grease interceptor or oil/water separator. This file shall include, but is not limited to, the as-built drawings, record of inspections, log of cleaning and maintenance activities and receipts, pumping company information, disposal information, and monitoring data. Users are encouraged to keep records on-site to assist the City during routine visits.

Chapter 9 Inspection

(a) The City may conduct routine facility visits, generally coordinated with the user whenever practical.

(b) Inspections shall be conducted by the City on all facilities containing grease interceptors or oil/water separators with a frequency based on the size of the device. Inspections are conducted to ensure compliance with the requirements of this manual and to ensure adherence to proper cleaning and maintenance schedules.

(c) If the City observes system issues, additional visits may be scheduled to offer support and guidance.

Section 10: Compliance Support

(a) The City may provide written advisory notices to users when conditions are observed that may benefit from maintenance or adjustment. These notices are intended to offer guidance, education, and support. All compliance efforts under this program are voluntary and collaborative, and no fines, penalties, deadlines, or punitive actions will be imposed.

GREASE INTERCEPTOR / TRAP MAINTENANCE LOG

Facility Name:

Location of Device: Size:

Maintenance and service records/receipts shall be kept on site and readily available for a period of 3 years from service date. For questions regarding requirements, please contact the City of Flagler Beach FOG Program Manager at 386.517.2000 Ext. 230

DATE	TIME	SERVICED BY	TYPE OF SERVICE (CLEAN/REPAIR)	VOLUME (GALLONS)	DISPOSAL LOCATION	COMMENTS

GREASE INTERCEPTOR / TRAP MAINTENANCE LOG

Facility Name:

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