



REVISED

Flagler County Board of County Commissioners Agenda

April 20, 2015 • 5:00 p.m.

Government Services Building 2, Board Chambers, 1769 E. Moody Blvd., Bunnell, FL 32110

1. **Pledge to the Flag and Moment of Silence**
2. **Additions, Deletions and Modifications to the Agenda**
3. **Announcements by the Chair**
4. **Recognitions, Proclamations and Presentations:**
 - a) **Recognitions:** None
 - b) **Proclamations:**
 - 1) **General Aviation Appreciation Month**
 - 2) **Honoring Gulf War Era Veterans**
 - 3) **Sexual Assault Awareness Month**
 - c) **Presentation:** **American Flag Presentation by Nikki and Larry White**
5. **Community Outreach:** A thirty-minute time has been allocated at the beginning of the meeting for public comment. Each speaker will be allowed up to three minutes to address the Commission on any consent agenda item or other topics not on the agenda. Each speaker will have three (3) minutes. Any speaker who is unable to speak within this Community Outreach period will be allowed to speak during the Community Outreach portion at the end of the meeting.

CONSENT

6. **Constitutional Officers:**

Clerk:

- 6a) **Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
 - 1) Disbursement Report for Week Ending April 3, 2015
 - 2) Revenue Collected Report for February 2015
- 6b) **Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
 - 1) None

Financial Matters:

7. **Ratification of Grant Application Submission to the FY2015 Florida Inland Navigation District (FIND) Waterways Assistance Program for Improvements at the Moody Boat Launch in the Amount of \$119,250.00:** Request the Board ratify the submission of the application and execution of the supporting resolution for assistance to the FIND Waterways Assistance Program and authorize the County Administrator to execute all necessary documents for acceptance and implementation of the grant.
8. **Ratification of Grant Application Submission to the FY2015 Florida Inland Navigation District (FIND) Waterways Assistance Program for Improvements at the Herschel King Sr. Park in the Amount of \$68,500.00:** Request the Board ratify the submission of the application and execution of the supporting resolution for assistance to the FIND Waterways Assistance Program and authorize the County Administrator to execute all necessary documents for acceptance and implementation of the grant.
9. **Formal Request to Amend the Lease Agreement with Captain's Bait, Tackle and BBQ, LLC for Bing's Landing Concessions:** Request the Board amend the lease agreement with Captain's Bait, Tackle and BBQ, LLC for Bing's Landing Concessions.
10. **Fiscal Year 2014-15 Budget Transfer for the ½ Cent Discretionary Tax Fund (311):** Request the Board approve budget transfer# 15-106.
11. **Approval of Appointment to the Affordable Housing Advisory Committee:** Request the Board approve the appointment of Ms. Cynthia W. Bassett in the category of "*Citizens-at-Large*" on the Affordable Housing Advisory Council for a four- year term, expiring on October 20, 2018.
12. **County Road 302 Resurfacing:**
 - 12 a) **Approval of Joint Participation Agreement (JPA) Supplemental Amendment No. 1, Unanticipated Revenue Resolution and the Authorizing Resolution between Flagler County and the Florida Department of Transportation (FDOT), for the Construction of the County Road 302 Resurfacing Project to Add \$787,001 to the Project Budget for Construction, FDOT Financial Project No. 424354-1-38/58-0:** Request the Board approve the Joint Participation (JPA) Supplemental Amendment No. 1 and the Authorizing Resolution between Flagler County and the Florida Department of Transportation (FDOT) for Construction of the County Road 302 resurfacing project in the amount of \$787,001 and the Unanticipated Revenue Resolution and Budget Transfer appropriating funds.
 - 12 b) **Approval of Bid Award ITB-B004-0-2015 in the Amount of \$1,985,055.00 for Construction of County Road 302 Resurfacing from CR-305 to SR-100 F.D.O.T. FPN: 424354-1-58-01:** Request the Board approve Bid Award ITB-B004-0-2015 with Halifax Paving, Inc. for the Base Bid in the amount of \$1,985,055.00 and authorize the Chair to execute the contract as approved by the County Attorney
13. **Approve a Sole-Source Technical Service Support Agreement for Onsite Comprehensive and Preventative Maintenance of LifePak Equipment to Physio-Control, Inc. in the Amount of \$25,438.00 Annually for a Term of Three (3) Years:** Request the Board approve a sole-source technical service support agreement for onsite comprehensive and preventative maintenance of LifePak equipment with Physio-Control, Inc. in the amount of \$25,438.00 annually for a term of three (3) years and authorize the Chair to execute the contract as approved by the County Attorney.

14. Resolutions

14 a) **Approval of a Resolution Opposing Legislation Seeking to Increase Weight Limits of Semi-Trucks:** Request the Board approve the Resolution Opposing Legislation seeking to increase weight limits of Semi-Trucks.

14 b) **Approval of the Resolution that Supports Establishing a 3% Cap on Growth in Individual County Medicaid Costs Under Section 409.915, F.S.:** Request the Board approve and authorize the execution of the Resolution supporting the establishment of a 3% cap on growth to individual county Medicaid costs under Section 409.915, F.S. and authorization to transmit.

14 c) **Approval of the Resolution to Change the Name of the Flagler County Airport to Flagler Executive Airport:** Request the Board approve the Resolution changing the name of Flagler County Airport to Flagler Executive Airport and authorize the Airport Director to initiate and take action as appropriate in order to effectuate this name change.

15. **Approval of an Interlocal Agreement between the Flagler County Board of County Commissioners and the County Council of Volusia County to Expand Volusia County's Service Area to Provide Water, Wastewater and Reclaimed Water Services:** Request the Board approve the Interlocal Agreement between the Flagler County Board of County Commissioners and the County Council of Volusia County.

PUBLIC HEARINGS

Public Hearings will be heard after 5:30 p.m.

16. **Request Approval of the an Amendment to Resolution 2010-21 for the Expansion of the Flagler County Designated Brownfield Area, Known as the Flagler County Economic Enhancement District (FEED):**

AN AMENDMENT TO RESOLUTION 2010-21 OF BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY DESIGNATING A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

Request the Board approve an amendment of Resolution 2010-21 to include the subject property into the existing Flagler County Enhancement District brownfield area in order to have the property eligible to work through the FEED brownfield grant.

GENERAL BUSINESS

General Business Presentations Limited to 15 Minutes with Individual Speaker Comments Limited to 3 Minutes Each Speaker per Adopted Commission Meeting Procedures

17. None

ADDITIONAL REPORTS AND COMMENTS

18. **County Administrator Report/Comments**

19. **County Attorney Report/Comments**

20. **Commission Action**

21. **Community Outreach**

A thirty-minute time has been allocated at the end of the meeting for public comment. Each speaker will be allowed up to three minutes to address the Commission on items not on the agenda.

22. **Commission Reports/Comments**

23. **Adjournment**

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PROCLAMATION

A PROCLAMATION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS DESIGNATING APRIL 2015 "GENERAL AVIATION APPRECIATION MONTH" IN FLAGLER COUNTY, FLORIDA

WHEREAS, the State of Florida has a significant interest in the continued vitality of General Aviation, aerospace, aircraft manufacturing, educational institutions, aviation organizations, community airports and airport operators; and

WHEREAS, general aviation and local airports, including the Flagler County Airport play a critical role in the lives of our citizen's, as well as the operation of our cities, counties, and businesses; and

WHEREAS, there are 19 commercial service and 110 general aviation/community airports, helping make Florida the number two state for aerospace and aviation establishments in the United States; and

WHEREAS, many communities in Florida depend heavily on general aviation and community airports for the continued flow of commerce, tourists and visitors to our State; and

WHEREAS, general aviation not only supports Florida's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law-enforcement, firefighting, disaster relief, and by transporting business travelers to their destinations quickly and safely; and

WHEREAS, the nation's aviation infrastructure represents an important public benefit, and Congressional oversight should be in place to ensure stable funding of this system.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim general aviation a vital strategic resource to Flagler County and declare April 2015 as "GENERAL AVIATION APPRECIATION MONTH". We urge all citizen's to join us in recognizing the importance of general aviation and our local airport to the economic health of our community and the quality of life for our residents, businesses and visitors.

Adopted this 20th day of April, 2015.

Attest:

Flagler County Board of
County Commissioners

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Frank J. Meeker
Chairman

PROCLAMATION

A PROCLAMATION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS HONORING GULF WAR ERA VETERANS IN FLAGLER COUNTY, FLORIDA.

WHEREAS, in response to the August 2, 1990, invasion of Kuwait by Iraq, a coalition of around 30 nations, led by the United States, launched Operation Desert Storm – the 1991 Persian Gulf War – on January 17, 1991, to enforce United Nations’ resolutions calling for Iraq to end it’s occupation of Kuwait; and

WHEREAS, hundreds of honorable Florida Veterans served in the 1991 Persian Gulf War with Honor, courage and distinction , displaying the selfless dedication to our country including some who sacrificed their lives; and

WHEREAS, during the Persian Gulf War, these service men and women risked their lives and were exposed to endemic diseases, anti-nerve agent pills, biological-warfare-agent vaccinations, and a veritable toxic soup of burning oil well fires, depleted uranium, exposures to chemical warfare agents pesticides and petroleum products all in the name of serving our country; and

WHEREAS, this era of veterans gave so much for our country and their tremendous service is too often under appreciated; and

WHEREAS, the people of Flagler County honor the service and sacrifice of the men and women who served in the Persian Gulf War, and that of their families.

NOW THEREFORE, BE IT RESOLVED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS Honor the Gulf War Era Veterans in Flagler County.

Adopted this 20th day of April, 2015.

ATTEST:

Flagler County Board of
County Commissioners

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Frank J. Meeker
Chairman

PROCLAMATION

A PROCLAMATION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PROCLAIMING APRIL 2015 AS “SEXUAL ASSAULT AWARENESS MONTH” IN FLAGLER COUNTY

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

WHEREAS, rape, sexual assault, and sexual harassment impact our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before the age 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times as likely to be victims of rape or sexual assault; and

WHEREAS, on campus one in five women and one in sixteen men are sexually assaulted; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, when we all play a role we can prevent sexual violence. The first step is increasing education, awareness, and community involvement. It is time for all of us to take action to create a safer environment for all; and

WHEREAS, Flagler County joins advocates and communities across the country in playing an active role to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

NOW THEREFORE, BE IT RESOLVED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim April 2015 as SEXUAL ASSULT AWARENESS MONTH in Flagler County.

Adopted this 20th day of April 2015.

ATTEST:

Flagler County Board of
County Commissioners

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

Frank J, Meeker

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

Date: 4/8/2015

Invoices Processed for the week ending 4/3/2015

Item 6a(1)

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/6/2015	149891	A.W.A. CONTRACTING COMPANY INC	APP#6 CR305 BO	94,024.17	G	PROF SVCS:REPLCMNT OF BOX CULVERT@CR305,2/26-3/25
				94,024.17		
4/6/2015	149892	AAF INTERNATIONAL	90867184	82.72		MISC FILTERS FOR GSB
4/6/2015			90867184	53.50		MISC FILTERS FOR FAC.
				136.22		
4/6/2015	149893	AMSAN	332923325	473.56		AEROSOL,TOILET SEAT,LINER PO NUM 021978
				473.56		
4/6/2015	149894	AT&T	6401327209	66.05		EMAIL ARCHIVING SRVCS FOR ST.ATTY,3/05-4/04/15
4/6/2015			8409227209	173.95		EMAIL ARCHIVING SRVCS FOR ST.ATTY,01/05-03/04/15
				240.00		
4/6/2015	149895	B&H FOTO & ELECTRONICS CORP	94314193	499.99		COMPACT LIVE SOUND MIXER/ USB/EFX FOR IT
				499.99		
4/6/2015	149896	BAKER & TAYLOR, INC	5013532156	21.72		BOOK FOR THE LIBRARY
4/6/2015			5013535686	269.91		(21)BOOKS FOR THE LIBRARY
4/6/2015			5013541554	3,975.77		(82)BOOKS FOR THE LIBRARY
4/6/2015			5013542587	268.85		(15)BOOKS FOR THE LIBRARY
4/6/2015			5013542588	107.51		(3)BOOKS FOR THE LIBRARY
4/6/2015			5013542591	78.47		(4)BOOKS FOR THE BUNNELL
4/6/2015			K38216110	47.96		(2)DVDS FOR THE BUNNELL LIBRARY
4/6/2015			K38216120	47.96		(2)DVDS FOR THE LIBRARY
				4,818.15		
4/6/2015	149897	BAKER DISTRIBUTING COMPANY LLC	0038753	986.87		16SR EVAP COOLRS&CONDNSRS FOR AG CNTR COMPUTER RM
				986.87		

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/6/2015	149898	BLUE CROSS BLUE SHIELD OF FLORIDA	APR 2015	32,521.50		GROUP BILLING SUMMARY FOR ADMIN FEES-APR 2015
				32,521.50		
4/6/2015	149899	BOULEVARD TIRE CENTER	27-GS52074	1,589.22		(6)CONTI HSR1 LRH TIRES PO NUM 022477
4/6/2015			27-GS52075	279.54		(3)HR16 UNIROYAL TP TIRES PO NUM 022477
4/6/2015			27-GS52076	1,791.20		(14)FSTONE&BSTONE TIRES PO NUM 022477
				3,659.96		
4/6/2015	149900	BOUND TREE MEDICAL LLC	81715266	1,459.00		ATROPINE FOR FIRE/RESCUE
4/6/2015			81736326	745.00		PED.DISPOSABLE SENSR FOR FIRE/RESCUE
4/6/2015			81739090	1,743.29		MASK/HD STRAPS,TEST STRPS OXYGN,REGULTR,LIDOCAINE
				3,947.29		
4/6/2015	149901	BRIGHT HOUSE NETWORKS, LLC	033229202032615	100.00		INTERNET SVC-WCKLNE CENTR APRIL 2015
4/6/2015			033558901032615	100.00		INTERNET SVC-SENIOR SRVCS APRIL 2015
				200.00		
4/6/2015	149902	BUNNELL PHARMACY, INC	6349049	32.75		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6349052	49.95		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6352088	6.00		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6352089	6.00		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6352090	6.00		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6353074	44.78		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6353075	60.32		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6353076	199.72		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6353372	6.00		SS INDIGENT HEALTH - RX [REDACTED]
				411.52		
4/6/2015	149903	CARQUEST AUTO PARTS	6056-298701	109.28		MISC FILTERS PO NUM 021987
4/6/2015			6056-298845	53.71		MISC FILTERS PO NUM 021987
4/6/2015			6056-298845	47.40		MOTOR OIL PO NUM 021987

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
210.39						
4/6/2015	149904	CARRIER ENTERPRISE LLC	28064667-00	7,304.70		HONEYWELL PRO3000 NP 2H/1 C HEAT PUMP-FAC HVAC RPLC
4/6/2015			28148855-00	28,984.00		CENTRAL HVAC UNITS & FAN COILS,HEAT PUMPS,EL.HEATR
36,288.70						
4/6/2015	149905	CDW GOVERNMENT LLC	TC60596	51.00		DIGTL VOICE RECORDER FOR TDC
51.00						
4/6/2015	149906	CELICO AUTO BODY, INC.	031328	1,603.34		REPAIRS TO FCSO VEH#2930 -FLEET
1,603.34						
4/6/2015	149907	CENGAGE LEARNING INC.	54677200	57.58		(3)BOOKS FOR THE LIBRARY
4/6/2015			54760848	25.59		BOOK FOR THE LIBRARY
4/6/2015			54769329	323.08		(12)BOOKS FOR THE LIBRARY
406.25						
4/6/2015	149908	CERIDIAN BENEFIT SERVICES, INC	35699597	1,213.26		EMPLYEE ASSTNCE & WL PRGM SRVCS,4/01/15-6/30/15
1,213.26						
4/6/2015	149909	CITY OF BUNNELL - INDIGENT	01-2460-11	113.20		UTIL ASTNCE:NANCY WELLS, 4600 E MOODY BLVD
4/6/2015			04-1490-05	109.34		UTIL ASTNCE:L.EBERFLUS 309 ELM AVE 502
222.54						
4/6/2015	149910	CITY OF PALM COAST -UTILITY DEPT	19521 0215	37.03		HAMMOCK CC 2/11-3/12/15
4/6/2015			19531 0215	39.47		MALACOMPRA PARK 2/11-3/12/15
4/6/2015			19958 0215	30.15		BINGS WATCHMAN RSDNCE 2/11-3/12/15
4/6/2015			19959 0215	217.97		BINGS CONCESSION 2/11-3/12/15
4/6/2015			19960 0215	43.67		BINGS RESTROOM AREA 2/11-3/12/15
4/6/2015			25093 0215	965.68		PUBLIC LIBRARY 2/11-3/12/15
4/6/2015			25703 0215	14,160.83		OCEAN CITY INTERCONNECT/B 2/11-3/12/15
4/6/2015			45015 0215	36.61		H.C.KING PARK 2/13-3/16/15

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/6/2015	149910	CITY OF PALM COAST -UTILITY DEPT	77968 0215	46.54		LEHIGH TRAIL 2/13-3/16/15
				15,577.95		
4/6/2015	149911	COASTAL ELEVATOR SERVICE CORP	TCE05027215	400.50		ELEVATOR SVC,2/01-2/28/15 GSB
4/6/2015			TCE05027215	61.67		ELEVATOR SVC,2/01-2/28/15 OLD COURTHOUSE
4/6/2015			TCE05027215	115.83		ELEVATOR SVC,2/01-2/28/15 ARENA - PARKS
4/6/2015			TCE05027215	1,050.00		ELEVATOR SVC,2/01-2/28/15 JUDICIAL CENTER
4/6/2015			TCE05027315	400.50		ELEVATOR SRVC,3/1-3/31/15 GSB
4/6/2015			TCE05027315	61.67		ELEVATOR SRVC,3/1-3/31/15 OLD COURTHOUSE
4/6/2015			TCE05027315	115.83		ELEVATOR SRVC,3/1-3/31/15 ARENA - PARKS
4/6/2015			TCE05027315	1,050.00		ELEVATOR SRVC,3/1-3/31/15 JUDICIAL CENTER
4/6/2015			TCE05027415	400.50		ELEVATOR SVC,4/01-4/30/15 GSB
4/6/2015			TCE05027415	61.67		ELEVATOR SVC,4/01-4/30/15 OLD COURTHOUSE
4/6/2015			TCE05027415	115.83		ELEVATOR SVC,4/01-4/30/15 ARENA - PARKS
4/6/2015			TCE05027415	1,050.00		ELEVATOR SVC,4/01-4/30/15 JUDICIAL CENTER
				4,884.00		
4/6/2015	149912	COLLINSON AND COMPANY, INC	30616	6,000.00		COLLINSON COMPLETE,JAN- MAR 2015-TDC ADVERTISING
				6,000.00		
4/6/2015	149913	COMMUNICATION INTERNATIONAL INC	INV1503256	216.24		STORM SHOULDER MIC FOR FIRE/RESCUE
				216.24		
4/6/2015	149914	COMPBENEFITS INSURANCE COMPANY	027140139	4,231.30		APRIL 2015 VISION GROUP # VS5636
				4,231.30		
4/6/2015	149915	CONFIDENT CARE OF FLORIDA CORP	1211	913.92		RESP 2/08-3/07/15
4/6/2015			1215	149.10		HMK 67.50,PC 81.60 2/08-2/14/15
4/6/2015			1216	108.00		HMK 2/08-3/07/15

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/6/2015	149915	CONFIDENT CARE OF FLORIDA CORP	1217	163.20		PC 2/08-3/7/15
4/6/2015			1218	346.56		HMK 216.00,PC 130.56 2/08-3/07/15
4/6/2015			1219	119.28		HMK 54.00,PC 65.28 2/08-3/07/15
4/6/2015			1220	16.32		PC 2/01-2/07/15
4/6/2015			1221	238.56		HMK 108,PC 130.56 2/08-3/07/15
4/6/2015			1222	572.80		RESP 2/08-3/07/15
4/6/2015			1223	286.40		RESP 2/08-3/07/15
				2,914.14		
4/6/2015	149916	CRYSTAL HART	30962	100.00		PARKS DEPOSIT REFUND, 30962-PPP WEDDING
				100.00		
4/6/2015	149917	DEX IMAGING, INC	AR2021994	13.88		FAX MACHINE MAINT,12/11- 3/10/15- STATE ATTORNEY
				13.88		
4/6/2015	149918	DORIS RUSSELL	102033	100.00		PARKS DEPOSIT REFUND, 102033-CATTLEMENS HALL
				100.00		
4/6/2015	149919	EAST COAST PATHOLOGY OF FLORIDA, PA	56855180.1	13.00		SO INDIGENT INMATE HEALTH [REDACTED]
				13.00		
4/6/2015	149920	EMERGENCY MEDICINE PROFESSIONALS,PA	111X2150683XP	228.79		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			111X3527558XP	63.51		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			111X362310XP	41.96		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			111X890332XP	179.48		SO INDIGENT INMATE HEALTH [REDACTED]
				513.74		
4/6/2015	149921	FAMILY LIFE CENTER	JAN 2015	3,333.33		MONTHLY INSTALLMENT JANUARY 2015
4/6/2015			JAN 2015 SAVE	1,291.66		JANUARY INSTALLMENT S.A.V.E.

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

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Invoices Processed for the week ending 4/3/2015

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				4,624.99		
4/6/2015	149922	FASTENAL COMPANY	FLORM19027	41.95		POST HOLE DIGGER PO NUM 021988
				41.95		
4/6/2015	149923	FEDERAL EXPRESS CORPORATION	2-958-07994	6.34		SHPNG CHRGS:ADMIN-BRYANT MILLER,OLIVE,ORLND0-2/25
4/6/2015			2-958-07994	47.29		SHPNG CHRGS:ENGNRNG-ALLST CONSTRUCTN,TALLHSEE-2/23
				53.63		
4/6/2015	149924	FLAGLER CDS, INC.	149555	325.00		LAND CLEARING DEBRIS RMVL SIEGL CTR,AG CNTR,GSB
4/6/2015			149555	35.00		LAND CLEARING DEBRIS RMVL COLBERT LANE - 3/4/15
4/6/2015			149637	115.00		LAND CLEARING DEBRIS RMVL AG CENTER-3/20/15
4/6/2015			149637	50.00		LAND CLEARING DEBRIS RMVL MALACOMPRA STORAGE-3/20
				525.00		
4/6/2015	149925	FLAGLER CO BCC BOND-POOLED	CK15-056	127,007.09		3/31 SPLT DPST-BCC OP PLD CSH-FEB15 1/2 CNT SALS TX
				127,007.09		
4/6/2015	149926	FLAGLER CO BCC CPF POOLED FUNDS	CK15-057	48,725.00		TO MOVE FUNDS FOR FY14 PD 14 AJE14-557 GRANT RECLSS
				48,725.00		
4/6/2015	149927	FLAGLER CO BCC GENERAL FUND	POSTAGE MAR 1:	5.28		POSTAGE - MARCH 2015 WASTE BILLING
4/6/2015			POSTAGE MAR 1:	23.29		POSTAGE - MARCH 2015 TRANSPORTATION
4/6/2015			POSTAGE MAR 1:	0.69		POSTAGE - MARCH 2015 AIRPORT
4/6/2015			POSTAGE MAR 1:	30.18		POSTAGE - MARCH 2015 ADMINISTRATION
4/6/2015			POSTAGE MAR 1:	2.88		POSTAGE - MARCH 2015 FIRE RESCUE
4/6/2015			POSTAGE MAR 1:	1.92		POSTAGE - MARCH 2015 BOCC
4/6/2015			POSTAGE MAR 1:	99.19		POSTAGE - MARCH 2015 BUILDING
4/6/2015			POSTAGE MAR 1:	0.82		POSTAGE - MARCH 2015 HUMAN RESOURCES
4/6/2015			POSTAGE MAR 1:	4.76		POSTAGE - MARCH 2015 COUNTY ATTORNEY
4/6/2015			POSTAGE MAR 1:	20.44		POSTAGE - MARCH 2015 ENGINEERING

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/6/2015	149927	FLAGLER CO BCC GENERAL FUND	POSTAGE MAR 1:	164.85		POSTAGE - MARCH 2015 EMS ADMIN
4/6/2015			POSTAGE MAR 1:	4.00		POSTAGE - MARCH 2015 FLIGHT OPS
4/6/2015			POSTAGE MAR 1:	4.91		POSTAGE - MARCH 2015 GUARDIAN AD LITEM
4/6/2015			POSTAGE MAR 1:	181.42	G	POSTAGE - MARCH 2015 EMERGENCY MGMT
4/6/2015			POSTAGE MAR 1:	5.46		POSTAGE - MARCH 2015 GROWTH MGMT
4/6/2015			POSTAGE MAR 1:	53.45		POSTAGE - MARCH 2015 PLANNING
4/6/2015			POSTAGE MAR 1:	0.96		POSTAGE - MARCH 2015 PARKS & REC
4/6/2015			POSTAGE MAR 1:	30.77		POSTAGE - MARCH 2015 VETERANS
4/6/2015			POSTAGE MAR 1:	9.25		POSTAGE - MARCH 2015 GENERAL SERVICES
4/6/2015			POSTAGE MAR 1:	6.55		POSTAGE - MARCH 2015 SENIOR SERVICES
4/6/2015			POSTAGE MAR 1:	0.48		POSTAGE - MARCH 2015 FACILITIES
4/6/2015			POSTAGE MAR 1:	241.34		POSTAGE - MARCH 2015 UTILITIES
4/6/2015			POSTAGE MAR 1:	65.28		POSTAGE - MARCH 2015 CODE ENFORCEMENT
4/6/2015			POSTAGE MAR 1:	0.48		POSTAGE - MARCH 2015 ECONOMIC DEVELOPMENT
				958.65		
4/6/2015	149928	FLAGLER COUNTY UTILITIES	681-691 0315	60.32		VARN PARK 2/25/15-3/25/15
				60.32		
4/6/2015	149929	FLAGLER HOSPITAL INC	2000236337-2	7,402.42		SS INDIGENT HEALTH [REDACTED]
4/6/2015			2000265088-1	334.04		SS INDIGENT HEALTH [REDACTED]
4/6/2015			2000265088-1-1	897.38		SS INDIGENT HEALTH [REDACTED]
4/6/2015			2000265088-1-2	94.62		SS INDIGENT HEALTH [REDACTED]
				8,728.46		
4/6/2015	149930	FLORIDA HOSPITAL MEDICAL GROUP, INC	1497591-RSFL	4.66		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			516685-RSFL	4.66		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			63897-RSFL-10	4.66		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			63897-RSFL-11	9.49		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			63897-RSFL-8	14.86		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			63897-RSFL-9	5.01		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			795830-RSFL	47.09		SO INDIGENT INMATE HEALTH [REDACTED]

"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated

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4/6/2015	149930	FLORIDA HOSPITAL MEDICAL GROUP, INC	795830-RSFL-1	47.81		SO INDIGENT INMATE HEALTH [REDACTED]
				138.24		
4/6/2015	149931	FLORIDA JANITOR & PAPER SUPPLY INC	273452	397.46		VARIOUS CLEANING SUPPLIES PO NUM 021977
4/6/2015			273452	106.80		PAPER TOWELS PO NUM 021977
				504.26		
4/6/2015	149932	FLORIDA POWER & LIGHT COMPANY	0318755246 0315	67.70		PELLICER CARETAKERS HOUSE FEB 21 2015 - MAR 24 2015
4/6/2015			0687405688 0315	102.66		HAMMOCK COMMUNITY CENTER FEB 23 2015 - MAR 25 2015
4/6/2015			0747013431 0315	7.65		PC LIBRARY IRRIGATION FEB 17 2015-MAR 18 2015
4/6/2015			1151513197 0315	254.92		7830 CR304 TOWER FEB 21 2015-MAR 24 2015
4/6/2015			1276786025 0315	49.21		HIDDEN TRLS COMM CENTER FEB 24 2015 - MAR 26 2015
4/6/2015			1606405635 0315	20.53		MALACOMPRA END RESTROOMS FEB 23 2015 - MAR 25 2015
4/6/2015			1748231378 0315	11.83		ISLAND HOUSE APT @ PPP FEB 21 2015 - MAR 24 2015
4/6/2015			3656315029 0315	62.59		HIDDEN TRLS PUMP HOUSE FEB 24 2015 - MAR 26 2015
4/6/2015			5108331538 0315	100.03		BINGS CARETAKER RESIDENCE FEB 23 2015 - MAR 25 2015
4/6/2015			5415798148 0315	36.11		LEHIGH TRAILHEAD RESTRMS FEB 18 2015-MAR 19 2015
4/6/2015			8054826360 0315	111.25		ISLAND HOUSE @ PPP FEB 21 2015 - MAR 24 2015
4/6/2015			8430936099 0315	22.37		O/L @ PALM COAST LIBRARY FEB 17 2015-MAR 18 2015
4/6/2015			8632322320 0215	4,770.97		PC LIBRARY FEB 17 2015-MAR 18 2015
4/6/2015			8693300611 0315	124.29		BINGS REAR RESTROOMS FEB 23 2015 - MAR 25 2015
4/6/2015			9119499433 0315	19.55		BINGS PAVILION FEB 23 2015 - MAR 25 2015
4/6/2015			9235752210 0315	81.41		O/L@HIDDEN TRLS COMM CNTR FEB 24 2015 - MAR 26 2015
4/6/2015			9711597360 0315	262.64		2455 OKR TOWER FEB 23 2015-MAR 25 2015
4/6/2015			9961807139 0315	218.02		RESTROOMS@HC KING PARK FEB 18 2015-MAR 19 2015
				6,323.73		
4/6/2015	149933	FLORIDA POWER & LIGHT COMPANY-ASSIS	47319-40294	348.70		UTIL ASTNCE:V.SMITH,9 FORRESTER PL
4/6/2015			49970-17563	87.41		UTIL ASTNCE:J.MANGANO, 1487 WATER OAK RD
4/6/2015			56201-08828	84.39		UTIL ASTNCE:E.EMANUEL, 306 SO.CHERRY ST

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4/6/2015	149933	FLORIDA POWER & LIGHT COMPANY-ASSIS	62830-84124	87.81		UTIL ASTNCE:N.WELLS,4600 E MOODY BLVD 11
4/6/2015			80501-29322	65.73		UTIL ASTNCE:B.PELLICER, 833 GUNBY BLVD
				674.04		
4/6/2015	149934	FLOYD, MAXINE RUTH	031993	70.98		MILGE REIMB:ORLND0,MARION CTY,PC HLTN,LWS,2/3-3/21
				70.98		
4/6/2015	149935	FRIENDS ASSISTING SENIORS &FAMILIES	534299	143.20		RESP 2/03,2/05/15
4/6/2015			534872	143.20		RESP 2/10,2/12/15
4/6/2015			535359	143.20		RESP 2/17,2/19/15
4/6/2015			535943	143.20		RESP 2/24,2/26/15
				572.80		
4/6/2015	149936	H.R. LEWIS PETROLEUM CO.	205171	3,139.75		BULK OIL,SYNTHETIC OIL PO NUM 022000
				3,139.75		
4/6/2015	149937	HALIFAX HOSPITAL MEDICAL CENTER	VCY52783	5,038.68		SS INDIGENT HEALTH [REDACTED]
4/6/2015			VCY52820	787.04		SS INDIGENT HEALTH [REDACTED]
				5,825.72		
4/6/2015	149938	HANNS, GEORGE E.	031996	407.20		TRVL REIMB:FAC LEGIS DAY, TALLHSEE,3/24-3/27/15
				407.20		
4/6/2015	149939	HARTFORD LIFE & ACCIDENT INSURANCE	677792 0415	2,070.54		APR 2015 BILLING FOR BASIC LIFE & BASIC AD
				2,070.54		
4/6/2015	149940	HOGARTH, BENJAMIN	032000	57.00		TRVL REIMB:FAC LEGIS DAY, TALLHSEE,3/25,3/26/15
				57.00		

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4/6/2015	149941	HOME CARE PHARMACY OF PALM COAST	6143648	5.00		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6143649	4.00		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6144178	6.00		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			6144179	12.95		SS INDIGENT HEALTH - RX [REDACTED]
4/6/2015			614480	14.50		SS INDIGENT HEALTH - RX [REDACTED]
				42.45		
4/6/2015	149942	HOME HELPERS	15754	54.00		HMK 2/03,2/17/15
4/6/2015			15755	108.00		HMK 2/4,2/11,2/20,2/26/15
4/6/2015			15758	108.00		HMK 2/6,2/13,2/20,2/27/15
4/6/2015			15759	54.00		HMK 2/10,2/24/15
4/6/2015			15761	77.63		HMK 2/3,2/12,2/24/15
4/6/2015			15762	54.00		HMK 2/3,2/17/15
4/6/2015			15765	54.00		HMK 2/2,2/16/15
4/6/2015			15767	94.50		HMK 2/5,2/13,2/19,2/26/15
4/6/2015			15768	81.00		HMK 2/3,2/17,2/24/15
4/6/2015			15769	324.00		HMK 2/3-2/26/15
4/6/2015			15770	27.00		HMK 2/18/15
4/6/2015			15771	54.00		HMK 2/10,2/24/15
4/6/2015			15772	27.00		HMK 2/9/15
4/6/2015			15774	216.00		HMK 2/2-2/25/15
4/6/2015			15782	54.00		HMK 2/18,2/25/15
4/6/2015			15783	81.00		HMK 2/4,2/18,2/25/15
4/6/2015			15785	27.00		HMK 2/20/15
4/6/2015			15786	108.00		HMK 2/3,2/10,2/17,2/24/15
4/6/2015			15787	54.00		HMK 2/13,2/27/15
4/6/2015			15788	54.00		HMK 2/13,2/25/15
4/6/2015	15791	54.00		HMK 2/2,2/9,2/16,2/26/15		
				1,765.13		
4/6/2015	149943	INGRAM LIBRARY SERVICES, INC	84258576	68.34		(3)BOOKS FOR THE LIBRARY
4/6/2015			84258577	51.05		(3)BOOKS FOR THE LIBRARY

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				119.39		
4/6/2015	149944	JAMIE AUSTIN	102073	100.00		PARKS DEPOSIT REFUND, 102073-WADSWORTH LRG PAVL
				100.00		
4/6/2015	149945	JUNIOR LIBRARY GUILD	268721	2,379.00		RENEWAL OF CHILDRENS LIBRARY MATERIALS
				2,379.00		
4/6/2015	149946	KETRING POWER TECHNOLOGIES LLC	301048	800.00		AWOS INSPECTN & RPR-1/21
				800.00		
4/6/2015	149947	KING, JOSEPH W.	032002	161.00		TRVL RMB:FL ST FIRE CLLGE CLASS,3/16-3/20,OCALA
				161.00		
4/6/2015	149948	LEAH LUNSFORD	101993	93.46		PARKS FEE REFUND,101993 PRINCESS PLACE CAMPING
4/6/2015			101993	6.54		PARKS SALES TAX REFUND, 101993,PPP CAMPING
				100.00		
4/6/2015	149949	LEAVITT MEDICAL ASSOCIATES OF FL	5337196	102.00		SO INDIGENT INMATE HEALTH [REDACTED]
				102.00		
4/6/2015	149950	LOWE'S HOME CENTERS, LLC	01528	18.00		WASP KILLER PO NUM 022001
4/6/2015			01528	21.82		COVERALLS PO NUM 022001
4/6/2015			01528	14.10		ANT KILLER PO NUM 022001
				53.92		
4/6/2015	149951	MANSFIELD OIL COMPANY	345713	18,028.14		87 UNL W/10%ETH,8435 GALL PO NUM 021993
				18,028.14		
4/6/2015	149952	MAUDLIN INTERNATIONAL TRUCKS	VI68619	116.14		FILTER KITS (2) PO NUM 021982

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				116.14		
4/6/2015	149953	MAYER, CHRISTIE	032004	43.96		MLGE REIMB:11/14 ACME TROPHIES,11/20 FEED FLGLR
4/6/2015			032005	32.71		REIMB:FRAME FOR AWARD, COFFEE&CREAMER FOR MTNGS
				76.67		
4/6/2015	149954	MCLAUGHLIN, NATE	031995	332.31		TRVL REIMB:FAC LEGIS DAY, 3/25-3/27,N.MCLAUGHLIN
				332.31		
4/6/2015	149955	MEDI-QUICK URGENT CARE CENTERS INC	C520005T	59.35		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			C530007T	141.19		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			C530007U	78.42		SO INDIGENT INMATE HEALTH [REDACTED]
				278.96		
4/6/2015	149956	MEMORIAL HOSPITAL FLAGLER INC	100270597	273.55		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100357082	458.73		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100710062	157.74		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100823885	946.22		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100840486	236.73		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100841660	157.74		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100842755	304.86		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100846414	1,252.05		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			100855652	157.74		SO INDIGENT INMATE HEALTH [REDACTED]
				3,945.36		
4/6/2015	149957	MIDWEST TAPE, LLC	92671468	29.99		AUDIO BOOK FOR THE LIBRARY
				29.99		
4/6/2015	149958	PALM COAST FORD	151578	218.64		MOTOR AND FAN PO NUM 021984
4/6/2015			151609	218.64		MOTOR AND FAN PO NUM 021984

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				437.28		
4/6/2015	149959	PALM COAST HISTORICAL SOCIETY	031985	1,166.21		REIMB:OP GRANT,PC HISTRCL SCTY&MUSEUM,FURNITURE-TDC
4/6/2015			031986	1,173.48		REIMB:OP GRANT,PC HISTRCL SCTY&MUSEUM,COMPUTER&EQI
4/6/2015			031987	538.12		REIMB:OP GRANT,PC HISTRCL SCTY&MSM,EXHIBIT RM MATRL
4/6/2015			031988	407.57		REIMB:OP GRANT,PC HISTRCL SCTY&MSM,EXHIBIT RM MATRL
				3,285.38		
4/6/2015	149960	R.J. DUDLEY	102075	100.00		PARKS DEPOSIT REFUND, 102075-ESPANOLA CC
				100.00		
4/6/2015	149961	RIVERGATE @ PALM COAST HOA	100774	100.00		PARKS DEPOSIT REFUND, 100774-HERSCHEL KING PAVL
				100.00		
4/6/2015	149962	RUSSELL ORTHOPAEDIC CENTER PA	R3175-010001	68.84		SO INDIGENT INMATE HEALTH [REDACTED]
				68.84		
4/6/2015	149963	SABOUNGI CONSTRUCTION, INC.	APP#5 VARN PAF	57,673.15	G	PROF SVCS:VARN PK IMPROV. ADA PARKNG,1/26-2/25/15
				57,673.15		
4/6/2015	149964	SHEILA BAKER	101950	100.00		PARKS DEPOSIT REFUND, 101950-HAW CREEK CC
4/6/2015			101950	18.70		PARKS FEE REFUND, 101950-HAW CREEK CC
4/6/2015			101950	1.30		PARKS SALES TAX REFUND, 101950-HAW CREEK CC
				120.00		
4/6/2015	149965	SHERMAN, SALLY	031994	60.00		TRVL REIMB:FAC LEGIS DAY, TALLHSEE,3/25&3/26/15
4/6/2015			031994	25.00		FUEL REIMB:FAC LEGIS DAY, TALLHSEE,3/25
4/6/2015			031997	364.30	G	REIMB:S.SHERMAN,AIRLINE TICKETS,EVAWI APR 15 CONF
				449.30		

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4/6/2015	149966	SOUTH DAYTONA TRACTOR & MOWER INC	424203	713.30		SCAG BLADES PO NUM 021995
				713.30		
4/6/2015	149967	SPACE COAST FIRE & SAFETY, INC.	569882	137.40		ANNUAL FIRE ALARM SYS INSPEC&TEST @ AG CENTER
4/6/2015			569883	137.40		ANNUAL FIRE ALARM SYS INSPEC&TEST@CIVIC ARENA
4/6/2015			569884	43.70		ANNUAL FIRE ALARM SYS INSPEC&TEST @ ENERGY PLNT
4/6/2015			569884	43.70		ANNUAL FIRE ALARM SYS INSPEC&TEST @ ENERGY PLNT
4/6/2015			569885	262.40		ANNUAL FIRE ALARM SYS INSPEC&TEST@ EOC
4/6/2015			569886	712.40		ANNUAL FIRE ALARM SYS INSPEC&TEST@ GSB
4/6/2015			569887	315.00		ANNUAL FIRE ALARM SYS INSPEC&TEST @ INMATE FAC
4/6/2015			569888	775.00		ANNUAL FIRE ALARM SYS TEST & INSPECTN-JC
4/6/2015			569889	287.40		ANNUAL FIRE ALARM SYS INSPEC& TEST-PAVED/UNPAVD
4/6/2015			569890	300.00		ANNUAL FIRE ALARM SYS INSPEC&TEST @ SHERIFFS
4/6/2015			569935	162.40		ANNUAL FIRE ALARM SYS INSPEC&TEST@SIEGEL CENTER
4/6/2015			569936	187.40		ANNUAL FIRE ALARM SYS INSPEC&TEST@LIBRARY
4/6/2015			569937	162.40		ANNUAL FIRE ALARM SYS INSPEC&TEST@PPP LODGE
4/6/2015			570000	150.00		SPRINKLER SYS INSPEC&TEST -AG CENTER
4/6/2015			570007	200.00		SPRINKLER SYS INSPEC&TEST @EOC
4/6/2015			570008	256.25		SPRINKLER SYS INSPEC&TEST @GSB
4/6/2015			570009	150.00		SPRINKLER SYS INSPEC&TEST @INMATE FAC
4/6/2015			570010	256.25		SPRINKLER SYS INSPEC&TEST @ JC
4/6/2015			570037	100.00		SPRINKLER SYS INSPEC&TEST @ENERGY PLANT
4/6/2015			570037	100.00		SPRINKLER SYS INSPEC&TEST @ENERGY PLANT
4/6/2015			570147	150.00		SPRINKLER SYS INSPEC&TEST @LIBRARY
4/6/2015			P73898	70.00		LABOR TO REPLACE BATTRIES IN ALL SMOKE DETECTRS-PPP
4/6/2015			P76000	70.00		RELOCATED MOUNTED STROBE @ JC
				5,029.10		
4/6/2015	149968	STATE OF FLORIDA - SA	14-5864	73.21		LOCAL PHONE CHRGS-FEB 15 STATE ATTORNEY
				73.21		
4/6/2015	149969	SYMETRA LIFE INSURANCE COMPANY	APR 15 STP LOSS	48,535.20		APR 2015 BILLING FOR STOP LOSS ADMIN FEES

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				48,535.20		
4/6/2015	149970	TEN-8 FIRE EQUIPMENT, INC	IN794732	35,595.00		(35)SCBA-SELF CONTAINED BREATHNG APPRATUS-FIRE/RE
				35,595.00		
4/6/2015	149971	THE DAYTONA BEACH NEWS-JOURNAL	I02127434	328.25		AD:AMENDING ORD#2015-02 APPENDIX C,3/24/15-BOCC
				328.25		
4/6/2015	149972	TOMOKA MEDICAL LAB INC	52249	22.00		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52250	11.50		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52252	57.00		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52253	47.50		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52254	40.50		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52255	48.50		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52256	8.00		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52257	22.00		SO INDIGENT INMATE HEALTH [REDACTED]
4/6/2015			52258	22.00		SO INDIGENT INMATE HEALTH [REDACTED]
				279.00		
4/6/2015	149973	UNI-SELECT USA, INC	065034264	166.98		BRAKE PADS,BRAKE CLEANER PO NUM 021980
4/6/2015			065035352	367.28		BRAKE PADS,CLEANER,WIPERS PO NUM 021980
				534.26		
4/6/2015	149974	VAN ECKERT, HELGA	031969	297.00		TRVL REIMB:MISC MEETINGS, 9/29-10/23/14,H.V.ECKERT
4/6/2015			031998	108.06		REIMB:PROSPCT MEAL,PROJCT GREEN DREAM,12/12-H.ECKRT
4/6/2015			031999	23.43		REIMB:PROSPCT LUNCH,PRJCT GREEN DREAM,10/17-H.ECKRT
				428.49		
4/6/2015	149975	VEHICLE MAINTENANCE PROGRAM, INC.	INV-237812	259.20		WIPER BLADES PO NUM 021981
				259.20		

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

Date: 4/8/2015

Invoices Processed for the week ending 4/3/2015

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/6/2015	149976	FLAGLER CO BCC POOLED CASH PCARD	TXN00051912	419.79		POLARIS RPR-FIRE/RESCUE #8157
4/6/2015			TXN00052184	79.99		CHRGD TWICE IN ERROR FOR EMS FLDRS-CR ON TXN 53123
4/6/2015			TXN00052542	19.50		PLIERS-FLEET
4/6/2015			TXN00052545	18.80		IMPACT ADAPTER -FLEET
4/6/2015			TXN00052818	2,072.50		(2)COMMUNITY R.5 HPT LOUD -SPEAKERS FOR CRACKER DAY
4/6/2015			TXN00052818	907.20		(2)COMMUNITY R.35 COAX WEATHR RESIS.LOUDSPEAKERS
4/6/2015			TXN00052818	549.00		AMPLIFIER-SINGLE CHANNEL FRONT LCD FOR CRACKER DAY
4/6/2015			TXN00052818	500.42		3-DAY SHPNG CHG FOR SPEAK -ER SYS NEEDED-CRACKR DAY
4/6/2015			TXN00052886	798.33		PROMOTNL POP UP TENT WITH DIGITAL PRINTING-ECON.DEV
4/6/2015			TXN00052886	206.84		POP UP TENT DELUXE FRAME 10X10 FOR ECON.DEVELOPMNT
4/6/2015			TXN00052886	31.22		POP UP TENT DELUXE BAG FOR ECON.DEVELOPMENT
4/6/2015			TXN00052886	55.09		SHIPPING CHRG FOR POP UP TENT&COMPONENTS-ECON.DEV.
4/6/2015			TXN00052886	30.00		PREPRESS HOURLY CHRG FOR PROMO POP UP TENT-E.DEVEL
4/6/2015			TXN00052981	225.00	G	GOV HURRCN CONF REGIS FOR L.NELSON,EMPA,5/10-5/15
4/6/2015			TXN00053087	1,110.00		REGIS:FCCMA,ORLND0,5/27- 30,COFFEY,SHERMAN,HOGARTH
4/6/2015			TXN00053097	463.60		3B MATERIAL AID-REFRIGRTR FOR SNR SVC CLIENT L.G.
4/6/2015			TXN00053123	(79.99)		CR REF TXN 52184,FOR EMS FOLDERS NEVER RECEIVED
4/6/2015			TXN00053132	150.00		REGIS:APCO/NENA TRNG CONF REGIS,5/02-V.OGAGA,E-911
4/6/2015			TXN00053167	60.90	G	EASEL PADS FOR EMPA
4/6/2015			TXN00053178	399.00		(100)ID BADGES FOR EMS
4/6/2015			TXN00053217	399.00		(100)ID BADGES FOR EMS
4/6/2015			TXN00053259	30.00		DORM ROOM@FIRE COLLGE FOR S.WALKER,3/25-3/26,OCALA
4/6/2015			TXN00053263	30.00		DORM ROOM@FIRE COLLGE FOR A.KEPPLER,3/25-3/26,OCALA
4/6/2015			TXN00053266	30.00		DORM ROOM@FIRE COLLGE FOR J.POWELL,3/25-3/26,OCALA
4/6/2015			TXN00053269	30.00		DORM ROOM@FIRE COLLGE FOR D.MOORE,3/25-3/26,OCALA
4/6/2015			TXN00053273	30.00		DORM ROOM@FIRE COLLGE FOR M.DOLCE,3/25-3/26,OCALA
4/6/2015			TXN00053276	30.00		DORM ROOM@FIRE COLLGE FOR R.PEREZ,3/25-3/26,OCALA
4/6/2015			TXN00053277	123.68		OXYGEN FOR ALL ALS RESCUE UNITS & ENGINES
4/6/2015			TXN00053283	30.00		DORM ROOM@FIRE COLLGE FOR J.KEPPLER,3/25-3/26,OCALA
4/6/2015			TXN00053298	192.06		CITY OF PC#32099 0215,WTR CHRGS-STA.41,2/11-3/12/15
4/6/2015			TXN00053299	(64.64)		CR REF TXN 52878,RETURNED WIRELESS ADPTRS FOR EMS
4/6/2015			TXN00053316	22.60		ADAPTERS,FITTINGS,PAINT FOR AG CENTER
4/6/2015			TXN00053316	163.47		HOSE,RAINSENSR,SPRYR,TARP SPADE,RAKE,PLNTR,STAKES

"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

Date: 4/8/2015

Invoices Processed for the week ending 4/3/2015

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/6/2015	149976	FLAGLER CO BCC POOLED CASH PCARD	TXN00053316	92.00		WEED MAT,FERTILIZER,SOIL PINS FOR AG CENTER
				9,155.36		
4/7/2015	149977	AFLAC PREMIUM HOLDING	20150320	43.80		PAYROLL SUMMARY
4/7/2015			20150320	177.24		PAYROLL SUMMARY
4/7/2015			20150320	453.94		PAYROLL SUMMARY
4/7/2015			20150320	860.55		PAYROLL SUMMARY
4/7/2015			20150320	250.29		PAYROLL SUMMARY
4/7/2015			20150327	43.80		PAYROLL SUMMARY
4/7/2015			20150327	177.24		PAYROLL SUMMARY
4/7/2015			20150327	453.94		PAYROLL SUMMARY
4/7/2015			20150327	860.55		PAYROLL SUMMARY
4/7/2015			20150327	250.29		PAYROLL SUMMARY
4/7/2015			20150402	43.80		PAYROLL SUMMARY
4/7/2015			20150402	177.24		PAYROLL SUMMARY
4/7/2015			20150402	453.94		PAYROLL SUMMARY
4/7/2015			20150402	860.55		PAYROLL SUMMARY
4/7/2015			20150402	250.29		PAYROLL SUMMARY
4/7/2015			20150410	43.80		PAYROLL SUMMARY
4/7/2015			20150410	(2.60)		PAYROLL SUMMARY
4/7/2015			20150410	469.18		PAYROLL SUMMARY
4/7/2015			20150410	860.55		PAYROLL SUMMARY
4/7/2015			20150410	250.29		PAYROLL SUMMARY
				6,978.68		
4/7/2015	149978	FCBCC GROUP BENEFITS (P/R)	20150410	250.84		PAYROLL SUMMARY
4/7/2015			20150410	9,846.89		PAYROLL SUMMARY
				10,097.73		
4/7/2015	149979	FCBCC GROUP BENEFITS FLEX PLAN	20150410	1,269.33		PAYROLL SUMMARY
				1,269.33		

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

Date: 4/8/2015

Invoices Processed for the week ending 4/3/2015

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
4/7/2015	149980	FLAGLER CO PROF FIREFIGHTERS ASSO	20150410	864.00		PAYROLL SUMMARY
				864.00		
4/7/2015	149981	FLAGLER COUNTY COCC (P/R)	20150410	20.25		PAYROLL SUMMARY
				20.25		
4/7/2015	149982	UNITED WAY OF VOLUSIA-FLAGLER, INC	20150410	5.00		PAYROLL SUMMARY
				5.00		
4/6/2015	313149	JOSEPH POZZUOLI ARCHITECT PA	1-ECO COTTAGE	10,000.00		PRF SVC:RVR TO SEA,COASTL COTTAGES,CONSTRUC DOCS
				10,000.00		
4/6/2015	313150	SOURCEMEDIA LLC	ADV0257382	2,143.00		AD:(2)NOTICE OF SALE,NEWS LETTER SPNSRSHP,3/19&3/23
				2,143.00		
4/6/2015	332835	CDW GOVERNMENT LLC	TC60596	51.00		DIGTL VOICE RECORDER FOR SHIP
				51.00		
4/6/2015	332836	FLAGLER CO BCC GENERAL FUND	POSTAGE MAR 1	3.26		POSTAGE - MARCH 2015 SHIP
				3.26		
4/6/2015	460398	FERGUSON ENTERPRISES,INC	1380888	157.00		MAIN VALVE REPAIR KIT -BFCU
4/6/2015			1381009	631.81		PLUMBING MATERIALS FOR BFCU
4/6/2015			1381009	631.82		PLUMBING MATERIALS FOR BFCU
				1,420.63		
4/6/2015	460399	MCKIM & CREED, INC.	117850	41,949.60		PROF SVCS:DSGN&BASIS OF DSGN MEMO,BFCU-THRU 2/28
				41,949.60		
4/6/2015	460400	ORMOND SEPTIC SYSTEMS	22761	850.00		SLUDGE BOX CLEANING SRVCS -BFCU

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

Date: 4/8/2015

Invoices Processed for the week ending 4/3/2015

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				850.00		
4/6/2015	460401	THE DUMONT COMPANY, INC	336043	1,045.00		CHEMICALS TO MAINTAIN BFCU
4/6/2015			336044	422.00		CHEMICALS TO MAINTAIN BFCU
				1,467.00		
4/6/2015	460402	FLAGLER CO BCC POOLED CASH PCARD	TXN00052776	21.35		TAPE MEASURE,SCREWDRIVER, FURNITURE BLANKET-BFCU
4/6/2015			TXN00052776	21.35		TAPE MEASURE,SCREWDRIVER, FURNITURE BLANKET-BFCU
4/6/2015			TXN00052776	14.24		4-TIER REPLCMNT SHELVING FOR BFCU
4/6/2015			TXN00052776	14.24		4-TIER REPLCMNT SHELVING FOR BFCU
				71.18		
3/30/2015	9150213	COAST TITLE INSURANCE AGENCY INC	WTO15-208	2,750,913.35		AIRPORT BLDG PURCHASES AS APPRVD BY BOCC 3/16/15
				2,750,913.35		
4/1/2015	9150215	STATE OF FL-DOR-RETIREMENT WIRE	WTO15-211	161,666.12		MARCH 2015 RETIREMENT WIRE
				161,666.12		
4/1/2015	9150216	BANK OF AMERICA - SWAP	WTO15-212	73,000.27		OCT 14-MAR 15 EMS INTERST EXPENSE SWAP PAYMENT
				73,000.27		
4/1/2015	9150217	BANK OF AMERICA - SWAP	WTO15-213	6,394.74		JAN-MAR 15 AIRPORT INTEREST EXPNSE SWAP PYMT
				6,394.74		
4/2/2015	9150218	HUMANA DENTAL INSURANCE COMPANY	WTO15-214	8,930.50		HUMANA DENTAL CLAIMS THRU 3/29/15
				8,930.50		
4/2/2015	9150219	NATIONWIDE RETIREMENT SOLUTIONS INC	WTO15-215	4,770.17		NATIONWIDE RETIREMENT WIRE 4/2/15 P/R

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

Date: 4/8/2015

Invoices Processed for the week ending 4/3/2015

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				4,770.17		
4/2/2015	9150220	EXPERT PAY - CHILD SUPPORT WIRE	WTO15-216	1,918.19		CHILD SUPP WIRE TO FLSDU WK OF 4/2/15 P/R
				1,918.19		
4/2/2015	9150221	DHARMA MERCHANT SERVICES, INC	WTO15-217	238.99		MARCH 2015 CREDIT CARD MONTHLY CHARGES/FEES
				238.99		
4/6/2015	9150222	BLUE CROSS BLUE SHIELD-CLAIMS	WTO15-218	494,898.57		FEB 15 MONTHLY HEALTH INSURANCE CLAIMS
				494,898.57		
4/6/2015	9150223	AMERIFLEX	WTO15-219	1,033.80		AMERIFLEX DRAFT FOR FLEX- HRA SPENDING 3/27-4/2/15
4/6/2015			WTO15-219	1,159.87		AMERIFLEX DRAFT FOR FLEX- FSA SPENDING 3/27-4/2/15
				2,193.67		
			Total	4,200,698.32		

REPORT OF REVENUE COLLECTED
 From the Courts to the Board of County Commissioners
 For the Month of February, 2015
 TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

		<u>Check #</u>
Board of County Commissioners		
Automation (Gen)	5,664.30	60934
Drivers Ed Trust Fund (Gen)	3,545.63	60934
Law Enforcement Education (Gen)	675.27	60934
Pioneer Credit Recovery	13,839.34	60941
Court Facilities	22,690.90	60929
Alcohol & Drug Abuse	321.97	60928
Legal Aid	1,720.59	60937
Law Library	1,705.48	60936
Court Innovations	1,705.44	60930
Juvenile Diversion	1,705.49	60935
Criminal Prevention	2,347.42	60932
Domestic Violence Trust Fund	653.08	60933
Teen Court	2,351.08	60939
Clerk of Court:		
Court General Fund	141,390.31	Revenue
Public Mod Trust Fund - Court	Revised 4,548.28	Revenue
Flagler County Sheriffs Office	3,715.51	60940
Brevard County Sheriffs Office	-	0
City of Bunnell	2,222.32	60925
City of Flagler Beach	1,701.05	60926
City of Palm Coast	10,614.45	60927
Filing Fees & Court Costs	85,486.96	EFT*
Indigent Criminal Defense TF	2,573.41	
Child Welfare Training TF	135.00	
Displaced Homemaker TF	337.50	
Domestic Violence TF	1,485.00	
State General Revenue Fund	31,840.00	
State Courts Revenue TF	25,726.00	
Court Education TF	794.50	
Dept of Financial Svcs Admin TF	694.00	
Clerks of the Court TF	-	
Ch 2008-111, Laws of FL	21,901.55	
DOR - Child Support Fees		407.16 EFT*
Non IV-D, SDU Cases	407.16	

Motor Vehicles & Vessels		29,177.30	EFT*
Emergency Medical Services TF	1,552.61		
Dept of Health EMS TF	1,133.00		
State Courts Revenue TF	5,451.31		
Child Welfare Training TF	625.38		
HSMV Motor Vehicle License TF	5,650.75		
State General Revenue Fund	6,605.13		
DOH Administrative TF	-		
Brain and Spinal Cord Injury TF	1,643.32		
State Agency Law Enf Radio System TF	1,633.92		
State Attorneys Revenue TF	2,314.77		
Public Defenders Revenue TF	1,160.86		
Juvenile Welfare Training TF	625.28		
Additional Court Cost Clearing TF	381.49		
Epilepsy Services TF	40.00		
Nongame Wildlife TF	359.48		
Marine Resources Conservation TF	-		
Red Light Camera		5,710.91	EFT*
State General Revenue Fund	4,816.35		
Dept of Health Administrative TF	688.04		
Brain and Spinal Cord Injury TF	206.52		
Vital Statistics, Public Health, Tobacco		281.73	EFT*
Department of Health	161.73		
Solid Waste Mgmt TF	-		
Department of Education	120.00		
Crimes & Criminal Procedures		110.00	EFT*
State General Revenue Fund	90.00		
Crimes Compensation TF	20.00		
Additional Court Costs		21,709.45	EFT*
Crimes Compensation TF	10,627.84		
Emergency Medical Services TF	393.40		
FDLE Operating TF	786.77		
Brain and Spinal Cord Injury TF	944.15		
Domestic Violence TF	546.75		
Rape Crisis Program TF	1,114.91		
DCF Grants & Donations TF	-		
Fish & Wildlife Operating TF	-		
HSMV Motor Vehicle License TF	259.11		
FDLE Investigative Support TF	260.91		
DOT State Transportation TF	-		
State Attorneys Revenue TF	6,775.61		

*EFT - Electronic Funds Transfer to Department of Revenue for Distribution to various
State agencies Total Transmitted: \$ 142,476.35 Checks issued in the total amount of: \$ 77,184.32

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7**

SUBJECT: Ratification of Grant Application Submission to the FY2015 Florida Inland Navigation District (FIND) Waterways Assistance Program for Improvements at the Moody Boat Launch in the Amount of \$119,250.00

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Staff is seeking ratification of a grant application submission for the FY2015 FIND Waterways Assistance Program for improvements at the Moody Boat Launch.

Moody Boat Launch is one of three public launch facilities owned by Flagler County which offer direct boater access to the Intracoastal Waterway (ICW). This popular facility lies along the eastern side of the ICW south of State Road 100, within the City of Flagler Beach. Constructed in 1989/1990 this ramp has two lanes with loading docks on each side, a restroom close to the ramp, fishing piers, picnic tables and a parking lot. Flagler County has never dredged the boat launch basin and it is in need of dredging to provide smooth access to the ICW. During low tide boaters have approximately 1 ½ feet to maneuver their vessels in and out of the basin. A professional marine contractor estimates that approximately 1,650 cubic yards of silt need to be removed, hauled and disposed of.

Due to the age and condition of the facility, the restroom and loading docks are in need of replacement. Staff is proposing to install an aluminum floating dock system to replace the existing wooden loading docks, expand dockage to the east side of the basin and construct an ADA compliant restroom (529 sq ft) to replace the existing. To promote and ensure boater safety, we are also proposing to install six (6) basin light poles.

Dredging, Hauling & Disposal of Silt	\$ 82,500.00
Plans/Permitting	\$ 7,250.00
Restroom Demolition/Construction	\$ 84,500.00
Floating Dock System	\$ 55,250.00
Basin Lighting	<u>\$ 9,000.00</u>
	\$238,500.00 Total Project Cost

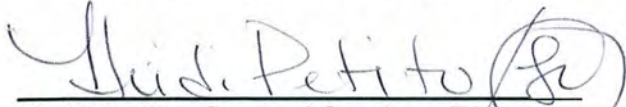
FUNDING INFORMATION: This grant requires a local match of \$119,250, which is fifty percent (50%) of the total project cost (\$238,500). If approved, staff is proposing to provide the \$119,250 match from Vessel Registration Funds. Funding for this project will be appropriated in the FY 2015-2016 Budget.

DEPT./CONTACT/PHONE #: General Services, Heidi Petito, 313-4185

RECOMMENDATIONS: Request the Board ratify the submission of the application and execution of the supporting resolution for assistance to the FIND Waterways Assistance Program and authorize the County Administrator to execute all necessary documents for acceptance and implementation of the grant.

ATTACHMENTS:

1. FIND Application – Moody Boat Launch
2. Resolution (Attachment E-6)


Heidi Petito, General Services Director

4/9/15
Date


Craig M. Coffey, County Administrator

9 April 2015
Date

**WATERWAYS ASSISTANCE PROGRAM FY 2015
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY**

Applicant: Flagler County Board of County Commissioners

Department: General Services – Parks and Recreation

Project Title: Accessibility Improvements and Restroom at Moody Boat Launch

Project Director: Heidi Petito Title General Services Director

Project Liaison Agent (if different from Project Director above): Elizabeth Yates

Liaison Agent Title: Administrative Assistant

Address: 1769 East Moody Boulevard, Bldg #5

Bunnell, Florida Zip Code: 32110

Telephone: (386) 313-4183 Fax: (386) 313-4120

Email: eyates@flaglercounty.org

***** I hereby certify that the information provided in this application is true and accurate.*****

SIGNATURE:  DATE: 3/30/15

PROJECT SUMMARY NARRATIVE (Please summarize the project in 2 paragraphs or less.)

Moody Boat Launch is one of three public launch facilities owned by Flagler County which offer direct boater access to the Intracoastal Waterway. This popular facility lies along the eastern side of the ICW south of State Road 100, within the City of Flagler Beach. Constructed in 1989/1990 this ramp has two lanes with loading docks on each side, a restroom close to the ramp, fishing piers, picnic tables and a parking lot. Flagler County has never dredged the boat launch basin and it is need of dredging to provide smooth access to the ICW. During low tide boaters have approximately 1 ½ feet to maneuver their vessels in and out of the basin. A professional marine contractor estimates that approximately 1,650 cubic yards of silt need to be removed, hauled and disposed of.

Due to the age and condition of the facility, the restroom and loading docks are in need of replacement. We are proposing to install an aluminum floating dock system to replace the existing wooden loading docks and construct an ADA compliant restroom (529 sq ft) to replace the existing. To promote and ensure boater safety, we are also proposing to install six (6) basin light poles.

ATTACHMENT E-2.

APPLICATION CHECKLIST 2015


(To be completed by the Applicant)

This checklist and the other items listed below in items 1 through 14 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

Two (2) copies of your application are required. One original and one electronic copy.

All information (except maps) is required to be on 8 1/2" x 11" paper. Maps and drawings may be on 8 1/2" x 14" paper and folded to 8 1/2" x 11" so that they may be included to hole punch and bound by staff.

PROJECT NAME : <u>Accessibility Improvements and Bathroom at Moody Boat Launch</u>	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 03) (NOTE: For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)		_____
2. Applicant Info/Project Summary – E-1 (Form No. 90-22, 1 page) (Form must be completed and signed)	<input checked="" type="checkbox"/>	_____
3. Application Checklist – E-2 (Form No. 90-26, 2 pages) (Form must be signed and dated)	<input checked="" type="checkbox"/>	_____
4. Project Information – E-3 (Form No. 90-22a, 1 page)	<input checked="" type="checkbox"/>	_____
5. Project Evaluation and Rating – E-4(+) (Form No. 91-25) (Form must be completed, proper attachment included) (No signatures required)	<input checked="" type="checkbox"/>	_____
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	<input checked="" type="checkbox"/>	_____
7. Official Resolution Form – E-6 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	<input checked="" type="checkbox"/>	_____
8. Attorney’s Certification (Land Ownership) – E-7 (Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)	<input checked="" type="checkbox"/>	_____

ATTACHMENT E-2 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

- 9. Project Timeline – E-8 (Form No. 96-10, 1 page) _____
- 10. County/City Location Map _____
- 11. Project Boundary Map _____
- 12. Clear & Detailed Site Development Plan Map _____
- 13. Copies of all Required Permits _____
(Required of development projects only)

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:00 PM, April 01, 2015. By May 29, 2015 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than the final TRIM Hearing in September 2015. If the information in Item 13 is not submitted to the District office by the District's final TRIM hearing in September 2015, I am aware that my application will be removed from any further funding consideration by the District.

APPLICANT: Craig M. Coffey APP. TITLE: County Administrator

Elizabeth G. Gato **** SIGNATURE - APPLICANT'S LIAISON **** 3/30/15 DATE

FIND OFFICE USE ONLY	
Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

ATTACHMENT E-3 - PROJECT INFORMATION 2015

APPLICANT: Flagler County BOCC APPLICATION TITLE: Accessibility Improvements @ Moody Boat Launch

Total Project Cost: \$ 238,500.00 FIND Funding Requested: \$119,250.00 % of total cost: 50%

Amount and Source of Applicants Matching Funds: \$119,250.00 Flagler County Appropriated Funds Fiscal Year 2015-2016 (General Fund/Vessel Registration)

Other (non-FIND) Assistance applied for (name of program and amount) None

Ownership of Project Site (check one): Own: Leased: _____ Other: _____

If leased or other, please describe lease or terms and conditions: _____

Once completed, will this project be insured against damage? Yes Explain: Flagler County has coverage which is renewed annually, this project will be insured.

Has the District previously provided assistance funding to this project or site? : Yes

If yes, please list: 2003-2004 Fishing Pier Extension (\$25,000.00)

What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): two lane boat ramp, 9 paved spaces for boat trailers, 20 spaces for regular vehicles, and 135 linear feet fishing pier/dock.

How many additional ramps, slips, parking spaces or other public access features will be added by the completion of this project? (as applicable): There will be an ADA accessible floating dock (5' x 250'), two gangways, an ADA compliant restroom and additional basin lighting.

If there are fees charged for the use of this project, please denote. How do these fees compare with fees from similar public & private facilities in the area? Please provide documentation N/A, there is no charge

Please list all Environmental Resource Permits required for this project:

<u>Agency</u>	<u>Yes/ No N/A</u>	<u>Date Applied For</u>	<u>Date Received</u>
WMD	_____	_____	_____
DEP	<u>Yes</u>	_____	_____
ACOE	<u>Yes</u>	_____	_____
COUNTY/CITY	<u>Yes</u>	_____	_____

a) ATTACHMENT E-4

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

STEP 1: All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6. ****Do not answer with more than four sentences.****

STEP 2: Complete **one and only one sub-Attachment** (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

APPLICATION TITLE: Accessibility Improvements at Moody Boat Launch

APPLICANT: Flagler County Board of County Commissioners

PROJECT ADDRESS: 825 Moody Lane, Flagler Beach, FL 32136

1) PRIORITY LIST:

a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of **one** type based upon the predominant cost of the project elements.)

#7 – Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities

b) **Explain how the project fits this priority category.**

In order to maintain sufficient vessel access to the ICW dredging of the launch site is needed.

(For reviewer only)

Max. Available Score for application _____

Question 1. Range of Score (1 to ___ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project directly relates to the ICW and the mission of the Navigation District.**

The location of this project on the ICW will enhance boater access for the public to the ICW. This project is directly related to the mission of F.I.N.D. as it will provide public navigation and waterway access.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

As one of the heavily used boat launches in Flagler County, the dredging project will improve access to the ICW for a variety of boat sizes. Without the dredging project, boaters are finding it increasingly difficult to maneuver their vessels during low tide.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.**

Public usage of the Moody Boat Launch facility is apparent to Flagler County officials by the amount of trailers that are found at the facility on a daily basis. Frequently, parking overflows from the allotted parking spaces (9 paved boat trailer spaces) into other areas of the park as well as onto Moody Lane.

- b) Discuss the regional and local public benefits that will be provided by the project.**

Improved access will be achieved through dredging approximately 1,650 cubic yards of silt from the boat launch basin. The project will benefit all the current and future users of the boat launch facility and improve the maneuverability of vessels especially during low tide.

- c) Can residents from other counties of the District reasonably access and use the project? Explain.**

Yes. This is a free public boat launch site which is open 24/7 and is located just a few miles east of I-95 off of SR100.

(For reviewer only)
(1-8 points)

4) TIMELINESS

- a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-8.**

Permitting of the project is currently underway. It is estimated that upon the start of funding (After October 1st, 2015) the project will commence and will take approximately seven months to complete.

- b) **Briefly explain any unique aspects of this project that could influence the project timeline.**

Weather will have an impact on the project timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

Funding will be appropriated in the Fiscal Year 2015-2016 Budget in the amount of \$119,250 (50% of the project cost). This will be comprised of both General Fund and Vessel Registration dollars.

- b) **Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

Project costs may or may not fluctuate depending on the economy at the time of bid notification. The cost of dredging may also increase or decrease depending on the amount of material needing to be removed.

- c) **Describe any methods to be utilized to increase the cost efficiency of this project.**

All quotes and bids will be competitively obtained with the lowest qualified firm being awarded the work. Any work that can be completed in-house to reduce the cost of this project will be done accordingly.

- d) **If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

N/A

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

- a) What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

As one of two boat ramps east of the ICW on Flagler County’s barrier island, providing safe public access to the ICW is paramount for boaters. If boaters were no longer able to maneuver their vessels in the boat launch basin, traffic would need to be diverted to the other two boat launch facilities in Flagler County causing excessive wait times and parking problems.

- b) Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

The Flagler County General Services Department thru the Parks and Recreation Division will provide perpetual maintenance of this site. The department has a full time staff and oversees maintenance of all county recreation facilities.

- c) Will the program result in significant and lasting benefits? Explain.**

The boat launch hasn’t been dredged in approximately 25 years. Public access will be improved for years to come, following the dredging project because there will be more room to maneuver a vessel. Additionally, the restroom and floating dock system will increase accessibility and provide for increased dockage.

- d) Please describe any environmental benefits associated with this project.**

As with any dredging project there are several environmental benefits. These include the removal of contaminated sediments and their relocation to safe, contained areas, and the improvement of water quality made by the restoration of water depth and flow.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

**ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET
MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) **Have all required environmental permits been applied for? If permits are NOT required, explain why not.**

Flagler County is in the process of gathering information needed to apply for permits at this time. Permits will be applied for in April 2015. We believe that many of our activities will be covered under maintenance activities (Nationwide Permit #3) or covered by F.S. 403.813 (1)(f) that pertains to maintenance dredging.

- b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work. Please provide a general cost estimate for the future Phase II work.**

N/A

- c) **Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

N/A

*(For reviewer only)
(1-4 points)*

8) PROJECT DESIGN:

- a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

The basin and restroom plans are currently being worked on and scheduled to be completed within the next month or so.

- b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

Public usage will be enhanced with all of the proposed improvements whether it is improved navigation, easier access to loading and unloading vessels, ADA compliant facilities (restroom and docks) and increased basin lighting. The public will also benefit from reduced maintenance costs and improved water quality made by the restoration of water depth and flow.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

A marine contractor will be pumping approximately 1,650 cubic yards of silt from the Moody Boat Launch basin. The silt will be pumped into a truck which will be hauled and disposed of in an appropriate facility by a licensed marine contractor.

- b) **How are the utilized construction techniques appropriate for the project site?**

Offsite removal of silt will maintain the character and integrity of our facility and are appropriate techniques for dredging projects.

- c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

N/A

(For reviewer only)
(1-3 points)

10) CONSTRUCTION MATERIALS:

- a) **List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?**

Construction materials to be used on the floating dock system will be concrete, aluminum and stainless steel. This will increase the longevity of the improvements over traditional wood docks which require more maintenance and replacement. Additionally, the restroom will be concrete block construction (replacing existing wood frame) and will also include other elements (vinyl soffit/fascia, stainless fasteners and fixtures) that withstand the harsh saltwater elements of being in close proximity to the ocean.

- b) **Identify any unique construction materials that may significantly alter the project costs.**

N/A

(For reviewer only)
(1-3 points)

RATING POINT
TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2015

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

PROJECT TITLE: Accessibility Improvements and Restroom at Moody Boat Launch

APPLICANT: Flagler County Board of County Commissioners

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
Dredging, Hauling & Disposal of Silt	\$82,500.00	\$41,250.00	\$41,250.00
Plans/Permitting - Dredging	\$7,250.00	\$3,625.00	\$3,625.00
Restroom Demolition/Construction	\$84,500.00	\$42,250.00	\$42,250.00
Floating Dock System	\$55,250.00	\$27,625.00	\$27,625.00
Basin Lighting	\$9,000.00	\$4,500.00	\$4,500.00

**** TOTALS =** \$ 238,500.00 \$119,250.00 \$119,250.00

ATTACHMENT E-6
RESOLUTION FOR ASSISTANCE 2015
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE Flagler County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Flagler County and the State of Florida:

Project Title: Accessibility Improvements and Bathroom at Moody Boat Launch

Total Estimated Cost: \$ 238,500.00

Brief Description of Project: Project consists of dredging of the boat basin, replace existing wooden loading docks with installation of floating dock system, replace existing and construction new restroom facilities and installation of basin lighting.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Flagler County Board of County Commissioners that the project described above be authorized,

AND, be it further resolved that said Flagler County Board of County Commissioners make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said Flagler County Board of County Commissioners

AND, be it further resolved by the Flagler County Board of County Commissioners that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project

and that the project will be operated and maintained at the expense of said Flagler County Board of County Commissioners for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Flagler County Board of County Commissioners at a legal meeting held on this 20th day of April 2015.

Attest

Signature

Title

Title

Will be
adopted
April 20



ATTACHMENT E-7

ATTORNEYS CERTIFICATION OF TITLE 2015
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE FLAGLER COUNTY ATTORNEY
1769 E Moody Blvd.
Building 2
Bunnell, FL 32110

March 30, 2015

TO WHOM IT MAY CONCERN:

I, Albert J. Hadeed, am the Attorney for the County of Flagler, Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from various parties to the County of Flagler dated at various dates in 1987 and 1988 per quit claim deeds recorded at Official Records Book 336 and first appearing at Pages 971, 973, 975, 977, 979, 981, 982, and 983, conveying a property right to Flagler County in order to construct and operate a public boat ramp (commonly called "Moody Boat Launch") subject to the interests of United States of America as a result of its construction of the Intracoastal Waterway. The parcel is more specifically described as follows:

PART OF SECTION LYING S OR SR 100 BGN S LINE SR 100 AND ELY R/W ICW; THENCE W ALONG SLY R/W SR 100 300' THENCE SLY 760'; THENCE E TO THE NW CORNER OF LOT 8 THENCE NLY ALONG EAST R/W OF ICW TO POB, SUBJECT TO FIND/ICW R/W, OR 336 PG 971, OR 336 PG 973, OR 336 PG 975, OR 336 PG 977, OR 336 PG 979, OR 336 PG 981, OR 336 PG 982, OR OR 336 PG 983

I have also examined a document showing that this property is listed on the tax rolls as belonging to the County of Flagler, copy attached with Property Appraiser's map. Further, I have also examined such documents and records as necessary for this certification, including consent from the Army Corps of Engineers acting on behalf of the United States of America consenting to Flagler County's construction and operation of the Moody Boat Launch on the subject property, Consent No. DAWC 17-9-89-0032, dated February 1, 1989, and implementing Corps permit number 88IPB-20401 dated February 3, 1989. The County has been operating the property continuously to this date without interruption.

However, Flagler County received a claim by the heirs of Henry Wilson to this property. Mr. Wilson had previously operated a store and garage on the site in the

1950's and asserted a competing property interest. That claim has been settled and is waiting to close on a purchase and sale agreement between the heirs of Henry Wilson and Flagler County. The closing has been delayed due to the necessity of of the Wilson heirs proceeding through the probate court and the completion of certain other matters. As part of the settlement of this claim the Army Corps of Engineers on behalf of the United States of America has disclaimed its fee interest in the property and allowing such interest to be vested in Flagler County with the closing of the transaction with the Wilson heirs.

I certify that the County of Flagler has in fact operated this property without interruption for over 27 years.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Albert J. Hadeed", with a long horizontal flourish extending to the right.

Albert J. Hadeed
Flagler County Attorney

Flagler County Property Appraiser's Office

[Sales In Area](#) [Previous Parcel](#) [Next Parcel](#) [Return to Main Search](#) [Flagler Home](#)

Property Record Card Owner and Parcel Information

Owner Name	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	Today's Date	March 30, 2015
Mailing Address	1769 E MOODY BLVD BLDG 2 SUITE 302 BUNNELL, FL 32110	Parcel Number	12-12-31-0000-01011-0000
Location Address	825 MOODY LN	Tax District	FLAGLER BEACH AREA (District 21)
Property Usage	COUNTY (008600)	2014 Millage Rates	21.63550
		Homestead	N

[Tax Collector Bill](#) | [Show Parcel Maps](#) | [Generate Owner List By Radius](#) | [Show Assessment Notice](#) | [Show Historical Assessments](#)

Value Information				Legal Information
	2012 Certified Values	2013 Certified Values	2014 Certified Values	
Building Value	\$7,852	\$6,440	\$6,131	
Extra Feature Value	\$56,925	\$67,198	\$70,553	
Land Value	\$382,110	\$339,710	\$339,710	
Land Agricultural Value	\$0	\$0	\$0	
Agricultural (Market) Value	\$0	\$0	\$0	PART OF SECTION LYING S OR SR 100 BGN S LINE SR 100 AND ELY R/W ICW; THENCE W ALONG SLY R/W SR 100 300' THENCE SLY 760'; THENCE E TO THE NW CORNER OF LOT 8 THENCE NLY ALONG EAST R/W OF ICW TO POB, SUBJECT TO FIND/ICW R/W, OR 336 PG 971, OR 336 PG 973, OR 336 PG 975, OR 336 PG 977, OR 336 PG 979, OR 336 PG 981, OR 336 PG 982, OR OR 336 PG 983
Just (Market) Value*	\$446,887	\$413,348	\$416,394	
Assessed Value	\$446,887	\$413,348	\$416,394	
Exempt Value	\$446,887	\$413,348	\$416,394	
Taxable Value	\$0	\$0	\$0	
Protected Value	\$0	\$0	\$0	

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed.

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Building Information

Type	Construction Class	Total Area	Finished Area	Perimeter	Exterior Wall	Wall Frame
RESTROOM	0C	399	399	80	CONC BLOCK	CLASS C
HVAC	Stories	Wall Height	Actual Year Built	Effective Year Built	Fire Sprinklers	Building Sketch
N/A	1	08	1990	1990	N/A	Show Building Sketch

Extra Features Data

Description	Units	Effective Year Built
BULKHEAD HIGH COST	286 LF	1990
CONC PARKING SPACE	2 UT	1990
BOAT DOCK AVG.COST	3,560 SF	1990
DUNE WLK STD AVG	4,290 SF	1990
ASPH PRKG SPACE AVG	23 UT	1990
SIDEWALK CONC AVG	1,012 SF	1990
LIGHTS HI-INTENSITY	4 UT	1990
LIGHT POLE WOOD	48 LF	1990
PAVG CONC AVG >3000	3,900 SF	1990

Sale Information

Sale Date	Sale Price	Instrument	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor
01-01-1900	\$ 80,235	N/A	0	0	Qualified	Improved	CONVERSION

Land Information

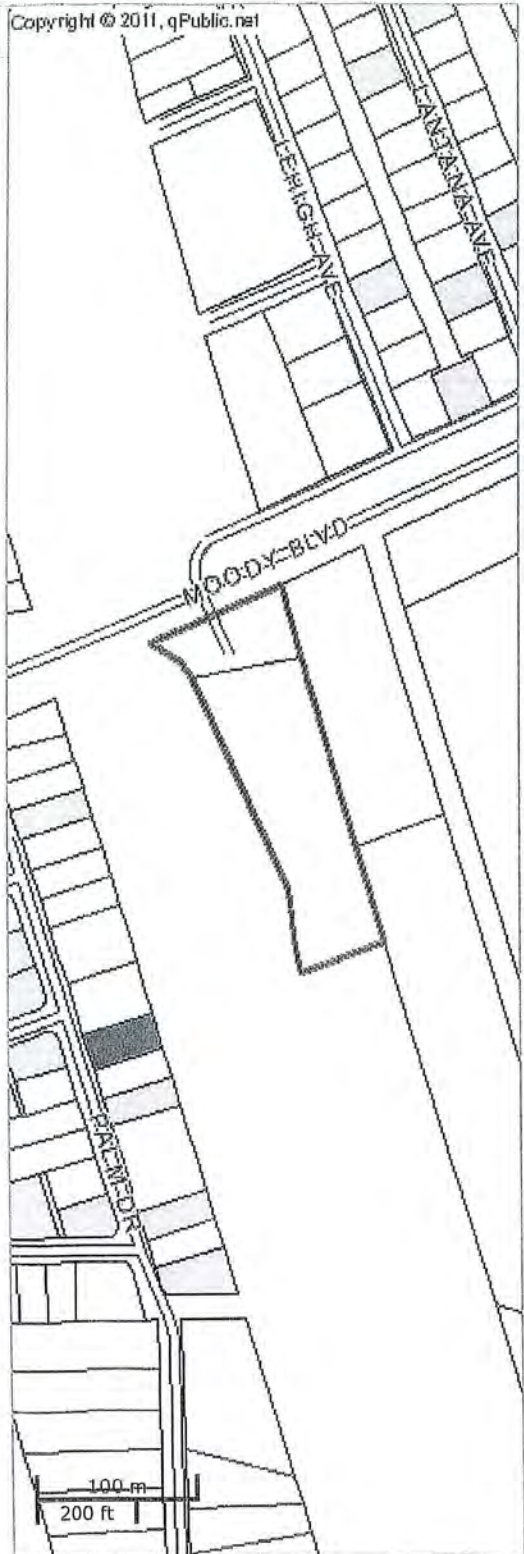
For land plat information see [Flagler Clerk of Court Website](#)

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 Senior Exemption Does Not Apply to All Taxing Authorities. Just (Market) Value is established by the Property Appraiser for ad

valorem tax purposes. It does not represent anticipated selling price. Working values are subject to change. Website Updated: March 25, 2015

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[Print Page](#)
[Search Sales](#)



Reports

Parcel

View as: [Google Earth](#) | [Bird's Eye](#) | [Google Maps & Street View](#)

PARCEL INFORMATION TABLE

Selected Parcel	12-12-31-0000-01011-0000 (Click for Complete Card)
Approximate Parcel Square Footage	153170.48
Property Use	COUNTY

OWNERSHIP INFORMATION

Name	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Mailing Address	1769 E MOODY BLVD; BLDG 2 SUITE 302 BUNNELL, FL 32110
Situs/Physical Address	825 MOODY LN

VALUES

Land Value	339,710
Ag Land Value	0
Building Value	6,131
Misc Value	70,553
Just Value	416,394
Assessed Value	416,394
Exempt Value	416,394
Taxable Value	0

LAST 2 SALES

Date	Price	Vacant?	Qual
01-1900	80,235	N	Q

- Parcel List
- Search
- Legend
- Measure

Flagler County 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.

ATTACHMENT E-8

WATERWAYS ASSISTANCE PROGRAM 2015

PROJECT TIMELINE

Project Title: Accessibility Improvements and Restroom at Moody Boat Launch

Applicant: Flagler County Board of County Commissioners

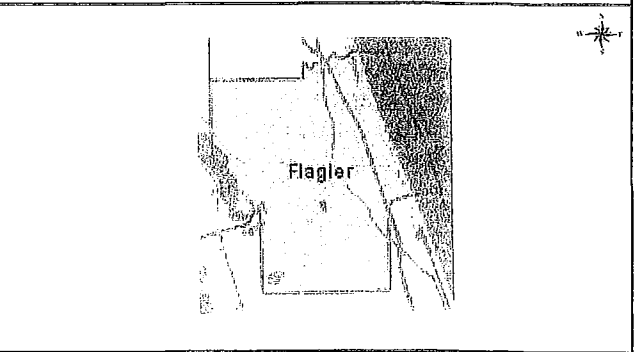
The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Task	Date
Permitting Process	April – September 2015
Design	April – May 2015
Advertise & Evaluate Bid – Dredging	October – December 2015
Advertise & Evaluate Bid – Floating Dock System	November 2015
Demo Existing Restroom	November 2015
Commence Construction of Restroom	November 2015
Award Bid – Dredging	December 2015
Award Bid – Floating Dock System	December 2015
Obtain Quotes – Basin Lighting	December 2015
Commence Dredging	January 2016
Complete Dredging	February 2016
Demo Existing Loading Dock	March 2016
Commence Installation of Floating Dock System	March 2016
Complete Construction of Restroom	March 2016
Commence Installation of Basin Lighting	March 2016
Complete Installation of Floating Dock System	April 2016
Complete Installation of Basin Lighting	April 2016



Flagler County Property Appraiser			
Parcel: 12-12-31-0000-01011-0000 Acres: 2.788			
Name:	FLAGLER COUNTY BOARD OF COUNTY	Land Value	339,710
Site:	825 MOODY LN	Building Value	6,131
Sale:	80,235 on 01-1900 Reason=Q Qual=N	Misc Value	70,553
Mail:	COMMISSIONERS	Just Value	416,394
	1769 E MOODY BLVD	Assessed Value	416,394
	BLDG 2 SUITE 302	Exempt Value	416,394
	BUNNELL, FL 32110	Taxable Value	0

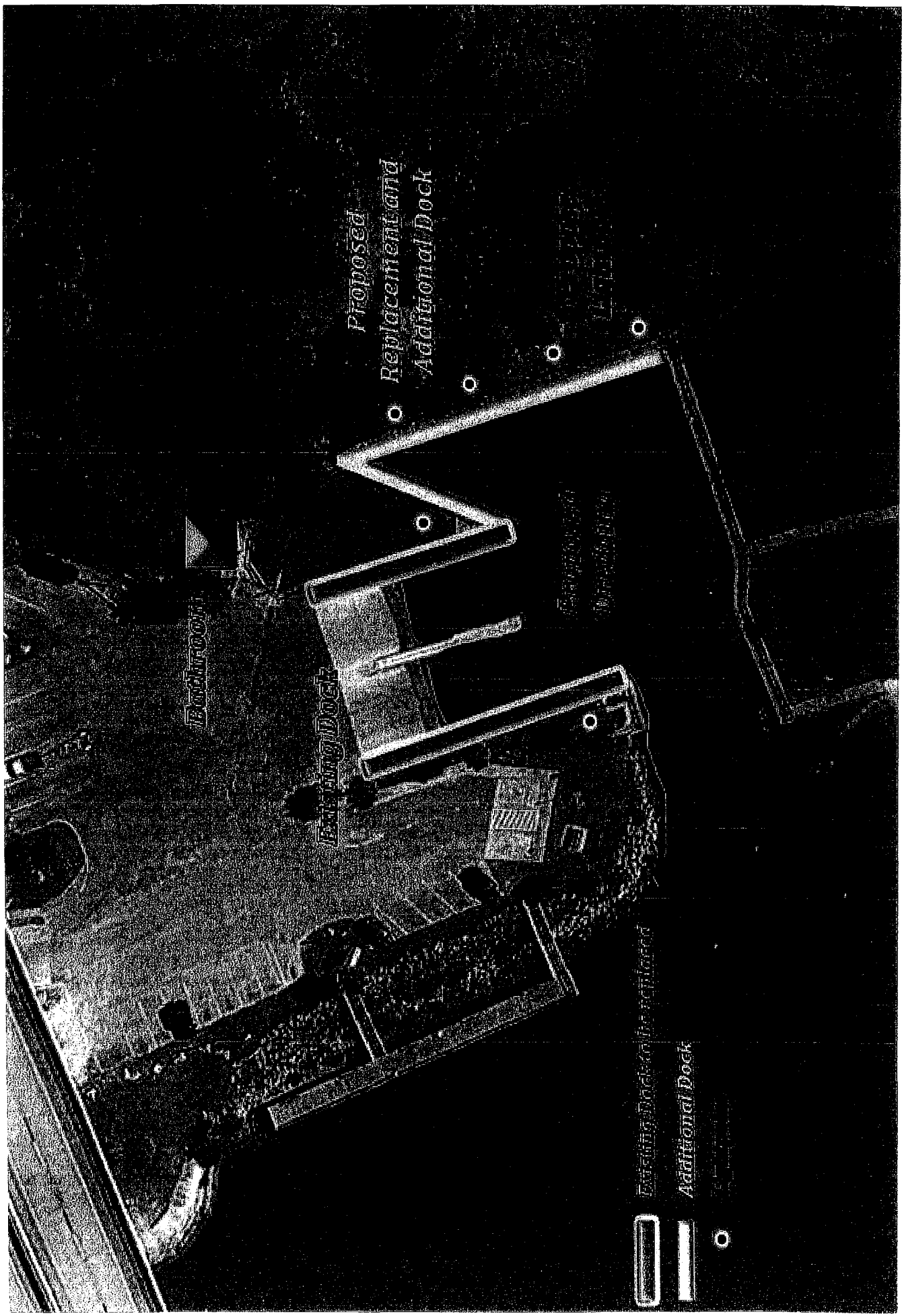


The Flagler County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to 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: 03/25/15 : 14:14:24



0 0.00.00.00.04 mi



Bathroom

Existing Dock

Proposed
Replacement and
Additional Dock

Existing Dock-to-be replaced

Additional Dock



ATTACHMENT E-6
RESOLUTION FOR ASSISTANCE 2015
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE Flagler County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Flagler County and the State of Florida:

Project Title: Accessibility Improvements and Bathroom at Moody Boat Launch

Total Estimated Cost: \$ 238,500.00

Brief Description of Project: Project consists of dredging of the boat basin, replace existing wooden loading docks with installation of floating dock system, replace existing and construction new restroom facilities and installation of basin lighting.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Flagler County Board of County Commissioners that the project described above be authorized,

AND, be it further resolved that said Flagler County Board of County Commissioners make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said Flagler County Board of County Commissioners

AND, be it further resolved by the Flagler County Board of County Commissioners that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project

and that the project will be operated and maintained at the expense of said Flagler County Board of County Commissioners for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Flagler County Board of County Commissioners at a legal meeting held on this 20th day of April 2015.

Attest

Signature

Title

Title

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 8**

SUBJECT: Ratification of Grant Application Submission to the FY2015 Florida Inland Navigation District (FIND) Waterways Assistance Program for Improvements at the Herschel King Sr. Park in the Amount of \$68,500.00

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Staff is seeking ratification of a grant application submission for the FY2015 FIND Waterways Assistance Program for improvements at Herschel King Sr. Park.

Herschel King Park is one of three public launch facilities owned by Flagler County which offer direct boater access to the Intracoastal Waterway (ICW). This popular facility lies along the western side of the ICW north of State Road 100, just off Colbert Lane within the unincorporated area of Flagler County. Constructed in 2000, this ramp has two lanes with loading docks on each side, a restroom close to the ramp, fishing piers, picnic tables, a pavilion, playground and parking lot.

Staff is proposing to replace the existing wooden basin docks with an aluminum floating dock system and install additional floating docks on the south side of the basin to help relieve congestion caused with loading and unloading of vessels. Due to deficiencies in its original design this dock is typically much higher than vessels making it somewhat cumbersome to load and unload. A floating dock system would fluctuate with tidal water levels alleviating this issue. The new floating dock system will be 5' wide x 327' long (north side) and 5' wide x 215' long (south side) and will include four gangways. To promote and ensure boater safety, we are proposing to install twelve (12) new basin lights.

Permitting	\$ 250.00
Floating Dock System	\$ 118,750.00
Basin Lighting	\$ 18,000.00

	\$ 137,000.00 Total Project Cost

FUNDING INFORMATION: This grant requires a local match of \$68,500, which is fifty percent (50%) of the total project cost (\$137,000). If approved, staff is proposing to provide the \$68,500 match from Vessel Registration Funds (\$48,500) and General Funds (\$20,000). Funding for this project will be appropriated in the FY 2015-2016 Budget.

DEPT./CONTACT/PHONE #: General Services, Heidi Petito, (386) 313-4185

RECOMMENDATIONS: Request the Board ratify the submission of the application and execution of the supporting resolution for assistance to the FIND Waterways Assistance Program and authorize the County Administrator to execute all necessary documents for acceptance and implementation of the grant.

ATTACHMENTS:

1. FIND Application – Herschel King
2. Resolution (Attachment E-6)

Heidi Petito (signature)
Heidi Petito, General Services Director

4/9/15
Date

Craig M. Coffey (signature)
Craig M. Coffey, County Administrator

9 April 2015
Date

WATERWAYS ASSISTANCE PROGRAM FY 2015
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

Applicant: Flagler County Board of County Commissioners

Department: General Services – Parks and Recreation

Project Title: Boater Accessibility Improvements at Herschel King Park

Project Director: Heidi Petito Title General Services Director

Project Liaison Agent (if different from Project Director above): Elizabeth Yates

Liaison Agent Title: Administrative Assistant

Address: 1769 East Moody Boulevard, Bldg #5

Bunnell, Florida Zip Code: 32110

Telephone: (386) 313-4183 Fax: (386) 313-4120

Email: eyates@flaglercounty.org

***** I hereby certify that the information provided in this application is true and accurate.*****

SIGNATURE:  DATE: 3/30/15

PROJECT SUMMARY NARRATIVE (Please summarize the project in 2 paragraphs or less.)

Herschel King Park is one of three public launch facilities owned by Flagler County which offer direct boater access to the Intracoastal Waterway. This popular facility lies along the western side of the ICW north of State Road 100, just off Colbert Lane within the unincorporated area of Flagler County. Constructed in 2000 this ramp has two lanes with loading docks on each side, a restroom close to the ramp, fishing piers, picnic tables, a pavilion, playground and parking lot.

We are proposing to replace the existing wooden basin docks with an aluminum floating dock system and install additional floating docks on the south side of the basin to help relieve congestion caused with loading and unloading of vessels. Due to deficiencies in its original design this dock is typically much higher than vessels making it somewhat cumbersome to load and unload. A floating dock system would fluctuate with tidal water levels alleviating this issue. The new floating dock system will be 5' wide x 327' long (north side) and 5' wide x 215' long (south side) and will include four gangways. To promote and ensure boater safety, we are proposing to install 12 new basin lights.

ATTACHMENT E-2.

APPLICATION CHECKLIST 2015


(To be completed by the Applicant)

This checklist and the other items listed below in items 1 through 14 constitute your application. The required information shall be submitted in the order listed.

Any additional information submitted by the applicant is subject to being removed from the package by District staff prior to presentation to the District Board because of reproduction and space considerations.

Two (2) copies of your application are required. One original and one electronic copy.

All information (except maps) is required to be on 8 1/2" x 11" paper. Maps and drawings may be on 8 1/2" x 14" paper and folded to 8 1/2" x 11" so that they may be included to hole punch and bound by staff.

<u>PROJECT NAME</u> : Boater Accessibilty Improvements at Herschel King Park	<u>YES</u>	<u>NO</u>
1. District Commissioner Review (prior to March 03) (NOTE: <u>For District Commissioner initials ONLY!</u>) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)		_____
2. Applicant Info/Project Summary – E-1 (Form No. 90-22, 1 page) (Form must be completed and signed)	<input checked="" type="checkbox"/>	_____
3. Application Checklist – E-2 (Form No. 90-26, 2 pages) (Form must be signed and dated)	<input checked="" type="checkbox"/>	_____
4. Project Information – E-3 (Form No. 90-22a, 1 page)	<input checked="" type="checkbox"/>	_____
5. Project Evaluation and Rating – E-4(+) (Form No. 91-25) (Form must be completed, proper attachment included) (No signatures required)	<input checked="" type="checkbox"/>	_____
6. Project Cost Estimate – E-5 (Form No. 90-25, 1 page) (Must be on District form)	<input checked="" type="checkbox"/>	_____
7. Official Resolution Form – E-6 (Form No. 90-21, 2 pages) (Resolution must be in District format and include items 1-6)	<input checked="" type="checkbox"/>	_____
8. Attorney’s Certification (Land Ownership) – E-7 (Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)	<input checked="" type="checkbox"/>	_____

ATTACHMENT E-2 (Continued)

APPLICATION CHECKLIST
(To be completed by the Applicant)

- | | | | |
|-----|---|-------------------------------------|-------|
| 9. | Project Timeline – E-8 (Form No. 96-10, 1 page) | <input checked="" type="checkbox"/> | _____ |
| 10. | County/City Location Map | <input checked="" type="checkbox"/> | _____ |
| 11. | Project Boundary Map | <input checked="" type="checkbox"/> | _____ |
| 12. | Clear & Detailed Site Development Plan Map | <input checked="" type="checkbox"/> | _____ |
| 13. | Copies of all Required Permits
(Required of development projects only) | _____ | _____ |

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:00 PM, April 01, 2015. By May 29, 2015 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than the final TRIM Hearing in September 2015. If the information in Item 13 is not submitted to the District office by the District's final TRIM hearing in September 2015, I am aware that my application will be removed from any further funding consideration by the District.

APPLICANT: *Craig M. Coffey* APP. TITLE: *County Administrator*
Elizaveta Yalta *3/30/15*
** SIGNATURE - APPLICANT'S LIAISON ** DATE

FIND OFFICE USE ONLY	
Date Received:	_____
Local FIND Commissioner Review:	_____
All Required Supporting Documents:	_____
Applicant Eligibility:	_____
Project Eligibility:	_____ Available Score: _____
Compliance with Rule 66B-2 F.A.C.:	_____
Eligibility of Project Cost:	_____

ATTACHMENT E-3 - PROJECT INFORMATION 2015

APPLICANT: Flagler County BOCC APPLICATION TITLE: Accessibility Improvements @ Herschel King Park

Total Project Cost: \$ 137,000.00 FIND Funding Requested: \$68,500.00 % of total cost: 50%

Amount and Source of Applicants Matching Funds: \$68,500.00 Flagler County Appropriated Funds Fiscal Year 2015-2016 (General Fund/Vessel Registration)

Other (non-FIND) Assistance applied for (name of program and amount) None

Ownership of Project Site (check one): Own: X Leased: _____ Other: _____

If leased or other, please describe lease or terms and conditions: _____

Once completed, will this project be insured against damage? Yes Explain: Flagler County has coverage which is renewed annually, this project will be insured.

Has the District previously provided assistance funding to this project or site? : Yes

If yes, please list: FL-98-7 Boat Ramp & Fishing Dock (\$72,744)

What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable): two lane boat ramp, 32 paved spaces for boat trailers, 8 spaces for regular vehicles, and 340 linear feet fishing pier/dock.

How many additional ramps, slips, parking spaces or other public access features will be added by the completion of this project? (as applicable): There will be an ADA accessible floating dock system (5' x 327' – north side and 5'x215' – south side), four gangways, and additional basin lighting.

If there are fees charged for the use of this project, please denote. How do these fees compare with fees from similar public & private facilities in the area? Please provide documentation N/A, there is no charge

Please list all Environmental Resource Permits required for this project:

<u>Agency</u>	<u>Yes/ No N/A</u>	<u>Date Applied For</u>	<u>Date Received</u>
WMD	_____	_____	_____
DEP	<u>Yes</u>	_____	_____
ACOE	<u>Yes</u>	_____	_____
COUNTY/CITY	<u>Yes</u>	_____	_____

a) ATTACHMENT E-4

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

STEP 1: All applicants will complete Attachment E-4 of the worksheet, which includes questions 1 through 6. ****Do not answer with more than four sentences.****

STEP 2: Complete **one and only one** sub-Attachment (E-4 A, B, C, D or E, questions 7-10) according to the applicant's project type.

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

APPLICATION TITLE: Boater Accessibility Improvements at Herschel King Park

APPLICANT: Flagler County Board of County Commissioners

PROJECT ADDRESS: 1000 Grady Prather Jr. Cove, Palm Coast, FL 32135

1) PRIORITY LIST:

a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of **one** type based upon the predominant cost of the project elements.)

#7 – Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities

b) **Explain how the project fits this priority category.**

The installation of a floating dock system and basin lights are considered improvements and development of a public boat ramp and launching facility.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to ___ points)

2) WATERWAY RELATIONSHIP:

- a) Explain how the project directly relates to the ICW and the mission of the Navigation District.**

The location of this project on the ICW will enhance boater access for the public to the ICW. This project is directly related to the mission of F.I.N.D. as it will provide improved public waterway access facilities.

- b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?**

As one of the most heavily used boat launches in Flagler County, this public boat ramp is open 24/7. Improvements being made will enhance boater assistance, provide for ADA compliance with the floating dock as well as increased boater visibility with additional basin lighting.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

- a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.**

Public usage of the Herschel King Park Launch facility is apparent to Flagler County officials by the amount of boat trailers that are found at the facility on a daily basis. Frequently, parking overflows from the allotted parking spaces (32 paved boat trailer spaces) into other areas of the park.

- b) Discuss the regional and local public benefits that will be provided by the project.**

The Herschel King Park launch facility is the only public boat ramp and dockage facility with direct access to the ICW in Flagler County that is located on the west side of the ICW. The proposed improvements will enhance the many current and future visitors' experiences at this park.

- c) Can residents from other counties of the District reasonably access and use the project? Explain.**

Yes. This is a free public boat launch site which is open 24/7 and is located just a few miles east of I-95, north of SR100 off of Colbert Lane.

(For reviewer only)
(1-8 points)

4) TIMELINESS

- a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-8.**

Permitting of the project is currently underway. It is estimated that upon the start of funding (After October 1st, 2015) the project will commence and will take approximately five months to complete.

- b) **Briefly explain any unique aspects of this project that could influence the project timeline.**

Weather will have an impact on the project timeline.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

- a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

Funding will be appropriated in the Fiscal Year 2015-2016 Budget in the amount of \$68,500 (50% of the project cost). This will be comprised of both General Fund and Vessel Registration dollars.

- b) **Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

Project costs may or may not fluctuate depending on the economy at the time of bid notification.

- c) **Describe any methods to be utilized to increase the cost efficiency of this project.**

All quotes and bids will be competitively obtained with the lowest qualified firm being awarded the work. Any work that can be completed in-house to reduce the cost of this project will be done accordingly.

- d) **If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

N/A

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

- a) What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

As the only public boat ramp west of the ICW in Flagler County, providing safe public access to the ICW is paramount for boaters. The public would be without a valuable asset if this facility did not exist or were to not be maintained and upgrades as needed.

- b) Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

The Flagler County General Services Department thru the Parks and Recreation Division will provide perpetual maintenance of this site. The department has a full time staff and oversees maintenance of all county recreation facilities.

- c) Will the program result in significant and lasting benefits? Explain.**

Public access will be improved for years to come with these renovated and new features. The floating dock system will increase accessibility and provide for increased dockage and the basin lights will improve visibility for boaters.

- d) Please describe any environmental benefits associated with this project.**

As with any traditional dock replacement to a floating dock system, continued need for timber to replace traditional wooden docks will be eliminated. Additionally when aluminum floating docks reach their projected life span they can still be recycled.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

**ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS**

**WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET**

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A
DEVELOPMENT OR CONSTRUCTION PROJECT BUT IS NOT AN INLET
MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

7) PERMITTING:

- a) **Have all required environmental permits been applied for? If permits are NOT required, explain why not.**

Flagler County is in the process of gathering information needed to apply for permits at this time. Permits will be applied for in April 2015. We believe that many of our activities will be covered under maintenance activities (Nationwide Permit #3) but are doing our due diligence to confirm with the necessary permitting agencies.

- b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work. Please provide a general cost estimate for the future Phase II work.**

N/A

- c) **Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

N/A

*(For reviewer only)
(1-4 points)*

8) PROJECT DESIGN:

- a) Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

No outside design work is needed for the installation of the floating dock system.

- b) Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

Public usage will be enhanced with all of the proposed improvements whether it is improved navigation and visibility due to lighting or easier access to loading and unloading vessels. Additionally with the installation of an aluminum floating dock system, the need for timber to replace traditional wooden docks will be eliminated.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

- a) Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

As the basin dockage is replaced, the new floating dock system will be installed so that there are no open voids for visitors to fall thru. This system will be carried thru the project from start to finish.

- b) How are the utilized construction techniques appropriate for the project site?**

This type of installation is consistent with maintaining a safe working environment and protecting the many visitors as this park will remain open during construction.

- c) Identify any unusual construction techniques that may increase or decrease the costs of the project.**

N/A

(For reviewer only)
(1-3 points)

ATTACHMENT E-5

**FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2015**

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

PROJECT TITLE: Boater Accessibility Improvements at Herschel King Park

APPLICANT: Flagler County Board of County Commissioners

Project Elements <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	Quantity or Total Estimated Cost <i>(Number and/or Footage etc.)</i>	Applicant's Cost	FIND Cost
Permitting	\$250.00	\$125.00	\$125.00
Floating Dock System	\$118,750.00	\$59,375.00	\$59,375.00
Basin Lighting	\$18,000.00	\$9,000.00	\$9,000.00

**** TOTALS =** **\$ 137,000.00** **\$ 68,500.00** **\$ 68,500.00**

10) CONSTRUCTION MATERIALS:

- a) **List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?**

Construction materials to be used on the floating dock system will be concrete, aluminum and stainless steel. This will increase the longevity of the improvements over traditional wood docks which require more maintenance and replacement. Additionally, the basin lights will be a aluminum or fiberglass and able to stand up to the harsh saltwater elements of being in close proximity to the ocean.

- b) **Identify any unique construction materials that may significantly alter the project costs.**

N/A

(For reviewer only)
(1-3 points)

RATING POINT
TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

**ATTACHMENT E-6
RESOLUTION FOR ASSISTANCE 2015
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM**

WHEREAS, THE Flagler County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Flagler County and the State of Florida:

Project Title: Boater Accessibility Improvements at Herschel King Park

Total Estimated Cost: \$ 137,000.00

Brief Description of Project: Project consists of replacing existing wooden docks with installation of floating dock system, installation of additional new floating dock on the south side of the basin, and installation of basin lighting.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Flagler County Board of County Commissioners that the project described above be authorized,

AND, be it further resolved that said Flagler County Board of County Commissioners make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said Flagler County Board of County Commissioners

AND, be it further resolved by the Flagler County Board of County Commissioners that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project

and that the project will be operated and maintained at the expense of said Flagler County Board of County Commissioners for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Flagler County Board of County Commissioners at a legal meeting held on this 20th day of April 2015.

Attest

Title

Signature

Title

Will be
adopted
April 20



ATTACHMENT E-7

ATTORNEYS CERTIFICATION OF TITLE 2015
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE FLAGLER COUNTY ATTORNEY
1769 E Moody Blvd.
Building 2
Bunnell, FL 32110

March 26, 2015

TO WHOM IT MAY CONCERN:

I, Albert J. Hadeed, am the Attorney for the County of Flagler, Florida. I hereby state that I have examined a copy of a (deed, lease, management agreement, etc.) from ~~*~~ _____ to the County of Flagler dated 9-06-90 conveying FEE SIMPLE (type of interest, ie. Fee simple, easement, 25 year lease, etc.) in the following described property:

* ITT COMMUNITY DEVELOPMENT CORPORATION

THAT PART OF RIVER CLUB- SOUTH PARK LYING WITHIN SECTION 23 BEING .91 ACRES WITHIN MSA 3061 AND 12.33 ACRES NOT IN MSA BEING DESC AS THAT PART OF SECTION 23 LYING W OF ICW EXC SLY 505.42' AS MEASURED ALONG WEST SECT LINE OR 455 PG 769 OR 640 PG 906(REL) OR 691 PG 1012 OR 799 PG 158

Full Legal in Attached Special Warranty Deed AJH

I have also examined a document showing that this property is listed on the tax rolls as belonging to the County of Flagler. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called "Herschel King Park".

INCLUDING QUIT CLAIM
RELEASING RESTRICTION NO. 2 OF SPECIAL WARRANTY DEED
OFFICIAL RECORDS 640
PAGE 906 (ATTACHED)

I certify that the County of Flagler does in fact Own (own, lease, etc.) this property for 24 years.

Very truly yours,

AJH

Albert J. Hadeed

Albert J. Hadeed
Flagler County Attorney

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R/T PEAT

OFF 0455 PAGE 0769

River Club, South Park

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this Sept 6, 1990, Between ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware Corporation, GRANTOR, and the BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, with its business mailing address at Flagler County Courthouse, Bunnell, Florida 32010, hereinafter called the GRANTEE:

WITNESSETH

THAT the Grantor, for and in consideration of the sum of TEN (\$10.00) Dollars, and other good and valuable consideration, receipt of which is acknowledged, does hereby grant and convey to the GRANTEE, its successors and assigns forever, the following described parcel of land, ("Land"), IN AS-IS CONDITION, TO WIT:

Please see Exhibit A, incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME in fee simple, subject to the following conditions:

1. That the land shall be used solely for the public purpose herein described, to wit: As a public park, pursuant to Special Condition 15.1.b. (South ICWW Park) of the River Club Development Order, recorded at OR Book 377 Page 507, Public Records of Flagler County, Florida, subject to the interests of the United States of America, the State of Florida, and their agencies.

60

2. Paragraph 20 of the Public Lands Dedication Agreement recorded at OR Book 417, Page 147, Public Records of Flagler County, Florida.

And GRANTOR does hereby warrant to the GRANTEE that it will warrant and defend the fee simple title of premises herein conveyed against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

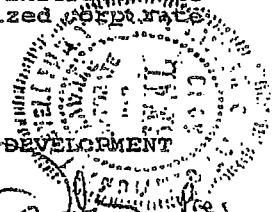
IN WITNESS WHEREOF, THE GRANTOR has caused this instrument to be executed in its name by its proper and duly authorized officers, upon the date above given.

Signed, sealed and delivered in the presence of:

Witnesses:

James E. Gardner
Peggy Sullivan
Kathene Wilson

ITT COMMUNITY DEVELOPMENT CORPORATION
[Signature]
Peggy Sullivan
[Signature]
Peggy Sullivan



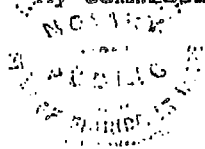
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE

STATE OF FLORIDA
COUNTY OF FLAGLER

Before me, a person authorized to take acknowledgements of deeds and other instruments, this day personally appeared James E. Gardner and Peggy Sullivan, President and Assistant Secretary, respectively of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, to me known and known by me to be the persons who executed the foregoing deed, and they severally acknowledged to me that they executed it by authority and on behalf of that corporation and that the deed is the free act and deed of said corporation.

Witness my signature and official seal at Palm Coast, County of Flagler, and State of Florida, on September 6, 1990.

[Signature]
Notary Public Kathene Wilson
State of Florida at large
My commission expires



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 26, 1991
BONDED THRU GENERAL INS. UND.

SOUTH PARK

LEGAL DESCRIPTION:

A parcel of land lying West of the Waters of the Intracoastal Waterway in Government Sections 22 and 23, Township 11 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

As a Point of Reference being the Southeast corner of said Government Section 22, thence North 00°52'48" West along the Easterly line of said Section 22 a distance of 505.42 feet to the POINT OF BEGINNING of this description, thence departing said Section line thence North 11°17'51" West a distance of 843.42 feet to a Point on the Southerly line of a spoil deposit easement to the United States of America recorded as MSA 3061 in Judgement Book 2, page 106, thence continue North 11°17'51" West a distance of 345.74 feet to a Point on the Westerly right-of-way line of the Intracoastal Waterway (500'R/W), thence continue North 11°17'51" West a distance of 218.26 feet to a Point on the Mean High Water Line of the Intracoastal Waterway, thence Southerly along said Mean High Water Line the following courses South 42°09'40" East a distance of 104.34 feet, thence South 44°47'36" East a distance of 141.00 feet, thence South 52°42'01" East a distance of 76.48 feet, thence North 77°47'07" East a distance of 51.30 feet, thence South 72°30'25" East a distance of 21.02 feet, thence South 37°48'36" East a distance of 161.67 feet, thence South 78°35'11" East a distance of 18.81 feet, thence South 47°14'03" East a distance of 56.75 feet, thence South 49°30'24" East a distance of 113.90 feet, thence South 34°38'21" East a distance of 389.94 feet, thence South 33°15'16" East a distance of 160.35 feet, thence South 29°18'11" East a distance of 153.46 feet, thence South 09°23'56" East a distance of 11.44 feet to a Point on the Westerly right-of-way line of the Intracoastal Waterway (500'R/W), thence departing the Mean High Water Line of the Intracoastal Waterway South 46°36'29" East along said right-of-way line a distance of 5.67 feet, thence South 19°12'03" East along said right-of-way line a distance of 561.16 feet, thence departing said Intracoastal Waterway South 88°53'11" West a distance of 800.54 feet, thence North 11°17'51" West a distance of 28.58 feet to the POINT OF BEGINNING.

Subject to a spoil easement to the United States of America recorded as MSA 3061, Judgement Book 2, Page 106, Flagler County, Florida.

Subject to a perpetual easement to the United States of America for the Intracoastal Waterway (500'R/W) recorded in Deed Book 19, pages 217, 218, 221 through 223 and 303 through 305, Flagler County, Florida.

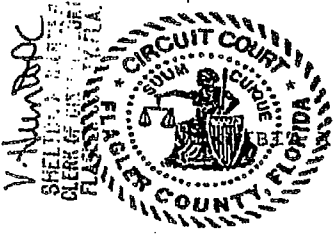
Parcel containing 20.0204 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida.

OFF 0455 PAGE 0770
REC

9/1/012072
NO. FILED & RECORDED
D.R. BOOK 455 PAGE 767

770
31 OCT 14 P2:44



This Document Prepared by:
Robert G. Cuff
1 Corporate Drive
Palm Coast, FL 32151

DOC NO: 99000798 DATE: 1/14/1999
SYD CROSSBY, FLAGLER COUNTY
BY: M. Stevens D.C. 10:37

DOC NO: 99000798 DATE: 1/14/1999
OFF REC: 648 PAGE: 906

QUIT CLAIM DEED AND RELEASE

This Quit Claim Deed and Release, executed this 12th day of OCTOBER, 1998, by ITT COMMUNITY DEVELOPMENT CORPORATION (CDC), a Delaware corporation, to THE BOARD OF COUNTY OF COMMISSIONERS OF FLAGLER COUNTY, FLORIDA (Flagler County) whose post office address is 1200 E. Moody Blvd., #1, Bunnell, FL 32110;

Reserved for Recording Information

W I T N E S S E T H:

WHEREAS, CDC, as Grantor, conveyed to Flagler County, as Grantee, certain property which were subject to certain conditions and restrictions.

WHEREAS, CDC now wishes to release the property from certain conditions and restrictions in the Agreement.

WHEREAS, CDC has the right to quit claim and release such conditions and restrictions.

NOW THEREFORE, CDC, for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, in hand paid by Flagler County, the receipt whereof is hereby acknowledged, does hereby quit claim and release to Flagler County forever any claim or demand which CDC has with respect to any conditions and restrictions as set forth in the Deeds described on Exhibit "A" attached hereto, except, this Quit Claim Deed and Release shall not be construed to release any conditions or restrictions that the property be used as a public park and for other ancillary public uses or other similar conditions or restrictions.

IN WITNESS WHEREOF, CDC has signed and sealed this Quit Claim Deed and Release the day and year first above written.

Signed sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Arlene Wilson
Print Name: Arlene Wilson

By: James E. Gardner
James E. Gardner, President

Victoria P. Gard
Print Name: VICTORIA P. GARD

Attest: Robert G. Cuff
Robert G. Cuff, Secretary

STATE OF FLORIDA
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James E. Gardner and Robert G. Cuff, the President and Secretary of ITT COMMUNITY DEVELOPMENT CORPORATION, to me known to be the persons described in and who executed the foregoing instrument on behalf of the corporation. They are personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of OCTOBER, 1998.

Victoria P. Gard
NOTARY PUBLIC

My Commission expires:
Commission No.
(NOTARY SEAL)



Victoria P. Gard
MY COMMISSION # CC853028 EXPIRES
June 1, 2000
BONDED THRU TROY FAH INSURANCE, INC.

HRPBCCPARKS.QCD

Handwritten initials: Notary R.S.

PARK SITES

<i>Land Donation/Purchase Date</i>	<i>Description</i>	<i>Acreage</i>	<i>Reference</i>
10/20/77	County Rec Area Palm Coast	10.0100 ac	OR Book 95 Pgs 605 - 607
10/27/77	Flagler County Rec Area at Flagler Beach	40 ac	OR Book 95 Pgs 601 - 604
9/17/86	Belle Terre Complex Public Park		OR Book 290 Pgs 27 - 29
3/24/88	South Beach Park	6.2590 ac	OR Book 345 Pgs 127 - 130
11/22/88	Jungle Hut Road Park	2.0000 ac	OR Book 381 Pgs 740 - 743
11/22/88	Malacompra Road Park	23.6027 ac	OR Book 381 Pgs 736 - 739
2/17/89	South Beach Park	6.2590 ac	OR Book 383 Pgs 516 - 519
11/22/88	16th Road Park	33.0000 ac	OR Book 394 Pgs 414 - 416
11/8/90	River Club - South Park	20.0204 ac	OR Book 455 Pgs 769 - 770
9/19/91	River Club - North Park	11.5100 ac	OR Book 455 Pgs 778 - 780
12/3/92	Florida Park Drive Park	16.7438	OR Book 480 Pgs 562 - 564

Exhibit "A"

52
 RJ 3/2/93
 [Signature]

ATTACHMENT E-8

WATERWAYS ASSISTANCE PROGRAM 2015

PROJECT TIMELINE

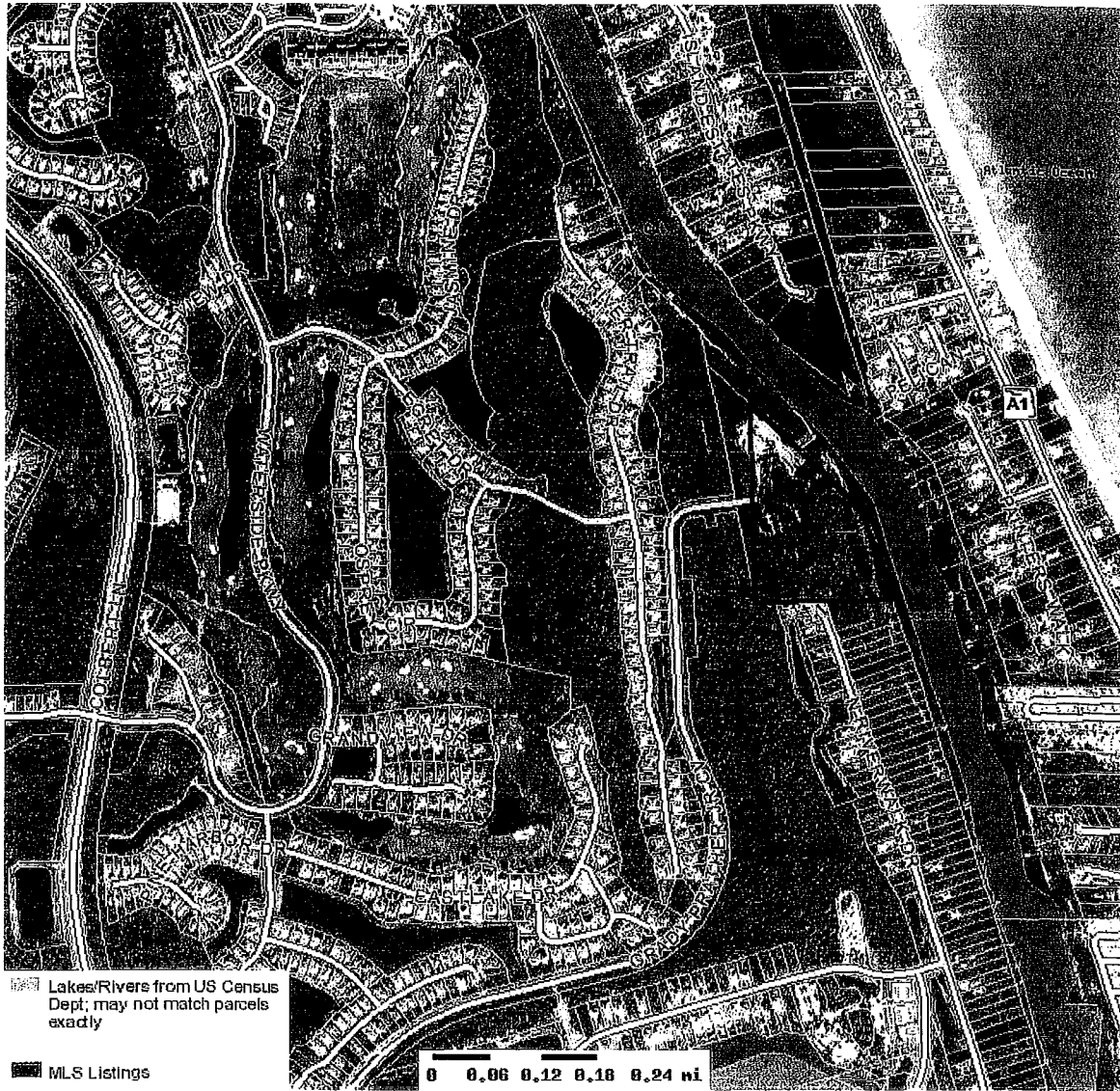
Project Title: Boater Accessibility Improvements at Herschel King Park

Applicant: Flagler County Board of County Commissioners

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

Task	Date
Permitting Process	April – September 2015
Advertise & Evaluate Bid – Floating Dock System	November 2015
Award Bid – Floating Dock System	December 2015
Obtain Quotes – Basin Lighting	December 2015
Demo Existing Loading Dock	December 2015
Commence Installation of Floating Dock System	December 2015
Commence Installation of Basin Lighting	December 2015
Complete Installation of Floating Dock System	February 2016
Complete Installation of Basin Lighting	January 2016

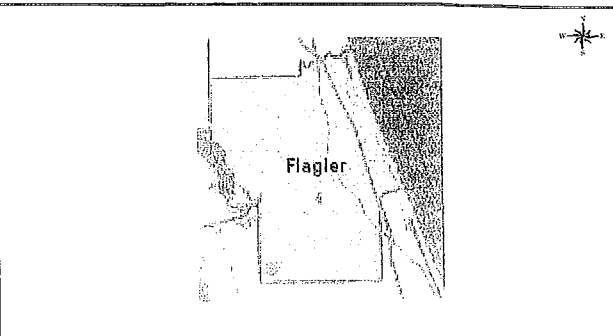


Lakes/Rivers from US Census Dept; may not match parcels exactly

MLS Listings

0 0.06 0.12 0.18 0.24 mi

Flagler County Property Appraiser			
Parcel: 23-11-31-0000-03140-0010 Acres: 13.24			
Name:	BOARD OF COUNTY COMMISSIONERS	Land Value	6,620
Site:	1000 GRADY PRATHER JR CV	Building Value	85,661
Sale:	0 on 09-1990 Reason=U Qual=Y	Misc Value	299,574
Mall:	OF FLAGLER COUNTY	Just Value	391,855
	1769 E MOODY BLVD	Assessed Value	391,855
	BLDG #2	Exempt Value	391,855
	BUNNELL, FL 32110	Exempt Value	0



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: 03/25/15 : 14:12:09



27-11-61-0000-0010

27-11-61-0000-0010

27-11-61-4550-0000-0050

GRADY-PRAHER-PCO

0 0.003.020.859.04 mi

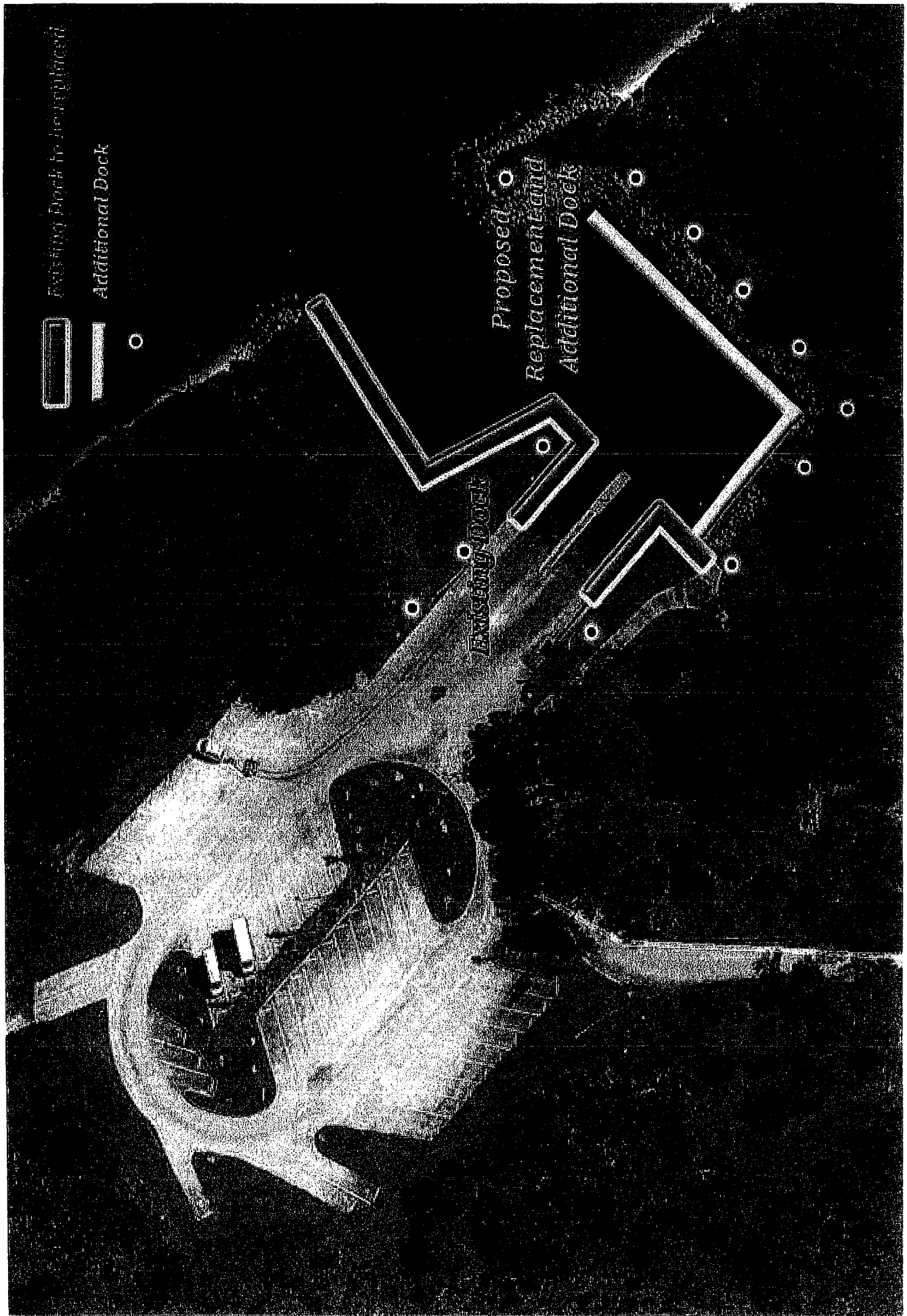
Existing Dock to be replaced

Additional Dock

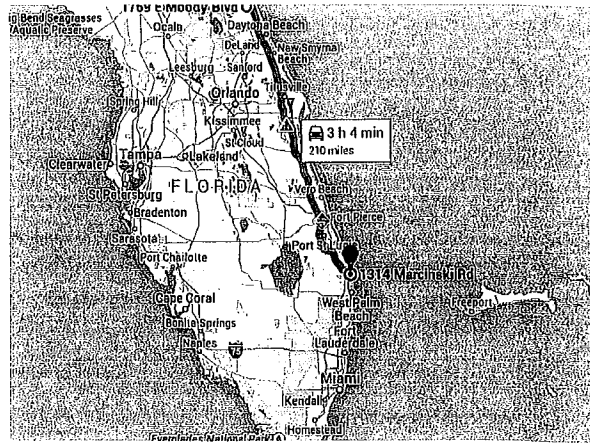


Existing Dock

Proposed
Replacement and
Additional Dock

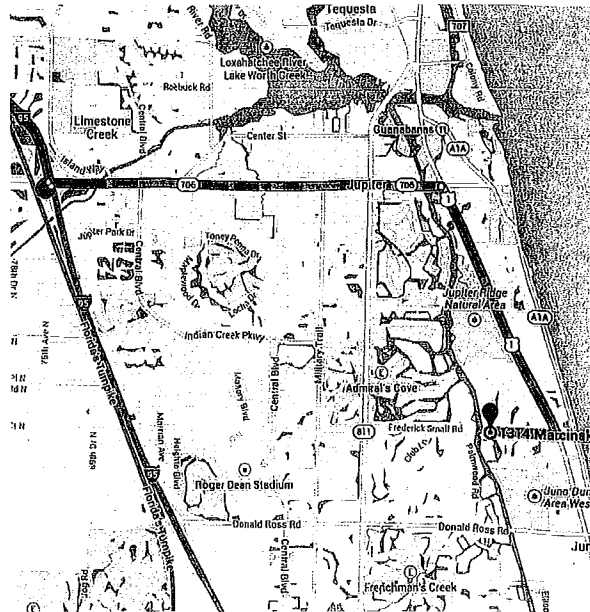


- 6. Merge onto I-95 S 197 mi
- 7. Take exit 87A to merge onto FL-706 E/W Indiantown Rd toward Jupiter 0.3 mi



Follow FL-706 E/W Indiantown Rd and U.S. 1 S to Marcinski Rd 7.9 mi / 12 min

- 8. Merge onto FL-706 E/W Indiantown Rd 4.3 mi
- 9. Turn right onto U.S. 1 S 2.8 mi
- 10. Turn right onto Marcinski Rd 0.7 mi
Destination will be on the left

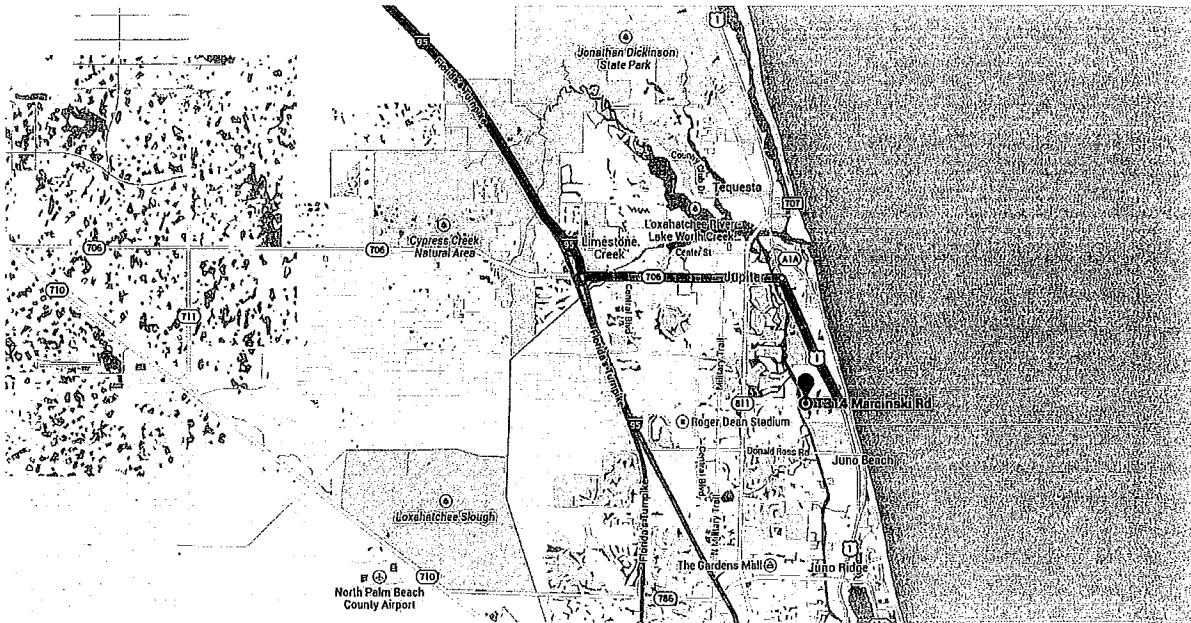


1314 Marcinski Rd
Jupiter, FL 33477

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



Directions from 1769 E Moody Blvd to 1314 Marcinski Rd



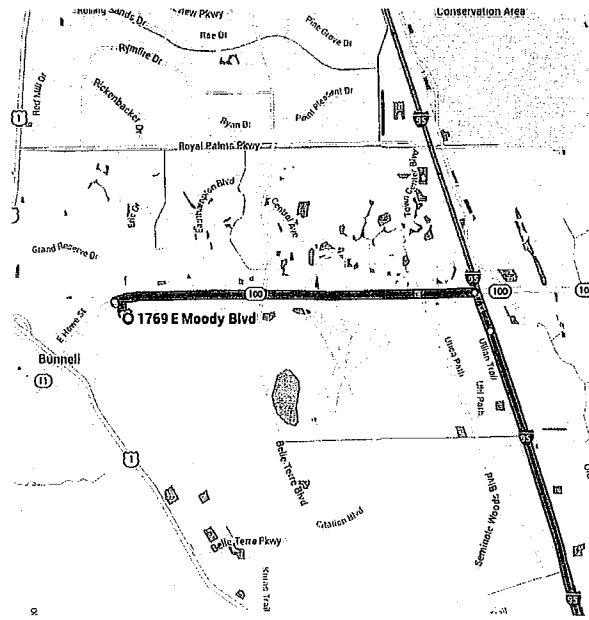
o 1769 E Moody Blvd

Bunnell, FL 32110

Get on I-95 S in Palm Coast from FL-100
E/E Moody Blvd

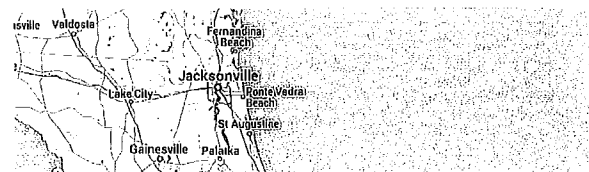
4.5 mi / 8 min

- ↑ 1. Head west on Commerce Pkwy
302 ft
- 2. Turn right to stay on Commerce Pkwy
0.2 mi
- 3. Turn right to stay on Commerce Pkwy
128 ft
- 4. Turn right onto FL-100 E/E Moody Blvd
3.8 mi
- ↑ 5. Turn right to merge onto I-95 S toward
Miami
0.4 mi



Follow I-95 S to FL-706 E/W Indiantown
Rd in Jupiter. Take exit 87A from I-95 S

197 mi / 2 h 41 min



Map data ©2015 Google

ATTACHMENT E-6
RESOLUTION FOR ASSISTANCE 2015
UNDER THE FLORIDA INLAND NAVIGATION DISTRICT
WATERWAYS ASSISTANCE PROGRAM

WHEREAS, THE Flagler County Board of County Commissioners is interested in carrying out the following described project for the enjoyment of the citizenry of Flagler County and the State of Florida:

Project Title: Boater Accessibility Improvements at Herschel King Park

Total Estimated Cost: \$ 137,000.00

Brief Description of Project: Project consists of replacing existing wooden docks with installation of floating dock system, installation of additional new floating dock on the south side of the basin, and installation of basin lighting.

AND, Florida Inland Navigation District financial assistance is required for the program mentioned above,

NOW THEREFORE, be it resolved by the Flagler County Board of County Commissioners that the project described above be authorized,

AND, be it further resolved that said Flagler County Board of County Commissioners make application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project on behalf of said Flagler County Board of County Commissioners

AND, be it further resolved by the Flagler County Board of County Commissioners that it certifies to the following:

1. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.
3. That it has the ability and intention to finance its share of the cost of the project

and that the project will be operated and maintained at the expense of said Flagler County Board of County Commissioners for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

This is to certify that the foregoing is a true and correct copy of a resolution duly and legally adopted by the Flagler County Board of County Commissioners at a legal meeting held on this 20th day of April 2015.

Attest

Title

Signature

Title

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 9**

SUBJECT: Formal Request to Amend the Lease Agreement with Captain's Bait, Tackle and BBQ, LLC for Bing's Landing Concessions.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Captain's Bait, Tackle and BBQ, LLC ("Captain's") has been under contract with Flagler County serving as the Bing's Landing Concessionaire since August 1, 2011. The original term of the lease was for five years beginning on September 1, 2011 and ending on August 31, 2016 with Captain's option to renew for one (1) additional five (5) year period followed by the County's option to renew for an additional (5) period—for a total possible of twenty (20) years.

To date, the Captain's has made significant improvements to the County facility while maintaining the original foot print of leased space which totals well over \$100,000.00. These improvements include complete build out of interior space, a grease trap, new HVAC system, an enclosed porch, an expanded food preparation area, a hood exhaust system, an enclosed covered cooking area, fencing, landscaping, additional handicapped parking and a sidewalk.

Based on these improvements, Captain's has requested an amendment to the original lease which would allow it to recuperate these expenses over a longer term. The amended lease would give Captain's a term consistent with the restaurant industry standard.

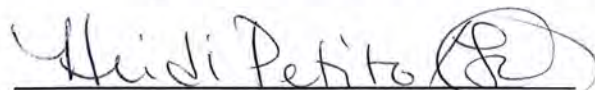
FUNDING INFORMATION: There is no cost to the County. Lessee currently pays \$7,440 a Lease Agreement year (\$620 per month plus state sales tax) in rent, with scheduled increases of \$480 per year (\$40 per month) occurring each annual anniversary over the term of the lease and for any renewal. The rental payments would not be effected by this amendment. Rent would likely be adjusted for the last 5 year period.

DEPT./CONTACT/PHONE #: General Services, Heidi Petito, (386) 313-4020

RECOMMENDATIONS: Request the Board amend the lease agreement with Captain's Bait, Tackle and BBQ, LLC for Bing's Landing Concessions.

ATTACHMENT:

1. First Amendment to Lease
2. Original Lease Agreement – Captain's Bait, Tackle & BBQ, LLC


Heidi Petito, General Services Director

4/10/15
Date


Craig M. Coffey, County Administrator

10 April 2015
Date

**LEASE AGREEMENT BETWEEN
FLAGLER COUNTY, FLORIDA
AND
CAPTAIN'S BAIT, TACKLE & BBQ, LLC**

This Lease Agreement ("Lease") is made by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida, located at 1769 E. Moody Blvd., #2, Bunnell, Florida 32110, (the "Lessor"), and **CAPTAIN'S BAIT, TACKLE & BBQ, LLC**, a Florida limited liability company, located at 5862 N. Oceanshore Blvd., Palm Coast, Florida, and whose business address is 113 Island Estates Parkway, Palm Coast, Florida 32137 (the "Lessee"), in consideration of the mutual terms and conditions of this Lease, effective as of the 1st day of September, 2011, hereby agree as follows:

Section 1. Property. Lessor hereby leases to Lessee approximately 2080 square feet of building space, to include the existing attached porch area, plus two adjoining building additions (18ft by 20ft and 15ft by 20ft) plus an expanded 550 s.f. deck area, all shown on Exhibit A located at 5862 N. Oceanshore Blvd., Palm Coast, Florida, at Bings Landing Park, Flagler County, Florida (the "Leased Premises").

Section 2. Use of the Leased Premises. Lessee may use the Leased Premises for a bait and tackle shop and concession operation including, but subject to the limitations contained herein: packaged food and beverage sales, concession sundries, camping, boating, and fishing supplies, live and frozen bait sales, kayak and canoe rentals, fishing and promotional apparel, bike rentals, ice, cigarettes, and similarly related items for public sale. Rentals shall be limited to bikes, canoes and kayaks unless otherwise approved by the County. The Lessee shall also be permitted to have a BBQ cooker, firewood, and related items outdoors and on the leased premises as shown in Exhibit A, which shall be used to produce and sell carryout food from the building for consumption on the Leased Premises, elsewhere within the park, or off the park



property. In addition in this outside area the applicant shall be permitted to store safety vests, paddles, bikes, kayaks/canoes, and similar type items. However, the entire outside area shall be screened from view as provided for herein and may be covered at the discretion of the Lessee. Other uses may include such things as pavilion usage and special events such as fishing tournaments and live entertainment/ music and shall be handled like any other such requests in accordance with the rules and regulations of Flagler County that may exist at the time the pavilion usage or special event is proposed to occur. In addition, any modification of the use of the Leased Premises as herein described shall only be by the express written consent of the Lessor, which consent shall not be unreasonably withheld provided, however, that any subsequent modification shall be consistent with the uses and conditions stated in this Lease. Lessee acknowledges that Bings Landing Park is a unique environmental, recreational and historical park facility that: is located on the A1A National Scenic Byway; is part of the Flagler County Coastal Greenway; is within the National Estuarine Research Reserve of the United States; includes historical resources that are listed on the National Register of Historic Places; and has received national and state awards for its historical, environmental, and scenic qualities. Lessee acknowledges that Lessor has achieved these characteristics and attributes with substantial investments of its funds and staff, numerous grants from the State of Florida and the federal government, and broad based volunteerism from its citizens and civic groups. Lessee further acknowledges that it will operate its facilities and services to the public in recognition of and in respect for these attributes and the park's importance to the citizens of Flagler County and the State of Florida, and accordingly will not compromise or harm the quality or reputation of this unique park or its resources. Lessor desires that Lessee be free to utilize the attributes and qualities of the park in its promotion of its business interests and in its service to the public.

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Section 3. Term. This Lease shall be for a term of five (5) years beginning on September 1, 2011, and ending on August 31, 2016 with an option to renew for one (1) additional five (5) year period at Lessee's option. If Lessee decides to renew for an additional five (5) year period, Lessee shall give 180 days written notice to Lessor prior to the expiration of the initial five (5) year period. If Lessee exercises its renewal options described above, then at the end of this ten (10) year period this Lease may be renewed for an additional five (5) year period upon the mutual agreement of both parties.

Section 4. Rent. Lessee shall pay the Lessor as base rent for the Leased Premises the amount of \$500 per month, plus applicable state sales tax. Payments shall be due no later than the fifteenth (15th) day of each month until termination of the Lease. The monthly rental fee shall increase by forty dollars (\$40) on each annual anniversary of this Lease for the term hereof and for any renewal thereof.

In addition to the rent specified above, Lessee shall be responsible for payment of all utility fees and deposits for water, wastewater and electricity to the extent these utilities are separately metered for the Leased Premises and the uses occurring thereon. In the event that any of the above utilities are not separately metered for the Leased Premises then these utilities shall be the responsibility of the Lessor unless otherwise agreed to by the parties in writing.

Section 5. Security Deposit. Lessee shall deposit with Lessor the amount of \$1,000.00 in the form of a check, which must be delivered upon the execution of this Lease. This security deposit shall be forfeited upon Lessee's failure to perform all the terms, covenants, and conditions of this Lease, including any repair or maintenance responsibility. Lessor shall have the right, but not the obligation, to apply all or any part of the said deposit to cure any default of Lessee, and if the Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this



Lease and any renewals thereof. Lessee's failure to pay the Lessor a sufficient amount to restore the security deposit to the original sum deposited within seven (7) calendar days after receipt of demand therefor shall constitute a breach of this Lease. No interest shall be payable by Lessor to Lessee on the security deposit. Should Lessee comply with all of the terms, covenants, and conditions and promptly pays all of the rental installments as they become due, and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned to the Lessee at the end of the term of this Lease, or any renewal period thereof, after Lessee has vacated the Leased Premises in a condition reasonably acceptable to Lessor, ordinary wear and tear excepted.

Section 6. Late Charge. Ten (10) calendar days after each rental payment is due, there will be a late charge of five percent (5%) assessed on all unpaid amounts which are due and payable by the Lessee. Such late charge shall be assessed at five percent (5%) per month for each month the rental amount is overdue subject to the maximum annual rate of interest under Florida law.

Section 7. Days/Hours of Operation. Lessee is not authorized to operate any business on the Leased Premises outside of the scope of Section 2 of this Lease without written authorization from Lessor. Lessee shall operate and be open the following minimum hours during the term of this Lease and any renewals thereof:

- April through November seven (7) days a week from 6:30 a.m. to 7:00 p.m.
- December through March seven (7) days week from 7:00 a.m. to 4:00 p.m.
- Lessee shall have the option to extend or modify such hours upon the approval by the County's Director of General Services provided such hours do not lessen by more than 25% overall and that such hours don't extend before 5 a.m., nor later than 11 p.m.



Operations may be closed for Thanksgiving and December 24 and December 25 and one week for vacation each year as determined by the Lessee. Additional times may be approved by the General Services Director. Such closures shall be noticed to the public one week in advance, whenever possible.

Section 8. Taxes. Lessee shall be responsible for the payment of any and all taxes levied or assessed upon any personal property, fixtures, improvements, located on the Leased Premises and owned by Lessee, sales taxes on goods sold, rented, or commissioned by Lessee on the Leased Premises, and all leasehold and possessory interest taxes levied or assessed by any taxing authority. Unless otherwise specified herein, the payment of the taxes described above shall be paid directly to the appropriate taxing authority by Lessee. Within ten (10) days of receipt of written demand of Lessor, the Lessee shall provide to Lessor proof of payment of the taxes specified above, with the exception of the sales tax due on the rent payments, which shall be remitted monthly along with each monthly rental payment when it becomes due.

Section 9. Lessee and Lessor Alterations and Improvements. To implement the uses contained in Section 2, the Lessee shall at its sole cost and expense make any changes, alterations, or improvements that may be necessary for its use of the Leased Premises, with Lessor approval. Lessor approval for minor, nonstructural work not requiring permits shall be obtained from the County Administrator or his designee in writing. For all other alterations, Lessee must obtain proper permits as well as written approval from the County Administrator or his designee prior to permit application. All changes, alterations, or improvements to the Leased Premises are to be constructed and designed in accordance with the overall scheme for Bings Landing Park and in a workmanlike manner, and should be constructed in compliance with applicable laws, rules, regulations and codes. Any alteration or construction is subject to the Florida Building Code and may be reviewed by the County's Technical Review Committee for



compliance. Lessor approves and consents to the general layout plan for the Leased Premises as conceptually shown in Exhibit A, attached hereto. The Exhibit A conceptual layout plan is not to scale. All equipment, furnishings and fixtures attached to the Leased Premises shall become the property of County at the termination of the lease.

Notwithstanding the provisions in the foregoing paragraph regarding Lessor approval, Lessor hereby consents and permits Lessee to make the following improvements to the Leased Premises:

- Installation of floor tile on the interior of the building.
- Installation of wall food panels in the prep and storage area as depicted on the site plan.
- Improve and build out back room, including the installation or improvement of new or existing plumbing, installation of an HVAC unit, and upgrade the onsite electric to a 600 AMP system, if necessary.
- Installation of a manual retractable awning on the porch area as depicted on the site plan subject to approval of the type and appearance by the County.
- Installation of an overhang or cover for the BBQ cooker and firewood to be used therein, subject to approval of the material type and appearance by the County.
- Installation of fencing on the west side of the building (reference attachment A) for the security of Lessee's equipment and for screening as required herein. Such fence shall be at least 6ft high with a minimal opening at the ground, be of a solid material, be opaque and shall fully conceal the contents of the cooker, wood, bike storage, paddles, safety vests and other items in the outdoor area. It shall fully enclose any outside area not otherwise blocked by a building and shall contain a gate.

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- Installation of a wall or other divider for the live bait tanks to ensure proper separation between the bait and tackle portion of Lessee's operation and the food prep, storage and storage areas.
- Installation of minimum six inch (6") rain gutters with a leaf guard along the roof on the north side of the building.
- Installation of counters for consumption of food items on the porch area.
- Installation and use of space heaters and misting fans.
- Replacement of any light fixtures on the Leased Premises subject to approval of the type of fixture and appearance by the County.
- Replacement of vanities in the bathrooms on the premises.
- Installation of an exhaust vent.
- Installation of a concrete slab or pavers for the placement of the BBQ cooker. The BBQ cooker must be placed at least ten feet (10') from the roof line of the main building.
- Installation of signage per Section 25 herein.
- Installation of any needed grease traps, grease holding tanks, and septic tank upgrades necessary to support the uses proposed by the Lessee.
- Installation of any needed trash and recycling receptacles on the Leased Premises and dumpster with a location, screening and pad construction acceptable to the County outside of the Leased Premises.

The foregoing improvements are subject to Lessor's review of any tree impacts of proposed improvements. Lessor may require a modification of the improvement to avoid tree impacts. Lessor in its sole discretion may relocate sable palms within the Park to avoid impacts.



The Lessor shall complete the construction of the improvements listed below. The final location and design of the improvements shall be solely at the discretion of the Lessor but shall be generally planned with and in conjunction with and for primary use by the Lessee

- A bicycle stand (s) within three months.
- A kayak/canoe stand(s) within three months.
- Replacement of all windows on the Leased Premises within thirty months.

In meeting the Lessee's requirements above, should the Lessee agree to upgrade the outdoor area to a hardened building extension with the same roof line and at least half of the additional area enclosed, the Lessor will install the addition, other building improvements listed above, and install the grease separation system provided the Lessee shall pay for design, permits, and material costs to construct the improvements. The Lessor shall not do any signage, retractable awning, septic tank improvements (if necessary) and any other improvements the Lessor determines it is unwilling to construct.

Section 10. Construction Liens. The Leased Premises shall not be subject to any construction lien, and not less than five (5) calendar days before any construction material or services are provided to Lessee, Lessee shall post on the Lease Premises and record a notice of non-responsibility of Lessor, giving notice that Lessor is not responsible for payment of such material or services and that the Leased Premises subject to this Lease, as public property, are not subject to construction liens. If, because of Lessee's act or omission, any construction lien, claim of lien, or professional lien is recorded in the Public Records of Flagler County, Florida, pursuant to Chapter 713, Florida Statutes, or any amended or successor statute, encumbering any portion of the Leased Premises or Bings Landing Park, then Lessee shall at its own expense and cost cause said liens to be discharged, released or satisfied within fifteen (15) calendar days of receipt of notice of the recording of any such lien.



Section 11. Repairs and Maintenance Generally. Lessee shall keep the Leased Premises and all equipment, fixtures, and furnishings located thereon in good condition and repair. Lessee acknowledges and agrees to implement adequate measures and exercise reasonable diligence to collect and control trash and refuse generated by its use of the Leased Premises so that such trash and refuse is properly placed in receptacles to be placed on the Leased Premises and shall secure and install a dumpster from the local waste management provider at a location mutually agreeable to the parties and properly screened as provided herein for outdoor storage. In addition, Lessee agrees that its food service operations will result in the generation of grease and shall ensure that proper grease traps are in place and in working order, shall ensure at its sole cost and expense that all septic tanks serving the Leased Premises are pumped out, and shall secure a proper receptacle or holding tank, as may be required, for grease to be serviced and pumped out by the appropriate waste management provider. Lessor is responsible for maintaining the trees and the grounds, exterior building maintenance, including, without limitation the roof, except for improvements or fixtures made or installed by the Lessee. Lessor shall also be responsible to maintain and repair any water heaters and HVAC units located on or serving the Leased Premises.

Section 12. Compliance with Laws. Lessee shall, at its own cost and expense, comply with all applicable federal, state and local laws, and rules and regulations pertaining to Lessee's use of the Leased Premises, as they may be amended from time to time.

Section 13. Peaceful Possession and Quiet Enjoyment. The Lessee and its customers shall have the right of ingress, egress, and of free access to the Leased Premises during the times the park is open to the public and the Lessor guarantees the peaceful possession and quiet enjoyment thereof to the extent possible with a public park facility and the special

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events that will occur at the park from time to time. Lessor reserves the right to designate short-term vehicle parking spaces and boat docking spaces for use by Lessee's customers.

Section 14. Prohibited Activities. The following operations, activities and uses are specifically prohibited on the Leased Premises:

- A. The keeping or storage of flammable liquids inside the Leased Premises.
- B. The keeping or storage of corrosive or poisonous chemicals or chemical compounds other than normal household and concession cleaning supplies. No corrosive or poisonous chemicals or chemical compounds other than normal household and concession cleaning supplies shall be stored, handled or dispensed in any manner.
- C. Any improvements to or use of the property that unreasonably interferes with the use or enjoyment of adjacent or nearby properties leased to other tenants by Lessor.
- D. Any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of Bings Landing Park or would otherwise constitute a hazard to the public.
- E. The use of the Leased Premises in violation of any applicable federal, state or local law or regulation.
- F. The dumping, storage, disposal, or incineration of junk, sewage, garbage or refuse.
- G. Smelting.
- H. The storage of any motor vehicles, equipment, or machinery not directly used by Lessee in its operations on the Leased Premises.
- I. No animals of any kind shall be kept on the site, except that seeing-eye dogs are specifically permitted on site.

Section 15. Assignment or Subletting. Lessee may not sublet all or any part of the Leased Premises or assign this Lease without the express written consent of the Lessor. The



assignment or sublease shall incorporate and be subject to all of the provisions in this Lease. No assignment or sublease shall relieve the Lessee of its obligation to pay the rent provided for in this Lease in the event of a default by the sublessee or assignee unless Lessee is specifically relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment or sublease not less than sixty (60) calendar days prior to its proposed execution and Lessor shall send Lessee notice of its consent or refusal to consent not less than thirty (30) calendar days thereafter. The Lessor may require any approved sublessees or assignees to post an additional security deposit in such sum as the Lessor may in its absolute discretion deem appropriate as a condition to approving any such sublease or assignment.

Section 16. Insurance, Indemnity and Hold Harmless. Lessee shall indemnify and hold harmless Lessor against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees, paralegal fees, expert witness fees, consultant fees and any other litigation expense of any kind or nature, including those incurred on appeal, arising out of or in any way connected with the use, occupancy, management or control of the Leased Premises, or the act or omission of Lessee or its agents, servants, employees, customers, patrons or invitees, whether on the Leased Premises or elsewhere. Lessee shall at its own expense procure and maintain liability insurance in a form acceptable to the County Administrator and/or Purchasing Manager from an insurer authorized to do business in Florida. This insurance shall have a minimum limit of liability of \$1,000,000 combined single limit for bodily injury, property damage, premises, and operations liability including food liability and liquor law legal liability. All policies shall cover all uses and activities conducted by the Lessee on the Leased Premises.

Lessee shall at its own expense procure and maintain insurance sufficient to repair or replace the Leased Premises and any fixtures or contents belonging to the Lessor which are

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damaged as a result of the acts of Lessee, its employees, agents or customers, or by any failure of Lessee to perform its obligations hereunder.

All insurance policies, certificates and renewals shall be delivered to and held by Lessor. All policies shall be endorsed and shall list Flagler County as an additional insured.

The above indemnity provisions shall not apply to damage or liability brought on by a natural disaster, Act of God or other event beyond the control of the Lessee and not related to its operations on the Leased Premises.

Section 17. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee, or its agents, representatives, invitees or employees, or any other person, for injury to or death of any of them, or for any damage to any of Lessee's property or loss of revenue caused by any third persons in the maintenance, construction or operation of the concession, its appurtenances, facilities or equipment, or caused by any third persons using the concession or its appurtenances, facilities and equipment, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all other persons.

Section 18. Lease Not A Joint Venture. Nothing contained in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 19. Exclusivity. Lessee shall have the exclusive right to sell to the public bait shop items described in its proposal and cooked barbeque at the Park. Additionally, with regard to bike and canoe/kayak rentals the Lessee shall also have exclusive rights to rent same to the public at the Park provided the Lessee is adequately providing these services, as determined solely by the Lessor. The Lessee shall have no other special or exclusive rights to any charter



fishing or eco-tourism service, fishing tournaments, use of park facilities or to hold or control special events. During special events the County may allow other vendors to sell products on the site, but shall generally seek to minimize conflict with the vendor products and specifically barbeque. The public and organizations that rent/use the park shall have the right to continue to bring their food beverages, bait, and other supplies into the park as currently exists today prior to the lease. The Lessor also reserves the right to add additional vendors (Lessees) that do not directly conflict with the exclusive rights above.

Section 20. Defaults. This Lease shall be in default and may be terminated only upon the occurrence of the following events:

A. Failure to pay rent, utilities or applicable taxes. The failure by Lessee to pay Lessor any sum provided for herein when due. Lessee shall be given thirty (30) days written notice within which to cure this default.

B. Violation of terms. Lessee's violation of or failure to perform any term, covenant, or condition of this Lease. Lessee shall be given thirty (30) days written notice within which to cure this default, unless Lessor prescribes a shorter time to Lessee as determined in Lessor's sole discretion that the continued operation for a longer period by Lessee potentially endangers the property of the County or potentially threatens the health and safety of the general public that uses the Park.

C. Insolvency. In the event that Lessee becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors; or the interest of Lessee in the Leased Premises is levied upon or sold upon execution, or becomes vested by operation of law in some other person or entity because of the insolvency of Lessee; or a receiver or trustee is appointed for Lessee.

D. Abandonment. If the Lessee vacates or abandons the Leased Premises, or permits the Leased Premises to remain vacant or abandoned for a period of thirty (30) calendar days or



more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing to the vacation of the Leased Premises for a longer period of time upon terms and conditions set by Lessor.

E. Conviction of a Crime. If the Lessee is convicted of any felony or second or third degree misdemeanor as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or nolo contendere. "Conviction" for purposes of this Lease shall be as defined in Florida Statutes, as amended from time to time.

F. Closure or Failure to Sell Bait – Closure of the facility or failure to offer bait for sale to the general public for more than 30 consecutive days.

Section 21. Remedies for Default. In the event of a default, Lessor shall have the following remedies:

A. Repossession by Lessor. Upon default by Lessee, Lessee's right to possession of the Leased Premises shall terminate without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the Leased Premises to take possession of the Leased Premises in any lawful manner and to expel Lessee. If Lessee fails to remove its personal property as provided within thirty (30) calendar days after notice, Lessor may dispose of personal property not removed by Lessee. In that case, Lessee is deemed by this Lease to have sold, assigned and transferred to Lessor all of Lessee's right, title and interest in the personal property not removed by Lessee.

B. Damages. In addition to terminating this Lease and retaking possession of the Leased Premises, Lessor may recover all damages and rent accrued or accruing under this Lease or arising out of any breach of this Lease. Lessor may resume possession of the Leased Premises for its own account and recover from Lessee the total rent due under this Lease for the remainder of the term, reduced to present value, or Lessor may resume possession of the Leased



Premises and at its option re-rent it for the remainder of the term for the account of Lessee and recover from Lessee, at the end of the term or at the time any rent becomes due under this Lease, the difference between the rent specified in this Lease and the rent received upon the re-renting of the property.

C. Other remedies. Lessor may pursue all other remedies provided by law or equity for the breach of this Lease. No right or remedy conferred upon or reserved to Lessor in this Lease is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this Lease, now or hereafter existing at law or equity or by statute.

D. Enforcement. In the event that either party must judicially enforce the terms of this Lease the prevailing party shall be entitled to reasonable attorneys' fees, paralegal costs, expert witness fees, consultant fees, and any other litigation expense or cost.

Section 22. Waiver of Default; Effect. The acceptance by Lessor of one or more monthly rental installments after they fall due or after knowledge of any breach by Lessee of this Lease or after the sending of any notice or demand, or any other act or series of acts by Lessor, shall not be deemed or construed as a waiver of Lessor's right to act or as a waiver of any other right given to Lessor under this Lease or as an election not to proceed under the provisions of this Lease. The failure by Lessor to collect or demand any sums due under this Lease shall not relieve Lessee's obligation to pay those sums when demanded.

Section 23. Notices. Any notices required by this Lease, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not receipt is admitted, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the Lessor as follows:

A handwritten signature in black ink, appearing to be 'AJW', is located in the bottom right corner of the page.

Flagler County Administrator
1769 E. Moody Blvd. #2, Suite 302
Bunnell, FL 32110
And As to the Lessee, the following address:

Director, General Services
1769 E. Moody Blvd., Bldg #5
Bunnell, FL 32110

Michael Goodman
113 Island Estates Parkway
Palm Coast, Florida 32137

Jay W. Livingston, Esq.
Livingston Wolverton & Sword, PA
20 Airport Rd, Suite A
Palm Coast, FL 32164

Section 24. Inspection of Leased Premises. Lessee shall allow Lessor's authorized representative access to the Leased Premises at all reasonable hours for the purpose of examining and inspecting said Leased Premises for the purposes necessary, incidental to, or connected with the performance of Lessee's obligations under this Lease or in the exercise of its governmental functions with 24 hours notice.

Section 25. Signs. Lessee shall be permitted to install up to two (2) signs on the building and one (1) sign at the main entranceway to the concession and one (1) sign by the water way subject to the design/appearance approval of the Lessor and compliance with the Flagler County Land Development Code, Article VII, and other provisions of the Flagler County Code, as amended and/or supplemented from time to time. The approval process includes review by the A1A Scenic Pride with final approval by the Lessor. The design, permitting, installation and maintenance of any sign shall be at the sole expense of Lessee and shall substantially follow the conceptual theme and style of the County proposed park signage.

Section 26. Beverage License. The Lessee shall be permitted to apply for and secure a 2COP license from the Florida Division of Alcoholic Beverages and Tobacco for the sale and consumption of beer and wine on the Leased Premises. Notwithstanding the scope of such license, Lessee shall be limited to the sale and consumption of beer and wine and under no circumstances will the sale of liquor or other alcoholic beverages be permitted on the Leased



Premises. Such sales and consumption shall be restricted to the Leased Premises, unless otherwise permitted through the County's normal park permit process for onsite consumption.

Section 27. Effect on Prior Agreements. This Lease supersedes all prior agreements, if any, between the parties regarding the leasing of the Leased Premises and, as of the date of this Lease, those prior agreements shall be of no force or effect.

Section 28. Construction of Lease. This Lease shall be construed under the laws of the State of Florida and Flagler County Ordinances and any litigation regarding this Lease shall be in the County or Circuit Court of Flagler County, Florida.

Section 29. Short Form of Lease. Either party may prepare for execution a short form of this Lease for recording in the public records. The costs of recording the short form Lease shall be paid by the party desiring to record the short form.

Section 30. Amendments to Lease. This Lease may be amended only by written instrument executed with the same formalities as this Lease.

Section 31. Property Rights. Lessee agrees that no subordination or use of the Lessee's interest as collateral will be permitted without the Lessor's express written permission, which is in the Lessor's sole and absolute discretion.


Section 32. Parties. Except as otherwise expressly provided, the covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, successors, administrators, and assigns.

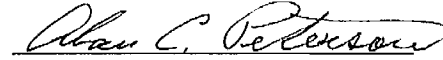
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Date of Approval: 15 August, 2011

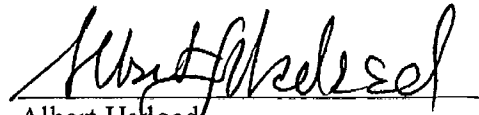
ATTEST:

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS


Gail Wadsworth, Clerk and Ex Officio
Clerk to the Board

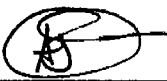

Alan Peterson, Chairman

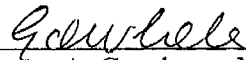
Approved as to form:

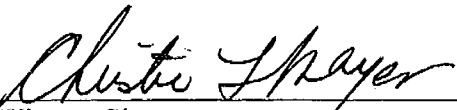

Albert Hatfield
County Attorney

ATTEST:

CAPTAIN'S BAIT TACKLE & BBQ, LLC
A Florida limited liability company


Witness Signature
Andrew Johnson
Printed name


Grace A. Goodman, Manager


Witness Signature
CHRISTIE L. MAYER
Printed Name

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 23rd day of August 2011, by Grace A. Goodman, the Manager of Captain's Bait Tackle & BBQ, LLC on behalf of the company. She is personally known to me or has produced a driver's license as identification.



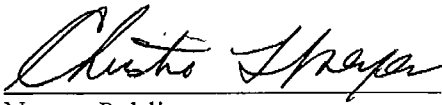
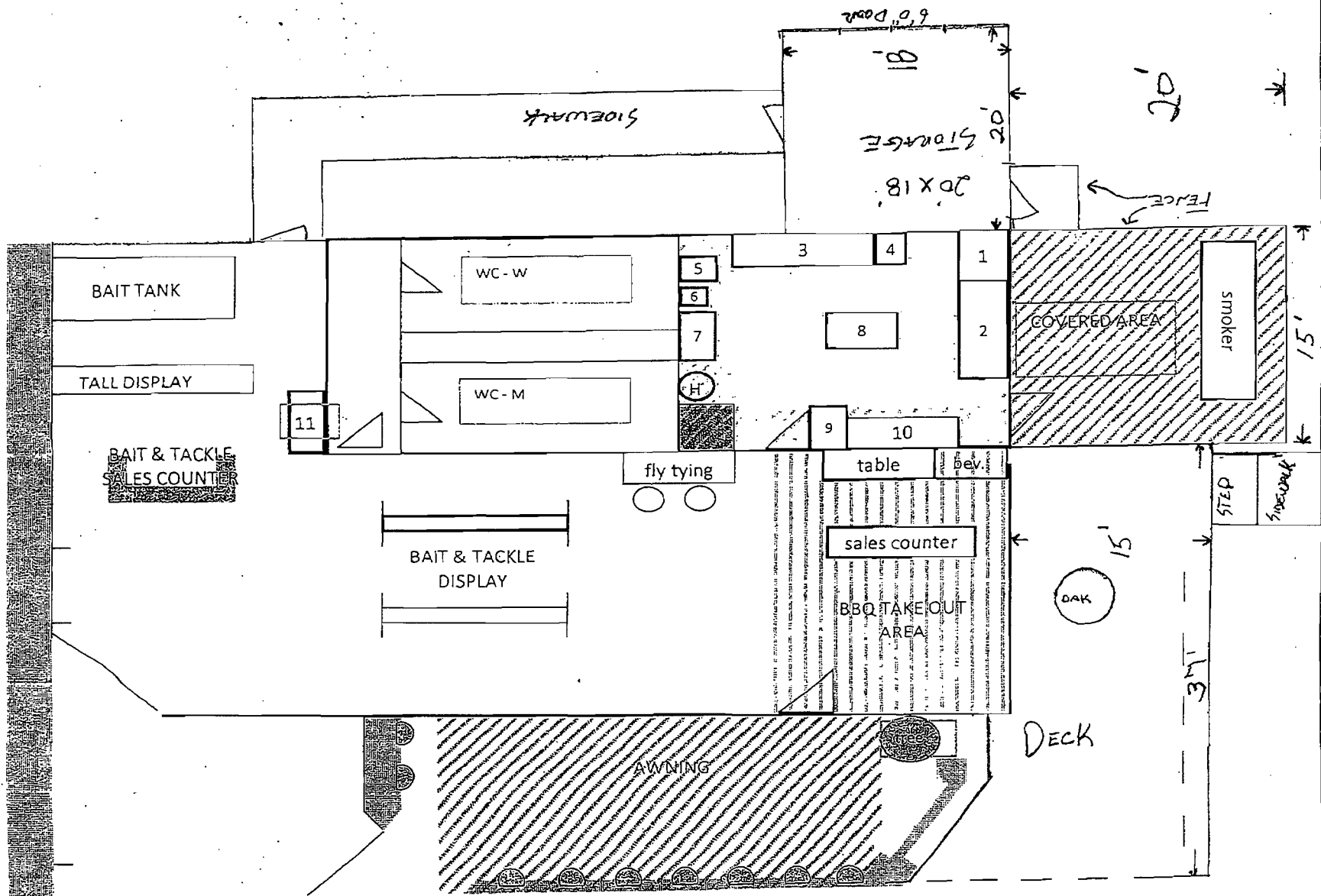

Notary Public
CHRISTIE L. MAYER
Printed



Exhibit A



EXISTING SIDEWALK

**FIRST AMENDMENT TO
CAPTAIN'S BAIT, TACKLE & BBQ
LEASE AT BING'S LANDING**

This First Amendment to Lease ("Amendment") is made and entered into as of April 20, 2015 by **FLAGLER COUNTY**, a political subdivision of the State of Florida, located at 1769 E. Moody Blvd., #2, Bunnell, Florida 32110, (the "Lessor"), and **CAPTAIN'S BAIT, TACKLE & BBQ, LLC**, a Florida limited liability company, located at 5862 N. Oceanshore Blvd., Palm Coast, Florida, and whose business address is 113 Island Estates Parkway, Palm Coast, Florida 32137 (the "Lessee").

WITNESSETH:

WHEREAS, the Parties entered into a certain Lease, effective as of the 1st day of September, 2011, for approximately 2080 sq. ft. of building space plus appurtenances thereto located at 5862 N. Oceanshore Blvd., Palm Coast, Florida, at Bing's Landing Park, Flagler County, Florida (the "Leased Premises") as depicted on Exhibit A attached hereto; and

WHEREAS, the Lessee has made significant additional improvements to the Leased Premises totaling over \$100,000 more than anticipated in the original lease amount to include adding approximately 400 sq. ft. of additional enclosed space, deck screening, a cooking hood, pavers; and

WHEREAS, Allowing the lease period to extend at the Lessee's option will ensure the Lessee can amortize the additional funds expended on improving the facility.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Parties hereby agree to amend the original lease sections as follows:

Section 1. Property. Lessor hereby leases to Lessee approximately 2,080 square feet of building space, to include the existing attached porch area, plus two adjoining building additions (38ft by 20ft and 15ft by 20ft) plus an expanded 550 sq. ft. deck area and front open area facing A1A), all shown on Exhibit A (as amended), located at 5862 N. Oceanshore Blvd., Palm Coast, Florida at Bing's Landing Park, Flagler County, Florida (the "Leased Premises").

Section 3. Term. This Lease shall be for a term of ten (10) years beginning on September 1, 2011, and ending on August 31, 2021, with an option to renew for one (1) additional five (5) year period at Lessee's option. If Lessee decides to renew for an additional five (5) year period, Lessee shall give 180 days written notice to Lessor prior to the expiration of the ten (10) year period. If Lessee exercises its renewal options

described above, then at the end of this fifteen (15) year period, this Lease may be renewed for an additional five (5) year period, upon the mutual agreement of both parties.

Exhibit A. Exhibit A shall be amended as shown (attached).

2. TERMS AND CONDITIONS REMAIN. All other terms and conditions of the Original Lease remain in full force and effect.

APPROVED by the Board of County Commissioners of Flagler County on the 20th day of April, 2015.

ATTEST:

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

Gail Wadsworth, Clerk of the Circuit
Court and Comptroller

Frank J. Meeker, Chairman

Approved As To Form:

Albert Hadeed, County Attorney

CAPTAIN'S BAIT TACKLE & BBQ, LLC
A Florida limited liability company

ATTEST:

Grace A. Goodman, Managing Member

Witness Signature

Witness Signature

Printed Name

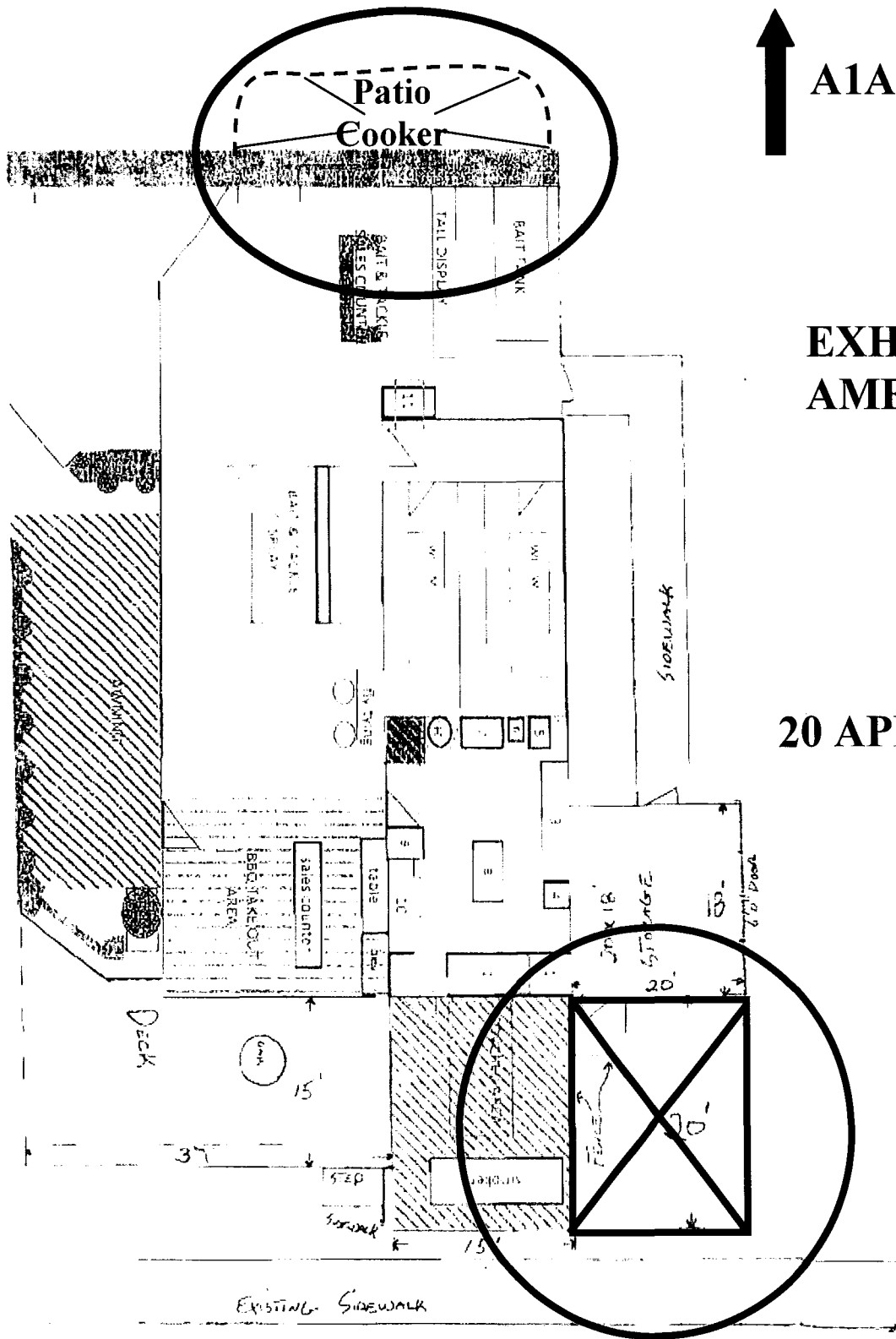
Printed Name

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, Managing Member of Captain's Bait Tackle & BBQ, LLC on behalf of the company. She is personally known to me or has produced a driver's license as identification.

Notary Public

Printed Name



↑
A1A

**EXHIBIT A
AMENDED**

20 APRIL 2015

NORTH
←
↓
INTRACOASTAL 3

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 10**

SUBJECT: Fiscal Year 2014-15 Budget Transfer for the ½ Cent Discretionary Tax Fund (311)

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: The following budget transfer is within the same fund and does not impact the fund's total budget.

Attachment	BTR # 15-	To Dept:	Amount	Description	Contact
1	106	6020	\$375,000	Transfer from fund reserves for improvements to the historic courthouse as per space use agreement approved by BOCC 2/9/15 (Special Ad Hoc Mtg)	Lorie Bailey-Brown

DEPT./CONTACT/PHONE #: Financial Services/Lorie Bailey-Brown (386) 313-4008

RECOMMENDATION: Request the Board approve budget transfer# 15-106.

ATTACHMENT:

1. Budget Transfer 15-106



Lori Bailey Brown, Financial Services Director



Craig M. Coffey, County Administrator

4/9/15

Date

9 April 2015

Date

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET TRANSFER REQUEST FORM**


BTR 15 - 106
DATE: 04/07/15
PREPARED BY: tbp

FUND: 1/2 CENT DISCRETIONARY TAX
DEPARTMENT / DIVISION: Reserves -Reserves

PAGE 1 OF 1

EXPLANATION: To provide funds to make improvements to the historic courthouse as per space use agreement approved by BOCC 2/9/15 (Special Ad Hoc Mtg)

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		AVAILABLE		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	311	5000	587	9850		375,000		2,135,980	1,760,980	Reserve-Future Capital OL
2	311	6020	519	6210	605049		375,000	-	375,000	Buildings REFURBISH COURTHOUSE - LEASE
3								-	-	
4								-	-	
5								-	-	
6								-	-	
7								-	-	
8								-	-	
9								-	-	
TOTAL						\$375,000.00	\$375,000.00	\$2,135,980.00	\$2,135,980.00	

Financial Service Director's APPROVAL  DISAPPROVAL _____ DATE: 4-8-15

Administrator's APPROVAL _____ DISAPPROVAL _____ DATE: _____

Board Action at Meeting: APPROVAL _____ DISAPPROVAL _____ DATE: _____

POSTED BY: _____ DATE POSTED: _____ cc: _____

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 11**

SUBJECT: Approval of Appointment to the Affordable Housing Advisory Committee

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: The Affordable Housing Advisory Committee serves in an advisory capacity to make recommendations to the Board regarding specific initiatives to encourage or facilitate affordable housing in Flagler County, pursuant to Section 420.9076, Florida Statutes, Section 16-77 of the Flagler County Code and the State Housing Initiatives Partnership (SHIP) Procedures Manual. There are 13 members on this Committee, each appointed for four-year terms.

The Board received notice from Ms. Marge Calcara (Attachment 1) on January 14, 2015 that she would not seek reappointment to this Committee. The Board thanks Ms. Calcara for serving since 2011 and the time and expertise she shared with the Committee.

There currently are four vacancies on the Committee. The *Advocate for Low Income Persons* position was advertised in the News-Tribune on January 17, 2015 and February 18, 2015 (Attachment 2), and on the County's website, FlaglerCounty.org.

The Board received the application of Ms. Cynthia W. Bassett to fill the *Advocate for Low Income Persons* position (Attachment 3) for a four-year term. Ms. Bassett is a registered voter and resident of Flagler County. Should additional applications be received, they will be presented to the Board prior to the meeting.

A copy of the current membership roster for this Committee is provided (Attachment 4).

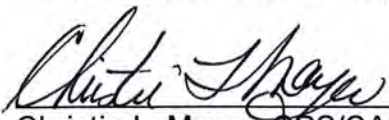
FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Christie Mayer, CPS/CAP / Exec. Admin. Assistant / 313-4094

RECOMMENDATION: Request the Board approve the appointment of Ms. Cynthia W. Bassett in the category of "Citizens-at-Large" on the Affordable Housing Advisory Council for a four-year term, expiring on October 20, 2018.

ATTACHMENTS:

1. Notice of Resignation from Ms. Marge Calcara
2. Advertisement for Vacancies in the News-Tribune
3. Application of Ms. Cynthia W. Bassett
4. Current Membership for the Affordable Housing Advisory Committee



Christie L. Mayer, CPS/CAP, Exec. Admin. Asst.

4/9/15

Date



Craig M. Coffey, County Administrator

10 APRIL 2015

Date

Christie L. Mayer

From: Marge Calcara [<mailto:mcalcara@yahoo.com>]
Sent: Wednesday, January 14, 2015 10:48 AM
To: Christie L. Mayer
Cc: Valerie Bradley
Subject: Re: Affordable Housing Advisory Committee reappointment

Hi Christie and Valerie,
Time sure flies, it seems like yesterday that I became a member of the Affordable Housing Advisory Committee. I have decided not to apply for reappointment but will stay until replaced. It has been great working with you Valerie, you are a true professional.
If you need anything else from me please advise.
Have a great day,
Marge Calcara

On Jan 13, 2015, at 2:16 PM, Christie L. Mayer <cmayer@flaglercounty.org> wrote:

Ms. Calcara –

Thank you for serving as a member of the Affordable Housing Advisory Committee. The time and effort you have put forth as part of this council since 2009 has been appreciated and not gone unnoticed.

You may be aware that your appointment as a member on the Affordable Housing Advisory Committee expires on March 21, 2015. We would, therefore, appreciate it if you could indicate on the attached letter if you wish the Board of County Commissioners to consider your reappointment on this committee. In addition to this letter, staff will present to the Commission an updated application form for you. A blank application form has also been attached for your use. We would appreciate your returning both the letter and your updated application form to my attention by January 26, 2015.

The procedure that is followed when appointments are due for renewal is to inquire of the incumbent of their interest in continuing on the board, as well as advertise the position in the local newspaper. Both your response and any response received from the public will then be presented to the Board of County Commissioners at their February 16, 2015 meeting.

Please feel free to contact me should you have any questions about your reappointment to the Affordable Housing Advisory Committee.

Christie L. Mayer, CPS/CAP
Exec. Admin. Assist. to County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110
Phone (386) 313-4094

**Flagler/Palm Coast
NEWS-TRIBUNE**

Published Each Wednesday and Saturday
Flagler County, Florida

**State of Florida,
County of Flagler**

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The Flagler/Palm Coast NEWS-TRIBUNE, a twice weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a

VOLUNTEER POSITIONS

NT 2115113

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

JANUARY 17, 2015

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each Wednesday and Saturday and has been entered as second-class mail matter at the post office in Flagler Beach, in said Flagler 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 Anderson*.....

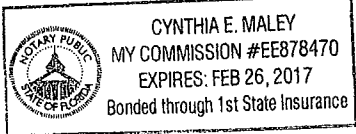
Sworn to and subscribed before me

This **19TH** of **JANUARY**

A.D. 2015

Cynthia E. Maley

49D



0002115113

VOLUNTEER POSITIONS

Flagler County is soliciting Registered Voters Residing In Flagler County for various citizen volunteer Boards and Councils. Some of these positions, by law, must be filled by persons currently representing certain occupations or residing in a specific area. **THESE POSITIONS WILL BE OPEN UNTIL FILLED. PLEASE RESPOND AS SOON AS POSSIBLE FOR CONSIDERATION.**

Airport Advisory Board
1 Member -- Citizen Interested in Aviation
Meets the second Thursday of each month at 4:00 p.m.

Affordable Housing Advisory Committee
1 Member -- Essential Services Personnel
1 Member -- Advocate for Low Income Persons ←
Meets the second Tuesday of each month at 8:30 a.m.

Library Board of Trustees
1 Member -- Citizen At Large
Meets the second Monday of each month at 4:30 p.m.

Tourist Development Council
1 Member -- Owner or Operator of Business Subject to Tourist Development Tax
1 Member -- Involved in Tourist Industry
Meets the third Wednesday of each month at 10:00 a.m.

Applications are available at www.FlaglerCounty.org under Advisory Board Vacancies or by contacting:

Christie Mayer (cmayer@flaglercounty.org)
Flagler County Board of County Commissioners
1769 E. Moody Blvd., Suite 302
Bunnell, FL 32110
(386) 313-4094 phone; (386) 313-4101 fax

0002120728

VOLUNTEER POSITIONS

Flagler County is soliciting Registered Voters Residing In Flagler County for various citizen volunteer Boards and Councils. Some of these positions, by law, must be filled by persons currently representing certain occupations or residing in a specific area. **THESE POSITIONS WILL BE OPEN UNTIL FILLED. PLEASE RESPOND AS SOON AS POSSIBLE FOR CONSIDERATION.**

Affordable Housing Advisory Committee

1 Member - Essential Services Personnel
1 Member - Advocate for Low Income Persons
1 Member - Not for Profit Provider of Affordable Housing
Meets the second Tuesday of each month at 8:30 a.m.

Land Acquisition Committee

1 Member - Citizen At Large
Meets the second Monday of each month at 5:30 p.m.

Planning and Development Board

1 Member - Citizen Residing East of Intracoastal Waterway
Meets the second Tuesday of the month at 5:00 p.m.

Public Safety Coordinating Council

2 Members - Citizen at Large
1 Member - Director of Local Substance Abuse Treatment Program
1 Member - State Probation Circuit Administrator
1 Member - Representative from County or state jobs program or other community groups who work with offenders and victims
Meets the second Wednesday of the month at 8:45 a.m.

Tourist Development Council

1 Member - Involved in Tourist Industry
Meets the third Wednesday of each month at 10:00 a.m.

Applications are available at www.FlaglerCounty.org under Advisory Board Vacancies or by contacting:

Christie Mayer (cmayer@flaglercounty.org)
Flagler County Board of County Commissioners
1769 E. Moody Blvd., Suite 302
Bunnell, FL 32110
(386) 313-4094 phone, (386) 313-4101 fax

2/18/15

Attn: Valerie:



Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

Please Return to: Christie Mayer, CPS/CAP
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
fax: (386) 313-4101; phone (386) 313-4094 • email: cmayer@flaglercounty.org

Name: Cynthia W Bassett Date: 2/27/15

Mailing Address: PO 242 Flagler Beach FL 32134

Physical Address: 109 Lambert Ave. Flagler Beach FL 32134

County of Residence: Flagler Voter ID: 104198168

Text ~~Home~~ Phone: 386-503-6260 Cell Phone: 386-503-6260 Fax: To be given at a later date

Email: Lindyswv@aol.com Years in Flagler: 35

Advisory Boards or Committees Applying For: applicant for low income personnel - Affordable Housing Adv. Comm.

Describe your training and / or experience that would make you a good fit for this position: I have a 30 yr background in Real Estate primarily first time buys, shops, and other bond based programs.

Education: HS Diploma / A/A Degree, major political Science and enough Real Estate education equal to 2 Doctorals

Business (name & type): Retired Realestate Broker
(Essex Assoc. Inc.)

Business Address: 206 Mandy Blvd Flagler Beach

Business Phone: 386-439-5283 Position: Broker

Professional Organizations: Nat Assoc of Real. Const. Residential Specialist
Womens Council of Realtor, Flagler Assoc of Realtors

Have you ever served on a Flagler County appointed board or committee?


YES _____ NO _____ If so, please identify those on which you have served.

Advisory Board / Committee	Dates Served
_____	_____
_____	_____
_____	_____

References may be secured from the following individuals:

1. Name: Kym Rotermund Phone: 386-793-7806
2. Name: Karen Radcliff Phone: 386-793-0122
3. Name: Dan Rotermund Phone: 386-793-7807

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the advisory board or committee, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.


Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Attachment 4



-
- Council:** Housing Task Force/Affordable Housing Advisory Committee
- Established:** August 26, 1991
- Function:** To make recommendations to the BCC regarding specific initiatives to encourage or facilitate affordable housing in Flagler County. Now acting as the local affordable housing advisory committee pursuant to Section 420.9076, Florida Statutes, Section 16-77 of the Flagler County Code and the State Housing Initiatives Partnership (SHIP) Procedures Manual.
- Membership:** Consists of 13 members – Residential Home Building Industry, Banking or mortgage banking industry, labor actively engaged in home building, advocate for low-income persons, for-profit provider of affordable housing, not-for-profit provider of affordable housing, real estate professional, member of local planning agency, resident of local jurisdiction, citizen representing employers in the jurisdiction, citizen representing essential services personnel, two citizens at large
- Appointment Terms:** Members serve 4 year terms. Terms revised per SHIP 3/30/06 Flagler County Code Section 16-77.
- Meeting Info.:** Meets 2nd Tuesday of the month @ 8:30 a.m. in OMB Conference Room, 3rd Floor Government Services Building
- Staff Liaison:** Valerie Bradley, 313-4037, vbradley@flaglercounty.org

MEMBER

APPOINTMENT

EXPIRATION

Local Planning Agency
Commissioner Charles Ericksen, Jr.
1769 East Moody Blvd., Bldg. 2
Bunnell, FL 32110
Office: 386/313-4001; Cell: 386/569-8633
Email: cericksen@flaglercounty.org

Appointed by BOCC

11/30/15

Revised March 10, 2015

Page 1

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

<u>MEMBER</u>	<u>APPOINTMENT</u>	<u>EXPIRATION</u>
Citizen Representing Essential Services Personnel		
Joe McGowen	09/22/13 Resigned 07/08/14	09/22/17
Res. Home Building Industry		
Thomas Stauffacher 9 Burnell Place Palm Coast, FL 32137 Cell: 904/466-7601 Email: thomas.creativeenterprise@gmail.com	09/16/13	09/16/17
For-Profit Provider of Affordable Housing		
Rick Belhumer 11 Ethel Lane Palm Coast, FL 32164 Home: 386/585-8500 Cell: 386/503-530 Email: rrsocf@att.net; Alt: amistermom@netzero.net	06/03/13	06/03/17
Banking or Mortgage Industry		
Denise Santa Maria 48 Kalamazoo Trail Palm Coast, FL 32164 Home: 313-3384 Cell: 386/847-4542 Email: Smd919@hotmail.com; alt: Denise.santa.maria@radian.biz	04/20/13 (transferred from category of Citizen at Large 05/13/14; a position she held since 04/20/09.)	04/20/17
Labor-Home Building Industry		
Joe Kowalsky 12 Cedar Point Court Palm Coast, FL 32164 Home: 386/447-5423 Cell: 386/237-4728 Email: 4344@bellsouth.net	01/17/12	01/17/16

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MEMBER

APPOINTMENT

EXPIRATION

Advocate for Low Income Persons

Marge Calcara
 38 Westbrook Lane
 Palm Coast, FL 32164
 Home: 386/597-7360
 Cell: 386/864-0815
 Email: mcalcara@yahoo.com

03/21/11 03/21/15
 will not be reappt. 01/14/15

Not-for-Profit Provider of Affordable Housing

Michael C. Boyd
 P.O. Box 188
 Bunnell, FL 32110
 Office: 386/437-3221
 Cell: 386/503-4134
 Email: mboyd@bellsouth.net

04/02/07 04/02/11
 04/02/11 04/02/15
 resigned 04/02/15

Real Estate Professional

Carmen Bongiovanni
 18 Poinciana Lane
 Palm Coast, FL 32164
 Home: 386/586-7550
 Cell: 386/503-0437
 Office: 386/439-2399
 Email: Carmen@carmenandgeorge.com

11/19/11 11/19/15
 (transferred from category of Citizen at Large 07/09/14;
 a position he held since 11/19/07.)

Resident of Local Jurisdiction

Arthur Milberg
 19 Clarendon Court, North
 Palm Coast, FL 32137
 Home: 386/447-4091
 Cell: 386/864-0269
 Email: Cairn007@yahoo.com

06/01/09 06/01/13
 06/01/13 06/01/17
 resigned 03/10/15

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

MEMBER

APPOINTMENT

EXPIRATION

Citizen Representing Employers in Jurisdiction

Dorothy D. Sperber (filled unexpired term)

02/06/12

07/07/14

58 Rollins Lane

07/07/14

07/07/18

Palm Coast, FL 32164

Home: 386/437-0095

Cell: 904/377-1800

Email: ae@flaglercountyrealtors.com

Citizen-At-Large #1

Lawrence A. Pulos

10/06/14

10/06/18

52 Wheeling Lane

Palm Coast, FL 32164

Home: 386/283-4640

Cell: 816/204-8987

Email: lpulos2002@gmail.com

Citizen-At-Large #2

Ms. Karen Pio Spears

10/20/14

10/20/18

26 Rippling Brook Drive

Palm Coast, FL 32164

Home: 386/263-7004

Cell: 860/878-7258

Email: gbpoa@sbcglobal.net

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 12a

SUBJECT: Approval of Joint Participation Agreement (JPA) Supplemental Amendment No. 1, Unanticipated Revenue Resolution and the Authorizing Resolution between Flagler County and the Florida Department of Transportation (FDOT), for the Construction of the County Road 302 Resurfacing Project to Add \$787,001 to the Project Budget for Construction, FDOT Financial Project No. 424354-1-38/58-01.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Flagler County received funding from the FDOT through the SCOP program for the Construction of the County Road 302 resurfacing project between County Road 305 and State Road 100. This project includes new asphalt overlay and resurfacing of the existing pavement, replacing roadway signage, installing new pavement markings (including vibratory and auditory edge lines), replacing the existing guardrail, and drainage improvements along the canal. The drainage improvements along the canal include, creating a 1' wide shoulder swale to help keep water off the pavement, raising the top of the berm to 1' above the existing pavement, removing the existing 6-7 failing drainage structures, adding 10 open drainage flumes draining the 1' shoulder swale into the canal, and sheet pile structures and erosion control at each drainage flume.

This project is being administered through a Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP) Agreement, FDOT Financial Project No. 424354-1-38/58-01.

The original SCOP Agreement included \$1,201,000 for Construction. The County received bids for construction with the low bid for \$1,985,055.00 – creating a budget shortfall of \$784,055. This JPA Supplemental Amendment No. 1 will add an additional \$787,001 for Construction and CEI services from FDOT's SCOP and CIGP programs for a total for of \$2,088,001.00 for Construction. CEI services will be funded from the Constitutional Gas Tax Fund 112.

FUNDING INFORMATION: Project #446590, CR 302 Resurfacing is budgeted in the Constitutional Gas Tax Fund, in account # 112-8247-541.63-10. An Unanticipated Revenue Resolution is attached appropriating supplemental funding of \$787,001 from FDOT. A \$50,000 budget transfer is also attached transferring funding for CEI services and contingency from reserves in the Constitutional Gas Tax Fund 112.

DEPT./CONTACT/PHONE #: Faith Alkhatib, Engineering Department, 313-4045

RECOMMENDATIONS: Request the Board approve the Joint Participation (JPA) Supplemental Amendment No. 1 and the Authorizing Resolution between Flagler County and the Florida Department of Transportation (FDOT) for Construction of the County Road 302 resurfacing project in the amount of \$787,001 and the Unanticipated Revenue Resolution and Budget Transfer appropriating funds.

ATTACHMENTS:

1. Authorizing Resolution 2015 - _____
2. Joint Participation Agreement (JPA) Supplemental Amendment No. 1
3. Unanticipated Revenue Resolution
4. Budget Transfer #107

Faith Alkhatib, County Engineer

4-13-2015

Craig M. Coffey, County Administrator

14 April 2014

RESOLUTION NO. 2015-_____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIRMAN TO EXECUTE A JOINT PARTICIPATION AGREEMENT (JPA) SUPPLEMENTAL AMENDMENT No. 1 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Flagler County desire to facilitate the construction of the County Road 302 resurfacing project between County Road 305 and State Road 100; and

WHEREAS, the FDOT has requested Flagler County to execute and deliver to the FDOT, the Joint Participation Agreement Supplemental Amendment No. 1 for the aforementioned project, FPN 424354-1-38/58-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida as follows:

Section 1. Chairman Frank J. Meeker is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Joint Participation Agreement (JPA) Supplemental Amendment No. 1 for the aforementioned project, FPN 424354-1-38/58-01.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 20th day of April 2015, by the Board of County Commissioners, Flagler County, Florida.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF FLAGLER COUNTY, FLORIDA**

Gail Wadsworth, Clerk of the
Circuit Court & Comptroller

Frank J. Meeker, Chair

APPROVED AS TO FORM:

Al Hadeed, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1**EXECUTION DATE:** _____

Financial Management No.: 424354-1-38-01 & 424354-1-58-01 Agency: Flagler County Contract No: AQN99	Fund: GRSC, SCOP & CIGP Function: 215 Contract Amount: \$2,088,001.00	FLAIR Approp: 085576 & 088572 FLAIR Obj.: 751000 Org. Code: 55054010508 Vendor No.: F596000605028
---	--	---

The terms of the original Small County Outreach Program Agreement for the Project described as “Construction for Resurfacing County Road 302 between County Road 305 and State Road 100”, executed on **June 14, 2012**, are hereby amended as follows:

- The Department has authorized additional funds in Fiscal Year 2014/2015 in the amount of \$249,346.00 (Two Hundred Forty Nine Thousand Three Hundred Forty Six Dollars and No/100) in SCOP funding and \$537,655.00 (Five Hundred Thirty Seven Thousand Six Hundred Fifty Five Dollars and No/100) in CIGP funding. This executed Amendment will serve as notice that the Total Lump Sum Amount for this agreement is now increased to a total of **\$2,088,001.00 (Two Million Eighty Eight Thousand One Dollar and No/100)** for fiscal year 2014/2015.
- The addition of the following Recitals are hereby incorporated into the Agreement:

“WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes.”

- Section 3.J., PART IV: REPORT SUBMISSION of COMPENSATION AND REIMBURSEMENT is hereby deleted and replaced with the following:

“3. COMPENSATION AND REIMBURSEMENT

J. PART IV: REPORT SUBMISSION

- Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

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

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at the following address:

Florida Department of Transportation
Office of Comptroller, M.S. 42
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.”

4. Exhibit “B”, Estimated Schedule of Funding, is hereby deleted and is replaced with Attachment #1, attached to this Amendment.
5. The compliance requirements of the CIGP funding are hereby incorporated into this Amendment as Attachment #2.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

FLAGLER COUNTY

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: Frank J. Meeker

Name: Frank O'Dea, P.E.

Title: Chairman

Title: Director of Transportation Development

As approved by the Board on:

Attest:

April 20, 2015

Attest:

Executive Secretary

Legal Review:

Legal Review:

Authorization Received from the Comptroller's
Office as to Availability to Funds:

Attachment #1

Exhibit "B"

ESTIMATED SCHEDULE OF FUNDING

Financial Management Number: 424354-1-38-01 & 424354-1-58-01

Phase	Funding
	Department Participation
Design	\$100,000.00
Construction/CEI	\$1,988,001.00
Total Estimated Project Cost	\$2,088,001.00

Funding Allocation:	GRSC	\$352,504.00
	SCOP	\$1,197,842.00
	CIGP	\$537,655.00

The Department's share of the Total Project Cost is a maximum limited amount that will not increase. In the event the Total Project Cost exceed the cost included in this Schedule of Funding, the COUNTY will be solely responsible to provide the additional funds that are necessary to complete the Project.

The COUNTY is approved under the Rural Economic Development Initiative (REDI) program for a waiver of the required 25% local match of the Small County Outreach Program; however, the COUNTY agrees to bear all expenses in excess of the DEPARTMENT's participation.

The COUNTY is approved under the Rural Economic Development Initiative (REDI) program for a waiver of the required 50% local match of the County Incentive Grant Program (CIGP) funding; however, the COUNTY agrees to bear all expenses in excess of the DEPARTMENT's participation that are necessary to complete the Project.

Attachment #2

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: COUNTY INCENTIVE GRANT PROGRAM
CSFA Number: 55.008
***Award Amount:** \$537,655.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.008 is provided at:
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.008 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE SPECIAL REVENUE FUND CONSTITUTIONAL GAS TAX 112 FOR THE FISCAL YEAR 2014-15 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received \$787,001 from State of Florida Department of Transportation, and

WHEREAS, Chapter 129 Florida Statutes gives authority for Boards of County Commissioners to amend, by resolution, budgets to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED that Flagler County Board of County Commissioners, in meeting assembled on the 20th day of April, 2015 that the Special Revenue Fund Constitutional Gas Tax 112 be amended, as follows:

FUND 112 CONSTITUTIONAL GAS TAX FUND

FUNDING SOURCES:

112-0000-334.49-22	Intergovernmental Revenue	\$ 787,001
--------------------	---------------------------	-------------------

EXPENDITURES:

112-8247-541.63-10	Improvements other than Building project# 446590 CR302 Resurfacing	\$ 787,001
--------------------	--	-------------------

Passed in regular session this 20th day of April, 2015.

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: _____
FRANK MEEKER Chairman

ATTEST:

APPROVED AS TO FORM:

GAIL WADSWORTH, Clerk of Court
And County Comptroller

Al Hadeed, County Attorney

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET TRANSFER REQUEST FORM**

BTR 15 - 107
DATE: 04/10/15
PREPARED BY: LBB

FUND: Constitutional Gas Tax
DEPARTMENT / DIVISION: Reserves -Reserves

PAGE 1 OF 1

EXPLANATION: Transfer from reserves for CEI services on project #446590 CR 302 Resurfacing. FDOT increased funding for low construction bid, but there is not funding for CEI services estimated at \$50,000.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		AVAILABLE		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	112	5000	587	9850		50,000		2,096,067	2,046,067	Reserve-Future Capital OL
2	112	8247	587	6310	446590		50,000	1,201,000	1,251,000	Improvmts other than bldg FDOT CR302 REALIGNMENT
3								-	-	
4								-	-	
5								-	-	
6								-	-	
7								-	-	
8								-	-	
9								-	-	
TOTAL						\$50,000.00	\$50,000.00	\$3,297,067.00	\$3,297,067.00	

Financial Service Director's APPROVAL _____ DISAPPROVAL _____ DATE: _____

Administrator's APPROVAL _____ DISAPPROVAL _____ DATE: _____

Board Action at Meeting: APPROVAL _____ DISAPPROVAL _____ DATE: _____

POSTED BY: _____ DATE POSTED: _____ cc: _____

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 12b**

SUBJECT: Approval of Bid Award ITB-B004-0-2015 in the Amount of \$1,985,055.00 for Construction of County Road 302 Resurfacing from CR-305 to SR-100 F.D.O.T. FPN: 424354-1-58-01.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Sealed bids were advertised in the *Flagler News Tribune* as well as publicly broadcast on www.demandstar.com. ITB B004-0-2015 requested submittals from contractors to provide construction of the County Road 302 Resurfacing from CR-305 to SR-100 as detailed on the project specifications and plans. This project includes new asphalt overlay and resurfacing of the existing pavement, replacing roadway signage, installing new pavement markings (including vibratory and auditory edge lines), replacing the existing guardrail, and drainage improvements along the canal. The drainage improvements along the canal include, creating a 1' wide shoulder swale to help keep water off the pavement, raising the top of the berm to 1' above the existing pavement, removing the existing 6-7 failing drainage structures, adding 10 open drainage flumes draining the 1' shoulder swale into the canal, and sheet pile structures and erosion control at each drainage flume. On March 25, 2015, the County received two (2) responses as detailed on the attached tabulation sheet. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents. Staff recommends award to the lowest responsive and responsible bidder Halifax Paving, Inc.

FUNDING INFORMATION: Project #446590, CR 302 Resurfacing is budgeted in the Constitutional Gas Tax Fund, in account # 112-8247-541.63-10, for the amount of \$1,201,000.00. A JPA Supplemental Amendment from FDOT for an additional \$787,001.00 funding for construction was presented in the previous agenda item 12a. Funding will be appropriated at the next available public hearing upon approval of the JPA Supplemental Amendment for this project.

DEPT./CONTACT/PHONE #: Engineering, Faith Alkhatib, 386-313-4062
Purchasing, Kris Collora, 386-313-4062

RECOMMENDATIONS: Request the Board approve Bid Award ITB-B004-0-2015 with Halifax Paving, Inc. for the Base Bid in the amount of \$1,985,055.00 and authorize the Chair to execute the contract as approved by the County Attorney.

ATTACHMENTS:


1. Bid Tabulation
2. Contract Form



Kris Collora, CPPB, Purchasing Manager

4-13-15

Date



Faith Alkhatib, County Engineer

4-13-2015

Date



Craig Coffey, County Administrator

14 APR 2015

Date



FLAGLER COUNTY, FLORIDA ITB TABULATION SHEET

ALL PROPOSALS ACCEPTED BY FLAGLER COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RESPONSES FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

BID NUMBER: ITB-B004-0-2015
BID TITLE: Construction of County Road 302 Resurfacing from CR-305 to SR-100 F.D.O.T. FPN: 42354-1-58-01
OPENING DATE/TIME: Wednesday, March 25, 2015

	Response 1	Response 2
	Halifax Paving, Inc. 814 Hull Road Ormond Beach, Florida 32174	P&S Paving, Inc. 3701 Olson Drive Daytona Beach, Florida 32124
Base Bid: Total Lump Sum Price	\$ 1,985,055.00	\$ 2,478,500.00
Alternate 1 Bid (Ded Alt 1)	\$ 1,255,955.00	\$ 1,636,400.00
Alternate 2 Bid (Ded Alt 2)	\$ 1,842,555.00	\$ 2,440,000.00
Alternate 3 Bid (Ded Alt 1 and Alt 2)	\$ 1,113,455.00	\$ 1,597,900.00

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Senior Procurement Analyst (03.25.15)
 Witnessed by: Jaimie Marks, Procurement Analyst (03.25.15)

**CONTRACT
FOR
CONSTRUCTION OF COUNTY ROAD 302 RESURFACING FROM CR-305 TO SR-100
(FPN 424354-1-58-01)
PROJECT NO. B004-0-2015/DF**

This Contract, entered into this ____ day of _____, 20__ by and between the Flagler County Board of County Commissioners, hereinafter called the **COUNTY**, and Halifax Paving, Inc., hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

1. The Contract shall consist of the following, all of which are hereby made a part thereof:
 - a. Advertisement for Bids, Instructions to Bidders, Bidders Check List, Standard General Conditions, Standard Terms and Conditions and Bid and accompanying documents.
 - b. Plans and Specifications, Special Provisions, Technical Specifications, Project Permits, any Addendum (No. 1 - 4) or other information provided to the prospective bidders prior to receipt of bids.
 - c. Bid Bond, Public Construction Bond, Payment Bond and Warranty Bond
 - d. Insurance Certificate(s)
 - e. Project Forms
2. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract, now on file in the Office of the Clerk of the Circuit Court at the Flagler Courthouse, Bunnell, Florida, described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.
3. The **CONTRACTOR** agrees to commence the work to be done under this Contract on the date to be specified in the Notice to Procure and fully complete all work hereunder within One Hundred Fifty (150) calendar days from the date set forth in the Notice-to-Proceed as completion date.
4. The **COUNTY** agrees to pay the **CONTRACTOR** for the faithful performance under this Contract the approximate amount of one million nine hundred eighty five thousand fifty five dollars and zero cents (\$ 1,985,055.00) based on the estimated quantities and unit or lump sum prices contained herein and subject to additions or deductions as herein provided.

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Gail Wadsworth, Clerk of the Circuit
Court & Comptroller

Frank Meeker, Chairman

SEAL:

APPROVED-AS-TO-FORM

County Attorney

ATTEST:

CONTRACTOR:

BY: _____
(Signature)

BY: _____
(Signature)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

CORPORATE SEAL:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 13**

SUBJECT: Approve a Sole-Source Technical Service Support Agreement for Onsite Comprehensive and Preventative Maintenance of LifePak Equipment to Physio-Control, Inc. in the Amount of \$25,438.00 Annually for a Term of Three (3) Years.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Flagler County Fire Rescue deploys sixteen (16) "LIFEPAK 15" portable EKG machines and seven (7) Automatic External Defibrillators in the field. These machines are high tech computerized devices that must be maintained by certified professionals. The Technical Service Support Agreement provides comprehensive and preventative maintenance on the hardware and software of each machine. These machines are capable of providing a 12 lead EKG, the same as the hospital, and can transmit the EKG to the hospital directly. The machine also provides blood pressure, capnography, pulse rate and oxygen levels. The machines are vital life saving equipment used by paramedics.

Physio-Control, Inc. is the sole provider for the maintenance services and has been for many years. In the past, the agreements were renewed each year as routine business. This year, staff decided to enter into a three (3) year agreement with Physio-Control, Inc. in order to receive a 15% discount each year saving a total of \$13,206.00 over the three years.

Purchasing staff has confirmed that Physio-Control, Inc. is the proprietary vendor. Therefore, the competitive bidding is waived.

FUNDING INFORMATION: Funding is appropriated in the Fire Services budget in account. The expenditures will be paid from 001-3815-522.46-30.

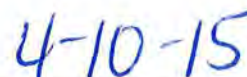
DEPT./CONTACT/PHONE #: Purchasing, Kris Collora, 386-313-4062
Fire Rescue, Don Petito, 386-313-4255

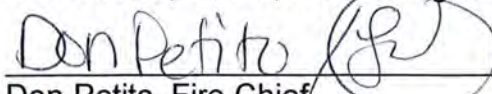
RECOMMENDATIONS: Request the Board approve a sole-source technical service support agreement for onsite comprehensive and preventative maintenance of LifePak equipment with Physio-Control, Inc. in the amount of \$25,438.00 annually for a term of three (3) years and authorize the Chair to execute the contract as approved by the County Attorney.

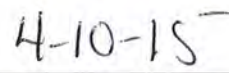
ATTACHMENTS:

- 1. Technical Service Support Agreement


Kris Collora, CPPB, Purchasing Manager


Date


Don Petito, Fire Chief


Date


Craig M. Coffey, County Administrator


Date

TECHNICAL SERVICE SUPPORT AGREEMENT



Contract Number:

End User # 00131402
FLAGLER CTY EMERGENCY SVCS
1769 E MOODY BLVD
BLDG 3
BUNNELL, FL 32110

Bill To # 00131402
FLAGLER CTY EMERGENCY SVCS
1769 E MOODY BLVD
BLDG 3
BUNNELL, FL 32110

This Technical Service Support Agreement begins on 5/2/2015 and expires on 5/1/2018.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions on the reverse side of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Physio-Control's Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$76,314.00 per term, payable in Annual installments.

Special Terms

15% DISCOUNT ON ACCESSORIES
15% DISCOUNT ON ALL ELECTRODES

Accepted: Physio-Control, Inc.

Customer: Flagler County Board of County Commissioners

By: _____

By: _____

Title: _____

Print: Frank Meeker

Date: _____

Title: Chairman

Date: _____

Purchase Order Number: _____

Territory Rep: EAVV54
Chad Weakley
Phone: 800-442-1142-2440
FAX: 800-772-3340

Customer Contact: Chief Don Petito
Phone: 386-313-4255
Email: dpetito@flaglercounty.org

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Customer's signature on this Agreement or a valid purchase order referencing this Technical Service Support Agreement is required prior to Physio-Control's acceptance and performance of this Agreement. This Agreement covers only the equipment listed on Schedule A ("Covered Equipment"). These terms constitute the complete agreement between the parties and they shall govern over any other documents, including Customer's purchase order. These terms may not be revised in any manner without the prior written consent of Physio-Control.

SERVICES. The Services provided under this Agreement are set forth on Schedule A. Physio-Control strives, but does not guarantee, to return service calls within two (2) hours and to resolve service issues within twenty-four (24) hours. Following Services, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following Services are available and further described as they relate to each specific Physio-Control device on Schedule B:

"Repair Plus Service" or "Repair Only Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions (as set forth below).

"Preventative Maintenance" or "Inspection Only Service" means inspection and adjustment to maintain Covered Equipment in satisfactory operating condition. Inspections include tests, measurements, and a thirty-point evaluation of Covered Equipment. Covered Equipment is properly calibrated, mechanical operations are checked and adjusted, if necessary, and output measurements are verified to function properly. Electrical safety checks are also performed in accordance with National Fire Protection Association (NFPA) guidelines. Preventative Maintenance and Inspection Only Service are subject to Exclusions.

"Comprehensive Service" or "Repair & Inspect Service" means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines, and Updates (as set forth below), subject to Exclusions.

"Battery Replacement Service" means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of: (i) battery failure as determined by Customer's performance testing and evaluation in accordance with the applicable Operating Instructions; or (ii) as recommended in the applicable device's Operating Instructions.

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer's receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery being replaced, Physio-Control will invoice Customer the then-current rate for the replacement battery.

"On-Site Service" means that a Physio-Control factory-trained technician will provide Services at Customer's location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday, excluding holidays. Customer is to ensure Covered Equipment is available for Services at scheduled times. Some Services may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated facility for repair.

"Ship-In Service" means that Services will be performed at Physio-Control's designated facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated facility for Services.

If Covered Equipment is not available when Services are scheduled or Customer requests services or goods not covered by this Agreement or outside of designated Services frequency or hours, Physio-Control will charge Customer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel costs in addition to the contract price. Repair parts required for such repairs will be made available at 15% off the then-current list price.

EXCLUSIONS. Unless otherwise specified, Services do not include the following Exclusions:

- supply or repair of accessories or disposables
- repair of damage caused by misuse, abuse, abnormal operating conditions, operator errors, acts of God, and use of batteries, electrodes, or other products not distributed by Physio-Control
- case changes
- repair or replacement of items not originally distributed or installed by Physio-Control
- Upgrades, and installation of Upgrades
- battery maintenance, performance testing, evaluation, removal, and recycling

LOANERS. If Covered Equipment must be removed from use to complete Services, Physio-Control will strive to provide Customer with a similar loaner device until the Covered Equipment is returned. Customer assumes complete responsibility for the loaner and shall return the loaner at Customer's expense to Physio-Control in the same condition as received, upon the earlier of the return of the

removed Covered Equipment or Physio-Control's request.

UPDATES. "Update" means a change to a device to enhance its current features, stability, or software. If Comprehensive Service or Repair & Inspect Service is designated for Covered Equipment on Schedule A, Physio-Control will install Updates at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. Updates installed on Covered Equipment designated on Schedule A as Repair Plus Service, Repair Only Service, Preventative Maintenance Service, Inspection Only Service, or at a time other than regularly scheduled Comprehensive Service or Repair & Inspect Service, will be billed on a separate invoice at 20% off the then-current list price of the Update. For all Service plans, if parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

UPGRADES. "Upgrade" means a major, standalone version of software or the addition of features or capabilities to a device. For all Service plans, Upgrades must be purchased separately and are not provided under this Agreement. Upgrades are available at a rate of 17% off the then-current list price.

PRICING. Pricing is set forth on the first page of this Agreement, on the Quote for Services, and/or on the Invoice for the Services purchased. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and Services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Preventative Maintenance Service, Inspection Only Service, Comprehensive Service, and Repair & Inspect Service, no pricing deduction will be made for removal of Covered Equipment if preventative maintenance and inspection have already been performed during the Term and no further preventative maintenance and inspection are scheduled to occur. Discounts may not be combined with other special terms, discounts, and/or promotions.

PAYMENT. Payment is due within thirty (30) days of invoice date.

WARRANTY. Physio-Control warrants Services performed under this Agreement and repair/replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date Services were performed or a repair/replacement part was provided. Customer's sole remedy shall be reservicing the affected Covered Equipment and/or replacement of any part determined to be defective, without additional charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.**

TERM. The Term of this Agreement is set forth on the first page of this document, or in the Quote and/or Invoice for the Services purchased. This Agreement shall automatically renew unless terminated by either party with written notice thirty (30) days prior to the expiration of the then-current Term. Prices are subject to change upon renewal.

TERMINATION. Either party may terminate this Agreement for material breach by the other party by providing thirty (30) days' written notice to the other party, and provided such breach is not cured within the notice period. In addition, either party may terminate this Agreement at any time upon sixty (60) days' prior written notice to the other party. In the event of such early termination by Customer, Customer shall be responsible for the portion of the designated price which corresponds to the portion of the Term prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered during the Term.

DELAYS. Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

DEVICE INSPECTION BEFORE ACCEPTANCE. Any device that is not covered by either a Physio-Control Limited Warranty or a current Physio-Control Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at customer's cost at the then-current list prices prior to being covered under a Technical Service Support Agreement. Physio-Control reserves the right to refuse to support any device that has been remanufactured by a company other than Physio-Control.

MISCELLANEOUS. (a) During the Term of this Agreement and for one (1) year following its expiration, without Physio-Control's prior written consent, Customer agrees to not to solicit or offer employment to anyone who is employed by Physio-Control to provide Services such as those described in this Agreement; (b) this Agreement, and any related obligation of other party, may not be assigned in whole or in part without the prior written consent of the other party; (c) this Agreement shall be governed by the laws of the State in which the Services are provided; (d) all costs and expenses incurred by the prevailing party related to the enforcement of its rights under this Agreement, including reasonable attorney's fees, shall be reimbursed by the other party.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE A

Contract Number:

Servicing Rep: Chad Weakley, EAVV54
 District: SOUTHEAST
 Phone: 800-442-1142-2440
 FAX: 800-772-3340

Equipment Location: FLAGLER CTY EMERGENCY SVCS, 00131402
 1769 E MOODY BLVD
 BLDG 3
 BUNNELL, FL 32110

Scope Of Service On Site Comprehensive Coverage

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK@ 15	V15-2-001566	40408162	1	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40408166	2	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40408167	3	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40408171	4	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416683	5	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416684	6	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416685	7	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416686	8	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416687	9	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416688	10	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416689	11	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416690	12	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416692	13	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416693	14	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40408102	15	5/2/2015	5/1/2018	3
LIFEPAK@ 15	V15-2-001566	40416697	16	5/2/2015	5/1/2018	3

Scope Of Service On Site Preventative Maintenance

Model	Part Number	Serial Number	Ref. Line	Effective Date	Expiration Date	Total Inspections
LIFEPAK@1000	320371500245	40418668	17	5/2/2015	5/1/2018	3
LIFEPAK@1000	320371500245	40418669	18	5/2/2015	5/1/2018	3
LIFEPAK@1000	320371500245	40418670	19	5/2/2015	5/1/2018	3
LIFEPAK@1000	320371500245	40418671	20	5/2/2015	5/1/2018	3
LIFEPAK@1000	320371500245	40418673	21	5/2/2015	5/1/2018	3
LIFEPAK@1000	320371500245	40418674	22	5/2/2015	5/1/2018	3
LIFEPAK@1000	320371500245	40418675	23	5/2/2015	5/1/2018	3

** Denotes an inventory line that has changed since the last contract revision or addendum.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 15 Monitor/Defibrillator Services

LIFEPAK® 15 Monitor/Defibrillator Comprehensive Service

- Inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- Standard detachable hard paddles repair or replacement
- REDI-CHARGE® battery charger (Catalog# 11141-000115) repair or replacement of one for each LIFEPAK 15 Monitor/Defibrillator listed in Schedule A and as determined necessary by Physio-Control
- Power Adapter repair or replacement
- Battery Replacement Service
- o For each LIFEPAK 15 listed on Schedule A, replacement of up to three (3) LIFEPAK Lithium-ion batteries in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 15 Monitor/Defibrillator Preventative Maintenance Service

- Inspections at intervals set forth on Schedule A
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

PHYSIO-CONTROL, INC.
TECHNICAL SERVICE SUPPORT AGREEMENT
SCHEDULE B

LIFEPAK® 1000 Automated External Defibrillator Services

LIFEPAK® 1000 AED Comprehensive Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 1000 Defibrillator Battery Charger repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at no additional cost, provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 1000 AED Repair Plus Service

- Parts and labor necessary to restore device to original specifications, subject to Exclusions
- QUIK-COMBO® Patient Simulator repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- LIFEPAK 1000 Defibrillator Battery Charger repair or replacement of one for each LIFEPAK 1000 AED listed on Schedule A and as determined necessary by Physio-Control
- Battery Replacement Service
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price.

LIFEPAK® 1000 AED Preventative Maintenance Service

- Preventative maintenance and inspections at intervals set forth on Schedule A
- Battery Replacement Service
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure; or
 - o For each LIFEPAK 1000 AED listed on Schedule A, replacement of up to one (1) LIFEPAK 1000 Defibrillator non-rechargeable battery pak in accordance with the device Operating Instructions, or upon battery failure
- Updates installed at 20% off the then-current list price provided such Updates are installed at the time of regularly scheduled Services. If parts must be replaced to accommodate installation of new software, such parts may be purchased at a rate of 30% off the then-current list price

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 14a**

SUBJECT: Approval of a Resolution Opposing Legislation Seeking to Increase Weight Limits of Semi-Trucks.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: At the April 6, 2015 Workshop, staff brought forward their concerns regarding a bill currently in Congress seeking to increase the weight limits of oversized trucks and the negative impact this type of change would have on Flagler County and its residents. Typically we avoid involvement in federal legislation but this appears to be an important safety technical issue of non-partisan nature.

According to the National Highway safety Administration, large trucks have a fatal crash involvement rate 40 percent higher than passenger vehicles. Allowing heavier, longer trucks endangers drivers and residents and denigrates our roadways and bridges more rapidly. Additionally, in Florida with our large senior population and the increased presence of bikers and tourist this could make the safety effects even more dangerous

Staff would send the attached letter along with copy of the resolution to Representative DeSantis expressing Flagler County's concerns urging him to consider the safety of our resident and the impact these larger trucks will have on roads.

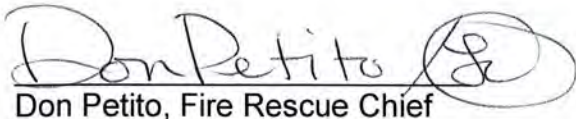
FUNDING INFORMATION: None

DEPT./CONTACT/PHONE #: Don Petito, Fire Rescue Chief, (386) 313-4200

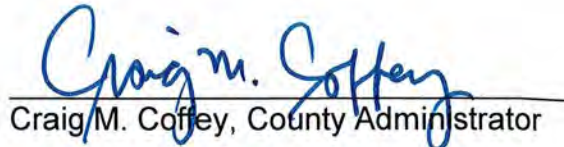
RECOMMENDATIONS: Request the Board approve the Resolution Opposing Legislation seeking to increase weight limits of Semi-Trucks.

ATTACHMENTS:

- 1. Resolution 2015 - ____
- 2. Letter Opposing sent to Representative Ron DeSantis – April 6, 2015


Don Petito, Fire Rescue Chief

4/10/15
Date


Craig M. Coffey, County Administrator

10 april 2015
Date

RESOLUTION 2015-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA OPPOSING LEGISLATION SEEKING TO INCREASE WEIGHT LIMITS OF SEMI-TRUCKS

WHEREAS, Flagler is concerned with the welfare of motorists and the quality and reliability of our nation's infrastructure; and

WHEREAS, according to the National Highway Safety Administration, large trucks have a fatal crash involvement rate 40 percent higher than that of passenger vehicles; and

WHEREAS, allowing heavier or longer trucks to operate on the National highways would threaten the safety of motorists as well as law enforcement officers due to their being more difficult to control due to their increased size and weight limits, as well as take more time and longer distances to stop, thereby increasing crash severity; and

WHEREAS, in Florida there were 5,464 injuries and 209 fatalities in 2013 involving semi-trucks; and

WHEREAS, every crash imposes both human and economic costs, as well as significant clean-up burden requiring hundreds of man hours yearly and impeding other highway traffic; and

WHEREAS, 17% of commercial vehicles inspected are taken out of service for mechanical problems which most commonly are brake issues; and

WHEREAS, trucks needing brake repairs are 1.8 times more likely to be assigned the responsibility for crashes in which they are involved; and

WHEREAS, heavy vehicles create additional pavement and sub-base considerations at time of construction in order to reduce asphalt shoving, rutting and surface movement caused by these vehicles; and

WHEREAS, more than half the bridges on the National Highway System are more than 40 years old with nearly 17% of bridges in Florida being rated as structurally deficient or functionally obsolete; and

WHEREAS, nearly 15% of bridges in Flagler County are either structurally deficient or functionally obsolete; and

WHEREAS, it is understood that the ongoing United States Department of Transportation Truck Size and Weight Study will not consider impacts on local roads; and

WHEREAS, trucks heavier than 80,000 pounds also raise concerns related to the Nation's deteriorating infrastructure because they are likely to accelerate the deterioration of road surfaces and bridges; and

WHEREAS, government highway cost allocation studies have shown that the highway taxes being paid by the heavy truck owner/operators is only 80% of the actual cost of roadway infrastructure repairs caused by these vehicles; and

WHEREAS, government highway cost allocation studies show that increases in truck sizes and weights would exacerbate the existing underpayment by heavy truck owner/operators to only 50% of the actual cost of roadway infrastructure repairs caused by these vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Flagler County Board of County Commissioners do hereby oppose any increase in truck sizes or weight limits for road vehicles.

ADOPTED this 20th day of April, 2015.

**Board of County Commissioners
Flagler County, Florida**

Frank J. Meeker
Chairman

ATTEST:

Gail Wadsworth, Clerk of the Circuit Court
And Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney

**Board of County
Commissioners**

1769 E. Moody Blvd Bldg 2
Bunnell, FL 32110



**FLAGLER
COUNTY**
FLORIDA

www.flaglercounty.org

Phone: (386)313-4001

Fax: (386)313-4101

April 6, 2015

The Honorable Ron DeSantis
U.S. House of Representatives
308 Cannon House Office Building
Washington, DC 20515

Dear Representative DeSantis:

As local government leaders for Flagler County, we are concerned about the legislation currently in Congress, which seeks to increase the weight limits of semi-trucks from 80,000 to 97,000 pounds on the National Highway System. Our first responders believe this increased weight limit creates a safety risk for the motorist they are sworn to protect, as well as further damaging our infrastructure.

In Flagler County, our primary concern and first priority is for the safety of our citizens. Our local roads and bridges can barely handle the current truck weight of 80,000 pounds, much less a 17,000-pound increase. With Interstate 95 and US 1 traversing our county, we see a significant amount of large truck traffic in our area. Please remember that these large trucks do not only operate on the Federal system, but also make their way onto our State and local roads. The increased dangers that would arise if truck weights were raised are dangers I certainly hope we will not have to endure.

We understand that the USDOT was mandated by Congress to study the impacts that bigger and heavier trucks will have on the roads. While I am sure this study, due back in November of this year, should give further insight into the issue, we are concerned with potential flaws in the study. We understand that the data being gathered to analyze truck crash statistics has been volunteered by the same trucking companies who are proponents of the weight increase legislation. On the other side of the spectrum, data from officials and first responders will not be included in the USDOT study. This could definitely cause the study to be incomplete and somewhat biased. We ask you to please consider this when reviewing the results of the study and oppose any increases to truck sizes or weight limits.

Thank you for your attention to this very important public safety issue.

Sincerely,

Charles Ericksen, Jr.
Vice-Chairman

Charles Ericksen, Jr.
District 1

Frank Meeker
District 2

Barbara Revels
District 3

Nate McLaughlin
District 4

George Hanns
District 5

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 14b

SUBJECT: Approval of the Resolution that Supports Establishing a 3% Cap on Growth in Individual County Medicaid Costs Under Section 409.915, F.S.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Staff is seeking approval of a resolution supporting a 3% cap on the growth in Medicaid cost and transmittal of a resolution to our legislators seeking their support. Florida counties have been required to participate in Medicaid cost-sharing with the state since 1972. In 2013, SB 1520 eliminated the time consuming monthly billing process of reviewing each record to confirm county of residence and maximum number of days eligible for the county to reimburse Medicaid and replaced it with a formula-based county Medicaid contribution. For the first two years of the formula-based contribution, each county's percentage share of the total county contribution has been fixed in statute. Beginning in FY15-16, the percentage shares for counties will begin a 4-year transition period to a formula based on each county's share of the state's Medicaid enrollees. Some counties will see their costs go down or remain stable, while others will experience significant and possible unsustainable, growth in these costs. Flagler County is expected to see a growth rate of 6.16%.

Florida Association of Counties (FAC) estimates that a 3% growth cap will reduce the FY15-16 total county contribution by approximately 1.6% or \$4.6 million. The attached resolution supports the FAC recommendation of establishing a reasonable annual growth rate cap of 3% to protect those counties that are disproportionately affected.

FUNDING INFORMATION: A 3% capped rate would save Flagler County \$34,728 (AC# 001-2700-561-31.60)

DEPT./CONTACT/PHONE #: Craig M. Coffey, County Administrator (386) 313-4001

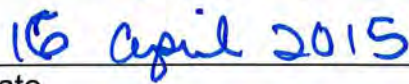
RECOMMENDATIONS: Request the Board approve and authorize the execution of the Resolution supporting the establishment of a 3% cap on growth to individual county Medicaid costs under Section 409.915, F.S. and authorization to transmit.

ATTACHMENTS:

1. Resolution
2. FAC Position Paper and Medicaid Cost Projections



Craig M. Coffey, County Administrator



Date

RESOLUTION NO. 2015 - ____**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, URGING THE FLORIDA'S GOVERNOR AND LEGISLATURE TO ESTABLISH A THREE PERCENT CAP IN GROWTH OF COUNTY MEDICAID CONTRIBUTIONS.**

WHEREAS, Florida counties have been required to participate in a Medicaid cost-sharing relationship with the state since 1972; and

WHEREAS, during the 2013 Legislative Session, SB 1520 passed changing the way counties are charged for their portion of costs – eliminating the monthly billing process and establishing a formula-based county Medicaid contribution; and

WHEREAS, for the two years following the passage of SB 1520, the total county contribution and each county's percentage share of the total county contribution have been fixed in statute; and

WHEREAS, beginning in FY 2015-16, the individual county percentage shares will begin a four-year transition period to an enrollment based formula, after which each county's share will be based solely on each its respective share of the state's Medicaid enrollees; and

WHEREAS, this formula shift has a significant range of impact on the 67 counties, some of which will see their costs go down or remain relatively stable over the transition period, while others are expected to experience significant, and unsustainable, growth in their mandatory Medicaid costs; and

WHEREAS, Flagler County, with an estimated Medicaid contribution growth rate of 6.16%, will end up shouldering too large a burden particularly during the transition period; and

WHEREAS, the Florida Association of Counties supports establishing an annual growth rate cap of three percent (3%) to protect those counties that are disproportionately affected.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, that:

The County of Flagler supports establishing a 3% cap on growth in individual county Medicaid costs under Section 409.915, F.S., to address the anticipated cost shifts that result from the transition to a Medicaid enrollee based cost-sharing system.

PASSED AND ADOPTED by the Flagler County Board of County Commissioners, duly assembled at the Flagler County Government Services Building in Bunnell, Florida this 20th day of April, 2015.

**BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA**

ATTEST:

BY: _____
FRANK J. MEEKER, Chairman

GAIL WADSWORTH, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney



FAC Position

SUPPORT establishing a cap on growth in individual county Medicaid costs under sec. 409.915, F.S., to address the anticipated cost shifts that result from the transition to a Medicaid enrollee based cost-sharing system.

Background

Florida counties have been required to participate in some sort of Medicaid cost-sharing relationship with the state since 1972. During the 2013 Legislative Session, legislation passed significantly changing the way counties are charged for their portion of costs. More specifically, SB 1520 eliminated the monthly billing process and established a formula-based county Medicaid contribution. For the two years following the passage of SB 1520, the total county contribution and each county's percentage share of the total county contribution have been fixed in statute. Beginning in FY 2015-16, however, the individual county percentage shares will begin a four-year transition period after which each county's share will be based solely on each its respective share of the state's Medicaid enrollees. Some counties will see their costs go down over or remain relatively stable over the transition period, while others are expected to experience significant, and possibly unsustainable, growth in their mandatory Medicaid costs.

The 2013 legislative changes brought about many improvements to the county-state Medicaid cost sharing relationship; however, a number of Florida counties will end up shouldering too large a burden, particularly during the transition period. Thus, FAC supports the establishment of a reasonable annual growth rate cap of three percent to protect those counties that are disproportionately affected. FAC estimates that a three percent growth cap will only reduce the FY 15-16 total county contribution of \$280.7 million by approximately 1.6 percent, which amounts to \$4.6 million.

County Medicaid Cost Share: Counties with Growth Exceeding Three Percent

County	Growth Rate (FY 14-15 to FY 15-16)
SANTA ROSA	69.03%
LAFAYETTE	44.49%
HENDRY	40.67%
HARDEE	37.66%
MARTIN	29.28%
PUTNAM	27.12%
MADISON	25.25%
SUMTER	24.98%
BAY	22.77%
HAMILTON	20.34%
GULF	18.19%
JACKSON	16.95%
OKALOOSA	16.19%
WASHINGTON	15.77%
SUWANNEE	14.23%
MONROE	13.83%
BAKER	12.63%
BRADFORD	11.06%
LEE	10.65%
NASSAU	10.08%
GADSDEN	8.67%
MARION	8.31%
INDIAN RIVER	7.89%
HIGHLANDS	7.83%
CITRUS	6.66%
ST. LUCIE	6.58%
HOLMES	6.52%
VOLUSIA	6.46%
CHARLOTTE	6.37%
CLAY	6.37%
FLAGLER	6.16%
ALACHUA	5.80%
ESCAMBIA	5.22%
DESOTO	4.83%
OSCEOLA	4.41%
UNION	3.98%
Total County Medicaid Contribution Growth (for reference)	1.37%
Total State Medicaid Expenditures Growth (for reference)	2.7%

0.03

#	County	FY 2014-15	FY 2015-16	% Change	"Capped" FY 2015-16	FY 2015-16 State
		Medicaid Cost	Medicaid Cost		Medicaid Cost	Subsidy
1	ALACHUA	3,539,711	3,745,711	5.82%	3,645,903	99,808
2	BAKER	320,341	363,100	13.35%	329,951	33,148
3	BAY	1,681,892	2,063,732	22.70%	1,732,348	331,384
4	BRADFORD	496,957	553,811	11.44%	511,866	41,946
5	BREVARD	6,845,598	6,938,878	1.36%	6,938,878	-
6	BROWARD	25,560,347	25,590,967	0.12%	25,590,967	-
7	CALHOUN	231,849	238,034	2.67%	238,034	-
8	CHARLOTTE	1,602,129	1,705,672	6.46%	1,650,193	55,479
9	CITRUS	1,837,336	1,959,431	6.65%	1,892,456	66,975
10	CLAY	1,757,868	1,869,548	6.35%	1,810,604	58,943
11	COLLIER	3,214,776	3,170,510	(1.38%)	3,170,510	-
12	COLUMBIA	1,544,269	1,491,549	(3.41%)	1,491,549	-
13	DADE	52,222,044	52,400,357	0.34%	52,400,357	-
14	DESOTO	463,938	485,407	4.63%	477,856	7,551
15	DIXIE	271,461	276,188	1.74%	276,188	-
16	DUVAL	14,782,634	14,975,120	1.30%	14,975,120	-
17	ESCAMBIA	4,472,274	4,706,766	5.24%	4,606,442	100,324
18	FLAGLER	1,100,579	1,168,325	6.16%	1,133,596	34,728
19	FRANKLIN	251,123	186,663	(25.67%)	186,663	-
20	GADSDEN	661,520	717,854	8.52%	681,366	36,488
21	GILCHRIST	215,741	219,451	1.72%	219,451	-
22	GLADES	152,383	144,655	(5.07%)	144,655	-
23	GULF	210,325	247,975	17.90%	216,635	31,340
24	HAMILTON	206,509	248,429	20.30%	212,705	35,724
25	HARDEE	304,067	417,549	37.32%	313,189	104,360
26	HENDRY	452,535	638,464	41.09%	466,111	172,353
27	HERNANDO	2,388,108	2,145,496	(10.16%)	2,145,496	-
28	HIGHLANDS	1,296,147	1,399,910	8.01%	1,335,031	64,879
29	HILLSBOROUGH	19,259,474	19,659,877	2.08%	19,659,877	-
30	HOLMES	280,258	297,997	6.33%	288,666	9,331
31	INDIAN RIVER	1,100,701	1,187,402	7.88%	1,133,722	53,680
32	JACKSON	605,327	705,362	16.53%	623,486	81,876
33	JEFFERSON	229,060	225,386	(1.60%)	225,386	-
34	LAFAYETTE	38,989	57,550	47.60%	40,159	17,391
35	LAKE	4,224,657	4,157,538	(1.59%)	4,157,538	-
36	LEE	6,956,928	7,696,776	10.63%	7,165,635	531,140
37	LEON	2,573,856	2,607,942	1.32%	2,607,942	-
38	LEVY	709,008	699,014	(1.41%)	699,014	-
39	LIBERTY	139,193	127,806	(8.18%)	127,806	-
40	MADISON	237,980	297,940	25.20%	245,120	52,820
41	MANATEE	4,494,739	4,541,937	1.05%	4,541,937	-
42	MARION	4,513,822	4,886,221	8.25%	4,649,236	236,985
43	MARTIN	976,542	1,264,408	29.48%	1,005,838	258,570
44	MONROE	725,960	825,686	13.74%	747,739	77,948
45	NASSAU	664,051	733,082	10.40%	683,973	49,109
46	OKALOOSA	1,569,321	1,826,068	16.36%	1,616,401	209,667
47	OKEECHOBEE	649,862	666,610	2.58%	666,610	-
48	ORANGE	18,507,844	18,768,639	1.41%	18,768,639	-
49	OSCEOLA	4,468,411	4,666,551	4.43%	4,602,463	64,088
50	PALM BEACH	16,340,058	16,569,566	1.40%	16,569,566	-
51	PASCO	6,624,921	6,371,265	(3.83%)	6,371,265	-
52	PINELLAS	18,407,041	16,254,661	(11.69%)	16,254,661	-
53	POLK	10,091,364	9,894,712	(1.95%)	9,894,712	-
54	PUTNAM	1,156,134	1,471,670	27.29%	1,190,818	280,852
55	ST. JOHNS	1,272,486	1,290,861	1.44%	1,290,861	-
56	ST. LUCIE	3,198,290	3,406,642	6.51%	3,294,239	112,403
57	SANTA ROSA	1,278,958	2,160,794	68.95%	1,317,327	843,467
58	SARASOTA	3,406,616	3,085,152	(9.44%)	3,085,152	-
59	SEMINOLE	4,818,665	4,275,160	(11.28%)	4,275,160	-
60	SUMTER	604,680	755,628	24.96%	622,820	132,808
61	SUWANNEE	697,040	794,914	14.04%	717,951	76,962
62	TAYLOR	284,769	281,820	(1.04%)	281,820	-
63	UNION	207,946	217,895	4.78%	214,184	3,710
64	VOLUSIA	6,366,549	6,779,901	6.49%	6,557,545	222,356
65	WAKULLA	285,076	281,203	(1.36%)	281,203	-
66	WALTON	633,408	564,501	(10.88%)	564,501	-
67	WASHINGTON	315,553	363,672	15.25%	325,019	38,653
		277,000,000	280,789,360		276,160,114	4,629,246

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 14c**

SUBJECT: Approval of the Resolution to Change the Name of the Flagler County Airport to Flagler Executive Airport.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: During February of 1947, the Board of County Commissioners of Flagler County, Florida accepted the Bunnell Navy Airfield from the War Assets Administration under the Surplus Property Act of 1944. Early documents pertaining to the airport show the name, "Bunnell Airport," and it is not known when the name officially changed to the Flagler County Airport. By 1987 however, the first Airport Master Plan was conducted for the Flagler County Airport.

In 2006, Flagler County was estimated to be the fastest growing county in the United States. With this growth, the demand for general aviation services at the Flagler County Airport was increasingly apparent, most notably, the level of operations and based aircraft on the Airport. Both had risen commensurately with the robust socio-economic activity in the County. Since that time, the Flagler County Board of County Commissioners and staff have made great strides in improving the safety and efficiency of the Airport.

The Flagler County Airport is the second busiest General Aviation (GA) airport in the state of Florida and fourth busiest in the country with a Federal Contract Tower. The Airport fulfills a vital role for flight training and business activity as well as for recreational and sport aviation activities. The airport is home to twenty-six businesses. Additionally, the airport serves as a primary "outlying field" for flight training for a number of flight schools in the local area. The Airport accommodates transient military operations, which account for approximately 5 per cent of the total annual activity. Combined with an ever-increasing number of corporate jet and turbo-prop traffic operations from vacationers, developers and business travelers in general, the airport's 170,000 average operations per year are remarkable for a GA airport environment.

Since 2009, the Flagler County Airport has completed, or is in process of completing, \$22 million of capital improvements ranging from the construction of an Air Traffic Control Tower, the taxiway rehabilitation program, runway safety area improvements, and acquisition of property and facilities.

On November 13, 2014, the airport identifier for the Flagler County Airport was officially changed from KXFL to KFIN. This change does not mean much to the public, but it does to pilots utilizing the airport for the first time. The "X" in the identifier gives the sigma that the airport is a rural, out-of-the-way airport that may not provide adequate aircraft services.

The Flagler County Airport continues to be a self-sustaining enterprise fund through these trying economic times while still making significant improvements to the airport. Through strategic planning and careful lease negotiations, the airport is set for continued success as more businesses and tenants come to Flagler County. The name change to Flagler Executive Airport is indicative of the transition to serving more corporate tenants and visitors and the expansion of the airport and the services provided by the County-operated Fixed Based Operator (FBO).

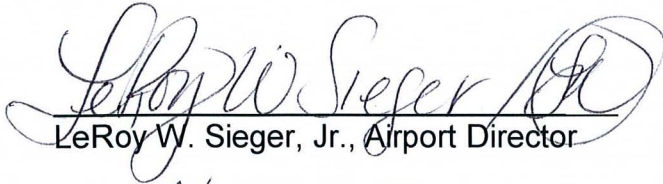
FUNDING INFORMATION: None

DEPT./CONTACT/PHONE #: Airport Director, Roy Sieger, 437-0401

RECOMMENDATIONS: Request the Board approve the Resolution changing the name of Flagler County Airport to Flagler Executive Airport and authorize the Airport Director to initiate and take action as appropriate in order to effectuate this name change.

ATTACHMENTS:

1. Resolution


LeRoy W. Sieger, Jr., Airport Director

4-16-15

Date


Craig M. Coffey, County Administrator

16 April 2015

Date

Resolution 2015 - ____

A RESOLUTION CHANGING THE NAME OF FLAGLER COUNTY AIRPORT TO FLAGLER EXECUTIVE AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during February 1947, the Board of County Commissioners of Flagler County, Florida accepted the Bunnell Navy Airfield from the War Assets Administration, under the Surplus Property Act of 1944; and

WHEREAS, the Board of County Commissioners of Flagler County, Florida is the owner and operator of the Flagler County Airport; and

WHEREAS, over the past sixty-eight years there has been significant improvements made to the Flagler County Airport; and

WHEREAS, Flagler County Airport is one of the busiest general aviation airports in the Country and home to twenty-six businesses; and

WHEREAS, the name change to Flagler Executive Airport is indicative of the transition to serving more corporate tenants and visitors and the expansion of services provided by the County-operated Fixed Base Operator (FBO); and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the citizens of Flagler County to approve the name change which will help promote economic development and improve the image of the airport through name recognition.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Flagler County, Florida, as follows:

Section 1 . The Flagler County Airport is hereby renamed, “ Flagler Executive Airport.”

Section 2. This Resolution shall become effective upon adoption and approval.

ADOPTED and APPROVED this 20th day of April, 2015 by the Board of County Commissioners, Flagler County.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**

ATTEST:

Gail Wadsworth, Clerk of the Circuit
Court & Comptroller

Frank J. Meeker, Chairman

Date: _____

APPROVED AS TO FORM:

Al Hadeed, County Attorney

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 15**

SUBJECT: Approval of an Interlocal Agreement between the Flagler County Board of County Commissioners and the County Council of Volusia County to Expand Volusia County's Service Area to Provide Water, Wastewater and Reclaimed Water Services.

DATE OF MEETING: April 20, 2015

OVERVIEW/SUMMARY: Flagler County and Volusia County have been working cooperatively since 1994 to provide water, wastewater and reclaimed water services to customers in both Flagler and Volusia Counties.

- **February 1994** Flagler County and Volusia County entered into an Interlocal Agreement which delineated the limits of the Volusia County utility service area within Flagler County. This area consisted of Sugar Mill Plantation, Fairchild Oaks and Plantation Oaks subdivisions, and established Flagler County's utility service area east of I-95 titled Bulow Service Area.
- **April 2006** both parties entered into an Interlocal Agreement that established the service boundaries of the Bulow Utility District (aka Eagle Lakes) and reaffirmed the services and mutual promises of the 1994 agreement as well as added emergency interconnect provisions.
- **August 2014** in a subsequent and specific Interlocal Agreement that implemented ongoing emergency water service for the Eagle Lakes Subdivision.

Since 1994, Volusia County utilities have served three subdivisions in Flagler County: Fairchild Oaks, Plantation Oaks and Sugar Mill. Volusia County provides water and wastewater service to two of three of those developments with Sugar Mill only receiving water service. They have provided quality service at very good rates to Flagler County residents for over 20 years. Per the terms of the 1994 agreement, all utility customers pay the same utility rates whether they are a Volusia or Flagler County resident. This is identical to the way we provide the service in Volusia County and is what we agreed to as part of the acquisition of the Plantation Bay System. They have not required mandatory hook-ups of development not on wastewater.

As the area has developed further over the years, both parties have recognized that there are opportunities for the two counties to further work together for the mutual benefit of residents in both counties. For example, Flagler County has acquired the Eagle Lakes Plant (Bulow Service Area) in 2009 and more recently the Plantation Bay System in 2013 in conjunction with the City of Bunnell. Eagle Lakes has since developed its first platted phase, and Palm Coast has taken part of what was originally planned as the Bulow Service Area. In Volusia the utility picture has become clearer also as various developments have been annexed and will be served by local cities like the City of Ormond Beach.

Both parties recognize the desirability and the need to provide water, wastewater, and reclaimed water services within Flagler County and Volusia County in a manner that is economical, based on sound engineering principles, and consistent with local, state, and federal regulations, and which promotes conservation of local natural resources. This Interlocal Agreement simply amends the areas of the two previous Interlocal Agreements to accomplish this goal, allowing Volusia County to potentially serve these areas with their existing capacity and 10-inch water main and 8-inch sewer main nearby.

The development that Volusia County Utilities could potentially service include Old Kings Village (232 units), Polo Club West (34 lots), Sweetbottom Subdivision (15 lots Flagler County owned) and the Flagler County owned passive park and recreation tract to the north of the above mentioned sites. Old Kings Village is the one development that has to be served for density reasons. The other developments are very rural in nature and may not be necessary to be served unless environmental or safety issues warrant connection in the future, although in all the development approvals, the Board required a connection to public utilities if and when they become available.

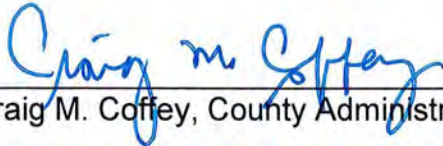
FUNDING INFORMATION: None

DEPT./CONTACT/PHONE #: Craig Coffey, County Administrator (386) 313-4001

RECOMMENDATIONS: Request the Board approve the Interlocal Agreement between the Flagler County Board of County Commissioners and the County Council of Volusia County.

ATTACHMENTS:

1. Proposed Interlocal Agreement
2. 1994 Interlocal Agreement
3. 2006 Interlocal Agreement



Craig M. Coffey, County Administrator



Date

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into between the **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 1769 E. Moody Blvd., Building 2, Bunnell, Florida, hereinafter referred to as “Flagler County”, and the **COUNTY COUNCIL, VOLUSIA COUNTY**, a charter county of the State of Florida, whose address is 123 W. Indiana Avenue, Deland, Florida, hereinafter called “Volusia County”; and collectively hereinafter referred to as “Parties”.

WHEREAS, Volusia County is authorized to furnish water, wastewater, and reclaimed water services pursuant to Chapter 125, Florida Statutes, and other laws, within and throughout Volusia County, Florida, and pursuant to such authority, presently furnishes water, wastewater, and reclaimed water services to customers in both Flagler and Volusia County, Florida; and

WHEREAS, Volusia County owns and operates the former Halifax Plantation Utility system located in Northeast Volusia County which includes developed and undeveloped lands in Volusia and Flagler Counties; and

WHEREAS, Flagler County is authorized to furnish water, wastewater, and reclaimed water services pursuant to Chapter 125, Florida Statutes, and other laws, within and throughout the Bulow Service Area in Flagler County, Florida, and pursuant to such authority, presently furnishes water, and wastewater services to customers in Eagle Lakes Phase I in Flagler County, Florida; and

WHEREAS, Flagler County and Volusia County currently cooperate in the supplying of adequate water and sewage services to the customers of Volusia County Utilities (Halifax Plantation System) and Flagler County Utilities, located in both counties; and

WHEREAS, the Parties entered into an Interlocal Agreement in 1994, as recorded in the Official Records of Flagler County at Book 506, Page 1521, which delineated the limits of Volusia County’s utility service area within Flagler County consisting of Sugar Mill Plantation, Fairchild Oaks and Plantation Oaks subdivisions, and established Flagler County’s utility service area east of I-95 titled Bulow Service Area (BSA); and

WHEREAS, the Parties also entered into an Interlocal Agreement on April 12, 2006, reaffirming the services and mutual promises from the 1994 agreement and adding emergency interconnect provisions; and

WHEREAS, the Parties entered into a subsequent and specific Interlocal Agreement on August 13, 2014, as recorded in the Official Records of Flagler County at

Book 2030, Page 111, implementing ongoing emergency water service for the Eagle Lakes Subdivision; and

WHEREAS, the Parties recognize the desirability and the need to provide water, wastewater, and reclaimed water services within Flagler County and Volusia County in a manner that is economical, based on sound engineering principles, and consistent with local, state, and federal regulations, and which promotes conservation of local natural resources; and

WHEREAS, the Parties are considering a Memorandum of Understanding in May of 2015, which will solidify the Parties' intent to work together to regionally solve water and wastewater utility issues related to reuse, saltwater intrusion, utility efficiency, future water supply, and logical service territories; and

WHEREAS, Volusia County is providing water and/or sewer services to the existing 1994 area and is willing and able to provide Water and Wastewater Utility services to future residents in Flagler County; and

WHEREAS, the Parties desire to expand Volusia County's utility service area to include Old Kings Village (232 units), Polo Club West (34 lots), Sweetbottom Subdivision (15 lots Flagler County owned) and the Flagler County owned passive park and recreation tract to the north of the above mentioned sites and further described in Exhibit 1; and

WHEREAS, this agreement shall remove the above described area from Flagler County's Bulow Service Area as described in the 2006 Interlocal Agreement and the 1994 Interlocal Agreement, all as shown in Exhibit 1; and

WHEREAS, it is determined to be in the best interest of the public, and to the mutual benefit of both parties, that each County work in concert to ensure utilities are provided to the expanded area, in an effective and efficient matter.

NOW THEREFORE, in consideration of the foregoing premises and covenants contained therein, the parties agree as follows:

1. The Flagler County Bulow Service Area as depicted in the 2006 Interlocal Agreement is hereby amended to remove Old Kings (232 units), Polo Club West (34 lots), Sweetbottom Subdivision (15 lots Flagler County owned) and the Flagler County owned passive park and recreation tract to the north of the above mentioned sites, and add the subject areas to Volusia County's utility service area as shown graphically in Exhibit 1.

2. The service areas detailed in the 1994 Interlocal Agreement are hereby amended to remove from Flagler County's Bulow Service Area Old Kings Village (232

units), Polo Club West (34 lots), Sweetbottom Subdivision (15 lots Flagler County owned) and the Flagler County owned passive park and recreation tract to the north of the above mentioned sites and add the subject areas to Volusia County's utility service area all as shown graphically in Exhibit 1.

3. Customers within these areas shall be direct customers of the Volusia County (Halifax Plantation) System and Service Area and all of the same provisions of the 1994 agreement shall apply equally in this amended area.

Signed, sealed and
Delivered in the
Presence of:

**COUNTY COUNCIL,
VOLUSIA COUNTY, FLORIDA**

Jason P. Davis
Chairman

ATTEST:

Date: _____

County Manager

APPROVED AS TO FORM

Dan Eckert, County Attorney

ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Gail Wadsworth, Clerk of the Circuit
Court and Comptroller

Frank J. Meeker
Chairman

Date: _____

Approved by the Flagler County
Board of County Commissioners
on April 20, 2015

APPROVED AS TO FORM

Al Hadeed, County Attorney

Ches
322
RT. Cheryl

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into between the **FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose address is 1200 East Moody Blvd., Bunnell, Florida, hereinafter referred to as "Flagler County", and the **COUNTY COUNCIL, VOLUSIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 123 W. Indiana Avenue, Deland, Florida, hereinafter called "Volusia County";

WHEREAS, Volusia County is authorized to furnish water, wastewater, and reclaimed water service pursuant to Chapter 125, Florida Statutes, and other laws, within and throughout Volusia County, Florida, and pursuant to such authority, presently furnishes water, wastewater, and reclaimed water services to customers in Volusia County, Florida;

WHEREAS, Volusia County is purchasing the Halifax Plantation Utility system located in Northeast Volusia County; and

WHEREAS, Halifax Plantation Utilities, Inc. is empowered by virtue of the Florida Public Service Commission's issuance of Certificate of Authorization/Service No. 376W, as amended from time to time pursuant to Chapter 367, Florida Statutes, to provide water service within Volusia County and Flagler County, and pursuant to such authority, presently furnishes water service to customers in Volusia County and Flagler County; and

WHEREAS, the Halifax Plantation Utilities, Inc.,

certificated by the Florida Public Service Commission service area includes developed and undeveloped lands in Volusia and Flagler Counties; and

WHEREAS, Volusia County will be providing water and/or sewer service to these existing and future residents; and

WHEREAS, Flagler County and Volusia County recognize the desirability and the need to provide water, wastewater, and reclaimed water service within Flagler County and Volusia County in a manner which is both economical, based on sound engineering principles, and consistent with local, state, and federal regulations, and which promotes conservation of local natural resources; and

WHEREAS, Flagler County and Volusia County wish to cooperate in the supplying of adequate water and sewage services to the customers of Halifax Plantation Utilities, Inc., located in both counties;

NOW THEREFORE, in consideration of the foregoing premises and covenants contained therein, the parties agree as follows:

1. Volusia County agrees to charge utility customers within Flagler County the same rate charged to Volusia County customers for any utility service provided in Flagler County.

2. Volusia County agrees to cooperate with Flagler County in the installation of all new water, sewer and reclaimed water lines within the service area, all in accordance with Flagler County rules and regulations, so long as they are equal to or more stringent than Volusia County's

construction standards.

3. Volusia County agrees to provide service to future customers within Flagler County who develop in the certificated area at the same rate as Volusia County customers.

4. Flagler County customers shall pay the same utility development fees as required of Volusia County customers.

5. Volusia County and Flagler County agree to cooperate in providing water, sewer and reclaimed water services to Volusia County and Flagler County residents and all future customers.

Signed, sealed and delivered in the presence of:

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

Dorothy Buell

[Signature]

Chairman

ATTEST:

Date: 1/13/94

Theresa C. Kelly
County Manager

FCORP

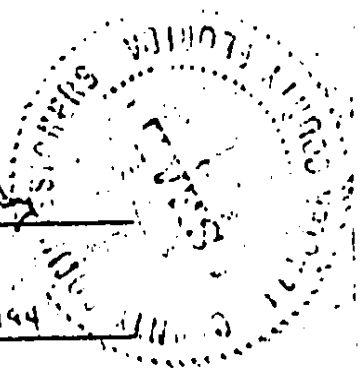
FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:

[Signature]
Syd Crosby, Clerk and
Ex Officio Clerk to
the Board

[Signature]
James A. Darby
Chairman

Date: January 24, 1994



Approved by the Flagler County
Board of County Commissioners on
January 3, 1994.

Handwritten mark

**Agreement for Wholesale Emergency Water Service
Between Volusia County and Flagler County**

This Agreement, made and entered into this 12 day of APRIL, 2006, by and between Flagler County, a political subdivision of the State of Florida ("Flagler") and the County of Volusia ("Volusia"), a body corporate and politic subdivision of the State of Florida.

WHEREAS, Volusia provides potable water treatment and distribution within its utility service area, which includes areas of Flagler; and

WHEREAS, Flagler and Volusia are in need of an emergency potable water supply for Flagler's water system within Flagler's Bulow Service Area (hereafter, BSA) further described in Exhibit "A", and Volusia's Water Service Area in Flagler consisting of Sugar Mill Plantation, Fairchild Oaks and Plantation Oaks subdivisions further described in Exhibit "A"; and

WHEREAS, the BSA lies adjacent to Volusia's service area as described herein and was the subject of the 1984 interlocal agreement, adopted by both parties, attached hereto and by reference made a part hereof as Exhibit "B"; and

WHEREAS, this agreement is consistent with the previous interlocal agreement between the parties, shown as Exhibit "B".

WHEREAS, it is determined to be in the best interest of the public, and to the mutual benefit of the parties, that each County utilize the other's potable water distribution system for a periodic and emergency potable water supply, subject to the terms and conditions of this Agreement; and

WHEREAS, each County is willing to pay the other for the potable water used in accordance with the terms of this Agreement; and

WHEREAS, the parties are authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each County hereby agrees as follows:

1. Each County shall provide and install a pressure sustaining check valve, isolation valves, meter and an at-grade vault at the "point of connection" with each potable water transmission system in a manner acceptable to each County. The point of connection is at the terminus of Volusia County's 10" water transmission main along Old Kings Road.
2. Flagler County shall have a water transmission main constructed to the point of connection.

3. After each County has completed the activities described in this Agreement, and subject to the conditions set forth herein, each shall:
 - 3.1 Allow activation of the potable water service at the point of connection subject to a 48-hour prior notification to the other party of its planned activities.
 - 3.2 Allow activation of the potable water connection at the point of connection when an emergency condition exists that depressurizes either water system below 35 psi.
 - 3.3 Allow activation of the potable water connection at the point of connection subject to mutual agreement and subject to availability of sufficient water to serve both areas as described in the third paragraph of this Agreement.
4. Each County shall pay the respective wholesale potable water rate effective in the area. Potable water used shall be based on the respective meter reading.
5. Both parties mutually agree that each County may use non-exclusive utility easements granted to the other for construction of the water improvements at the point of connection, vault placement and valves. Such easements are also available to each County for repair, maintenance or replacement of said components. To the fullest extent permitted by law, each County shall indemnify and hold harmless the other from and against all claims, damages, injuries, liabilities, losses and expenses, including attorney's fees and costs, arising out of or resulting from the other County's use of such easements.
6. This Agreement shall become a valid contract on the date of its execution by both parties. The initial term of this Agreement shall be ten (10) years. Upon the expiration of the initial term, this Agreement shall be automatically renewed for two (2) years and thereafter shall be automatically renewed for four (4) additional two (2) year increments for a maximum period of twenty (20) years, unless either party provides the other written notice of intent not to renew at least one (1) year prior to the expiration of the then current term.
7. Either party may terminate this Agreement based on the other party's material breach hereof. The cessation of emergency potable water service at any time by an act of God, fires, strikes, natural disasters, casualties, accidents, governmental-action-or-order, necessary maintenance work, breakdowns of or injuries to machinery, pumps, or pipelines, civil or military authority, insurrection, riot, or any cause beyond the control of the County, shall not constitute a breach, material or otherwise, of this Agreement by that County. Neither County shall be liable to the other County or its customers for damages arising from the incidents described in this paragraph.

8. All notices required to be given by either party under this Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or in person:

1. Volusia: County Manager
County of Volusia
County Administration Building
123 W. Indiana Avenue
DeLand, FL 32720-4613

2. Flagler: County Administrator
Flagler County
1200 E. Moody Blvd., #1
Bunnell, FL 32110

Either party may, by written notice to the other party as provided hereinabove, change the address for any subsequent notice.

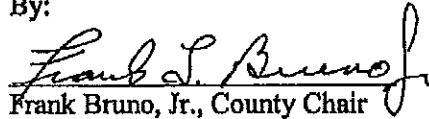
9. Neither party shall assign any rights or duties under this Agreement to any other person without prior written permission of the other party.
10. Waiver by either party of breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver of any preceding or subsequent breach of the same or any other covenant or provision.
11. Any disputes concerning the interpretation or enforcement of the provisions of this Agreement shall be resolved by the County Manager/Administrator or their representatives and if unresolved within a reasonable period, pursuant to Chapter 164, Florida Statutes.
12. Should any term, provision, covenant, condition, paragraph, sentence or part of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, condition, paragraphs, sentences and parts shall, nevertheless, remain in full force and effect.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
14. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement.
15. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties. Such amendment or modification shall be approved by both the County Councils.

16. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of any party 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 any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.


IN WITNESS WHEREOF, the parties hereto have caused their presence to be executed in duplicate by their proper officials duly authorized so to do and have affixed their corporate seals the day and year first written below:

COUNTY OF VOLUSIA

By:

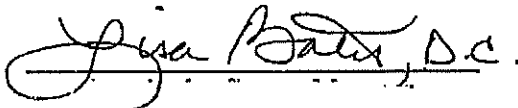

Frank Bruno, Jr., County Chair

ATTEST:


Matt Greeson, Interim County Manager

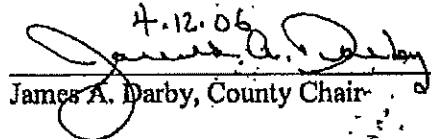
Gail Wadsworth, County Clerk

ATTEST:


Gail Wadsworth, D.C.

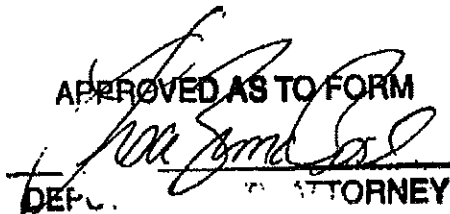
COUNTY OF FLAGLER

By:

4.12.06

James A. Darby, County Chair

JAW\SHW\WORD\GLORIA\Flagler.doc

APPROVED AS TO FORM


DEF. ATTORNEY

APRIL 3, 2006

Exhibit "A"

LEGAL ADVERTISEMENT

NOTICE OF AGENCY ACTION TAKEN BY THE ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on June 17, 2005. Palm Coast Data, Inc. 11 Commerce Blvd. Palm Coast, FL 32104 permit # 00-0000003. The project is located in Flagler County, Section 07, Township 11 South, Range 33 East. The permit authorizes a SURFACE WATER MANAGEMENT SYSTEM ON 8.85 ACRES TO SERVE 44,000 sq. ft. warehouse & parking areas with stormwater runoff treated using a drop pond before being discharged to PG&E. Lot 7. The receiving waterbody is St. Joe Canal.

This application containing the application for the above listed permit is available for inspection Monday through Friday except for legal holidays 9:00 a.m. to 5:00 p.m. at the St. Johns River Water Management District (District Headquarters, 4048 Reid Street, Palatka, FL 32909). A person whose substantial interests are affected by this District permitting decision may petition for an administrative hearing in accordance with sections 120.589 and 120.590, Florida Statutes, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Before the decision by filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a petition. The procedures for pursuing mediation are set forth in section 120.573, Florida Statutes and rules 28-106.11 and 28-406.06, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code chapter 120.573, Florida Statutes, and rules 28-106.11 and 28-406.06, Florida Administrative Code. Petitions for administrative hearing on the above application(s) must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail. This means persons to whom the District mails notice, as failure to file a petition within this time period shall constitute a waiver of any rights such person(s) may have to request an administrative determination in hearing under sections 120.589 and 120.590, F.S., concerning the subject matter. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of intent. Persons whose substantial interests will be affected by any final decision of the District on the application have the right to petition to become a party to the proceeding. In the accordance with the requirements set forth above.

Legal Notice, August 24, 2005 It.

LEGAL ADVERTISEMENT

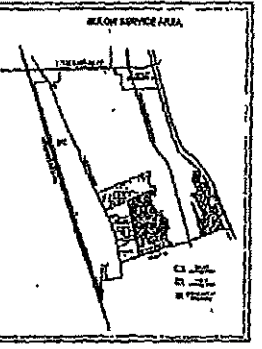
ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT GIVES WRITTEN NOTICE OF INTENDED DISTRICT DECISION

The District gives notice of its intent to deny a permit to the following applicant(s) on September 13, 2005: Florida Landmark Communities, Inc. Charles R. Faulkner, Inc., One Corporate Dr., Suite 3, Jacksonville, FL 32216, application # 00-0330477. The project is located in Flagler County, Section 07, Township 11 South, Range 33 East. The WRW application is for the construction of a 36-inch diameter culvert under Colbert Legion near Station 818+76. The receiving waterbody is Greshamton Swamp. The application contains the following information: (a) map, available for inspection Monday through Friday except for legal holidays, 9:00 a.m. to 5:00 p.m. at St. Johns River Water Management District Headquarters or their appropriate Service Center. This

LEGAL ADVERTISEMENT

ORDINANCE ADOPTION

The Flagler County Board of Commissioners, Propose to adopt the following Ordinance: ORDINANCE NO. 2005-10, CONCERNING THE CONSTRUCTION USE AND PROVISION OF WATER AND SEWER LATER WITHIN A PORTION OF THE UNINCORPORATED AREA OF CHATELAIN, FLAGLER COUNTY, FLORIDA. AS ANS TO A PETITION FOR A CHANGE OF ZONING AND OTHER AREAS AS A RESULT OF WATER AND SEWER LATER WITHIN A PORTION OF THE UNINCORPORATED AREA OF CHATELAIN, FLAGLER COUNTY, FLORIDA. PROVIDING FOR RECONSTRUCTION OF THE UNINCORPORATED AREA.



Public Hearing on the above captioned matter will be held as follows: BOARD OF COUNTY COMMISSIONERS - Monday, September 12, 2005 at 9:00 p.m. or as soon thereafter as possible. The Public Hearing will be held in Room 107 in the Flagler County Courthouse, 701 E. Moody Blvd., Bunnell, Florida. All interested persons are urged to attend the public hearing and be heard. Anyone wishing to express their opinion may attend telephonic 386-497-7481, ext. 225 or write to Flagler County Planning Department, 1200 E. Moody Blvd., Bunnell, FL 32110 or email to planning@cofc.org. Copies of the proposed ordinance, supporting data and analysis, staff reports and other pertinent information is available for review at the Flagler County Planning & Zoning Dept., 2728 East Moody Boulevard, Bunnell, Florida 32110 (304) 437-7481.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, A RECORD OF THE PROCEEDINGS MAY BE REQUESTED AND, FOR SUCH FEE, THE PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD IS MADE. THE RECORD INCLUDES THE EVIDENCE SUBMITTED UPON WHICH APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMEND PERSONS DESIRING TO PARTICIPATE IN THE PUBLIC HEARING SHOULD FILE WITH THE PLANNING DEPARTMENT AT LEAST 48 HOURS PRIOR TO THE MEETING. Legal Notice, August 24, 2005 It.

ADVERTISEMENT

NOTICE OF VOTING BOARD ID CANVASSING BALLOTS FOR ALM COAST ELECTION

The Board will convene at the office of location, 2729 E. Hwy. 100, Building 1, dates and times:

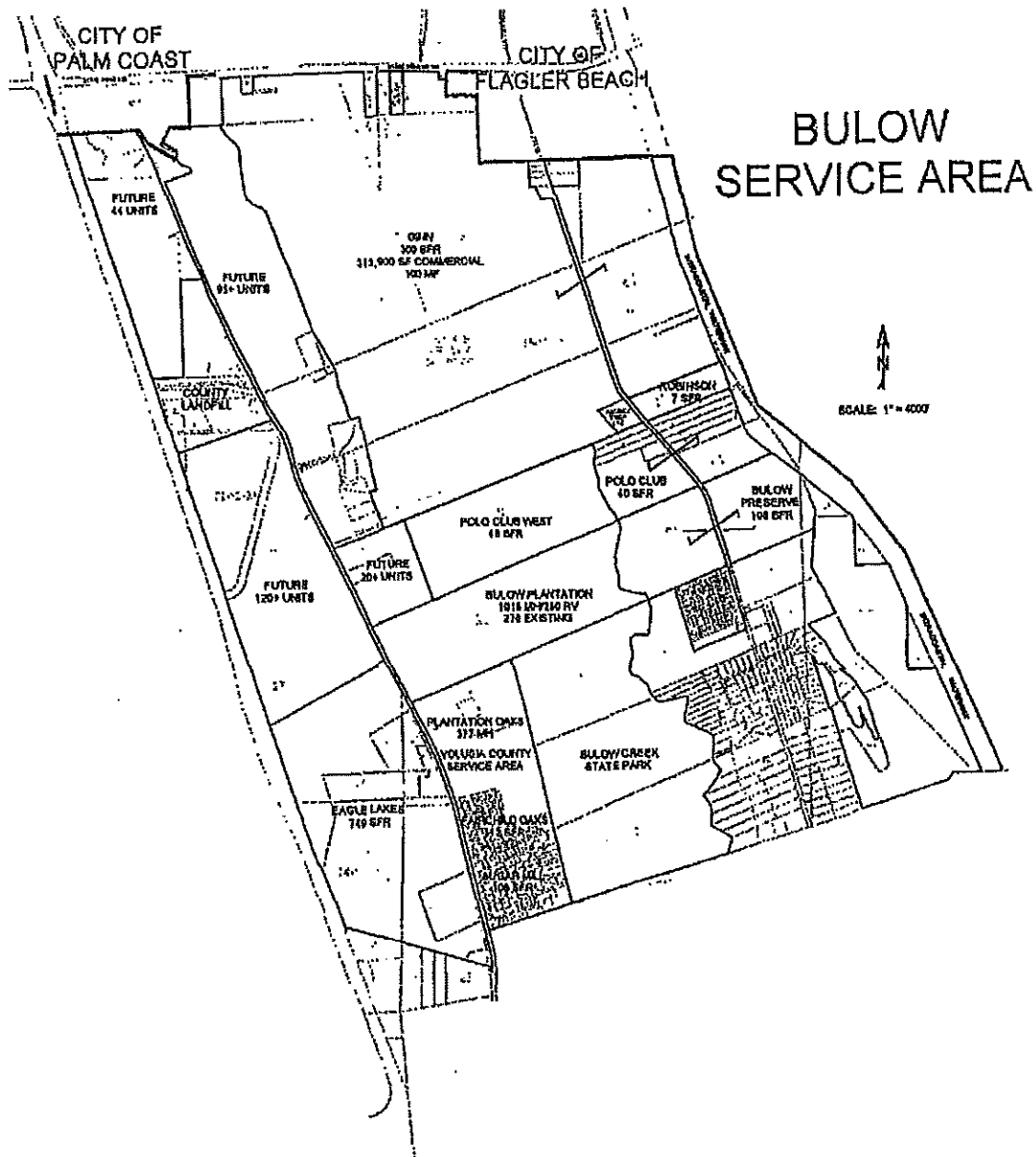
- Activity
m. Testing of Ballot Counting Equipment
n. Canvass of Absentee Ballots
o. Canvass of Absentee Ballots Counting Equipment. (The Board will remain in session until the unofficial results of the election are obtained.)
p. Canvass of any provisional or unscanned ballots and certification of results.

Canvassing Board canvasses absentee ballots opened and prepared for tabulation. See envelopes will be available for after the September 14th meeting. If at the office of the Supervisor of Elections of that meeting. of Florida, these meetings will be

states that if a person decides to appeal or commission with respect to any matter, he or she will need a record of the proceedings. The record may need to ensure the appeal is to be based.

This Notice is August 17, 2005. ROBERT JOSEPH HELSBRUG Attorney for TOSCHINI, SAPIENZA & CO., P.A. Bunnell, Florida 32110 386-497-7481 Florida Bar No. 208371 08/17/2005, August 17, 24, 2005 It.

News-Journal logo and contact information for the newspaper.



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING / AGENDA ITEM # 16

SUBJECT: Request Approval of the an Amendment to Resolution 2010-21 for the Expansion of the Flagler County Designated Brownfield Area, Known as the Flagler County Economic Enhancement District (FEED):

AN AMENDMENT TO RESOLUTION 2010-21 OF BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY DESIGNATING A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

DATE OF MEETING: April 6, 2015

OVERVIEW/SUMMARY: Staff is seeking approval to amend Resolution 2010-21 to expand the designated county brownfield area to include approximately 4.5 acres of additional property located east of U.S. Highway 1, and north of C.R. 13 (Attachment 2).

The inclusion of this property has been requested by the property owner and approved by the EPA Case Manager as part of the FEED EPA Brownfield Grant. Attorney Michael O. Sznajstajler, representative of the property owners, SCL Redevelopment, LLC and Laura Lees, provided a letter to staff (Attachment 3) requesting the inclusion of the above mentioned property into the FEED. The FEED Coalition was awarded a total of \$600,000.00 Brownfield Grant from the U.S. EPA. Inclusion of this property in the designated brownfield area will allow it to qualify to take advantage of a portion of the grant program, as approved by the USEPA case manager.

The property meets the criteria for a local government initiated brownfield area designation per Section 376.80(2)(a)1-4 Florida Statute. The property is currently in the investigation and clean-up planning stages for redevelopment and has the potential to interest the private sector in participating in rehabilitation and development. This is the first of two public hearings to designate the area as a brownfield. Notice of the hearing ran as a Legal Ad in the *News-Tribune* (Attachment 4).

FUNDING INFORMATION: The County will not be responsible for rehabilitation or source removal costs. A portion of the FEED Grant will be allocated in order to plan rehabilitation of the site.

DEPT./CONTACT/PHONE #: Dept. of Economic Opportunity/ Helga van Eckert / 313-4071

RECOMMENDATION: Request the Board approve an amendment of Resolution 2010-21 to include the subject property into the existing Flagler County Enhancement District brownfield area in order to have the property eligible to work through the FEED brownfield grant.

ATTACHMENTS:

1. Resolution 2010-21
2. Amendment to Resolution 2010-21, Exhibits A, A2 and B.
3. Letter From Michael O. Sznajstajler
4. Legal Ad and brochure



Helga van Eckert, Economic Opportunity Director

Date

4/10/2015



Craig M. Coffey, County Administrator

Date

10 April 2015

RESOLUTION NO. 2010 – 21

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, FLAGLER COUNTY, FLORIDA DESIGNATING BROWNFIELD AREAS (also known as FLAGLER ECONOMIC ENHANCEMENT DISTRICTS- FEED) AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO, FOR THE PURPOSE OF ENVIRONMENTAL SITE REHABILITATION AND ECONOMIC REDEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida, at Sections 376.77 – 376.85, adopted the Brownfields Redevelopment Act, the purpose of which is to encourage the redevelopment and the voluntary cleanup of existing real property where, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination; and

WHEREAS, the Cities of Bunnell, Flagler Beach and Palm Coast, together with Flagler County, have agreed that Flagler County through its Board of County Commissioners, will assume the responsibilities of designating brownfield areas within the unincorporated areas of Flagler County and within the jurisdiction of the incorporated areas of the Cities of Bunnell, Flagler Beach and Palm Coast for the purposes of efficiency and cost savings; and

WHEREAS, the Brownfields Redevelopment Act created a process whereby a local government with jurisdiction over the brownfields area must by resolution notify the Florida Department of Environmental Protection of its decision to designate a brownfields area; and

WHEREAS, a local government may choose to designate a brownfields area that is outside a community redevelopment area, enterprise zones, empowerment zones, closed military bases, or designated brownfields pilot project areas; and

WHEREAS, the Act requires that the County conduct two advertised public hearings on the resolution in accordance with the requirements of Section 125.66, with the form of the advertisement required to be in conformity with Section 125.66(4)(b)2 and Section 376.80(2)(a); and

WHEREAS, the Act requires notices in local community bulletins and postings in affected areas; and

WHEREAS, the Board of County Commissioners has conducted the necessary public hearings and placed the advertisements and notices as prescribed by law for designation of a Brownfield Area outside one of the above listed areas; and

WHEREAS, the Board of County Commissioners has considered:

1. Whether the brownfields area warrants economic development and has a reasonable potential for such activities;

2. Whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage;
3. Whether the area has potential to interest the private sector in participating in rehabilitation; and
4. Whether the area contains sites or parts of sites suitable for limited recreational open space, cultural or historical preservation purposes.

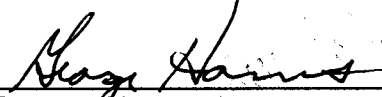
NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONER, FLAGLER COUNTY, FLORIDA, THAT:

Section 1. The Board of County Commissioners, hereby designates the properties located and consisting of and described with more particularly in the Parcel Identification Numbers attached hereto as Exhibit "A" and as depicted by the maps attached hereto as Exhibit "B", as Brownfield Areas (also to be known as Flagler Economic Enhancement Districts) for site rehabilitation for the purposes of Sections 376.77 – 376.85, Florida Statutes. Such designation shall not, however, render the Cities of Bunnell, Flagler Beach and Palm Coast, and Flagler County liable for the cost of site rehabilitation or source removal, as those terms are defined in Section 376.79, Florida Statutes.

Section 2. The County Administrator is hereby authorized to do all things necessary and proper to make effective the provisions of this Resolution.

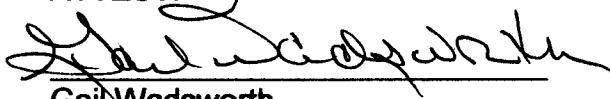
Section 3. This Resolution shall take effect immediately upon its adoption.

Adopted by the Board of County Commissioners on April 5, 2010.




George Hanns
Chairman
Board of County Commissioners

ATTEST:



Gail Wadsworth
Clerk of Court

Approved as to form:



Al Hadeed
County Attorney

Exhibit " A "

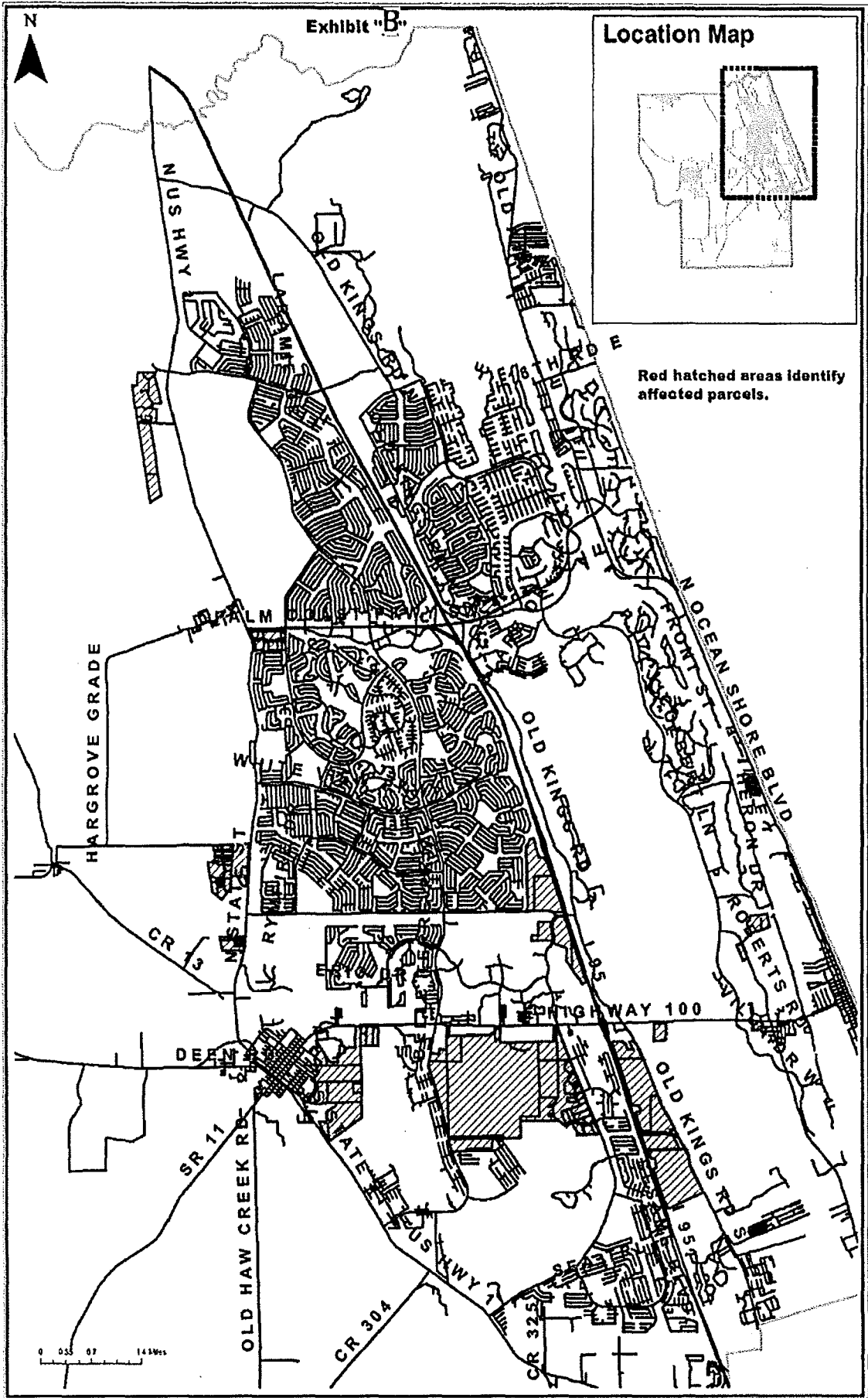
Parcel #	Parcel #	Parcel #
28-10-30-0000-01050-0000	03-12-30-0160-000D0-0730	07-11-31-5112-00000-0010
33-10-30-0000-01030-00B0	03-12-30-0160-000D0-0740	07-11-31-5112-00000-0110
33-10-30-0000-01030-00B3	03-12-30-0160-000D0-0750	07-11-31-5112-00000-0120
33-10-30-0000-01030-00B4	03-12-30-0160-000G0-1020	07-11-31-7027-00RP0-0032
04-11-31-0000-01010-00B2	03-12-30-0160-000G0-1030	32-11-31-0000-01020-0000
09-11-30-0000-01010-0010	03-12-30-0160-000G0-1040	32-11-31-0000-03040-0010
09-11-30-0000-01020-0020	03-12-30-0160-000G0-1220	41-11-31-4975-00000-0010
09-11-30-0000-01020-0021	03-12-30-0160-000G0-1230	41-11-31-4975-00000-0040
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16-11-30-0000-01010-0063	03-12-30-0162-000A0-0027	07-12-31-0650-000C0-0010
16-11-30-4936-00000-0040	03-13-30-0162-000A0-0030	07-12-31-0650-000C0-0034
34-11-30-0115-00000-00A0	03-12-30-0162-000A0-0031	07-12-31-0650-000D0-000A
34-11-30-0115-00000-00B0	03-12-30-0162-000A0-0040	07-12-31-0650-000D0-0011
34-11-30-5735-00000-0T10	03-12-30-0162-000A0-0050	08-12-31-0650-000D0-0070
34-11-30-5735-00000-00A1	03-12-30-0162-000A0-0080	08-12-31-0650-000B0-0010
34-11-30-5735-00000-0010	03-12-30-5015-00000-0010	08-12-31-4300-00000-0080
34-11-30-5735-00000-0020	03-12-30-5015-00000-0011	08-12-31-4300-00000-0100
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34-11-30-5735-00000-0160	07-11-31-7064-RP0D1-0000	08-12-31-6000-00050-0050
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03-12-30-0160-000D0-0510	07-11-31-5112-00000-0090	08-12-31-6000-00030-0050

Exhibit " A "

Page 2 of 2

Parcel #

08-12-31-6000-00040-0010
08-12-31-6000-00040-0030
08-12-31-6000-00040-0060
08-12-31-6000-00050-0010
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21-12-31-0000-01040-0020
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22-12-31-0000-01020-0000
39-12-31-0000-04020-0000



RESOLUTION 2015 - _____

AN AMENDMENT TO RESOLUTION 2010-21 OF BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY DESIGNATING A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Legislature of the State of Florida enacted the Brownfields Redevelopment Act at Sections 376.77 - 376.85, Florida Statutes, providing for the designation by resolution of certain properties consisting of one or more brownfield parcels as a "Brownfield Area," and for the corresponding provision of environmental remediation and economic development for such property; and

WHEREAS, Flagler County wishes to amend Resolution 2010-21 to include a designation for approximately 4.5 acres located in Flagler County east of U.S. Highway 1 and north of C.R. 13, as depicted in Exhibit A and more particularly described in the legal description attached hereto as Exhibit A(2) (the "Parcel"), as a Brownfield Area and to notify the Florida Department of Environmental Protection, per Section 376.80(1)(c)(1), Florida Statutes, of its decision to designate the proposed area as a Brownfield Area; and

WHEREAS, the procedures set forth in Section 376.80(2)(a), Florida Statutes, have been followed, and proper notice has been provided in accordance with Section 125.66(4)(b), Florida Statutes; and

WHEREAS, the Flagler County Board of Commissioners has considered the criteria set forth in Section 376.80(2)(a)(1) – (4), Florida Statutes, as part of the designation of this Brownfield Area.

NOW, THEREFORE, BE IT RESOLVED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. BOARD CONSIDERATIONS AND FINDINGS

(a) The above recitals are hereby ratified, confirmed, adopted and incorporated as if fully set forth herein.

(b) Flagler County is the local government having jurisdiction over the site, and redevelopment of proposed Brownfield Area is consistent with the Flagler County Comprehensive Plan and is a permissible use under the applicable local Land Development Code.

(c) The Parcel, to be designated as a Brownfield Area and incorporated into the existing Flagler County brownfield area map (Exhibit B), represents a reasonable focused approach and is not overly large in geographic coverage.

(d) The proposed Brownfield Area warrants economic development, has a reasonable potential for economic redevelopment, and has potential to interest the private sector in participating in rehabilitation.

Section 2. DESIGNATION

Based on the aforementioned findings and considerations, the Flagler County Commission hereby designates the Parcel as a Brownfield Area for rehabilitation consistent with the purposes of Section 376.77 - 376.85, Florida Statutes.

Section 3. NOTIFICATION

Flagler County shall notify the Florida Department of Environmental Protection, per Section 376.80(1)(c)(1), Florida Statutes, of its decision to designate the Parcel as a Brownfield Area.

Section 4. AUTHORIZATION

The County Administrator, or his/her designee, is hereby authorized to do all things necessary and proper in order to carry out the terms and conditions of this Resolution.

Section 5. REHABILITATION COSTS

The designation of the Parcel as a Brownfield Area shall not render Flagler County liable for the costs of site rehabilitation or source removal, as those items are defined in Sections 376.79(17) - (18), Florida Statutes, or any other costs above and beyond those costs attributable to the County's role as administrator of a brownfield program within the designated Brownfield Area.

Section 6. IDENTIFICATION

The Brownfield Area shall be referred to as the "Former Impoundment Brownfield Area."

Section 7. EFFECTIVE DATE

This Amendment to Resolution 2010-21 shall take effect immediately upon its adoption.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, THIS 4th DAY OF MAY, 2015.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

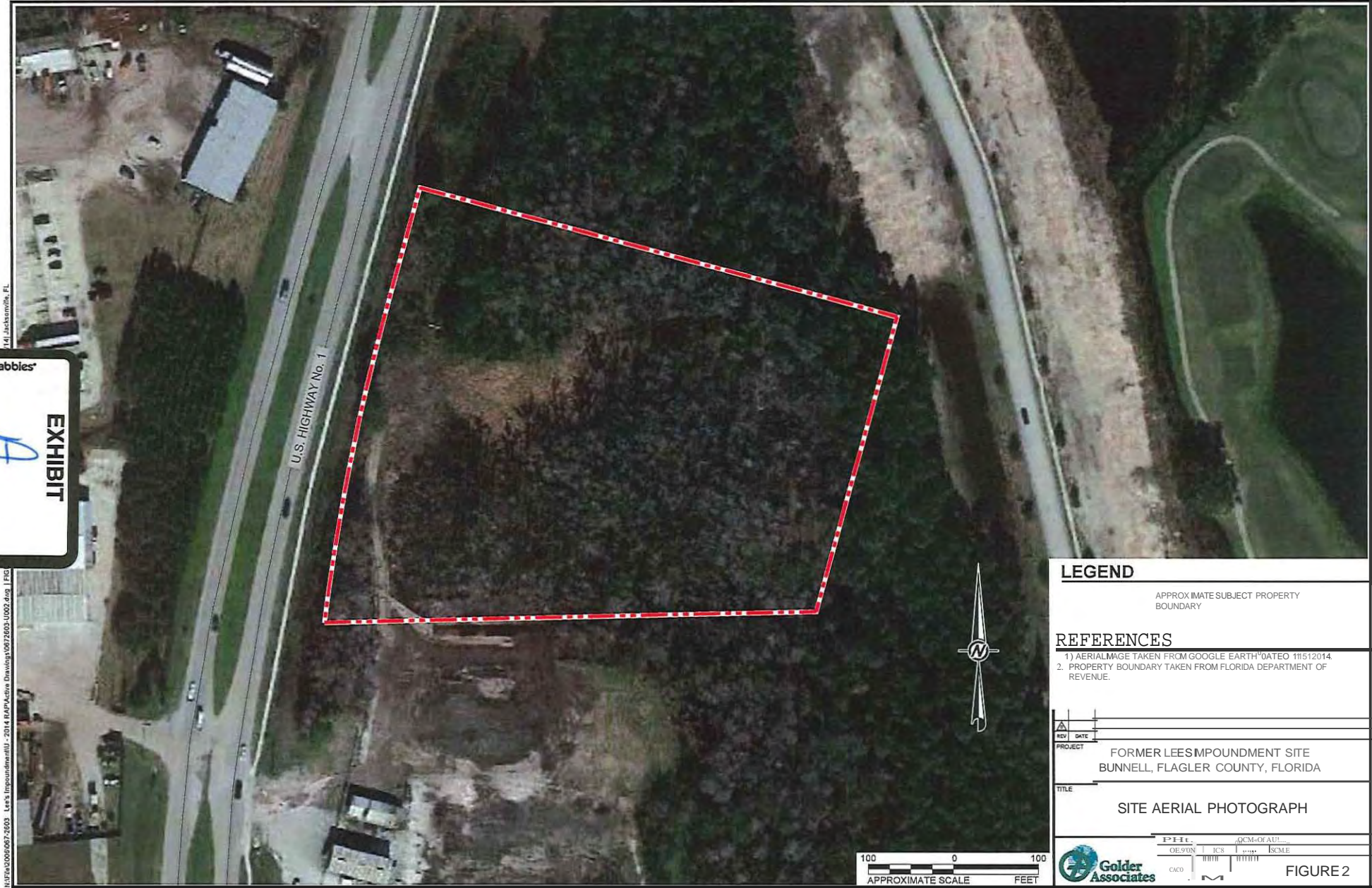
Frank J. Meeker, Chairman

ATTEST:

Gail Wadsworth, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed
County Attorney



tabbles®
EXHIBIT
A

7141 Jacksonville, FL

I:\Fla\0090697-2003_Lee's Impoundment\U - 2014 BAP\Active Drawings\0072603-1003.dwg | FIG

LEGEND	
APPROXIMATE SUBJECT PROPERTY BOUNDARY	
REFERENCES	
1) AERIAL IMAGE TAKEN FROM GOOGLE EARTH™ DATED 11/5/2014.	
2) PROPERTY BOUNDARY TAKEN FROM FLORIDA DEPARTMENT OF REVENUE.	
REV	DATE
PROJECT	
FORMER LEES IMPOUNDMENT SITE BUNNELL, FLAGLER COUNTY, FLORIDA	
TITLE	
SITE AERIAL PHOTOGRAPH	
PHC	OCM-OF-AU
OE-9UN	ICS
CACD	ISCM
Golder Associates	
FIGURE 2	



100 0 100
APPROXIMATE SCALE FEET

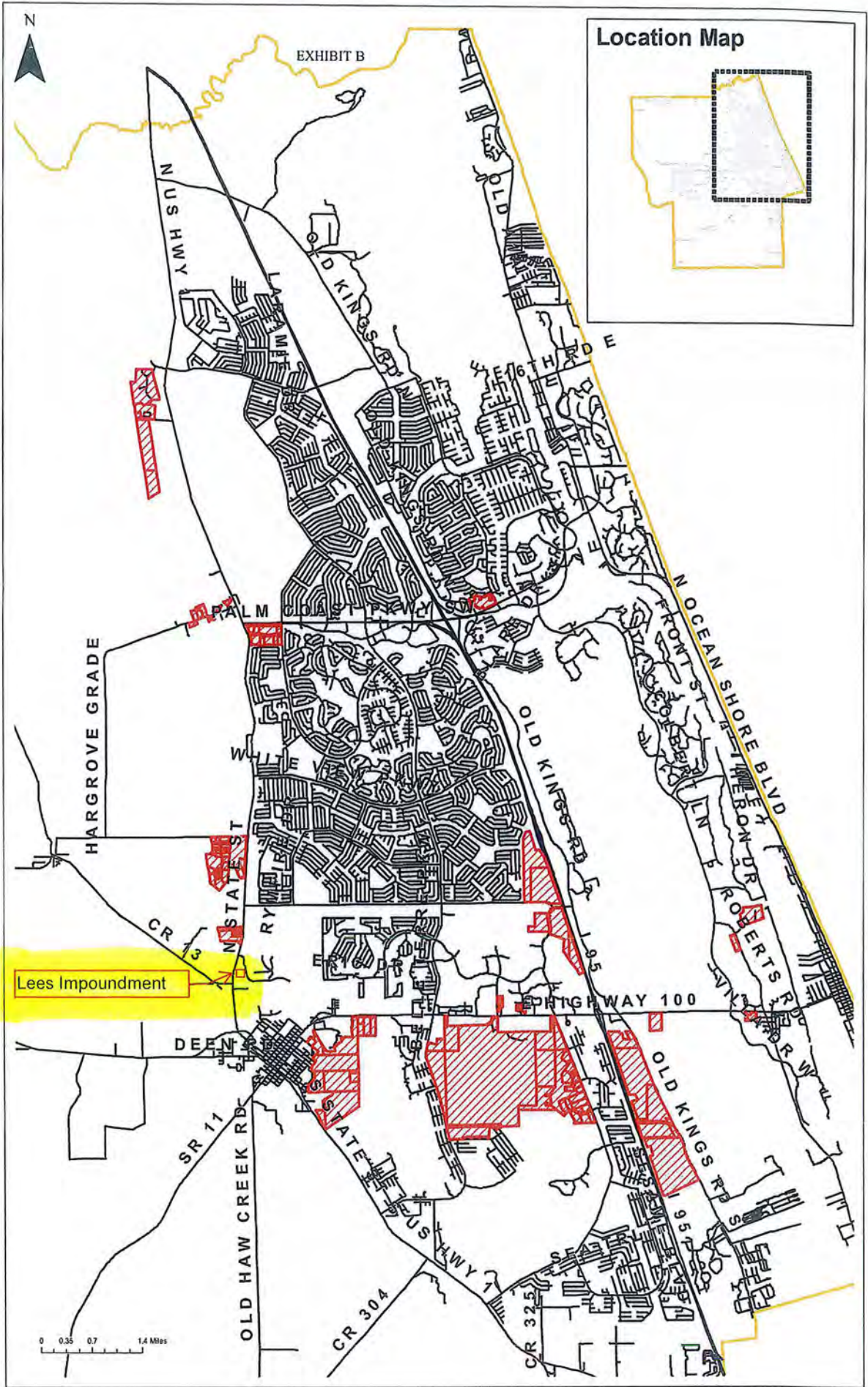


Exhibit A(2)
Legal Description

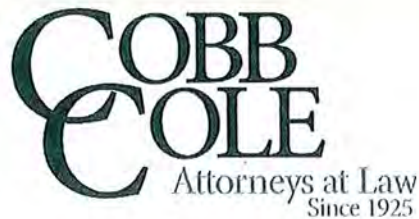
A portion of Section 3, Township 12 South, Range 30 East lying East of the East right of way line of U.S. Highway #1 (210' *RIW*), and more particularly described as follows:

From a Point of Reference, said point being the Southeast corner of said Section 3, bear S.88°41'43"W. along the South line of Section 3 a distance of 2646.56 feet; thence S.88°43'05"W. continuing along South line a distance of 662.61 feet; thence depart South line, N.00°46'24"W. a distance of 660.30 feet to the Point of Beginning of this description; thence S.88°36'20"W. a distance of 424.97 feet to said East right of way line of D.S. Highway #1; thence along East right of way line, being a curve to the right, concave Southeasterly, a distance of 377.51 feet, having a central angle of 7°51'05", a radius of 2754.93 feet, a chord distance of 377.22 feet and a chord bearing of N.11°22'45"E., to a Point of Tangency; thence N.15°18'17"E., continuing along East right of way a distance of 151.34 feet; thence S.74°41'43"E., departing East right of way line, a distance of 432.87 feet; thence S.15°18'17"W. a distance of 405.56 feet to the Point of Beginning of this description.

Parcel contains 4.5616 acres, more or less.

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)
C. Allen Watts
(1946-2015)

Harold C. Hubka
Scott W. Cichon
Robert A. Merrell III
Bruce A. Hanna
John P. Ferguson
Thomas J. Leck
Mark A. Watts
Heather Bond Vargas
Andrea M. Kurak



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Melissa B. Murphy
Chelsea J. Anderson
Gregory M. Ludtka

OF COUNSEL
Thomas S. Hart
Larry D. Marsh
Maja Sander Bowler

RETIRED
Jay D. Bond, Jr.
Rhoda Bess Goodson

March 19, 2015

VIA ELECTRONIC AND US MAIL

Flagler County Economic Development
Attn: Helga van Eckert
1769 East Moody Boulevard, Building 2
Bunnell, FL 32110

Re: Brownfield Redevelopment of Former Lees Impoundment

Dear Ms. van Eckert:

As you know, Cobb Cole has the pleasure of representing SCL Redevelopment, LLC ("SCL Redevelopment") and Laura Lees with respect to redevelopment of property owned by Mrs. Lees and located east of U.S. Highway 1, and north of C. R 13 in Flagler County depicted on the figure attached hereto as Exhibit 1 (the "Property"). SCL Redevelopment and Mrs. Lees respectfully request that Flagler County consider designating the Property as a "Brownfield Area" in accordance with Section 376.80, Florida Statutes.

SCL Redevelopment and Mrs. Lees believe that the Property meets the criteria set forth in Section 376.80(2)(a)1-4, Florida Statutes for a local government initiated brownfield area designation. Specifically, the Property warrants economic development, represents a reasonably focused approach and is not overly large in geographic coverage, has the potential to interest the private sector in participating in rehabilitation, and has portions of sites suitable for limited recreational open space, cultural or historical preservation purposes. Per your request, attached hereto is a draft resolution for the brownfield area designation.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael O. Sznajstajler".

Michael O. Sznajstajler

Direct Dial (386) 323-9222
Michael.Sznajstajler@CobbCole.com
Fax (386) 944-7963

Enclosure

cc: Ms. Katrina Austin

NOTICE OF BROWNFIELD DESIGNATION

The Flagler County Board of County Commissioners proposes to adopt the following by resolution: **AN AMENDMENT TO RESOLUTION 2010-21 OF BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY DESIGNATING A BROWNFIELD AREA FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.**

A public hearing on the amendment to Resolution 2010–21 will be held on April 20, 2015 at 5:00 p.m. or soon thereafter at the Flagler County Government Services Building, Board Chambers located at 1769 E. Moody Blvd., Bldg. #2, Bunnell, FL 32110.



Who do I call to
Participate or Learn More?

The Flagler Economic Enhancement District (FEED) Coalition

Flagler County Department of
Economic Opportunity

City of Bunnell

City of Palm Coast

The FEED Brownfield Grant is a financial tool for property owners desiring to redevelop or increase the marketability of their property. The grant also benefits the community by promoting new development and economic opportunities.



REDEVELOPMENT AFTER A BROWNFIELD GRANT



Helga van Eckert
Executive Director
Department of Economic Opportunity
Flagler County Board of County Commissioners
hvaneckert@flaglercountyedc.com
(386) 313-4071



Judi Stetson
Director of Grants, Community Projects & CRA
City of Bunnell
JStetson@BunnellCity.us
(386) 437-7425



Beau Falgout
City Administrative Coordinator
City of Palm Coast
bfaigout@palmcoastgov.com
(386) 986-3796



For more information on the Brownfields
Program, please visit EPA's website at
www.epa.gov/brownfields

FLAGLER ECONOMIC ENHANCEMENT DISTRICT BROWNFIELDS ECONOMIC DEVELOPMENT PROGRAM

TRANSFORMING OUR COMMUNITY



EPA GRANT AWARD \$600,000

FOR PROPERTY SITE ASSESSMENTS

What is a

Brownfield?

A Brownfield is real estate property where future development or use is affected by real or perceived environmental contamination.

Brownfield sites are typically commercial or industrial sites that are underutilized or in disuse, not achieving the highest and best use for the owner or the community.



Brownfield sites have real or perceived concerns about environmental contamination.



Brownfield sites are identified as having positive economic potential for the owner and the community.

What are the **Benefits of Enrolling My Property in the Program?**

- The grant pays the entire cost of the Environmental Site Assessment (ESAs) saving most property owners \$3,000 to \$20,000.
- An ESA Final Report is prepared and provided to the property owner.
- By knowing true site conditions the property becomes more marketable for redevelopment and sale.
- The inventoried property receives increased exposure for resale or redevelopment at no cost to the property owner.
- Participation empowers the property owner and other stakeholders to work together to assess, potential cleanup and reuse of the property.

How Do I **Participate as a Property Owner?**

Participation is voluntary and inquiries are held confidential until the property owner decides to participate in the program. The steps for participation are simple:

- Property Owner contacts one of the coalition members listed on the back of this brochure to express interest in the program.
- Property Owner authorizes site access for a Phase I Environmental Site Assessment (ESA) to be conducted on the property.
- The ESA prepared by the environmental consultant is free of charge to the property owner.
- Property Owner may withdraw from the program at any time.

Are There Any Risks? If contamination is present, the potential risks and liability from it already exist. Participation in the program does not increase this risk or liability.

What Does the **Brownfield Grant Do** & **What Does It Pay For?**

The grant provides funding to evaluate underutilized properties within the Economic Enhancement District through environmental site assessments and investigations at no cost to the property owner. It also provides the funding to begin the process of planning for cleanup and redevelopment, if needed.

- ➔ The FEED Brownfield Grant pays for environmental site assessments for both publicly and privately-owned properties.
- ➔ The grant eliminates the "unknown factor" with respect to environmental concerns that may hinder the sale of land/buildings by conducting free environment site assessment and investigations.
- ➔ The current grant provides property owners and prospective purchasers/developers access to a team of environmental experts who can provide advice and guidance through the assessment and redevelopment process, including identifying potential funding sources.
- ➔ Participation in the FEED Brownfield program may lead to additional federal or state funding for future economic enhancements in our community.

BEFORE A BROWNFIELD GRANT