

# Revised Item 7 f)



## Flagler County Commission Agenda

August 15, 2011 Regular Meeting • 5:00 p.m.

1. Pledge to the Flag and Moment of Silence
2. Additions, Deletions and Modifications to the Agenda
3. Announcements by the Chairman
4. Recognitions, Proclamations and Presentations:

**Presentation:**

- a) **Joseph M. Roy – Presentation regarding the Small Business Development Center at the University of Central Florida, College of Business**
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 items not on the agenda. Any speaker who does not speak within the time period allotted will be allowed to speak at the end of the meeting with the Chairman's consent.

**CONSENT**

6. **Constitutional Officers:**

**Clerk:**

- a) **Bills and Related Reports:** Request the Board approve the report of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court including: the Disbursement Report for invoices processed for weeks ending July 20, and August 1, 2011 presented in compliance with the provisions of Section 136.06, Florida Statute.

August 15, 2011 Agenda

- b) **Approval of Board Meeting Minutes:** Request the Board approve the minutes from the July 18, 2011 Regular Board Meeting.

**Sheriff:**

- c) **Law Enforcement Trust Funds - \$1,000 – Flagler Volunteer Services as a Crime Prevention/Juvenile Delinquency Prevention Effort:** Request the Board allocate \$1,000 in Law Enforcement Trust Funds for Flagler Volunteer Services youth programs as a crime prevention/juvenile delinquency prevention effort.
- d) **Law Enforcement Trust Funds - \$500 – Flagler Imagination Library as a Juvenile Delinquency Prevention Effort:** Request the Board allocate \$500 in Law Enforcement Trust Funds to donate to the Flagler Imagination Library as a juvenile delinquency prevention effort.
- e) **Law Enforcement Trust Funds - \$500 – NAACP as a Crime Prevention Effort:** Request the Board allocate \$500 in Law Enforcement Trust Funds to donate to the NAACP as a crime prevention effort.

**Supervisor of Elections:**

- f) **Request Board Approve Funding for Supervisor of Elections for the Florida House District 1 Special Primary Election in the Amount of \$11,055.00 and the Florida House District 1 Special General Election in the Amount of \$11,055.00:** Request the Board approve the funding request of \$11,055.00 for the Special Primary Election and \$11,055.00 for the Special General Election with the requirement that any unused funds or reimbursements received from the State of Florida are immediately forwarded to the County.

**7. Financial Matters:**

- a) **Fiscal Year 2010/2011 Budget Transfers for the Series 2005 Capital Improvements Revenue Bonds Fund 309, Transportation Impact Fee/East Fund 137 and General Fund 001:** Request the Board approve budget transfer BTR11-119 and BTR11-120 amending the fiscal year 2010-2011 Budget. Approval of Budget Transfer BTR11-112 would be contingent on the Board's approval of Consent Item 15 and approval of Budget Transfer BTR11-121 would be contingent on the Board's approval of Consent Item 6 f).

- b) **Approval of Bid Award for Medications and Medical Supplies and Contract Approval for Bid No. FC-11-13:** Request the Board approve awarding contracts Bid No. FC-11-13 for Medications and Medical Supplies to various suppliers at a total cost of \$177,500.00.
- c) **Declaration of Items as Surplus and Removal from County Fixed Assets:** Request the Board declare surplus and authorize disposal of the fixed asset items included on the listing and further authorize that the items be offered for sale at the next available auction by George Gideon Auctioneers, Inc. Finally, authorize the removal of those items from the County's fixed asset inventory.
- d) **Approval of the Ranking of RFP#FC-11-R05 and Approval to Negotiate a Contract to Provide Professional Engineering Service for Design and Permitting for Water Oak Road Improvements with England-Thims and Miller, Jacksonville, Florida:** Request the Board approve the ranking and authorize staff to negotiate a suitable contract with the selected firm England-Thims and Miller.
- e) **Approval of Bid Award #FC-11-22 and Authorization to Negotiate a Term Contract with Premier Water and Energy Technology, Inc. for Water Treatment Products and Services for a Period of Three (3) Years, at an annual cost of \$12,900 with Two (2) One (1) Year Optional Renewals:** Request the Board approve the Bid Award #FC-11-22 and authorize the County Administrator to negotiate a term contract for three (3) years with two (2) one (1) year optional renewals between Flagler County and Premier Water and Energy of Jacksonville, Florida for water treatment products and services.
- f) **Approval of Bid Award #FC-11-21 and Authorize the Execution of the Contract for Construction of T-Hangars and Associated Taxi-Lanes with S.E. Cline Construction, Bunnell, Florida in the Amount of \$1,067,747.26; and Approval of the Attached Budget Transfer Number BTR11-122 Transferring a Total of \$205,748 into the T-Hangar Construction Project (Project Number 050532):** Request the Board approve the bid award and authorize the execution of a contract in the amount of \$1,067,747.26 between Flagler County and S. E. Cline, Bunnell, Florida for the construction of T-Hangars and associated taxi-lanes; ; and Approval of the Attached Budget Transfer Number BTR11-122 Transferring a Total of \$205,748 into the T-Hangar Construction Project (Project Number 050532).
8. **Renewal of the Certificate of Public Convenience and Necessity for the City of Palm Coast:** Request the Board approve the renewal of the Certificate of Public Convenience and Necessity for the City of Palm Coast COPCN from October 1, 2011 to September 30, 2013.



9. **Board Appointments**

a) **Appointments to the Contractor Review Board:** Request the Board consider the reappointment of Mr. Luis Medeiros, Mr. Barry Martin, and Mr. William Dudley, Jr. in the respective categories. All individuals are registered voters and residents of Flagler County.

b) **Appointment to the Tourist Development Council:** Request the Board consider the reappointment of Ms. Pamela Walker to the Tourist Development Council as the representative *Involved in the Tourist Industry* and Mr. Steve Settle as the representative from the City of Flagler Beach. Both individuals are registered voters and residents of Flagler County.

10. **FY 2012 State Aid to Libraries Grant Agreement in the Amount of \$26,408.00:** Request the Board approve and authorize Chairman to execute the FY 2012 State Aid Application and the State Aid to Libraries Grant Agreement.

11. **FY 2012-2015 Flagler County Public Library Long Range Service Plan:** Request the Board adopt the Flagler County public Library Long Range Service Plan for 2012-2015.

12. **Flagler County Health Insurance Administrative Services Agreement Amendment:** Request the Board approve the revised Administrative Services Agreement for the health insurance plan with Blue Cross Blue Shield with an effective date of October 1, 2011.

13. **Approval of the Local Agency Program (LAP) Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation (FDOT) for the A1A Scenic Historic Byway Bings Landing Recreational Facility Improvements Project in the Amount of \$70,000.00:** Request the Board approve the Local Agency Program (LAP) Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation for the A1A Scenic Historic Byway Bings Landing Recreational Facility Improvements project in the amount of \$70,000.00.

14. **Approval of Use of 309 Funds to Purchase Two (2) 500KW Emergency Back-Up Generators for use within the Government Complex:** Request the Board approve the use of 309 Funds to Purchase Two (2) 500KW Emergency Back-Up Generators for use within the Government Complex for the GSB and Power (HVAC) Plant.



15. **City of Flagler Beach - \$145,000.00 – Tourist Development Fund 109 Capital Improvements/Public Tourism Infrastructure Funding:** Request the Board approve the recommendation from the Tourist Development Council to fund \$145,000.00 from Fund 109 Capital Improvements/Public Tourism Infrastructure Funding to the City of Flagler Beach for the renovations and updates to the Flagler Beach Pier property. In addition, consider entering into an agreement with the City of Flagler Beach providing for repayment of the grant or portion thereof if such tourism uses are discontinued.
16. **Approval of Bid Award and Contract for #FC-11-17 Princess Place Road Design/Build Bridge No. 734090 Replacement; FDOT Financial Project No. 428683-1-58-01:** Request the Board approve award of bid and contract to the low responsive and responsible bidder S.E Cline Construction of Palm Coast, Florida for the Alternate Bid totaling \$542,325.00.
17. **FY 2011/12 Approval of an Application to the Florida Commission for the Transportation Disadvantaged (CTD) for the Shirley Conroy Rural Capital Assistance Support Grant in the Amount of \$72,000.00 and Authorizing Resolution:** Request the Board approve the grant application for the Florida Commission for Transportation Disadvantaged (CTD) and adopt the resolution authorizing the County Administrator to sign the grant application and subsequent grant agreement on behalf of Flagler County.
18. **Approval of Revised Lease Agreement with Captain's Bait, Tackle and BBQ, LLC for Bings Landing Concessions:** Request the Board approve the revised lease agreement with Captain's Bait, Tackle and BBQ, LLC for Bings Landing Concessions for the following items:
  1. New leased premise square footage and area as shown on Appendix A
  2. Lease rent increases of \$40 per year versus 10% per year.
  3. Staff signage approval authority with A1A Scenic PRIDE oversight without a return to the Board of County Commissioners.
19. **Consideration to Accept a Portion of Strickland Road/Durrance Lane as a Public Road:** Request the Board provide staff guidance on the following issues:
  1. Whether or not to accept the Roadway.
  2. If the Board decides to accept the roadway, what improvements, if any, should the County make to the roadway.
  3. If the Board decides to make improvements to the roadway, what funding method would the Board like staff to pursue? Gas tax, MSBU, MSTU, etc.

## **PUBLIC HEARINGS**

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

20. **Approval of Fiscal Year 2011-12 Assessment Rates and Assessment Rolls for the Daytona North Service District, the Bimini Gardens Municipal Service Benefit Unit, the Espanola Special Service District, the Rima Ridge Special Service District, the Colbert Lane Extension Benefitted Land Special Assessment District, the Flagler Estates MSTU, and the Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District:** Request the Board of County Commissioners approve the attached resolution approving the assessment rolls and setting the non-ad valorem assessment rates.
21. **Public Hearing to Amend the Fiscal Year 2010-2011 Budget:** Request the Board approve Resolution 2011-\_\_\_\_ amending the fiscal year 2010-2011 budget in the amount of \$2,007,618 for various funds as detailed in Schedule A to the resolution.

## **GENERAL BUSINESS**

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

22. **Request the Board of County Commissioners Approve the Professional Services Agreement for Auditing Services with Carr, Riggs & Ingram, LLC for the Three Year Period Commencing with the Fiscal Year Ending September 30, 2011 and Authorize the Chairman to Execute All Required Documents:** Request the Board of County Commissioners Approve the Professional Services Agreement for Auditing Services with Carr, Riggs & Ingram, LLC for the Three Year Period Commencing with the Fiscal Year Ending September 30, 2011 and Authorize the Chairman to Execute All Required Documents.
23. **COUNTY ADMINISTRATOR REPORT/COMMENTS**
24. **COUNTY ATTORNEY REPORT/COMMENTS**
25. **COMMISSION ACTION**
- a) Letter of Support for First Coast Management Services ITN – Commissioner Barbara Revels

**26. 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.

**27. COMMISSION COMMENTS**

**28. ADJOURNMENT**

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 needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.



**Linda L. Russell**

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**From:** Linda L. Russell  
**Sent:** Friday, July 29, 2011 12:34 PM  
**To:** Alan Peterson; Albert J. Hadeed; Barbara S. Revels; Becki Spaulding; Christie Mayer; George Hanns; Lana Raymond; Linda Sanita; Lisa Bates; Milissa Holland; Nate McLaughlin; Nate McLaughlin; Rhea Cosgrove; Sally Sherman  
**Subject:** FW: July 20 Disbursement report  
**Attachments:** Disbursement Report.pdf

Dear Commissioners,

Please see the attached Disbursement Report for the Week Ending July 20, 2011. This Report will appear on the Board's August 15<sup>th</sup> Meeting Agenda. Copies of the report have been placed in your Mail Boxes.

Have a good weekend.

Linda

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**From:** Rhea Cosgrove  
**Sent:** Wednesday, July 27, 2011 2:35 PM  
**To:** Linda L. Russell  
**Cc:** Lisa Bates; Linda Sanita  
**Subject:** July 20 Disbursement report

Good Afternoon Linda,

Please find attached the Disbursement Report of Invoices processed for the week ending July 20, 2011 being provided by the Clerk of the Circuit Court Finance Department for acceptance by the Board of County Commissioners.

Thank you

*Rhea Cosgrove* Clerks Secretary to the Board  
Flagler County Clerk of Court  
1769 E. Moody Blvd. Building 1  
Bunnell, FL 32110  
386 313-4403  
[rcosgrove@flaglerclerk.com](mailto:rcosgrove@flaglerclerk.com)

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

Date: 7/27/2011

**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/20/2011	1020	FLAGLER CO BCC POOLED CASH FUNDS	CK REQ 07/20/11	2,000,000.00	MOVE CASH FROM EMS CKNG ACCT TO POOLED CASH CKNG
2,000,000.00					
7/26/2011	1223	FLAGLER CO BCC POOLED CASH FUNDS	MEDICAID WIRE	200.00	MEDICAID WIRE-MAY 11 COMM SRVCS CASE MGMT-11WT1262
7/26/2011			MEDICAID WIRE	9,630.00	APR/MAY 11 COMM SVCS CASE MGMT/ADC FEES-11WT1263
9,830.00					
7/20/2011	130122	FCBCC GROUP BENEFITS (P/R)	20110729	2,768.18	PAYROLL SUMMARY
7/20/2011			20110729	456.61	PAYROLL SUMMARY
3,224.79					
7/20/2011	130123	HARTFORD LIFE & ACCIDENT INSURANCE	20110708	3,130.39	PAYROLL SUMMARY
7/20/2011			20110729	127.61	PAYROLL SUMMARY
3,258.00					
7/26/2011	130125	A T & T (CLUB)	M66-4012 0711	69.97	LOCAL PHONE SVC,6/20-7/19 ADMINISTRATION
7/26/2011			M66-4012 0711	32.80	LOCAL PHONE SVC,6/20-7/19 BOARD OF CO COMMISSIONERS
7/26/2011			M66-4012 0711	7.00	LOCAL PHONE SVC,6/20-7/19 LAND MANAGEMENT
7/26/2011			M66-4012 0711	62.98	LOCAL PHONE SVC,6/20-7/19 BUILDING
7/26/2011			M66-4012 0711	27.99	LOCAL PHONE SVC,6/20-7/19 CENTRAL PERMITTING
7/26/2011			M66-4012 0711	27.99	LOCAL PHONE SVC,6/20-7/19 CODE ENFORCEMENT
7/26/2011			M66-4012 0711	41.98	LOCAL PHONE SVC,6/20-7/19 COUNTY ATTORNEY
7/26/2011			M66-4012 0711	111.95	LOCAL PHONE SVC,6/20-7/19 EMS-ADMINISTRATION
7/26/2011			M66-4012 0711	76.97	LOCAL PHONE SVC,6/20-7/19 EMS-E-911
7/26/2011			M66-4012 0711	167.93	LOCAL PHONE SVC,6/20-7/19 EMS-EMPA
7/26/2011			M66-4012 0711	69.97	LOCAL PHONE SVC,6/20-7/19 EMS-FIRE RESCUE
7/26/2011			M66-4012 0711	41.98	LOCAL PHONE SVC,6/20-7/19 DOF RED TEAM
7/26/2011			M66-4012 0711	62.98	LOCAL PHONE SVC,6/20-7/19 ENGINEERING
7/26/2011			M66-4012 0711	27.99	LOCAL PHONE SVC,6/20-7/19 FACILITIES
7/26/2011			M66-4012 0711	55.98	LOCAL PHONE SVC,6/20-7/19 FINANCIAL SERVICES
7/26/2011			M66-4012 0711	21.00	LOCAL PHONE SVC,6/20-7/19 FLEET

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130125...	A T & T	M66-4012 0711	21.00	LOCAL PHONE SVC,6/20-7/19 GENERAL SERVICES
7/26/2011		(CLUB)...	M66-4012 0711	39.63	LOCAL PHONE SVC,6/20-7/19 GROWTH MANAGEMENT
7/26/2011			M66-4012 0711	34.99	LOCAL PHONE SVC,6/20-7/19 HUMAN RESOURCES
7/26/2011			M66-4012 0711	21.00	LOCAL PHONE SVC,6/20-7/19 CARE HERE MEDICAL CLINIC
7/26/2011			M66-4012 0711	76.97	LOCAL PHONE SVC,6/20-7/19 INFORMATION TECHNOLOGY
7/26/2011			M66-4012 0711	7.00	LOCAL PHONE SVC,6/20-7/19 PARKS AND REC
7/26/2011			M66-4012 0711	34.99	LOCAL PHONE SVC,6/20-7/19 PLANNING DEPT
7/26/2011			M66-4012 0711	21.00	LOCAL PHONE SVC,6/20-7/19 POOLED
7/26/2011			M66-4012 0711	41.98	LOCAL PHONE SVC,6/20-7/19 PUBLIC WORKS
7/26/2011			M66-4012 0711	41.98	LOCAL PHONE SVC,6/20-7/19 PURCHASING
7/26/2011			M66-4012 0711	13.99	LOCAL PHONE SVC,6/20-7/19 TDC
7/26/2011			M66-4012 0711	13.99	LOCAL PHONE SVC,6/20-7/19 UTILITIES
7/26/2011			M66-4012 0711	27.99	LOCAL PHONE SVC,6/20-7/19 VETERANS SERVICES
7/26/2011			M66-4012 0711	7.00	LOCAL PHONE SVC,6/20-7/19 WASTE SERVICES
7/26/2011			M66-4012 0711	55.98	LOCAL PHONE SVC,6/20-7/19 SUPERVISOR OF ELECTIONS
7/26/2011			M66-4012 0711	83.97	LOCAL PHONE SVC,6/20-7/19 TAX COLLECTOR
7/26/2011			M66-4012 0711	97.96	LOCAL PHONE SVC,6/20-7/19 PROPERTY APPRAISER
7/26/2011			M66-4012 0711	626.16	LOCAL PHONE SVC,6/20-7/19 CLERK OF COURT
7/26/2011			M66-4012 0711	53.38	LOCAL PHONE SVC,6/20-7/19 FCSSO-JUDICIAL CENTER
7/26/2011			M66-4012 0711	15.24	LOCAL PHONE SVC,6/20-7/19 PUBLIC DEFENDER
7/26/2011			M66-4012 0711	129.62	LOCAL PHONE SVC,6/20-7/19 COURT ADMINISTRATION
7/26/2011			M66-4012 0711	38.13	LOCAL PHONE SVC,6/20-7/19 COURT ADMIN/COURT REPORTR
7/26/2011			M66-4012 0711	15.24	LOCAL PHONE SVC,6/20-7/19 COURT ADMIN/DRUG COURT
7/26/2011			M66-4012 0711	22.88	LOCAL PHONE SVC,6/20-7/19 COURT ADMIN/LAW CLERK
7/26/2011			M66-4012 0711	7.63	LOCAL PHONE SVC,6/20-7/19 COURT ADMIN/TEEN COURT
7/26/2011			M66-4012 0711	77.24	LOCAL PHONE SVC,6/20-7/19 JUDICIAL
7/26/2011			M66-4012 0711	30.50	LOCAL PHONE SVC,6/20-7/19 JUDICIAL-COUNTY COURT
7/26/2011			M66-4012 0711	223.31	LOCAL PHONE SVC,6/20-7/19 STATE ATTORNEY
7/26/2011			M66-4012 0711	21.00	LOCAL PHONE SVC,6/20-7/19 CITY OF BUNNELL
7/26/2011			M66-4012 0711	7.00	LOCAL PHONE SVC,6/20-7/19 GUARDIAN AD LITEM
				2,816.21	
7/26/2011	130126	ADVANCED ENVIRONMENTAL LABORATORIES	97214-B	148.50	WATER SAMPLING SRVCS PARKS DEPT-JUNE 2011

"?" 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: 7/27/2011

**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130126...	ADVANCED ENVIRONMENTAL LABORATORIES...	97214-B	510.20	WATER SAMPLING SRVCS BEVERLY BEACH-JUNE 2011
7/26/2011			97214-B	177.10	WATER SAMPLING SRVCS EAGLE LAKES-JUNE 2011
				835.80	
7/26/2011	130127	AGENCY FOR HEALTH CARE ADMIN.	201104	1,587.25	MEDICAID CO REBILL NURSING HOME-APR,MAY 2011
7/26/2011			201104	6,931.33	MEDICAID CO REBILL HOSPITAL-APR,MAY 2011
				8,518.58	
7/26/2011	130128	ALTER M.D., DR. DENNIS T.	1-18825.0-1	114.77	SS INDIGENT HEALTH [REDACTED]
7/26/2011			1-18825.0-2	106.08	SS INDIGENT HEALTH [REDACTED]
				220.85	
7/26/2011	130129	AMERICAN HEALTH ASSOCIATES	22110529	9.50	SS INDIGENT HEALTH [REDACTED]
7/26/2011			22195558	45.00	SS INDIGENT HEALTH [REDACTED]
7/26/2011			22197884	12.50	SS INDIGENT HEALTH [REDACTED]
7/26/2011			22200495	164.00	SS INDIGENT HEALTH [REDACTED]
7/26/2011			22201610	84.50	SS INDIGENT HEALTH [REDACTED]
7/26/2011			22202641	12.50	SS INDIGENT HEALTH [REDACTED]
				328.00	
7/26/2011	130130	ARCADIA HEALTH CARE- PALM COAST	1502342	820.08	HMKNG, PRSNL CARE SVCS-CCE 5/02/11-5/27/11
7/26/2011			1502343	359.04	HMKNG, PRSNL CARE SVCS-CCE 5/02/11-5/27/11
7/26/2011			1502345	130.56	PRSNL CARE SVCS-CCE 5/18/11-5/27/11
7/26/2011			1502346	54.00	HMKNG SVCS-IIIB 5/10/11-5/18/11
7/26/2011			1502347	108.00	HMKNG SVCS-IIIB 05/04/11-05/25/11
7/26/2011			1502348	108.00	HMKNG SVCS-IIIB 5/04/11-5/25/11
7/26/2011			1502348	195.84	PRSNL CARE SVCS-IIIB/P 5/02/11-5/27/11
7/26/2011			1502349	538.56	HMKNG, PRSNL CARE SVCS-CCE 5/03/11-5/26/11
7/26/2011			1502350	236.64	HMKNG, PRSNL CARE SVCS-CCE 5/09/11-5/27/11
7/26/2011			1502352	81.00	HMKNG SVCS-IIIB 5/05, 5/12, 5/26/11
7/26/2011			1502353	108.00	HMKNG SVCS-IIIB 5/05, 5/12, 5/19, 5/26/11

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

Date: 7/27/2011

**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130130	ARCADIA HEALTH CARE- PALM COAST...	1502354	81.00	HMKNG SVCS-IIIB 5/03,5/10,5/17/11
7/26/2011			1502355	16.32	HMKNG, PRSNL CARE SVCS-CCE 5/02/11
7/26/2011			1502356	652.80	HMKNG, RSPT, PRSNL CARE-CCE 5/03/11-5/27/11
7/26/2011			1502358	54.00	HMKNG SVCS-IIIB 5/03/11, 5/16/11
7/26/2011			1502360	106.08	HMKNG, RSPT, PRSNL CARE-CCE 5/06/11, 5/09/11
7/26/2011			1502362	94.50	HMKNG SVCS-IIIB 5/03/11-5/20/11
7/26/2011			1502362 - 1	114.24	PRSNL CARE SVCS-IIIB/P 5/03/11-5/20/11
7/26/2011			1502363	54.00	HMKNG SVCS-IIIB 5/10/11, 5/24/11
7/26/2011			1502366	130.56	PRSNL CARE SVCS-CCE 5/02/11-5/26/11
7/26/2011			1502367	130.56	PRSNL CARE SVCS-CCE 5/02/11-5/27/11
7/26/2011			1502369	108.00	HMKNG SVCS-IIIB 5/03/11-5/24/11
7/26/2011			1502373	293.76	HMKNG, RSPT, PRSNL CARE-CCE 5/07, 5/14, 5/21/11
7/26/2011			1502374	485.52	HMKNG, RSPT, PRSNL CARE-CCE 5/02/11-5/13/11
7/26/2011			1502375	391.68	HMKNG, PRSNL CARE SVCS-CCE 5/03/11-5/26/11
7/26/2011			1502376	391.68	HMKNG, RSPT SVCS-CCE 5/01/11-5/22/11
7/26/2011			1502377	391.68	HMKNG, PRSNL CARE SVCS-CCE 5/02/11-5/27/11
7/26/2011			1502378	81.60	PRSNL CARE SVCS-IIIB/P 5/03/11-5/26/11
7/26/2011			1502379	881.28	HMKNG, PRSNL, RSPT SVCS-CCE 5/01/11-5/27/11
7/26/2011			1502380	391.68	RSPT SVCS-CCE 5/06/11-5/24/11
7/26/2011			1502381	595.68	PRSNL CARE, RSPT SVCS-CCE 5/06/11-5/26/11
				8,186.34	
7/26/2011	130131	ATLANTIC NEPHROLOGY INC	HABERS0000	139.16	SS INDIGENT HEALTH
				139.16	
7/26/2011	130132	AUDIO EDITIONS	1137742-1	8.00	CD FOR THE LIBRARY
				8.00	
7/26/2011	130133	BAKER & TAYLOR	5011497394	47.33	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011497395	4,676.52	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011502920	154.91	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011502920	45.03	MISC BOOKS FOR THE BUNNELL LIBRARY
7/26/2011			5011504480	102.68	MISC BOOKS FOR THE LIBRARY

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

Date: 7/27/2011

**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
7/26/2011	130133...	BAKER & TAYLOR...	5011508089	13.36	BOOK FOR THE LIBRARY
7/26/2011			5011508090	488.07	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011509061	593.87	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011511673	22.53	BOOK FOR THE BUNNELL LIBRARY
7/26/2011			5011511674	18.79	BOOK FOR THE LIBRARY
7/26/2011			5011511748	101.10	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011511748	28.88	MISC BOOKS FOR THE BUNNELL LIBRARY
7/26/2011			5011511749	49.54	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011514176	160.37	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011514250	108.73	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011514250	31.18	MISC BOOKS FOR THE BUNNELL LIBRARY
7/26/2011			5011514251	24.92	BOOK FOR THE LIBRARY
7/26/2011			5011515397	36.51	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011519208	212.21	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011519208	62.38	MISC BOOKS FOR THE BUNNELL LIBRARY
7/26/2011			5011519209	31.58	BOOK FOR THE LIBRARY
7/26/2011			5011520262	105.76	MISC BOOKS FOR THE LIBRARY
7/26/2011			5011520262	30.05	MISC BOOKS FOR THE BUNNELL LIBRARY
				7,146.30	
7/26/2011	130134	BAKER & TAYLOR EBIS	V56121150	435.93	MISC DVDS FOR THE LIBRARY
7/26/2011			V56375420	44.19	MISC DVDS FOR THE LIBRARY
7/26/2011			V56810780	38.94	MISC DVDS FOR THE LIBRARY
				519.06	
7/26/2011	130135	BOUND TREE MEDICAL LLC	80605988	430.00	IV CATHETERS FOR FIRE/RSC
				430.00	
7/26/2011	130136	BRIGHT HOUSE NETWORKS	0236752-02 0711	61.34	WICKLINE CENTER JULY 2011
7/26/2011			0762166-01 0711	66.26	SENIOR SERVICES JULY 2011
				127.60	
7/26/2011	130137	BRIGHT HOUSE NETWORKS - ORLANDO	0796213-02 0711	77.90	INTERNET SVC@BUNNELL LIBRY JULY 2011

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**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130137...	BRIGHT HOUSE NETWORKS - ORLANDO...	0914617-01 0711	574.00	INTERNET SVC @ LIBRARY JULY 2011
				651.90	
7/26/2011	130138	BUNNELL PHARMACY	2015301	8.42	SS INDIGENT HEALTH - RX
7/26/2011			2015329	11.46	SS INDIGENT HEALTH - RX
7/26/2011			4063909	23.00	SS INDIGENT HEALTH - RX
7/26/2011			4064093	22.43	SS INDIGENT HEALTH - RX
7/26/2011			4064120	37.48	SS INDIGENT HEALTH - RX
7/26/2011			4064197	13.33	SS INDIGENT HEALTH - RX
7/26/2011			6306553	29.95	SS INDIGENT HEALTH - RX
7/26/2011			6306554	6.00	SS INDIGENT HEALTH - RX
7/26/2011			6306555	6.92	SS INDIGENT HEALTH - RX
7/26/2011			6306597	68.08	SS INDIGENT HEALTH - RX
7/26/2011			6306784	6.00	SS INDIGENT HEALTH - RX
				233.07	
7/26/2011	130139	CARDIOVASCULAR CONSULTANTS	22849	181.48	SS INDIGENT HEALTH
				181.48	
7/26/2011	130140	CAREHERE, LLC	5591	14,352.00	CAREHERE PROGRAM FEES MAY 2011
7/26/2011			5761	14,283.00	CAREHERE PROGRAM FEES JUNE 2011
				28,635.00	
7/26/2011	130141	CHANNEL INNOVATIONS CORPORATION	1635	13,450.00	FOAM SKID UNIT EQUIP RPR WILDFIRES
				13,450.00	
7/26/2011	130142	CITY OF FLAGLER BEACH (UTIL)	00750 0611	296.82	WICKLINE CENTER JUNE 2011
				296.82	
7/26/2011	130143	CITY OF PALM COAST	20266	1,710.64	EMS FUEL CHARGES JUNE 2011

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**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				1,710.64	
7/26/2011	130144	CITY OF PALM COAST - UTILITY ASST	029381	190.00	UTIL DEPOSIT ASSISTANCE, A&K JOHNSON,23B BRUNSWICK
				190.00	
7/26/2011	130145	CLYMER CREMATIONS & FUNERAL HOME	029383	500.00	INDIGENT CREMATION ANTOINE J.BONVOULIOR
				500.00	
7/26/2011	130146	COMMERCIAL FENCE CONTRACTORS INC	3/FINAL/RETAIN.	14,028.25	FINAL/RETAINAGE AIRPORT PERIMETER FENCING
				14,028.25	
7/26/2011	130147	COMMUNICATION INTERNATIONAL INC	INV1108959	165.00	MOBILE RADIO RPR-REINSTLL POWER SUPPLY TO SPEAKERS
				165.00	
7/26/2011	130148	CONFIDENT CARE OF FLORIDA INC	335	195.84	HMKNG, PRSNL CARE-IIB/P 5/01/11-5/28/11
7/26/2011			335	162.00	HMKNG, PRSNL CARE-IIIB 5/01/11-5/28/11
				357.84	
7/26/2011	130149	CONTINENTAL AUTO & TRUCK SERV CNTR	26254	1,192.53	FIRETRUCK A/C COMPRESSOR, FILTER DRYER FOR VEH#899
				1,192.53	
7/26/2011	130150	CSI PRIVATE DUTY SERVICES, INC.	413640	32.64	HMKNG, RSPT SVCS-CCE 4/01/11
7/26/2011			419916	81.60	HMKNG SVCS-CCE 5/31/11
7/26/2011			420100	195.84	HMKNG, RSPT SVCS-CCE 6/01/11-6/10/11
7/26/2011			420101	97.92	HMKNG, RSPT SVCS-CCE 6/07, 6/08, 6/09/11
7/26/2011			420104	81.60	HMKNG, PRSNL CARE SVCS-CCE 5/02/11-5/06/11
7/26/2011			420643	97.92	HMKNG, RSPT SVCS-CCE 5/16, 5/18, 5/20/11
7/26/2011			420644	97.92	HMKNG, RSPT SVCS-CCE 6/13, 6/15, 6/17/11

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**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130150...	CSI PRIVATE DUTY SERVICES, INC....	420645	97.92	HMKNG,RSPT SVCS-CCE 6/14,6/15,6/16/11
7/26/2011			420647	244.80	HMKNG,PRSNL CARE,RSPT-CCE 5/25/11-5/31/11
7/26/2011			420648	391.68	HMKNG,PRSNL CARE,RSPT-CCE 6/01/11-6/17/11
				1,419.84	
7/26/2011	130151	CULLIGAN WATER CONDITION	372364	146.10	WTR SFTNR SVC,06/29-07/27 RIMA RIDGE STATION #81
7/26/2011			372401	98.50	WTR SFTNR SVC,06/29-07/27 KORONA FIRE STATION #31
7/26/2011			372413	98.50	WTR SFTNR SVC,06/29-07/27 ST.JOHNS FIRE STATION #71
7/26/2011			372414	40.00	WTR SFTNR SVC,06/29-07/27 ESPANOLA FIRE STATION #51
				383.10	
7/26/2011	130152	EAST CENTRAL FLORIDA OUTPATIENT LLC	247550CGJ	31.14	SS INDIGENT HEALTH
7/26/2011			247550CS4	316.55	SS INDIGENT HEALTH
7/26/2011			248326CPS	31.55	SS INDIGENT HEALTH
7/26/2011			248326CPT	139.73	SS INDIGENT HEALTH
7/26/2011			248326CPU	123.82	SS INDIGENT HEALTH
7/26/2011			85374C96	316.55	SS INDIGENT HEALTH
				959.34	
7/26/2011	130153	EASTERN AVIATION FUELS INC	1146551	29,182.70	JET FUEL
7/26/2011			1150823	31,822.69	AVGAS 100LL
				61,005.39	
7/26/2011	130154	ELLIOTT CONSULTING, INC.	10445	900.00	NUTRITION CONSULTING SVCS WICKLINE-JUNE 2011
				900.00	
7/26/2011	130155	ENVIRONMENTAL LAND SERVICES OF	16577	1,800.00	DEMO&RMVL OF DEBRIS@2096 2096 OAK ST,BUNNELL
				1,800.00	
7/26/2011	130156	FAMILY MEDICAL CARE OF PALM COAST	46459	907.53	SS INDIGENT HEALTH

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7/26/2011	130157	FIRESTORE ONLINE.COM INC	2011-10030	1,171.20	FLEXFIT CAPS,SS T-SHIRTS, W/SCREEN PRNTS-WILDFIRES
				1,171.20	
7/26/2011	130158	FL DEPT OF MANAGEMENT SERVICES	14-1020 - 1054	3,879.30	SUNCOM BASE PHONE CHRGS MAY 2011
7/26/2011			20-675	138.69	SUNCOM L/D PHONE CHRGS MAY 2011
7/26/2011			2C-133	17.17	SUNCOM BASE PHONE CHRGS MAY 2011
				4,035.16	
7/26/2011	130159	FLAGLER C.D.S., INC.	142531	537.50	LAND CLEARING-6/27,6/28, 6/29,6/30/11-PARKS DEPT
7/26/2011			142589	105.00	LAND CLEARING-7/7,7/8/11 PARKS DEPT
				642.50	
7/26/2011	130160	FLAGLER CO CLERK OF COURT	CK REQ 07/20/11	1,698.00	REFUND FOR O/P ON FY 2010 EXCSS FEES FY11 AJE609
				1,698.00	
7/26/2011	130161	FLAGLER CO CLERK OF COURT-RECORDING	029382	58.50	RECORDING OF DOCUMENTS JUNE 2011
				58.50	
7/26/2011	130162	FLAGLER CO HEALTH DEPT	1817181	100.00	SS INDIGENT HEALTH [REDACTED]
7/26/2011			1817182	75.00	SS INDIGENT HEALTH [REDACTED]
				175.00	
7/26/2011	130163	FLAGLER CO SCHOOL BRD-ADULT	5911	828.00	ADULT DAY CARE SRVCS FOR F.NAPOLITANO,JUNE 2011
				828.00	
7/26/2011	130164	FLORIDA HEALTH CARE PLANS INC	12794260	779.07	SS INDIGENT HEALTH [REDACTED]
				779.07	

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7/26/2011	130165	FLORIDA LOBBY ASSOCIATES INC	1306	3,333.33		RETAINER FEE FOR CONSLTNG SRVCS-JULY 2011
				3,333.33		
7/26/2011	130166	FLORIDA PARK FAMILY DENTISTRY, PA	HO0151	299.70		SS INDIGENT DENTAL HEALTH [REDACTED]
				299.70		
7/26/2011	130168	FLORIDA POWER & LIGHT	0388882060 0611	20.09		ARENA JUN 02 2011-JUL 05 2011
7/26/2011			0700308471 0611	686.87		FCRA CATTLEMEN HALL JUN 02 2011-JUL 05 2011
7/26/2011			1084966405 0611	16.46		OL @ LAW LIBRARY JUN 06 2011-JUL 07 2011
7/26/2011			1139620247 0611	1,382.12		1769 E.MOODY BLVD BLDG #5 JUN 06 2011-JUL 07 2011
7/26/2011			1259200911 0611	55.05		MOODY BOAT LAUNCH RSTRMS JUN 07 2011-JUL 08 2011
7/26/2011			1589802519 0611	1,158.50		AG CENTER JUN 02 2011-JUL 05 2011
7/26/2011			1844764587 0611	78.24		FCRA FFA RESTROOM LIGHTS JUN 02 2011-JUL 05 2011
7/26/2011			2215939196 0611	7.48		ESPANOLA RSTRM/BASKETBALL JUN 02 2011-JUL 05 2011
7/26/2011			2479609303 0611	101.93		VETERANS SERVICES JUN 06 2011-JUL 07 2011
7/26/2011			2484209941 0611	164.50		KORONA FIRE STATION #31 JUN 03 2011-JUL 06 2011
7/26/2011			2651645315 0611	12.34		1307 E.HOWE ST(CLEGG) JUN 06 2011-JUL 07 2011
7/26/2011			2687480067 0611	515.03		CONCESSION ARENA JUN 02 2011-JUL 05 2011
7/26/2011			2700296276 0611	151.56		BOOSTER STA@3610 N.OCNshr JUN 07 2011-JUL 08 2011
7/26/2011			2860972260 0611	142.09		PW SEC FAC-BENJIS HOUSE JUN 06 2011-JUL 07 2011
7/26/2011			3100731375 0611	50.92		FCRA SOFTBL FIELD 5 PUMP JUN 02 2011-JUL 05 2011
7/26/2011			3170898138 0611	23.95		CARVER GYM O/L JUN 06 2011-JUL 07 2011
7/26/2011			3298621099 0611	17.26		ESPANOLA STATION #51 JUN 02 2011-JUL 05 2011
7/26/2011			3345593069 0611	745.29		240 STARBOARD DR SEWER 1 JUN 07 2011-JUL 08 2011
7/26/2011			3469710234 0611	131.38		FCRA EXHIBIT HALL @ CR13 JUN 02 2011-JUL 05 2011
7/26/2011			3560494068 0611	628.50		240 STARBOARD DR SEWER 2 JUN 07 2011-JUL 08 2011
7/26/2011			3609105808 0611	564.55		CARVER GYM ALL BUT AVC JUN 06 2011-JUL 07 2011
7/26/2011			3769903505 0611	18.16		3468 N.OCNshr BLVD PUMP JUN 07 2011-JUL 08 2011
7/26/2011			3806901298 0611	39.79		LIFT STATION @ WWTP JUN 07 2011-JUL 08 2011
7/26/2011			3938961087 0611	664.35		HAMMOCK FIRE STATION #41 MAY 27 2011-JUN 29 2011
7/26/2011			4397681067 0611	18.56		ARENA IRRIGATION JUN 02 2011-JUL 05 2011
7/26/2011			4812011007 0611	34.48		FCRA BASEBALL FIELD 4 JUN 02 2011-JUL 05 2011
7/26/2011			4914980497 0611	6,061.98		ENERGY PLANT@1769 E.MOODY JUN 06 2011-JUL 07 2011

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**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130168...	FLORIDA POWER & LIGHT...	4914980497 0611	6,061.99	ENERGY PLANT@1769 E.MOODY JUN 06 2011-JUL 07 2011
7/26/2011			5078174520 0611	9.07	OL @ OKR SCALEHOUSE JUN 10 2011-JUL 13 2011
7/26/2011			5078800983 0611	169.87	FCRA BASEBALL FIELDS 1,2,3 JUN 02 2011-JUL 05 2011
7/26/2011			5082809988 0611	153.60	FCRA BASEBALL CONCESSION JUN 02 2011-JUL 05 2011
7/26/2011			5099803925 0611	10.88	O/L@FCRA FAIRGROUNDS JUN 02 2011-JUL 05 2011
7/26/2011			5745095140 0611	164.23	PW MAINTENANCE BLDG #9 JUN 06 2011-JUL 07 2011
7/26/2011			6003805998 0611	117.46	FCRA SOFTBALL CONCESSION JUN 02 2011-JUL 05 2011
7/26/2011			6137904931 0611	177.50	ST JOHNS COMMUNITY CENTER JUN 02 2011-JUL 05 2011
7/26/2011			6138902967 0611	314.45	ST JOHNS PARK STATION #71 JUN 02 2011-JUL 05 2011
7/26/2011			6479559269 0611	261.62	OLD POST OFFICE-LAW LIBRY JUN 06 2011-JUL 07 2011
7/26/2011			7027465041 0611	649.78	AIRPORT/AMB EXPANSION JUN 03 2011-JUL 06 2011
7/26/2011			7432822307 0611	938.81	CARVER GYM A/C JUN 06 2011-JUL 07 2011
7/26/2011			7567185124 0611	27.88	1769 E.MOODY-IRRIGTN PUMP JUN 06 2011-JUL 07 2011
7/26/2011			7681055310 0611	41.31	STREET LIGHT@WADSWORTH PK JUN 02 2011-JUL 05 2011
7/26/2011			7865898345 0611	7.07	FAIRGROUNDS PUMP HOUSE JUN 02 2011-JUL 05 2011
7/26/2011			8004181106 0611	17.57	FCRA SOFTBALL PUMP HOUSE JUN 02 2011-JUL 05 2011
7/26/2011			8754648304 0611	133.83	ESPANOLA COMMUNITY CENTER JUN 02 2011-JUL 05 2011
7/26/2011			8969478208 0611	11,643.80	GSB JUN 06 2011-JUL 07 2011
7/26/2011			9026802992 0611	418.70	ESPANOLA VFD SIREN #51 JUN 02 2011-JUL 05 2011
				34,810.85	
7/26/2011	130169	FLORIDA WOMAN CARE LLC	610804V2-183	161.66	SS INDIGENT HEALTH
				161.66	
7/26/2011	130170	GA FOOD SERVICE INC	801260	303.84	SNR SVC MEAL PRGRM ADULT DAY CARE,6/13/11-6/19/11
7/26/2011			801260	1,900.66	SNR SVC MEAL PRGRM WCKLNE SNR CNTR,6/13/11-6/19/11
7/26/2011			802830	303.84	SNR SVC MEAL PRGRM ADULT DAY CARE,6/20/11-6/26/11
7/26/2011			802830	2,226.66	SNR SVC MEAL PRGRM WCKLNE SNR CNTR,6/20/11-6/26/11
				4,735.00	
7/26/2011	130171	HARTFORD LIFE & ACCIDENT INSURANCE	677792 0711	1,904.68	JULY 2011 BILLING FOR BASIC LIFE & BASIC AD&D
				1,904.68	

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**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
7/26/2011	130172	HENRY SCHEIN MATRX MEDICAL	1062115-01	265.45	MISC MEDICAL SUPPLIES FOR FIRE/RESCUE
7/26/2011			15145271	(132.40)	CREDIT FOR MORPHINE SULFT & HYDRMORPHONE INJ RETURN
7/26/2011			15312956	(42.90)	CR REF INV#5019912-01,RTN PF NITRILE GLOVES-FIRE/RS
7/26/2011			4827729-01	2,450.39	MISC MEDICATIONS FOR FIRE RESCUE
7/26/2011			4827729-02	149.09	GLUTOSE GEL TUBE FOR FIRE/RESCUE
7/26/2011			5019912-01	322.90	PF NITRILE GLVS FOR FIRE/RESCUE
7/26/2011			5844254-01	17.25	MIDAZOLAM HCL INJ FOR FIRE/RESCUE
7/26/2011			5844254-02	103.50	MIDAZOLAM HCL INJ FOR FIRE/RESCUE
7/26/2011			6062561-01	190.00	MECONIUM ASPIRATORS FOR FIRE/RESCUE
7/26/2011			6564591-01	144.00	MIDAZOLAM FOR FIRE/RESCUE
				3,467.28	
7/26/2011	130173	HOLLAND, MELISSA	029385	336.96	MILEAGE REIMB:MISC MTNGS& CONF,6/20,6/21,6/22,6/24
				336.96	
7/26/2011	130174	INGRAM LIBRARY SERVICES	59739578	31.38	BOOK FOR THE LIBRARY
				31.38	
7/26/2011	130175	INTERIM HHA OF ST AUGUSTINE, INC.	0402A19509-01	97.92	RSPT,HMKNG SVCS-CCE 4/11,4/14,4/15/11
7/26/2011			0402A19512-01	97.92	RSPT,HMKNG SVCS-CCE 4/11,4/13,4/14/11
7/26/2011			0402A19517-01	65.28	RSPT, PRSNL CARE SVCS-CCE 4/05/11
7/26/2011			0402A19518-01	293.76	RSPT, PRSNL CARE SVCS-CCE 4/09/11-4/13/11
7/26/2011			0402A19532-01	65.28	HMKNG, PRSNL CARE, RSPT-CCE 4/11/11, 4/13/11
7/26/2011			0402A20046-01	97.92	RSPT, HMKNG SVCS-CCE 5/31, 6/01, 6/03/11
7/26/2011			0402A20049-01	163.20	RSPT, HMKNG, PRSNL CARE-CCE 5/28, 5/31, 6/02/11
7/26/2011			0402A20123-01	97.92	RSPT, HMKNG SVCS-CCE 6/06, 6/09, 6/10/11
7/26/2011			0402A20126-01	97.92	HMKNG, RPST SVCS-CCE 6/07, 6/08, 6/09/11
7/26/2011			0402A20128-01	163.20	RSPT, HMKNG, PRSNL CARE-CCE 6/04, 6/06, 6/09/11
7/26/2011			0402A20272-01	97.92	HMKNG, RSPT SVCS-CCE 6/13, 6/14, 6/17/11
7/26/2011			0402A20273-01	97.92	RSPT, HMKNG SVCS-CCE 6/13, 6/15, 6/16/11
7/26/2011			0402A20276-01	163.20	RSPT, HMKNG, PRSNL CARE-CCE 6/11, 6/13, 6/15/11
				1,599.36	

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
7/26/2011	130176	JULIE HALD	24848	100.00	PARKS DEPOSIT REFUND HAMMOCK COMMUNITY CENTER
				100.00	
7/26/2011	130177	KNIGHT JON BOY INC	212318	50.00	CHEM TOILET SVC-JUNE 2011 FIRE TRNG CNTR-JUSTICE LA
				50.00	
7/26/2011	130178	LINEGEAR FIRE & RESCUE EQUIPMENT	12856	1,020.00	FULL BRIM HELMETS WITH RATCHETS FOR EMS
7/26/2011			12856	38.20	SHIPPING CHRG FOR FULL BRIM HELMETS FOR EMS
7/26/2011			12983	372.00	EAR,NECK&FACE PROTECTORS FOR EMS
7/26/2011			12983	8.00	SHPPNG CHRG FOR EAR,NECK& FACE PROTECTORS-EMS
				1,438.20	
7/26/2011	130179	MAILFINANCE, INC	H2616419	375.43	ADMIN MAILING SYSTM LEASE AUGUST 2011
				375.43	
7/26/2011	130180	MATTHEWS MD LLC, LAURENCE M	2910624701	60.13	SS INDIGENT HEALTH
				60.13	
7/26/2011	130181	MEDIQUICK URGENT CARE CENTERS INC	100224-1	105.00	PRE-EMP EKG & PHYSICAL CHRISTOPHER J. DAY
7/26/2011			100850	38.00	EMP DRUG SCREEN FOR DAVID W.NARA
7/26/2011			51037.0-5	45.00	POST ACCIDNT DRUG/ALCOHOL SCREEN-JERRY N.SMITH
7/26/2011			52875.0-3	65.00	POST ACCIDNT DRUG&ALCOHOL SCREEN FOR SEAN WALKER
7/26/2011			67805	105.00	PRE-EMP EKG & PHYSICAL MICHAEL J.DOLCE
7/26/2011			67805-1	45.00	EMP DRUG SCREEN FOR MICHAEL J.DOLCE
				403.00	
7/26/2011	130182	MEMORIAL HOSPITAL FLAGLER INC	006900319427	69.68	SS INDIGENT HEALTH
7/26/2011			006900320746	69.68	SS INDIGENT HEALTH
7/26/2011			006900323487	19.60	SS INDIGENT HEALTH
7/26/2011			006900325926	69.68	SS INDIGENT HEALTH
7/26/2011			006900326157	104.77	SS INDIGENT HEALTH

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

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**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130182	MEMORIAL HOSPITAL FLAGLER INC...	006900327606	104.77	SS INDIGENT HEALTH
7/26/2011			006900330342	276.94	SS INDIGENT HEALTH
7/26/2011			006900331764	139.16	SS INDIGENT HEALTH
7/26/2011			006900332166	104.77	SS INDIGENT HEALTH
7/26/2011			006900332536	103.28	SS INDIGENT HEALTH
7/26/2011			006900332667	69.68	SS INDIGENT HEALTH
7/26/2011			006900332832	123.10	SS INDIGENT HEALTH
7/26/2011			006900333081	69.68	SS INDIGENT HEALTH
7/26/2011			006900333290	161.66	SS INDIGENT HEALTH
7/26/2011			006900333513	104.77	SS INDIGENT HEALTH
7/26/2011			006900333530	104.77	SS INDIGENT HEALTH
7/26/2011			006900334316	104.77	SS INDIGENT HEALTH
7/26/2011			006900334352	103.28	SS INDIGENT HEALTH
7/26/2011			006900335036	69.95	SS INDIGENT HEALTH
7/26/2011			6453835-001	870.20	SS INDIGENT HEALTH
				2,844.19	
7/26/2011	130183	METZ & ASSOCIATES, LLC	273	3,693.06	PROF SVCS:BRIDGE POST DE- DESGN SRVCS,BRIDGE#734081
				3,693.06	
7/26/2011	130184	MUNICIPAL EQUIPMENT COMPANY LLC	303950	170.00	FIRE RAKES WWOODN HNDLS, NOZZLE-FOR WILDFIRES
7/26/2011			303992	2,330.00	ADPTRS,FORESTRY HOSES, FIRE RAKE HNDLS-WILDFIRES
7/26/2011			303992	2,990.00	SMOKE JUMPER WILDLAND JACKETS&PANTS-WILDFIRES
7/26/2011			304226	753.00	FIREPRO WILDLAND GOGGLES USED DURING WILDFIRES
				6,243.00	
7/26/2011	130185	MUSCO SPORTS LIGHTING LLC	224835	5,570.00	LIGHTING INSTALLATION FOR HIDDEN TRAILS BASKETBALL
				5,570.00	
7/26/2011	130186	NATURCHEM INC.	0080333-IN	285.00	WEED CONTROL SERVICES FOR DITCHES-PARKS DEPT
				285.00	

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**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for the week ending 7/20/2011**

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130187	NEUROLOGY ASSOCIATES	119537-1	308.00	SS INDIGENT HEALTH
7/26/2011			119537-2	509.92	SS INDIGENT HEALTH
				817.92	
7/26/2011	130188	NEWS-JOURNAL CORPORATION	I00940606	42.25	AD'NTCE OF FINDINGS OF NO SIGNFCNT IMPACT-BBWWTP
7/26/2011			I00944434	30.50	AD'VOLUNTEER POSITIONS FOR VARIOUS COUNCLS&BOARD
7/26/2011			I00944481	47.50	AD'INV.FOR BIDS#FC-11-24, TERM CNTRCT-PEST CONTROL
				120.25	
7/26/2011	130189	NEXTEL COMMUNICATIONS	162098724-078	53.10	COUNTY ATTORNEY 5/09/11-6/08/11
7/26/2011			162098724-079	121.52	ADMINISTRATION 6/09/11-7/08/11
7/26/2011			162098724-079	19.44	COMMUNITY RESOURCES 6/09/11-7/08/11
7/26/2011			162098724-079	104.97	AIRPORT 6/09/11-7/08/11
7/26/2011			162098724-079	104.97	BUILDING DEPT 6/09/11-7/08/11
7/26/2011			162098724-079	38.88	CODE ENFORCEMENT 6/09/11-7/08/11
7/26/2011			162098724-079	26.25	COMM SRVCS DIRECTOR 6/09/11-7/08/11
7/26/2011			162098724-079	26.24	COMM SRVCS MGR 3 6/09/11-7/08/11
7/26/2011			162098724-079	26.24	COMM SRVCS MGR 1 6/09/11-7/08/11
7/26/2011			162098724-079	26.24	COMM SRVCS MGR 2 6/09/11-7/08/11
7/26/2011			162098724-079	51.04	COUNTY ATTORNEY 6/09/11-7/08/11
7/26/2011			162098724-079	51.04	BOARD OF CO COMMISSIONERS 6/09/11-7/08/11
7/26/2011			162098724-079	46.65	DRUG COURT 6/09/11-7/08/11
7/26/2011			162098724-079	19.44	EMS ADMIN 6/09/11-7/08/11
7/26/2011			162098724-079	38.88	EMPG 6/09/11-7/08/11
7/26/2011			162098724-079	70.48	E-911 6/09/11-7/08/11
7/26/2011			162098724-079	45.07	EMERG.FLIGHT OPS 6/09/11-7/08/11
7/26/2011			162098724-079	190.50	FIRE/RESCUE 6/09/11-7/08/11
7/26/2011			162098724-079	229.38	FACILITIES 6/09/11-7/08/11
7/26/2011			162098724-079	52.50	FIRE/RESCUE 6/09/11-7/08/11
7/26/2011			162098724-079	151.62	FLEET 6/09/11-7/08/11
7/26/2011			162098724-079	54.20	G.A.L. 6/09/11-7/08/11
7/26/2011			162098724-079	164.77	GENERAL SERVICES 6/09/11-7/08/11
7/26/2011			162098724-079	19.44	GROWTH MANAGEMENT 6/09/11-7/08/11
7/26/2011			162098724-079	192.00	INFORMATION TECHNOLOGY 6/09/11-7/08/11

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

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7/26/2011	130189...	NEXTEL COMMUNICATIONS...	162098724-079	257.26		PARKS AND RECREATION 6/09/11-7/08/11
7/26/2011			162098724-079	19.44		PURCHASING DEPT 6/09/11-7/08/11
7/26/2011			162098724-079	38.88		SOLID WASTE 6/09/11-7/08/11
7/26/2011			162098724-079	38.88		UTILITIES 6/09/11-7/08/11
7/26/2011			162098724-079	19.44		VETERANS SERVICES 6/09/11-7/08/11
7/26/2011			162098724-079	58.32		TRANSPORTATION 6/09/11-7/08/11
7/26/2011			162098724-079	89.92		ENGINEERING 6/09/11-7/08/11
7/26/2011			162098724-079	66.09		PW ADMIN 6/09/11-7/08/11
7/26/2011			162098724-079	104.97		PW ADMIN 6/09/11-7/08/11
				2,618.06		
7/26/2011	130190	OCLC ONLINE COMPUTER LIBRARY CENTER	0000112693	(15.00)		CR REF INV#0000112950,RTN LANGUAGE SET FOR LIBRARY
7/26/2011			0000112950	1,125.00		SNGLE TITLE LANGUAGE SETS FOR THE LIBRARY
				1,110.00		
7/26/2011	130191	ORTHOPEAEDIC CLINIC OF DAYTONA	10434531	102.90		SS INDIGENT HEALTH [REDACTED]
				102.90		
7/26/2011	130192	PALM COAST DENTAL LLC	590537765	612.90		SS INDIGENT HEALTH [REDACTED]
				612.90		
7/26/2011	130193	PALM COAST PRINTING INC	5897	177.00		(500)BUSINESS CARDS EACH JOHNSON,COFFEY,SHERMAN
				177.00		
7/26/2011	130194	PALM HARBOR ORTHOPEDICS PA	49161.11	681.84		SS INDIGENT HEALTH [REDACTED]
7/26/2011			49201.11	118.53		SS INDIGENT HEALTH [REDACTED]
7/26/2011			49264.11	103.28		SS INDIGENT HEALTH [REDACTED]
				903.65		
7/26/2011	130195	PER-SE' TECHNOLOGIES INC	P154749	14,625.69		AMBULANCE BILLING JUNE 2011

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

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**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Invoice Number ?	Net Trans Amt	Description
					14,625.69	
7/26/2011	130196	PREMIER WATER & ENERGY TECH INC.	140327		514.50	WTR TRTMNT CONTRACT JULY 2011
7/26/2011			140327		514.50	WTR TRTMNT CONTRACT JULY 2011
					1,029.00	
7/26/2011	130197	PSS WORLD MEDICAL, INC. (PC)	67965221		432.41	ADACEL TDAP VACCINE FOR FIRE/RESCUE
7/26/2011			68193528		160.29	EXAM GLOVES, LANCETS, STREP DIPSTCKS FOR HLTH CLINIC
					592.70	
7/26/2011	130198	REYNOLDS, SMITH & HILLS CS, INC.	4	G	17,876.81	PROF SVCS:SRA1A BINGS LANDING,5/28/11-7/1/11
					17,876.81	
7/26/2011	130199	SECURITY DESIGN INC	0005277-IN		9,500.00	SECURITY MNTNCE,7/01-9/30 FOR JUD.CTR,GSB & EOC
					9,500.00	
7/26/2011	130200	SHERIDAN HEALTHCORP, INC.	3393944HO		87.00	SS INDIGENT HEALTH [REDACTED]
7/26/2011			3400611HO		101.49	SS INDIGENT HEALTH [REDACTED]
					188.49	
7/26/2011	130201	SOUTHEASTERN EMERGENCY EQUIPMENT CO	376031		1,724.00	BVM DISP AD THE BAG II MED SUPPLY FOR FIRE/RESCU
					1,724.00	
7/26/2011	130202	STELLAR PAVEMENT MARKING, INC.	61		1,819.75	STRIPING SRVCS@CR13,US-1 TO SAWGRASS,PALM COAST
					1,819.75	
7/26/2011	130203	STEWART-MARCHMAN CENTER INC	029384		43,325.00	3RD QUARTER ALLOCATION 04/01/11-06/30/11

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				43,325.00	
7/26/2011	130204	SUNSHINE STATE ONE CALL OF FLORIDA	0000067461	162.47	ANNUAL ASSESSMENT BILLING TICKETS TRANSMITTD-JUN 11
				162.47	
7/26/2011	130205	SUSAN CROCKETT	24851	100.00	PARKS DEPOSIT REFUND WADSWORTH LARGE PAVILION
				100.00	
7/26/2011	130206	TIME SOLUTIONS INC	22793	49.00	GENERIC PVC BOX OF(500) FOR PRINTER@CARVER GYM
7/26/2011			22793	4,581.33	SFTWR,CAMERA,SCNNR,PRINTR STAPLR,SVC AGRMNT-CRVRG
7/26/2011			22793	35.00	FRGHT CHRGS:SFTWR,CAMERA, SCNNR,PRINTER EQUIP-C.GYM
				4,665.33	
7/26/2011	130207	TOMOKA EYE ASSOCIATES PA	199785-4	116.48	SS INDIGENT HEALTH
7/26/2011			206192-3	29.51	SS INDIGENT HEALTH
7/26/2011			206192-4	1,071.18	SS INDIGENT HEALTH
				1,217.17	
7/26/2011	130208	TOMOKA SURGERY CENTER	0007333	875.41	SS INDIGENT HEALTH
				875.41	
7/26/2011	130209	UCP OF EAST CENTRAL FLORIDA INC	029386	5,000.00	3RD QUARTER ALLOCATION FY 10/11,4/01/11-6/30/11
				5,000.00	
7/26/2011	130210	USA MOBILITY WIRELESS INC	U0604129G	171.20	TEXT MESSGNG PAGER SRVC FOR FIRE/RESCUE-JULY 2011
				171.20	
7/26/2011	130211	VOLUSIA ANESTHESIOLOGY ASSOC	00560894-1-1	86.99	SS INDIGENT HEALTH
				86.99	

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
7/26/2011	130212	VOLUSIA COUNTY ENVIRONMENTAL HEALTH	1716584	100.00	WASTE WATER ANALYSES BEVERLY BEACH-JUNE 2011
100.00					
7/26/2011	130213	W.W. GAY MECHANICAL CONTRACTOR, INC	208435	1,459.58	ENRGY MGMT FULL SVC CNTRL JULY 2011
7/26/2011			208435	1,857.42	ENRGY MGMT FULL SVC CNTRL JULY 2011
3,317.00					
7/26/2011	130214	WASTE PRO OF FLORIDA INC	WASTE JUNE 2011	11,771.06	RESIDENTIAL GARBAGE SRVC JUNE 2011
7/26/2011			WASTE JUNE 2011	(11,771.06)	FRANCHISE FEE ADJUSTMENT JUNE 2011
7/26/2011			WASTE JUNE 2011	105,939.50	RESIDENTIAL GARBAGE SRVC JUNE 2011
105,939.50					
7/26/2011	130215	WOODY'S SEPTIC TANK SERVICE	81740	1,200.00	SLUDGE RMVL FROM BBWWTP 7/06/11
1,200.00					
7/26/2011	130216	MANSFIELD OIL CO INC.	291936	26,666.73	ULSD 15 CLEAR PO NUM 018480
7/26/2011			356094	27,292.63	87 UNL W/10%ETH PO NUM 018480
7/26/2011			397829	24,258.43	ULSD 15 CLEAR PO NUM 018480
7/26/2011			436134	27,864.14	87 UNL W/10%ETH PO NUM 018480
106,081.93					
7/26/2011	130219	FLAGLER CO BCC POOLED CASH PCARD	0719 JUL 11	(80.98)	CREDIT RETURN 1/8X2X2X8' ALUM ANGLES
7/26/2011			0719 JUL 11	167.67	SNP BLTS,RPE,THRSH COMM ALUM,NUTS&BLTS,SUPRES,ANG
7/26/2011			0719 JUL 11	8.98	ELECTRIC TAPE & SILCN WHT 10.1 OZ DAP CAULK
7/26/2011			0747 JUL 11	59.00	COLOR BUSINESS CARDS FOR ED RODRIGUEZ
7/26/2011			0747 JUL 11	168.75	HTL LDGNG,LK BUENA VISTA 6/21-6/23 RE:J.CECIL
7/26/2011			0747 JUL 11	168.75	HTL LDGNG,LK BUENA VISTA 6/21-6/23 RE:E.RODRIGUEZ
7/26/2011			0812 JUL 11	417.00	HTL LDG,NAPLES FL 6/12-6/15,BOAF CNF RE:F.DAVIDGE
7/26/2011			1288 JUL 11	101.25	HTL LDGNG,ADV DEP,LK BUE- NA VISTA 6/21 RE:E RODRIG
7/26/2011			1288 JUL 11	101.25	HTL LDGNG,ADV DEP,LK BUE- NA VISTA,6/21 RE:J.CECIL
7/26/2011			1637 MAY 11	5.37	3/8X1.5X9" 14PK WOOD SHIMS

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Date: 7/27/2011

**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
7/26/2011	130219...	FLAGLER CO BCC POOLED CASH PCARD...	1700 JUL 11	7.18		NUTS & BOLTS & KWIKSET KEY 250PK FOR CARVER GYM
7/26/2011			1700 JUL 11	2.69		ID KEY TAGS FOR CARVER GYM
7/26/2011			1700 JUL 11	(6.94)		CREDIT RETURN MASKING TAPE
7/26/2011			1700 JUL 11	(5.62)		CREDIT RETURN MISC NUTS & BOLTS
7/26/2011			1700 JUL 11	6.94		1.5"X 60YD 3M MASKING TAPE (RTN TXN#26054)
7/26/2011			1700 JUL 11	5.62		MISC NUTS & BOLTS CR RTN (TXN#26054)
7/26/2011			1744 JUL 11	16.45		PAYMENT APPROVAL STAMP & POSTAGE & HANDLING
7/26/2011			1796 AUG 11	42.27		GRY CD14 CONN WRE,SGL CYL DBLOT PB & ELEC BALLAST
7/26/2011			1796 JUL 11	29.40		WATER FOR THE ATTENDANTS & WATER FOR GOLF CART
7/26/2011			1900 JUN 11	4.49		4LB FIRE ANT TREATMENT BULL CREEK FISH CAMP
7/26/2011			2653 JUL 11	6.27		3/4 SEC CONN, 4"SQ.INDUST RIAL CVR & 4"SQ. DEEP BOX
7/26/2011			2653 JUL 11	12.67		2P-120/240V-20A CIRCUIT BREAKER - EAGLE LAKES
7/26/2011			2653 JUL 11	67.41		1PH 3RD ED SURGE PROTECTOR -EAGLE LAKES
7/26/2011			2653 JUL 11	46.37		RV PWR OUTLET-NEMA5-30R & 6FT RNGE CORD 4PIN SRDT
7/26/2011			2774 JUL 11	(0.39)		CREDIT ADJ FOR TAX CHRG ON PARKING FEE
7/26/2011			2774 JUL 11	(11.74)		REFUND FOR OVERPAYMENT ON HOTEL DEPOSIT
7/26/2011			2987 JUL 11	55.88		SHOP TOWEL/FENDER COVER RNTL/CLNG FLEET 6/02/11
7/26/2011			4403 JUL 11	48.04		3/8"&5/16"G40 CLEVIS GRAB HKS & 3/8"GALV HIGH TEST
7/26/2011			4403 JUL 11	7.16		ACE 250 PKN KEY SCHLAGE & KEY KWIKSET
7/26/2011			5567 JUL 11	8.99		3.6 QT ACE PLAS ROOF CEMENT
7/26/2011			5567 JUL 11	3.58		3" WALL SCRAPPER & 4" PUTTY KNIFE
7/26/2011			5567 JUL 11	11.11		GOODYEAR INSTAPOWVER BELT FOR EDGER #979
7/26/2011			5708 JUL 11	20.97		5 LB SCOTTS BERMUDA GRASS SEED
7/26/2011			5708 JUL 11	1.79		DUPLICATE MAILBOX KEY
7/26/2011			5946 JUL 11	410.01	G	ST ASSIST/TRAINING/PUBLIC FORMS & CRDS FOR WILDFRES
7/26/2011			5946 JUL 11	222.01	G	ST ASSIST/TRAINING/PUBLIC SURV CHKLST FRMS-WLDFRES
7/26/2011			5946 JUL 11	6.30	G	12"BLACK ROUND WALL CLOCK EXECUTIVE CONFERENCE ROC
7/26/2011			5946 JUL 11	521.00	G	52 32"X24" 5 48"X32"&1 48 "X36"SGNS-SPEC NEEDS SHEL
7/26/2011			5946 JUN 11	(47.02)	G	CREDIT ADJ SALES TAX THAT WAS CHRG FOR REFRIGERATOR
7/26/2011			5946 JUN 11	718.66	G	REFRIGERATOR,WTR FLTR, SPPLY CONN FOR DISPATCH
7/26/2011			6240 JUL 11	201.53		PST IT NTES,COPY PAPER,CO RR FLUID,PAPER CLPS,TONER
7/26/2011			6240 JUL 11	12.58		6-VOLT ALKALINE BATTERIES
7/26/2011			6240 JUL 11	9.90		INDUSTRIAL LANTERN
7/26/2011			6240 JUL 11	54.02		ASTROBRIGHTS LTR SZE PAP- ER,MARKERS & SHIPPING TPE

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7/26/2011	130219...	FLAGLER CO BCC POOLED CASH PCARD...	6240 JUL 11	15.20		FULL-PAGE 2X 8 1/2X11" MAGNA-PGE MAGNIFIER
7/26/2011			6240 JUL 11	9.18		EVEREADY INDUSTRIAL FLASHLIGHTS
7/26/2011			6240 JUL 11	70.00		THERMAL PAPER 3 1/8" WDE- 220'LONG STNRD CSE/50ROLLS
7/26/2011			6613 JUL 11	54.18		WIRE INCLINE FILE,BALLPNT PENS,MARKERS & PAPER
7/26/2011			6918 JUL 11	18.20		1/4"X5/16"FILE&2PC CHNSAW FLE &#1/#2 SQ RECESS PK
7/26/2011			6918 JUL 11	14.97		SCH DEADBOLT SGL HIDDEN TRAILS
7/26/2011			6918 JUL 11	16.24		CMPSTE SHIM 12PK,4OZ INT/ EXT WOOD GLUE,10OZ LATEX
7/26/2011			6918 JUL 11	6.99		PULL UTIL DOOR HANDLE & MSC NUTS&BOLTS-HIDDEN TRL
7/26/2011			6918 JUL 11	5.49		1X4-8 ACQ/CAMCQ SYP #2 TREATED ABOVE GRND TRTMNT
7/26/2011			7100 JUL 11	7.18		12 OZ. G&C GREAT STUFF AEROSOL FOAM
7/26/2011			7393 JUL 11	181.72		TIME DELY,LP-CC MDGT FUSE DSPNSR W/TPPE EOC UNIT#3
7/26/2011			7393 JUL 11	42.62		TEMPERATURE ALARM BLDG#5 IT ROOM
7/26/2011			7393 JUL 11	42.84		COIL CLEANER & DUCT NEUTRALIZER
7/26/2011			7461 JUL 11	22.46		36" BRASS & FELT DOOR- BOTM AG/EXT
7/26/2011			7461 JUL 11	8.99		32 OZ. PVC CEMENT AG/EXT
7/26/2011			7461 JUL 11	29.69		5# FG HANDLE MATTKK PICK SHOP
7/26/2011			7461 JUL 11	716.50		ALUM CONDT,FTNGS,REDBSH, 4"SQ CVRS,ELBWS,CPLNG,WRE
7/26/2011			7461 JUL 11	23.38		1 GAL ROUND UP RTU WITH SPRAYER - BRIARWOOD PK
7/26/2011			7461 JUL 11	4.15		1/2"PVC SCH 40 & 3/4" PVC SCH 80 - HIDDEN TRAILS
7/26/2011			7461 JUL 11	64.28		3/4" PVC SCH 40
7/26/2011			7470 JUL 11	13.74		ASST BRIGHTS & PASTELS 24 LB PAPER
7/26/2011			7828 JUL 11	235.70		MNT/DSMNT MISC TIRES ON VEH#918 E-41
7/26/2011			7828 JUL 11	208.56		RPR FLT,MNT/DISMNT MED TR DXL H/S RAD VEH#616/W-93
7/26/2011			7828 JUL 11	148.14		16" RADIATOR FAN VEH#917 E-92
7/26/2011			7828 JUL 11	148.14		16" 1 EA IM RADIATOR FAN VEH#918 E-41
7/26/2011			8589 JUL 11	13.00		UNIV. CARBCHOKE CABLE VEH#W-281
7/26/2011			8589 JUL 11	6.95		MISC NUTS & BOLTS VEH#W-281
7/26/2011			8810 JUL 11	61.16		SS 7/16-14X36 THREAD ROD
7/26/2011			8810 JUL 11	8.98		2PK UTILITY LIGHTER & 8OZ RED CHALK POWDER
7/26/2011			8810 JUL 11	15.08		3"SPLT KYRNG,100'REL CHLK LNE,1-1/4X1-1/4SJ NUT&WSH
7/26/2011			8810 JUL 11	13.38		(2) FHP BELTS EDGER
7/26/2011			8810 JUL 11	388.35		DELANY ACT ASSY FOR 1/2" PB INMATE FAC.
7/26/2011			8810 JUL 11	21.58		JHOOK 1200# TIEDOWN RATC- HETS TO USE ON VEH#768
7/26/2011			8810 JUL 11	28.78		PREM WHT SEAT TLT FOR JAIL

"?" 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: 7/27/2011

## Invoices Processed for the week ending 7/20/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
7/26/2011	130219...	FLAGLER CO BCC POOLED CASH PCARD...	9119 JUL 11	39.76	(2) 28 QT. COOLERS FOR PORTABLE WATER
7/26/2011			9119 JUL 11	1.00	VINAL REPAIR KIT USED DURING WILDFIRES
7/26/2011			9359 JUL 11	547.23	LEVER, GRIP, HANDLEKITS & SHPNG/HNDLNG VEH#376
7/26/2011			9359 JUL 11	362.96	TORQUE ROD END-M35 SRS,FR NT AXLE BOOT VEH#616W-93
7/26/2011			9359 JUL 11	4.41	82' NKL #90 HOBBY CHAIN & NUTS & BOLTS VEH#931/A-31
				7,227.78	
7/26/2011	130220	FLAGLER CO CLERK OF COURT-BUDG	029371	90,101.83	1/12 BUDGETED AMOUNT AUGUST 2011
				90,101.83	
7/26/2011	130221	FLAGLER CO SHERIFF DEPT-BAIL	08/11 BAILIFF	55,009.00	1/12 BUDGET DUE - BAILIFF AUGUST 2011
				55,009.00	
7/26/2011	130222	FLAGLER CO SHERIFF DEPT-DISPAT	08/11 DISPATCH	104,427.00	1/12 BUDGET DUE -DISPATCH AUGUST 2011
				104,427.00	
7/26/2011	130223	FLAGLER CO SHERIFF DEPT-JAIL	08/11 JAIL	435,541.00	1/12 BUDGET DUE - JAIL AUGUST 2011
				435,541.00	
7/26/2011	130224	FLAGLER CO SHERIFF DEPT-LAW	08/11 LAW	1,004,552.00	1/12 BUDGET DUE - LAW AUGUST 2011
				1,004,552.00	
7/26/2011	130225	FLAGLER CO SUPERVISOR OF ELECTIONS	029390	32,184.90	ADMIN/VOTER REGISTRATION AUGUST 2011
7/26/2011			029390	11,544.42	ELECTIONS AUGUST 2011
				43,729.32	
7/26/2011	130226	FCBCC GROUP BENEFITS (P/R)	20110729	4,333.12	PAYROLL SUMMARY
7/26/2011			20110729	6,675.33	PAYROLL SUMMARY
				11,008.45	

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

Date: 7/27/2011

**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
7/26/2011	130227	FCBCC GROUP BENEFITS FLEX PLAN	20110729	827.55	PAYROLL SUMMARY
				827.55	
7/26/2011	130228	FLAGLER CO PROF FIREFIGHTERS ASSO	20110729	840.00	PAYROLL SUMMARY
				840.00	
7/26/2011	130229	FLAGLER COUNTY COCC (P/R)	20110729	14.00	PAYROLL SUMMARY
				14.00	
7/26/2011	130230	ROLFE & LOBELLO, P.A.	20110729	255.91	PAYROLL SUMMARY
				255.91	
7/26/2011	130231	UNITED WAY OF VOLUSIA-FLAGLER	20110729	18.00	PAYROLL SUMMARY
				18.00	
7/26/2011	312972	ARROW MATERIALS & EXCAVATING INC	029380	5,700.00	600 CY RED SHELL FOR JUNGLE HUT RD/SR A1A
				5,700.00	
7/26/2011	332433	A T & T (CLUB)	M66-4012 0711	13.99	LOCAL PHONE SVC.6/20-7/19 SHIP
				13.99	
7/26/2011	332434	FLAGLER CO CLERK OF COURT-RECORDING	2009-84-69	69.50	RECORDING OF MODIFIED MTG &NOTE-1664 ROSEWOOD ST,BN
				69.50	
7/20/2011	9091984	EXPRESS TAX - TTL WIRE	11WTO279	25,434.85	TTL WIRE WK OF 7/22/11 PAYROLL
7/20/2011			11WTO279	30,156.10	TTL WIRE WK OF 7/22/11 PAYROLL
				55,590.95	

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

Date: 7/27/2011

**Invoices Processed for the week ending 7/20/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
7/22/2011	9262856	EXPERT PAY - CHILD SUPPORT WIRE	11WTO281	2,373.83		CH SUPP WIRE TO FLSDU WK OF 7/22/2011
				2,373.83		
7/25/2011	9362753	AMERIFLEX	11WTO282	685.50		AMERIFLEX DRAFT FLEX REQ DATED 7/15-7/21/2011
				685.50		
7/25/2011	9461001	NATIONWIDE RETIREMENT SOLUTIONS-P/R	11WTO280	5,145.77		NATIONWIDE RET WIRE WK OF 7/22/2011 PAYROLL
				5,145.77		
<b>Total</b>				<b>4,404,878.56</b>		

## Linda L. Russell

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**From:** Linda L. Russell  
**Sent:** Thursday, August 04, 2011 12:30 PM  
**To:** Alan Peterson; Albert J. Hadeed; Barbara S. Revels; Becki Spaulding; Christie Mayer; George Hanns; Lana Raymond; Linda Sanita; Lisa Bates; Milissa Holland; Nate McLaughlin; Nate McLaughlin; Rhea Cosgrove; Sally Sherman  
**Subject:** FW: August 1, 2011 Disbursement Report  
**Attachments:** Disbursement Report 8-01-2011.pdf

Good Afternoon Commissioners,

We have attached the Disbursement Report from the Week ending 8/1/11. This will be included on the August 15<sup>th</sup> Agenda for your review and approval. Hard copies have been placed in your mail boxes for your evaluation.

Thank you

Linda Russell

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**From:** Linda Sanita  
**Sent:** Thursday, August 04, 2011 11:37 AM  
**To:** Linda L. Russell  
**Cc:** Lisa Bates; Rhea Cosgrove  
**Subject:** August 1, 2011 Disbursement Report

Good Morning Linda, Please find attached the Disbursement Report of invoices for week ending August 1, 2011, provided by the Clerk of the Circuit Court Finance Department for acceptance by the Board of County Commissioners. Thank you.

*Linda S. Sanita*, Clerk's Secretary to the Board  
Flagler County Clerk of the Circuit Court  
1769 E. Moody Blvd., Building 1  
Bunnell, Florida 32110  
386 313-4400  
[lsanita@flaglerclerk.com](mailto:lsanita@flaglerclerk.com)

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
8/1/2011	130232	ADVANCE AUTO PARTS - BUNNELL	8483118172282	138.00	MERCON SP PO NUM 018464
8/1/2011			8483118934123	44.22	MISC OIL FILTERS PO NUM 018464
				182.22	
8/1/2011	130233	ALKHATIB, KIFAH	029388	1,704.00	TUITION REIMB:BUS689 MRKT STRCTR&FIRM STRATEGY,5/17
				1,704.00	
8/1/2011	130234	ALL AMERICAN POLY	171821	1,381.20	TRASH CAN LINERS PO NUM 018969
				1,381.20	
8/1/2011	130235	AMERICAN EUROCOPTER CORPORATION	260240306	222.91	NUTS,SPRNGS-RPR PARTS FOR HELICOPTER
8/1/2011			260240307	829.01	O-RINGS,MAGNETIC SEALS HELICOPTER RPR PARTS
				1,051.92	
8/1/2011	130236	ARCADIA HEALTH CARE- PALM COAST	1510017	108.00	HMKNG SRVCS-IIIB 5/04,5/11,5/18,5/26/11
				108.00	
8/1/2011	130237	AT&T	M03-4639 0711	851.10	INTRALATA LINE SVC@AIRPRT 7/07/11-08/06/11
				851.10	
8/1/2011	130238	AUDIO EDITIONS	1352352	8.00	CD FOR THE LIBRARY
				8.00	
8/1/2011	130239	AUDRA SHEELER	24853	100.00	PARKS DEPOSIT REFUND H.C.KING PARK PAVILION
				100.00	
8/1/2011	130240	BAKER & TAYLOR	5011517343	14.43	BOOK FOR THE LIBRARY
8/1/2011			5011517344	341.00	MISC BOOKS FOR THE LIBRARY
8/1/2011			5011519132	32.03	BOOK FOR THE BUNNELL LIBRARY
8/1/2011			5011519133	15.14	BOOK FOR THE BUNNELL LIBRARY
8/1/2011			5011519134	55.41	MISC BOOKS FOR THE BUNNELL LIBRARY

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**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for the week ending 8/1/2011**

Date: 8/4/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130240...	BAKER & TAYLOR...	5011520089	9.68	BOOK FOR THE LIBRARY
8/1/2011			5011520090	67.95	MISC BOOKS FOR THE LIBRARY
8/1/2011			5011525300	42.35	BOOKS FOR THE LIBRARY
8/1/2011			5011527588	19.07	BOOK FOR THE BUNNELL LIBRARY
8/1/2011			5011527589	15.02	BOOK FOR THE BUNNELL LIBRARY
8/1/2011			5011527709	158.09	MISC BOOKS FOR THE LIBRARY
8/1/2011			5011527709	46.24	MISC BOOKS FOR THE BUNNELL LIBRARY
8/1/2011			5011527710	51.94	MISC BOOKS FOR THE LIBRARY
8/1/2011			5011530061	53.62	MISC BOOKS FOR THE LIBRARY
				921.97	
8/1/2011	130241	BAKER & TAYLOR EBIS	V57010240	23.98	DVD FOR THE LIBRARY
8/1/2011			V57230950	48.70	MISC DVDS FOR THE LIBRARY
8/1/2011			V57262110	40.48	MISC DVDS FOR THE LIBRARY
				113.16	
8/1/2011	130242	BAKER DISTRIBUTING COMPANY LLC	F814059	3,307.44	MISC HVAC PARTS,FREON PO NUM 019035
8/1/2011			F839355	56.88	ELLS,START RELAYS&CAPS PO NUM 019035
				3,364.32	
8/1/2011	130243	BATTERIES BY FISHER, INC.	98774	202.00	6560,3478 72 BATTERIES PO NUM 018465
8/1/2011			99355	365.00	MS31X,MP31 BATTERIES PO NUM 018465
				567.00	
8/1/2011	130244	BOULEVARD TIRE CENTER INC.	27-GS31694	2,146.45	385/65R22.5 GOODYR TIRES PO NUM 018967
				2,146.45	
8/1/2011	130245	BUNNELL AUTO SUPPLY COMPANY INC.	416340	472.75	LAMP,AIR FILTERS,BRK PADS PO NUM 018466
8/1/2011			416384	103.07	DISC BRAKE PADS PO NUM 018466
8/1/2011			416393	288.00	24 VOLT BULBS PO NUM 018466
8/1/2011			416625	21.84	FUEL FILTERS PO NUM 018466

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				885.66	
8/1/2011	130246	CDW GOVERNMENT INC.	RB1103153	275.57	REMOTE BACKUP SVC ONLINE DATA-JUNE 2011
				275.57	
8/1/2011	130247	CENTER POINT LARGE PRINT	941055	671.18	MISC LRG PRINT BOOKS FOR THE LIBRARY
				671.18	
8/1/2011	130248	CIRCLE OF HEALTH FAMILY PRACTICE,LL	552334665	100.00	SS INDIGENT HEALTH
				100.00	
8/1/2011	130249	CITY OF BUNNELL - WATER	1-7 0611	599.86	1769 E.MOODY BLVD BLDG #1 JUNE 2011
				599.86	
8/1/2011	130250	CITY OF PALM COAST -UTILITY DEPT	15489 0611	69.41	SENIOR SERVICES 5/31/11-6/30/11
				69.41	
8/1/2011	130251	CONFIDENT CARE OF FLORIDA INC	338	1,224.00	HMKNG,RSPT,PRSNL CARE-CCE 5/29/11-7/02/11
8/1/2011			339	652.80	HMKNG,RSPT,PRSNL CARE-CCE 5/29/11-7/02/11
8/1/2011			340	816.00	HMKNG,PRSNL CARE-CCE 5/29/11-7/02/11
8/1/2011			341	489.60	RSPT,PRSNL CARE-CCE 6/12/11-7/02/11
8/1/2011			342	489.60	HMKNG,PRSNL CARE-CCE 5/29/11-7/02/11
8/1/2011			343	286.40	RSPT CARE-IIIIE 5/29/11-7/02/11
8/1/2011			344	81.60	RSPT,PRSNL CARE-CCE 5/29/11-6/04/11
8/1/2011			345	48.96	HMKNG,RSPT,PRSNL CARE-CCE 6/26/11-7/02/11
8/1/2011			346	652.80	HMKNG,PRSNL CARE-CCE 5/29/11-7/02/11
8/1/2011			347	391.68	HMKNG,PRSNL CARE-CCE 5/29/11-6/25/11
8/1/2011			348	489.60	HMKNG,PRSNL CARE-CCE 5/29/11-7/02/11
8/1/2011			349	1,224.00	RSPT SRVCS-CCE 5/29/11-7/02/11
8/1/2011			350	979.20	RSPT,PRSNL CARE-CCE 5/29/11-7/02/11
8/1/2011			351	202.50	HMKNG,PRSNL CARE-IIIIB 5/29/11-7/02/11

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**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for the week ending 8/1/2011**

Date: 8/4/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130251	CONFIDENT CARE OF FLORIDA INC...	351	244.80	HMKNG, PRSNL CARE-IIIIB/P 5/29/11-7/02/11
8/1/2011			352	81.60	HMKNG, PRSNL CARE-IIIIB/P 5/29/11-7/02/11
8/1/2011			352	337.50	HMKNG, PRSNL CARE-IIIIB 5/29/11-7/02/11
8/1/2011			353	27.00	HMKNG SRVCS-IIIIB 6/19/11-6/25/11
8/1/2011			354	489.60	PRSNL CARE SRVCS-IIIIB/P 5/29/11-7/02/11
				9,209.24	
8/1/2011	130252	CSI PRIVATE DUTY SERVICES, INC.	421174	97.92	HMKNG, RSPT SVCS-CCE 6/21,6/22,6/23/11
				97.92	
8/1/2011	130253	DEL HYDRICK	23079	100.00	PARKS DEPOSIT REFUND HAMMOCK COMMUNITY CENTER
				100.00	
8/1/2011	130254	DELAND POWER & TURF LLC	0029889-IN	215.60	TRIMMER HEADS PO NUM 018487
				215.60	
8/1/2011	130255	DELL MARKETING, L.P.	XFD3F6D73	1,013.99	OPTPLX 780 MINITWR COMPTN FOR THE LANDFILL OFFICE
				1,013.99	
8/1/2011	130256	DOUGLAS SCHMIDT	029387	25.00	LOST LIBRY BOOK FEE REFND BOOK FOUND & RETURNED
				25.00	
8/1/2011	130257	EPIC CHURCH	24812	100.00	PARKS DEPOSIT REFUND WADSWORTH PAVILION
				100.00	
8/1/2011	130258	EVELYN DUFFY	24831	100.00	PARKS DEPOSIT REFUND WADSWORTH PAVILION
				100.00	
8/1/2011	130259	FLAGLER CO AIRPORT	029391	2.10	SALES TX NOT COLLECTD FOR RAMP PARKING @ AIRPORT
				2.10	

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130260	FLAGLER CO CHAMBER OF COMMERCE	9	5,171.22	BI-MNTHLY REIMB:STAFF & FULFILLMENT-JUNE 2011
				5,171.22	
8/1/2011	130261	FLAGLER CO SCHOOL FOOD SERVICES	1001-0265	5.25	COFFEE SRVC FOR TDC MTNG JULY 2011
				5.25	
8/1/2011	130262	FLAGLER CO SHERIFF DEPT	029395	1,522.36	REIMB:CRIME SUPPRESSION SALRY,BENEFCTS,04/11-06/11
				1,522.36	
8/1/2011	130263	FLORIDA DEPT OF TRANSPORTATION	029397	1,575.00	REPAYMNT OF DOUBLE BILLING OF ENVIRO SVCS,INV#26480
				1,575.00	
8/1/2011	130264	FLORIDA PARK FAMILY DENTISTRY, PA	TH0081-1	121.50	SS INDIGENT DENTAL HEALTH
				121.50	
8/1/2011	130265	FLORIDA POWER & LIGHT	0391509833 0611	75.37	AIRPORT SS 400W JUN 03 2011-JUL 06 2011
8/1/2011			0392507869 0611	74.88	AIRPORT SS 450W JUN 03 2011-JUL 06 2011
8/1/2011			0701528267 0511	8.37	GUARDIAN AD LITEM MAY 06 2011-JUN 05 2011
8/1/2011			0701528267 0611	7.42	GUARDIAN AD LITEM JUN 06 2011-JUL 07 2011
8/1/2011			1319506828 0611	73.06	201 AIRPORT RD-FUEL FARM JUN 03 2011-JUL 06 2011
8/1/2011			1329501892 0611	551.70	AIRPORT SS JUN 03 2011-JUL 06 2011
8/1/2011			1343503858 0611	743.93	AIRPORT WS 900S JUN 03 2011-JUL 06 2011
8/1/2011			1419360480 0611	25.64	AIRPORT LTS WEST JUN 03 2011-JUL 06 2011
8/1/2011			1599589338 0611	22.71	AIRPORT LTS EAST JUN 03 2011-JUL 06 2011
8/1/2011			1725500381 0611	19.96	STREET LIGHTS@BULL CREEK JUN 03 2011-JUL 06 2011
8/1/2011			1725500381 0611	23.33	STREET LIGHTS @ BULLCREEK JUN 03 2011-JUL 06 2011
8/1/2011			3635083011 0611	9.39	5885 E.HWY 100-ATCT GATE JUN 03 2011-JUL 06 2011
8/1/2011			3967597109 0611	157.39	AIRPORT RD OIL ES100 S100 JUN 03 2011-JUL 06 2011
8/1/2011			3988330217 0611	14,590.52	1769 E.MOODY-JUD.CENTER JUN 06 2011-JUL 07 2011
8/1/2011			4444601472 0611	396.54	COMMUNITY SERVICES JUN 10 2011-JUL 13 2011

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
8/1/2011	130265...	FLORIDA POWER & LIGHT...	4477007886 0611	100.87		204 E.MOODY-HOLDEN HOUSE JUN 06 2011-JUL 07 2011
8/1/2011			4580691493 0611	32.50		AIRPORT ENTRANCE SIGN JUN 03 2011-JUL 06 2011
8/1/2011			6287121559 0611	123.42		TRFFC SGNL@CLBRT LA&CR302 JUN 02 2011-JUL 05 2011
8/1/2011			6508863427 0611	88.22		O/L@COURTHSE PARKING LOT JUN 06 2011-JUL 07 2011
8/1/2011			6608107881 0611	2,992.45		201 E.MOODY-OLD COURTHSE JUN 06 2011-JUL 07 2011
8/1/2011			6725980293 0611	395.03		150 AVIATION DR-GINN HNGR JUN 03 2011-JUL 06 2011
8/1/2011			6844744372 0611	359.16		718 J.ANDERSN-800 MHZ TWR JUN 10 2011-JUL 13 2011
8/1/2011			6868110260 0611	800.73		SNR SRVCS-WICKLINE JUN 03 2011-JUL 06 2011
8/1/2011			7287730472 0511	576.91		SIEGEL CENTER-BELLE TERRE JUN 10 2011-JUL 13 2011
8/1/2011			7425957136 0611	38.15		LIFTSTATION@131 AIRPRT RD JUN 03 2011-JUL 06 2011
8/1/2011			8670235418 0611	83.15		AIRPORT HANGARS JUN 03 2011-JUL 06 2011
8/1/2011			9462521015 0611	595.45		AIR TRAFFIC CONTROL TOWER JUN 03 2011-JUL 06 2011
8/1/2011			9511908874 0611	172.73		BUNNELL P/D CLERK STORAGE JUN 06 2011-JUL 07 2011
8/1/2011			9513902826 0611	52.65		O/L @ ANNEX JUN 06 2011-JUL 07 2011
8/1/2011			9552197320 0611	752.35		1000 W.MATANZS WOODS PKWY JUN 01 2011-JUL 01 2011
8/1/2011			9632602984 0611	848.11		DAYTONA NORTH SVC DISTRICT JUN 02 2011-JUL 05 2011
8/1/2011			9647602979 0611	150.35		201 AIRPRT RD STREETLIGHTS JUN 02 2011-JUL 05 2011
8/1/2011			9671602991 0611	129.50		TRFFS SGNL @ SR100 & OKR JUN 02 2011-JUL 05 2011
				25,071.94		
8/1/2011	130266	FORNELL ENTERPRISES INC.	82070	409.84		AEROSHELL OIL
				409.84		
8/1/2011	130267	GA FOOD SERVICE INC	804619	303.84		SNR SVC MEAL PRGRM ADULT DAY CARE,6/27/11-7/3/11
8/1/2011			804619	2,037.66		SNR SVC MEAL PRGRM WCKLINE SNR CNTR,6/27/11-7/3/11
				2,341.50		
8/1/2011	130268	GIDDENS SECURITY CORP	23442960	3,245.44		SECURITY SRVCS @ GSB JUNE 2011
				3,245.44		
8/1/2011	130269	GLEE PRODUCTS INC	020609	378.00		ANTIBACTERIAL FOAM SOAP PO NUM 018459
8/1/2011			021439	363.24		BUTYL CLNR, VEH.CLNR, SOAP, HAND SANTZR-PO NUM 018459

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
				741.24	
8/1/2011	130270	GRENADIAN ASSOC. OF PALM COAST	23304	100.00	PARKS DEPOSIT REFUND H.C.KING PARK PAVILION
				100.00	
8/1/2011	130271	GREY HOUSE PUBLISHING	786691	227.95	WEISS RATINGS GUIDE-SUMMR 2011 ISSUE FOR THE LIBRY
				227.95	
8/1/2011	130272	GUARDIAN MEDICAL MONITORING INC	12994632	175.00	MEDICAL MONITORING FOR(7) SNR SRVCS CLIENTS-JUNE 11
				175.00	
8/1/2011	130273	HAGEMEYER NORTH AMERICA INC	03-67094-11	11.85	YLLW 3-PC RAINSUITS PO NUM 018486
8/1/2011			03-67094-11	34.53	PVC STEEL TOE BOOTS PO NUM 018486
8/1/2011			03-72160-11	1,180.80	9X17 WIPERS PO NUM 018486
				1,227.18	
8/1/2011	130274	HAYES E-GOVERNMENT RESOURCES, INC	289658	20.00	VPN NETWORK FOR SNR SRVCS JUNE 2011
				20.00	
8/1/2011	130275	HDR ENGINEERING INC.	00302818-H	2,675.00	PROF SVCS:OKR C&D LANDFLL FIRST GW RPRT, PER END6/25
8/1/2011			00307462-H	103,751.48	PROF SVCS:PD&E STUDY&DSGN I-95&MTNZS WDS PKWY-6/25
				106,426.48	
8/1/2011	130276	INGRAM LIBRARY SERVICES	59926686	21.77	BOOK FOR THE LIBRARY
				21.77	
8/1/2011	130277	INTERIM HHA OF ST AUGUSTINE, INC.	0402A17692-01	97.92	HMKNG,RSPT-CCE 10/11,10/13,10/15/11
8/1/2011			0402A20044-02	65.28	RSPT,HMKNG SRVCS-CCE 5/31,6/02,6/03/11
8/1/2011			0402A20354-01	97.92	RSPT,HMKNG SRVCS-CCE 6/20,6/23,6/24/11
8/1/2011			0402A20355-01	97.92	RSPT,HMKNG SRVCS-CCE 6/20,6/21,6/23/11

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130277	INTERIM HHA OF ST AUGUSTINE, INC....	0402A20358-01	163.20	RSPT, HMKNG, PRSNL CARE-CCE 6/18,6/20,6/23/11
8/1/2011			0402A20361-01	32.64	HMKNG, RSPT, PRSNL CARE-CCE 6/23/11
8/1/2011			0402A20389-01	16.32	RSPT, PRSNL CARE-CCE 6/22/11, 6/23/11
				571.20	
8/1/2011	130278	JANPAK SUPPLY SOLUTIONS	S4827263.001	63.60	DISHWASHING LIQUID PO NUM 018460
8/1/2011			S4827263.001	784.00	BATHROOM TISSUE PO NUM 018460
8/1/2011			S4827263.002	80.04	SANI CLOTHS SURFACE WIPES PO NUM 018460
8/1/2011			S4827263.003	39.60	FACIAL TISSUES PO NUM 018460
				967.24	
8/1/2011	130279	JEANETTE MCGEE	24861	100.00	PARKS DEPOSIT REFUND HAMMOCK COMMUNITY CENTER
				100.00	
8/1/2011	130280	KIMBERLY SINGLETON	23057	100.00	PARKS DEPOSIT REFUND PRINCESS PLACE PRESERVE
				100.00	
8/1/2011	130281	MANSFIELD OIL CO INC.	457576	28,793.12	87 UNL W/10% ETH PO NUM 018480
8/1/2011			457655	26,699.43	ULSD 15 CLEAR PO NUM 018480
				55,492.55	
8/1/2011	130282	MAUDLIN INTERNATIONAL TRUCKS INC	VI34445	25.80	FILTERS PO NUM 018468
8/1/2011			VI34446	62.48	FILTERS PO NUM 018468
8/1/2011			VI34447	122.15	ROTELLA, FILTERS, TARP STRP PO NUM 018468
8/1/2011			VI34448	23.28	HOSE CLAMP, WNDSHLD FLUID PO NUM 018468
8/1/2011			VI34449	59.75	MISC FILTERS, BRAKE FLUID PO NUM 018468
8/1/2011			VI34483	5.16	FILTER PO NUM 018468
8/1/2011			VI34484	7.20	HOSE CLAMPS PO NUM 018468
8/1/2011			VI34485	76.50	FILTERS PO NUM 018468
8/1/2011			VI34532	63.99	TARP-NL PO NUM 018468
8/1/2011			VI34532	38.74	FILTERS PO NUM 018468

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**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Invoices Processed for the week ending 8/1/2011**

Date: 8/4/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				485.05		
8/1/2011	130283	MAYER ELECTRIC FINANCIAL CORP	14429386	325.64		MISC GEL BULBS PO NUM 018452
8/1/2011			14447857	280.49		BALLASTS,GEL BULBS PO NUM 018452
8/1/2011			14458875	437.04		ELEC.BALLASTS,LAMPS PO NUM 018452
8/1/2011			14481606	4.59		MISC BULBS PO NUM 018452
				1,047.76		
8/1/2011	130284	MCGEE TIRE STORES, INC.	Y-095057	2,000.66		P235/70R16,LT245/75R16, 12R225-PO NUM 018968
				2,000.66		
8/1/2011	130285	MSC INDUSTRIAL SUPPLY CO	22367871	1,526.70		32GAL.RECYCLE CONTAINERS& LIDS
8/1/2011			23436821	763.26		ELEC PORT.AIR COMPRSSR
				2,289.96		
8/1/2011	130286	NEFLIN INC	6455	211.30		ILL LENDNG CREDIT,FXD FEE SUBSCRPTN ACCSS-JUNE 2011
				211.30		
8/1/2011	130287	NORTHEAST FLORIDA REGIONAL	11-179	9,590.72		4TH QUARTER DUES FY 2010-2011
				9,590.72		
8/1/2011	130288	PALM COAST SIGNS & GRAPHICS	24874	100.00		PARKS DEPOSIT REFUND HAMMOCK COMM CNTR & PAVLN
				100.00		
8/1/2011	130289	PHILIPPINE-AMERICAN ASSOC OF	24819	100.00		PARKS DEPOSIT REFUND H.C.KING PARK PAVILION
				100.00		
8/1/2011	130290	PRIDE ENTERPRISES-AVON PARK	E0553213	130.20		BATHROOM CLNR,CLN SHN RTU PO NUM 018461
				130.20		
8/1/2011	130291	PYRAMID SCHOOL PRODUCTS	S1198963.001	80.00		WATERLESS HAND SANITIZER PO NUM 018462
8/1/2011			S1199333.001	58.00		SCRUB SPONGES,HND SANITZR PO NUM 018462

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130292	RANEY'S TRUCK PARTS INC	371761	22.45	LAMP,RADIAL SEAL INNER AIR ELEMENT-PO NUM 018470
				22.45	
8/1/2011	130293	ROMEO C. ENCARNACON	23391	200.00	PARKS DEPOSIT REFUND HAMMOCK COMM CNTR & PAVLN
				200.00	
8/1/2011	130294	SPACE COAST FIRE & SAFETY, INC.	252458	90.00	FIRE SYS ALARM MONITORING AG CNTR, JUL 2011-SEP 2011
8/1/2011			252459	54.00	FIRE SYS ALARM MONITORING CIVIC ARENA, JUL 11-SEP 11
8/1/2011			252460	54.00	FIRE SYS ALARM MONITORING ENERGY PLNT,7/2011-9/2011
8/1/2011			252461	90.00	FIRE/SEC ALARM MONITORING EOC,7/11-9/11
8/1/2011			252462	54.00	FIRE SYS ALARM MONITORING GSB, JUL 11-SEP 11
8/1/2011			252463	54.00	FIRE SYS ALARM MONITORING JUD CNTR,7/2011-9/2011
8/1/2011			252464	54.00	FIRE SYS ALARM MONITORING PBLC WRKS,7/2011-9/2011
8/1/2011			252535	36.00	FIRE SYS ALARM MONITORING LANDFIL,7/2011-9/2011
8/1/2011			252655	54.00	FIRE SYS ALARM MONITORING SIEGEL CNTR,7/11-9/11
8/1/2011			252657	90.00	FIRE/SEC ALARM MONITORING LIBRARY,7/11-9/11
8/1/2011			252658	90.00	FIRE SYS ALARM MONITORING @PPP,JULY 2011-SEPT 2011
8/1/2011			92620	679.00	SEC SYSTM CAM CHECK FOR THE OLD COURTHOUSE
				1,399.00	
8/1/2011	130295	SPECTRO INC.	11A1998	55.75	HELICOPTER ENGINE OIL ANALYSIS-6/20,6/28/11
				55.75	
8/1/2011	130296	STELLAR PAVEMENT MARKING, INC.	62	22,433.75	PROF SVCS:THERMOPLASTIC STRIPING-COLBERT LANE
				22,433.75	
8/1/2011	130297	STEWART-MARCHMAN CENTER INC	029392	2,500.00	BASIC SERVICE FEES-JUN 11 DRUG COURT
8/1/2011			029393	6,697.38	MENTAL HEALTH & SUBSTANCE ABUSE SUPPORT SRVCS-6/11

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
				9,197.38	
8/1/2011	130298	TOM NEHL TRUCK CO	1211780223	29.04	HEAD LAMP BULBS PO NUM 018471
				29.04	
8/1/2011	130299	TREEN, SHARON	029377	193.29	MILEAGE REIM:VARIOUS MTGS PROJECTS&PLANNG,4/19-6/30
				193.29	
8/1/2011	130300	TRI-STATE EMPLOYMENT SERVICES INC.	933832-140	1,055.60	EMPLOYMENT SRVCS-E.ERVIN, PLANNING,WEEK END 6/26/11
8/1/2011			937634-140	377.00	EMPLYMNT SRVCS-E.ERVIN, PLANNING, WEEK END 7/03/11
				1,432.60	
8/1/2011	130301	UNITED CARIBBEAN CULTURAL ASSOC.	23052	100.00	PARKS DEPOSIT REFUND H.C.KING PARK PAVILION
				100.00	
8/1/2011	130302	VEHICLE MAINTENANCE PROGRAM, INC.	INV-178622	11.01	WAGNER SEALED BEAMS PO NUM 018472
8/1/2011			INV-178623	54.55	FRAM FILTERS,LUBRFNR FLTR PO NUM 018472
8/1/2011			INV-179172	45.78	MISC FRAM FILTERS PO NUM 018472
				111.34	
8/1/2011	130303	VER E SAFE SOLUTIONS LLC	641	51.00	SILVER DUCT TAPE PO NUM 018474
				51.00	
8/1/2011	130309	FLAGLER CO BCC POOLED CASH PCARD	0247 JUL 11	165.85	NOZZLE-FLEET VEH #1030
8/1/2011			0247 JUL 11	59.27	SWIVEL BK FOR FLEET VEH# 1030
8/1/2011			0250 AUG 11	(55.56)	CREDIT FOR TAX ON LODGING @ORLND0,6/21,COMM MCLGHLN
8/1/2011			0250 JUL 11	365.38	HTL LDNG:FAC CONF,ORLND0 6/21-6/24,COMM MCLAUGHLIN
8/1/2011			0719 AUG 11	206.00	KEYED ALIKE CORE W/KEYS FOR TX CLLCTR & PROP APPR
8/1/2011			0719 AUG 11	4.48	NO-SMOK SIGN-LIBRARY & RED FLAGS FOR AIRPORT
8/1/2011			0719 AUG 11	8.61	MISC NUTS AND BOLTS FOR THE GSB

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130309...	FLAGLER CO BCC POOLED CASH PCARD...	0719 AUG 11	32.30	POLY NIPPLES,POP UP SPRINKLER FOR THE AIRPORT
8/1/2011			1313 JUL 11	38.16	STRAIGHT COUPLINGS
8/1/2011			1700 AUG 11	10.46	SHOE GUARD,DOWEL,NUTS & BOLTS-ENGRNG OFFCE@GSB
8/1/2011			1700 AUG 11	157.43	4X8 GYPSUM,R-13 INSULATN FOR ENGINEERING OFFC@GSB
8/1/2011			1700 AUG 11	78.38	CLIPS,BSHNGS,STUDS,RINGS, GNG BXES,LOCKS,STRAP,CONN
8/1/2011			1700 AUG 11	3.59	OUTBOARD OIL
8/1/2011			1700 JUL 11	7.92	MISC NUTS AND BOLTS
8/1/2011			1700 JUL 11	21.56	ALCOHOL,MINWX FILLER,PNCL SCRATCH CVR POLISH-CRVRGYM
8/1/2011			1700 JUL 11	4.49	CD TAPCON BIT FOR CARVER GYM
8/1/2011			1873 AUG 11	213.12	URINAL & CLOSET DIA KITS FOR FACILITIES
8/1/2011			1873 AUG 11	14.37	COUPLES,QWIK FIX COUPLES
8/1/2011			1873 AUG 11	10.79	RAIN-R-SHINE CEMENT
8/1/2011			1873 AUG 11	23.79	MISC COUPLES,TEES
8/1/2011			1873 AUG 11	7.19	2X10 PVC PIPE
8/1/2011			1873 AUG 11	4.94	END PIPE,COUPLES,BUSHINGS ELBOWS
8/1/2011			1873 AUG 11	4.57	NO NATZ INSECT SPRAY
8/1/2011			1873 AUG 11	21.46	COUPLES,BUSHINGS,TEES
8/1/2011			1873 AUG 11	4.49	10 QT.PAINT PAIL
8/1/2011			1873 AUG 11	9.25	ALL PURP SPONGE,GROUT TILE
8/1/2011			1873 AUG 11	7.18	TLT BOLT SET,TOILET GSKET
8/1/2011			1900 JUL 11	45.87	SHERCRETE REPR ADH FOR WADSWORTH PK
8/1/2011			2538 AUG 11	98.04	CANNED AIR,COPY PAPER, CORRECTION TAPE
8/1/2011			2538 AUG 11	6.79	PHONE CORD UNTANGLER
8/1/2011			2538 AUG 11	13.02	UNIFORM RNTL/CLNG SRVC PW/ADMIN-7/14/11
8/1/2011			2538 AUG 11	106.17	UNIFORM RNTL/CLNG SRVC PAVED & UNPAVED-7/14/11
8/1/2011			2538 AUG 11	13.02	UNIFORM RNTL/CLNG SRVC PW/ADMIN-7/07/11
8/1/2011			2538 AUG 11	106.17	UNIFORM RNTL/CLNG SRVC PAVED & UNPAVED-7/07/11
8/1/2011			2538 AUG 11	153.08	ARGON GAS USED FOR WELDNG
8/1/2011			2538 AUG 11	231.60	OXYGN,ARGON GAS USED FOR WELDING
8/1/2011			2538 AUG 11	211.36	OXYGN,ARGON GAS,WELDING WIRE
8/1/2011			2538 AUG 11	15.00	2-YR RNWL,VESSEL REGIS. FOR BARGE #8116
8/1/2011			2538 JUN 11	64.65	NOZZLE TIPS,FRGHT
8/1/2011			2653 AUG 11	17.65	PVC SCH40,NIPPLE,RND L-HOLDER COVR-HIDDEN TRLS
8/1/2011			2653 AUG 11	21.11	52BAK,FRGHT CHRNG

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Date: 8/4/2011

## Invoices Processed for the week ending 8/1/2011

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130309...	FLAGLER CO BCC POOLED CASH PCARD...	2653 AUG 11	3.59	#2 PHIL POWER INSERT FOR TRUCK #984
8/1/2011			2653 AUG 11	23.38	SAWZAL BLADE,MANDREL SET W/ASST WHLS-TRUCK #984
8/1/2011			2653 AUG 11	61.58	HIGH STRENGTH STEEL WIDE FISH TAPE DEPTHFINDER
8/1/2011			2653 AUG 11	8.68	ITE ECTS2 PKG OF 6 TRIM SC REF ELEC.SUPPLY
8/1/2011			2653 AUG 11	5.39	4 IN.NR & LTR STENCILS FOR TRUCK #984
8/1/2011			2653 JUL 11	67.13	SQ BOXES,CONNS,NPPLS,NUTS BSHNG,RCPT,CVR,LUG-J.CNTR
8/1/2011			2653 JUL 11	13.54	6 1/8 STRIP/CUT SPRING LOADED TOOL FOR JUD.CENTR
8/1/2011			2987 AUG 11	55.88	SHOP TWL,FENDR COVR RNTL/ CLNG SVC,FLEET-7/07/11
8/1/2011			2987 AUG 11	21.00	HON REPLACEMENT KEYS FOR FACILITIES
8/1/2011			2987 AUG 11	73.06	BRGHTHSE#0896131-01 0711, 240 STARBOARD DR,JUL 2011
8/1/2011			2987 AUG 11	66.26	BRGHTHSE#0906378-01 0711, CARVER GYM,JULY 2011
8/1/2011			2987 JUL 11	55.88	SHOP TWL,FENDR COVR RNTL/ CLNG SVC-FLEET,6/30/11
8/1/2011			2987 JUL 11	17.61	SHOP TOWEL RNTL/CLNG SVC SOLID WASTE-6/15/11
8/1/2011			2987 MAY 11	250.00	ROLLOFF HAUL FEE CARVER GYM
8/1/2011			3376 AUG 11	114.10	FOOD & ITEMS FOR THE AG EXT.BOOOTH@HLTH FAIR,7/13
8/1/2011			3376 AUG 11	285.00	REGIS:EPAF 2011 CONF,8/29 ORLANDO,S.TREEN-AG EXT.
8/1/2011			3967 AUG 11	(0.78)	TAX CREDIT FOR HTL LDGNG@ ORLND0,6/22-COMM.HOLLAND
8/1/2011			3967 JUL 11	139.00	HTL LDGNG:MUSEUM COMMITTEE MTG,TALL,6/21,COMM HOLLN
8/1/2011			3967 JUL 11	139.65	HTL LDGNG:FAC CONF,ORLND0 6/22-6/24,COMM.HOLLAND
8/1/2011			4126 AUG 11	77.24	30-CUP PERCULATOR FOR WICKLINE CENTER
8/1/2011			4126 AUG 11	159.00	GARAGE FAN FOR MEALS ON WHEELS
8/1/2011			4155 AUG 11	26.98	RECIP BLADE,DRILL BIT
8/1/2011			4155 JUN 11	79.50	VINYL GLOVES,WASTE LABELS & EXAM GLOVES
8/1/2011			4155 JUN 11	130.00	FLEXIBLE IMPELLER PUMP
8/1/2011			4217 AUG 11	253.15	STUDS,TRACKS FOR THE GSB
8/1/2011			4217 AUG 11	16.80	NUTS AND BOLTS FOR BRIARWOOD PARK
8/1/2011			4521 JUL 11	197.35	FLAG,PAPER,CLNRS,FOOD FOR ADULT DAY CARE-SUPPLIES
8/1/2011			5013 AUG 11	495.00	SCISSOR LIFT RNTL,6/02- 6/19 FOR CARVER GYM
8/1/2011			5013 AUG 11	300.00	UPLANDS AGENCY FEES-FDEP 2011/2012
8/1/2011			5013 AUG 11	520.00	TELESCOPIC MANLIFT RNTL FOR WDSWRTH PK,6/08&6/09
8/1/2011			5013 AUG 11	36.00	DIESEL FUEL FOR MANLIFT RENTAL,6/08 & 6/09
8/1/2011			5273 AUG 11	(2.08)	CREDIT FOR TAX ON LODGING @ORLANDO,6/21,COMM.REVELS
8/1/2011			5346 AUG 11	(1.17)	CREDIT FOR TAX ON LODGING @ORLANDO,6/21,CHRMN PETRSN
8/1/2011			5346 JUL 11	291.04	HTL LDGNG:FAC CONF,ORLND0 6/21-6/24,CHRMN PETERSON

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Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	? ?	Description
8/1/2011	130309...	FLAGLER CO BCC POOLED CASH PCARD...	5398 AUG 11	30.17		60LB CONCRETE BAGS FOR GATE@HAW CREEK PRESERVE
8/1/2011			5398 AUG 11	30.77		ACETONE, PAINT THNNR, MINRL SPIRITS FOR MISC EQUIP.
8/1/2011			5398 AUG 11	25.15		GALV CPLNG, NPPLS, HXHEAD BSHNGS-FOR TEMP WTR SPPLY
8/1/2011			5567 AUG 11	4.49		WOOD & STEEL SCREEN ROLLERS FOR TRUCK #979
8/1/2011			5567 AUG 11	5.83		FIBER SCREENS & SCREEN SPLINES FOR SIEGEL CENTER
8/1/2011			5567 AUG 11	3.59		WINDOW LOCK FOR CARETAKRS HOUSE
8/1/2011			5567 AUG 11	3.58		ALKNE BATTERIES FOR THE JUDICIAL CENTER
8/1/2011			5567 AUG 11	9.87		PNTBRUSH MEDALISTS, 3-PC LINZER RLLR SETS-LIBRARY
8/1/2011			5800 AUG 11	34.00		OUTDR PLSTC PLATE FOR EQUESTRIAN WASH RACK@PPP
8/1/2011			5800 AUG 11	50.52		MESH COLLAPSBLE CRATE, COLOR PAPER-FACILITIES
8/1/2011			5800 AUG 11	34.42		LITERATURE HOLDRS, LEAFLET HOLDERS FOR FACILITIES
8/1/2011			5800 AUG 11	550.00		(2)3X6 SIGNS FOR MALA- COMPRA TRAILS
8/1/2011			5800 JUL 11	52.24		3-HOLE PUNCH COPY PAPER, PERM MRKRS-GENERAL SRVCS
8/1/2011			5800 JUL 11	198.00		PUBLIC PARK/SCHL DRUGFREE ZONE SIGNS
8/1/2011			5946 AUG 11	95.15	G	BRGHTHSE#0855678-01 0711, EMPG-JULY 2011
8/1/2011			5946 AUG 11	77.90		BRGHTHSE#0858105-01 0711, E-911 CONNECTIVITY-JUL 11
8/1/2011			5946 AUG 11	601.94	G	XM SAT.LIVE WEATHR DATA STREAM-SITUATIONL.AWARNSS
8/1/2011			5946 AUG 11	75.99	G	DISH NETWRK#0565349 0811, EMPA, 7/23-8/22/11
8/1/2011			5946 AUG 11	2.19		HIGHLIGHTERS
8/1/2011			5946 AUG 11	27.16		HEATSEAL LAMINATING POUCHES FOR FLIGHT OPS
8/1/2011			5972 JUL 11	22.46		GLS APPLR RED SPRYPNT FOR TRAILS@PRINCESS PLACE
8/1/2011			5972 JUL 11	10.78		TIRE RPR KIT, TIRE STRNG REFILL-MOWER@BULLCREEK
8/1/2011			6240 AUG 11	63.75		PASSPORT INFO BANNER FOR THE LIBRARY
8/1/2011			6240 AUG 11	165.98		64X HIGHYIELD TONER FOR PUBLIC PRINTER @ LIBRARY
8/1/2011			6918 AUG 11	31.46		CLRLEAKSTP ROOF PATCH FOR ROOF RPR@BLDG #5
8/1/2011			6918 AUG 11	22.49		TRFFC MARK FOR BRIARWOOD PARK
8/1/2011			6918 AUG 11	10.75		ROLLER FRAMES, ROLLR CVRS, ROLLER TRAY-BRIARWD PARK
8/1/2011			6921 AUG 11	13.49		POWER CORD
8/1/2011			6921 AUG 11	4.49		SPRAYR PUMP RPR KIT
8/1/2011			6921 AUG 11	35.99		CONDENSATE PUMP FOR THE LIBRARY
8/1/2011			6921 AUG 11	7.06		8-IN DB CLR W/DAMPER FOR THE GSB
8/1/2011			6921 AUG 11	17.98		SS HX WASHERS FOR THE INMATE FACILITY
8/1/2011			6921 AUG 11	3.59		TOILET SHIMS FOR THE INMATE FACILITY
8/1/2011			6921 AUG 11	72.00		RMV & REPLCE HEATER ON WALK-IN FREEZR@INMATE FAC

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130309...	FLAGLER CO BCC POOLED CASH PCARD...	6921 AUG 11	5.89	FHP BELT FOR THE INMATE FACILITY
8/1/2011			6921 AUG 11	4.49	TERRY TOWELS
8/1/2011			6921 AUG 11	7.18	JUMBO STORAGE HANGER
8/1/2011			7393 AUG 11	468.79	30LB & 50LB EMPTY RECOVERY CY DEPOSITS
8/1/2011			7393 AUG 11	71.37	3-PK HOSE SET
8/1/2011			7393 AUG 11	296.00	30LB R22 REFRIG
8/1/2011			7393 AUG 11	78.52	HEAT PUMP DRIER FOR A/C @ LANDFILL
8/1/2011			7393 AUG 11	259.68	EASY DRY&EASYSEALS PRES CANS, VLV CORE,NITROGEN
8/1/2011			7393 AUG 11	72.95	APLIANCE CONTROL PART FOR STATION 41
8/1/2011			7393 AUG 11	13.80	V-BELT FOR A/C RPR@STA.41
8/1/2011			7393 AUG 11	64.44	FAN PROP FOR CU#3 @ EOC
8/1/2011			7393 JUL 11	13.19	FUSES,CABLE TIES FOR EOC A/C #3
8/1/2011			7393 JUL 11	208.94	CONTACTORS,BLUE STUD,L- BRACKETS FOR EOC A/C#3
8/1/2011			7461 AUG 11	16.97	4X4X16 #2 ACQ TREATED LUMBER-HIDDEN TRAILS
8/1/2011			7461 AUG 11	155.00	WELDED,MS ANCHORS FOR THE GSB
8/1/2011			7461 AUG 11	3.73	ADAPTRS FOR TRUCK #767
8/1/2011			7461 AUG 11	1.79	TEFLON TAPE FOR TRUCK#767
8/1/2011			7461 AUG 11	310.00	WELDED FRAME,MS ANCHORS
8/1/2011			7461 AUG 11	112.18	THHN WIRE FOR HIDDEN TRLS
8/1/2011			7461 AUG 11	19.78	SQ D HIDDEN TRAILS BRKRS
8/1/2011			7470 JUL 11	20.06	CORK BULLETIN BOARD WITH ALUM FRAME
8/1/2011			7470 JUL 11	8.01	FILE FOLDERS,DIVIDERS W/ TABS
8/1/2011			7632 AUG 11	14.38	IMPULSE SPIKE SPRINKLR, HOSE BIB
8/1/2011			7632 AUG 11	22.03	GARDEN HOSE,SOAKER HOSE
8/1/2011			7632 JUL 11	2.96	ZIPLOC STORAGE BAGS
8/1/2011			7632 JUL 11	1.79	MASTER KEY
8/1/2011			7828 AUG 11	4.18	OIL FILTER FOR VEH#983, FACILITIES
8/1/2011			7828 AUG 11	94.41	BY-PASS TRANS FILTERS FOR FACILITIES VEH#978
8/1/2011			7828 AUG 11	59.99	FUSE HOLDERS,CIRCUIT BRKR FUEL FILTERS-VEH#942
8/1/2011			7828 AUG 11	66.84	THROTTLE POSITION SENSR FOR PW VEH #903
8/1/2011			7828 AUG 11	95.90	SEAL,RING,SHIELD FOR PW VEH #811
8/1/2011			7828 JUL 11	11.67	FUEL CAP FOR VEH#FCT-83
8/1/2011			7828 JUL 11	60.54	SCREEN ASY FOR FACILITIES VEH #980
8/1/2011			7828 JUL 11	201.24	PENDANT MODEL 919IB-2,BUS FRGHT FOR VEH #FCT-84

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**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
8/1/2011	130309...	FLAGLER CO BCC POOLED CASH PCARD...	7828 JUL 11	106.46	RESISTOR ASY,COOLIN.MOTOR FOR FACILITIES VEH #1010
8/1/2011			7828 JUL 11	91.18	DOOR RUN FOR PW VEH#803
8/1/2011			7828 JUL 11	79.82	HOSE,HOSE ENDS FOR PW VEH #671
8/1/2011			7828 MAR 11	50.26	WATER PUMP FOR FLEET VEH# 83
8/1/2011			8279 AUG 11	16.98	FRAME,CRAFT DOTS FOR 2011 WILDFIRES RECOGNITION
8/1/2011			8279 AUG 11	(12.00)	CREDIT FOR DISCOUNT TAKEN ON FRAMES-2011 WILDFIRES
8/1/2011			8279 AUG 11	47.96	FRAMES FOR 2011 WILDFIRE RECOGNITION CERTIFICATES
8/1/2011			8589 JUL 11	84.40	POS&NEG BATTS,#10 RINGS, ATL FUSES,HEAT-FLEET SHOP
8/1/2011			8589 JUL 11	4.98	NBH CNNCTRS FOR FLEET SHOP USE
8/1/2011			8589 JUL 11	75.53	HOSES,HOSE ENDS PW VEH #671
8/1/2011			8669 JUL 11	99.00	SHOP CALIBRATE-TOOL
8/1/2011			8680 AUG 11	20.66	FOOD,PPR ITEMS FOR STRAW- BERRY SUNDAE DAY@WICKLINE
8/1/2011			8680 JUL 11	80.92	FOOD ITEMS FOR 4TH OF JULY PARTY @ WICKLINE CTR
8/1/2011			8680 JUL 11	39.97	FOOD,PAPER ITEMS FOR THE WICKLINE CENTER
8/1/2011			8810 AUG 11	299.00	18V DRILL FOR TRK #768
8/1/2011			8810 AUG 11	20.48	SHELF BRKTS FOR THE INMTE FACILITY
8/1/2011			8810 AUG 11	125.00	AMP&MIXER ADJUSTMNT,LABOR CHRGR-CR403
8/1/2011			8810 AUG 11	2.69	3/8 SOCKET DRIVE-TRK#979
8/1/2011			8810 AUG 11	53.90	GALV FLOOR FLANGES-GSB & POPUP SPRINKLRS FOR AIRPT
8/1/2011			8935 JUN 11	318.16	ATHLETIC FIELD LINE MARKR &FUEL SURCHRG
8/1/2011			8992 AUG 11	600.00	BALL VLVE W/ACTUATOR
8/1/2011			8992 AUG 11	270.00	DISC SWITCH KITS
8/1/2011			9119 AUG 11	(31.93)	CREDIT FOR RETURN OF STUDENT DESK,BOOKCASE
8/1/2011			9119 JUL 11	650.00	(130)MEALS FROM WOODY'S FOR FIREFIGHTING CREWS
8/1/2011			9119 JUL 11	650.00	(130)MEALS FROM WOODY'S FOR FIREFIGHTING CREWS
8/1/2011			9119 JUL 11	105.00	(15)MEALS FROM WOODY'S FOR FIREFIGHTING CREW
8/1/2011			9119 JUL 11	650.00	(130)MEALS FROM WOODY'S FOR FIREFIGHTING CREWS
8/1/2011			9119 JUL 11	700.00	(100)MEALS FROM WOODY'S FOR FIREFIGHTING CREWS
8/1/2011			9119 JUL 11	700.00	(140)MEALS FROM WOODY'S FOR FIREFIGHTING CREWS
8/1/2011			9119 JUL 11	265.00	(53)MEALS FROM WOODY'S FOR FIREFIGHTING CREW
8/1/2011			9119 JUL 11	360.00	(72)MEALS FROM WOODY'S FOR FIREFIGHTING CREWS
8/1/2011			9119 JUL 11	320.00	(64)MEALS FROM WOODY'S FOR FIREFIGHTING CREWS
8/1/2011			9144 MAY 11	169.99	COMPUTER UPGRADE FOR G.FARLEY,ENGINEERING
8/1/2011			9178 AUG 11	285.00	CONF REGIS:EPAF,ORLANDO, 8/29-9/1,G.THOMAS,AG EXT.

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
8/1/2011	130309	FLAGLER CO BCC POOLED CASH PCARD...	9359 AUG 11	53.99	MAKITA GRINDER ANGLE FOR FLEET SHOP
8/1/2011			9359 AUG 11	149.01	MASTER AIR GAUGE,TRUCK AIR GAUGE FOR FLEET SHOP
8/1/2011			9359 AUG 11	245.34	MUFFLER FOR PW VEH #811
8/1/2011			9359 AUG 11	293.87	WASHER, PINS,BUSHING FOR PW VEH #912
8/1/2011			9359 AUG 11	220.16	END LINK,ADJ.LINK,SCRCAP FOR PW VEH#657
8/1/2011			9359 AUG 11	556.38	PIPE ASSY,MUFFLER,CLAMP ASSY-PW VEH #641
8/1/2011			9359 JUL 11	28.12	J.DEERE IGNITION KEYS FOR PW VEH #663
8/1/2011			9626 AUG 11	139.00	HTL LDGNG DPOSIT-FAC CONF CAPTIVA,8/25,26-A.PETERSN
8/1/2011			9626 AUG 11	(6.00)	CREDIT FOR DISCOUNT ON FRAMES
8/1/2011			9626 AUG 11	23.98	FRAMES FOR RECOGNITION DURING 2011 WILDFIRES
8/1/2011			9626 AUG 11	84.20	PHONE MSSG BKS,POST IT NOTES,PENS FOR BOCC
8/1/2011			9626 AUG 11	8.00	AA BATTERIES FOR BOCC
8/1/2011			9626 AUG 11	308.60	COPY PAPER FOR BOCC
8/1/2011			9626 JUL 11	(163.13)	CR TXN00024175,ROOM DEPST CANCELLED,FAC-COMM HANNS
8/1/2011			9632 AUG 11	57.25	FINGERPRINTING SRVCS FOR C.COVINGTON,PURCHASING
8/1/2011			9632 JUL 11	57.25	FINGERPRINTING SRVCS FOR A.JOHNSON,SPEC.PROJ.COORD
8/1/2011			9984 AUG 11	113.85	(2)ONE GALLON AERO GLAZE DRY WASH FOR HELICOPTER
8/1/2011			9984 AUG 11	(183.59)	CREDIT FOR SURVELLANCE VIDEO CAMERA-FLIGHT OPS
8/1/2011			9984 AUG 11	15.29	37-PC SCRWDIVING SET FOR FLIGHT OPS
8/1/2011			9984 JUL 11	1.47	INTERNATIONAL TX FEE FOR VIDEO CAMERA ON BACKORDER
8/1/2011			9984 JUL 11	183.59	INSPECTN SURVELLANCE VIDEO CAMERA FOR HELICOPTER
				21,240.72	
8/2/2011	130310	AFLAC	20110715	58.97	PAYROLL SUMMARY
8/2/2011			20110715	398.01	PAYROLL SUMMARY
8/2/2011			20110715	733.13	PAYROLL SUMMARY
8/2/2011			20110715	191.12	PAYROLL SUMMARY
8/2/2011			20110722	58.97	PAYROLL SUMMARY
8/2/2011			20110722	388.27	PAYROLL SUMMARY
8/2/2011			20110722	711.89	PAYROLL SUMMARY
8/2/2011			20110722	191.12	PAYROLL SUMMARY
8/2/2011			20110729	58.97	PAYROLL SUMMARY
8/2/2011			20110729	398.01	PAYROLL SUMMARY

\*? 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: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
8/2/2011	130310	AFLAC...	20110729	733.13	PAYROLL SUMMARY
8/2/2011			20110729	191.12	PAYROLL SUMMARY
8/2/2011			20110805	58.97	PAYROLL SUMMARY
8/2/2011			20110805	403.03	PAYROLL SUMMARY
8/2/2011			20110805	743.75	PAYROLL SUMMARY
8/2/2011			20110805	191.12	PAYROLL SUMMARY
				5,509.58	
8/2/2011	130311	COASTAL FLORIDA PUBLIC EMPLOY ASSO	20110805	29.84	PAYROLL SUMMARY
				29.84	
8/2/2011	130312	FCBCC GROUP BENEFITS (P/R)	20110805	4,320.54	PAYROLL SUMMARY
8/2/2011			20110805	177,797.14	PAYROLL SUMMARY
8/2/2011			20110805	6,196.71	PAYROLL SUMMARY
				188,314.39	
8/2/2011	130313	FCBCC GROUP BENEFITS FLEX PLAN	20110805	827.55	PAYROLL SUMMARY
				827.55	
8/2/2011	130314	FLAGLER CO PROF FIREFIGHTERS ASSO	20110805	840.00	PAYROLL SUMMARY
				840.00	
8/2/2011	130315	FLAGLER COUNTY COCC (P/R)	20110805	14.00	PAYROLL SUMMARY
				14.00	
8/2/2011	130316	ROLFE & LOBELLO, P.A.	20110805	255.91	PAYROLL SUMMARY
				255.91	
8/2/2011	130317	UNITED WAY OF VOLUSIA-FLAGLER	20110805	18.00	PAYROLL SUMMARY

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

Date: 8/4/2011

**Invoices Processed for the week ending 8/1/2011**

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt ?	Description
				18.00	
8/2/2011	130318	KULESKI JR., HARRY	COBRA REIMB.	3,254.62	REIMB.MONIES PAID IN FOR COBRA MAY-JUNE 11 MEDICAL
				3,254.62	
8/1/2011	301206	FLAGLER CO SHERIFF DEPT	029396	19,598.12	REIMB:FACTLY COMMND SFTWR &PANEL,MONITOR,DVRS,CAMI
				19,598.12	
8/1/2011	312973	HDR ENGINEERING INC.	00302822-H	2,650.00	PROF SVCS:BNNLL LNDFL GW REPORT-PER END.6/25/11
8/1/2011			00302825-H	3,612.50	PROF SVCS:OKR CLSS1 LNDFL GW RPRT-PER END.6/25/11
				6,262.50	
8/1/2011	332435	MID-FLORIDA HOUSING INC	029394	500.00	REIMBURSEMENT JUNE 2011
8/1/2011			029394	701.48	REIMBURSEMENT JUNE 2011
				1,201.48	
8/2/2011	9001874	STATE OF FL-DOR-RETIREMENT WIRE	11WTO289	112,802.72	JULY 2011 RETIREMENT WIRE
				112,802.72	
8/1/2011	9369844	AMERIFLEX	11WTO288	547.20	AMERIFLEX DRAFT FLEX REQ 7/22-7/28/2011
				547.20	
		Total		643,635.41	

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

**Linda L. Russell**

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**From:** Linda L. Russell  
**Sent:** Tuesday, August 02, 2011 4:34 PM  
**To:** Alan Peterson; Albert J. Hadeed; Barbara S. Revels; Becki Spaulding; Christie Mayer; George Hanns; Lana Raymond; Linda Sanita; Lisa Bates; Milissa Holland; Nate McLaughlin; Nate McLaughlin; Rhea Cosgrove; Sally Sherman  
**Subject:** FW: 07-18-2011 Regular Meeting minutes  
**Attachments:** 07-18-2011.r.pdf

Good Afternoon Commissioners,

Please see the attached Meeting Minutes for the July 18, 2011 Regular BOCC Meeting. Copies of these minutes have been placed in your mail boxes and the Minutes will be included for your review and approval at the August 15<sup>th</sup> BOCC Meeting.

Have a great afternoon,

Linda

---

**From:** Lisa Bates  
**Sent:** Tuesday, August 02, 2011 3:54 PM  
**To:** George Hanns; Milissa Holland; Barbara S. Revels; Alan Peterson; Nate McLaughlin  
**Cc:** Linda L. Russell  
**Subject:** 07-18-2011 Regular Meeting minutes

Good afternoon,

Please see attached.

*Lisa Bates*

Director of Board Records  
Flagler County Clerk of Court  
Kim C. Hammond Justice Center  
1769 E. Moody Boulevard, Bldg. 1  
Bunnell, FL 32110  
386-313-4413



# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JULY 18, 2011

## REGULAR MEETING

Present: Chairman Alan Peterson, Commissioners George Hanns, Milissa Holland and Nate McLaughlin, Clerk Gail Wadsworth, County Administrator Craig Coffey, County Attorney Al Hadeed and Clerk's Secretary to the Board Rhea Cosgrove

Absent: Commissioner Barbara Revels

Chairman Peterson called the meeting to order at approximately 5:00 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

### ITEM 1 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chairman Peterson led the Pledge to the Flag and requested a moment of silence.

### ITEM 2 – ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

None

### ITEM 3 – ANNOUNCEMENTS BY THE CHAIRMAN

Chairman Peterson announced the following:

- Advisory board vacancies – Affordable Housing Advisory Council, Contractor Review Board and Tourism Development Council; applications available on the County's website at [www.flaglercounty.org](http://www.flaglercounty.org)
- Budget Workshop – Monday July 25, 9:00 a.m. at the Emergency Operations Center
- Regular Meeting – Monday August 1, 9:00 a.m. in the Board Chambers

### ITEM 4A 1 - RECOGNITIONS: INTERNATIONALLY ACCLAIMED AWARD-WINNING, FLAGLER COUNTY PARAMEDIC TEAM

The BCC recognized the Flagler County Paramedic Team on the outstanding service they provided to the residents and a video was shown.

### ITEM 4A 2 - RECOGNITION OF WILDFIRE 2011 TEAMS

The BCC recognized the participants and noted they received badges and plaques in recognition of their hard work. Commended them on their dedication and the sacrifices they made.

July 18, 2011  
Regular Meeting

**ITEM 4B 1 - PROCLAMATION: NATIONAL NIGHT OUT PROCLAMATION**

The following proclamation was read by Commissioner McLaughlin.

**A PROCLAMATION OF THE  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCLAIMING**

**Tuesday, August 2, 2011  
As the 28<sup>th</sup> Annual National Night Out in Flagler County**

**WHEREAS**, the National Association of Town Watch and Target Stores is sponsoring a unique, nationwide crime, drug and violence prevention program on August 2, 2011, entitled "*National Night Out*", and

**WHEREAS**, the annual *National Night Out* provides a unique opportunity for Flagler County to join forces with thousands of other communities across the county in promoting cooperative, police-community crime prevention efforts; and

**WHEREAS**, the Flagler County Sheriff's Office assists the community in crime, drug and violence prevention efforts in Flagler County and is supporting *National Night Out 2011* locally; and

**WHEREAS**, it is essential that all citizens of Flagler County be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime, drugs and violence in the County; and

**WHEREAS**, law enforcement-community partnerships, neighborhood safety, awareness and cooperation are important themes of the *National Night Out* program;

**NOW, THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS** that Tuesday, August 2, 2011 is hereby recognized as *National Night Out* in Flagler County and call upon all citizens to join the Flagler County Sheriff's Office, the National Association of Town Watch and Target Stores in supporting the 28<sup>th</sup> Annual National Night Out from 5:00 to 7:00 p.m. at the Flagler Palm Coast High School campus.

Deputy Kevin Byrne, Flagler County Sheriff's Office, thanked the BCC for the recognition and the School Board for the venue to hold the event.

**A motion was made by Commissioner Holland to adopt the proclamation. Seconded by Commissioner Hanns.**

**Chairman Peterson called the question. Motion carried 4 to 0 with Commissioner Revels absent.**

**ITEM 5 - COMMUNITY OUTREACH**

Joan Affatato, Flagler County, was concerned with the upcoming budget and the purchase of low income housing. She reviewed the salaries of some of County staff.

County Administrator Coffey explained the low income housing program and how there was a third party vendor that would be purchasing the property and participating in the grant.

Bill Beckmann, Flagler Beach, requested fireworks be added to the Flagler Beach celebration on the first Friday of each month. He protested workshops being held at the Emergency Operations Center and demanded they be held in the Board Chambers where they could be televised for all to see. He requested the time limit for each speaker during Community Outreach be extended to five minutes and also a list of the salaries for the five commissioners, county administrator and county attorney.

County Administrator Coffey replied he would provide the information requested.

**CONSENT AGENDA ITEMS 6 THROUGH 11**

Chairman Peterson requested Items 7A, 9 and 11 be removed from the Consent Agenda for discussion.

**A motion was made by Commissioner McLaughlin to approve the Consent Agenda with the exception of Items 7A, 9 and 11. Seconded by Commissioner Hanns.**

**Chairman Peterson called the question. Motion carried 4 to 0 with Commissioner Revels absent.**

The following items were approved as part of the Consent Agenda:

**ITEM 6A - BILLS AND RELATED REPORTS**

The Disbursement Report for invoices processed the weeks ending June 22, 2011 in the amount of \$2,46,327.30 and July 1, 2011 in the amount of \$1,540,545.76, presented in compliance with the provisions of section 136.06, Florida Statute, was approved as part of the Consent Agenda.

**ITEM 6B - APPROVAL OF BOARD MEETING MINUTES**

The minutes of the June 27, 2011 Budget Workshop and July 1, 2011 Special Meeting were approved as presented by the Clerk's Office as part of the Consent Agenda.

July 18, 2011  
Regular Meeting

**ITEM 8 - FLAGLER COUNTY HOLIDAY SCHEDULE FOR FISCAL YEAR 2011-2012**

The FY 2011-2012 Flagler County was approved as part of the Consent Agenda as requested in the following information provided by Craig Coffey, County Administrator:

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

**SUBJECT:** Flagler County Holiday Schedule for Fiscal Year 2011-2012

**DATE OF MEETING:** July 18, 2011

**OVERVIEW/SUMMARY:** Each year at this time the Board is asked to review and approve the County holiday schedule for the following year (Attachment 1). The proposed schedule includes provisions for employees who work a 56-hour week in accordance with their union contract.

The enclosed schedule is consistent with the schedule for other jurisdictions (Attachment 2). The current year's holiday schedule is also included (Attachment 3).

**FUNDING INFORMATION:** N/A

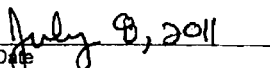
**DEPT./CONTACT/PHONE #:** Craig M. Coffey, County Administrator / 313-4001

**RECOMMENDATION:** Request the Board approve the FY 2011-2012 Flagler County holiday schedule as proposed by the County Administrator.

**ATTACHMENTS:**

1. 2011-2012 Proposed Flagler County Holiday Schedule.
2. Other Jurisdictions 2011-2012 Holiday Schedule
3. 2010-2011 Flagler County Holiday Schedule.

  
Craig M. Coffey  
County Administrator

  
Date

July 18, 2011  
Regular Meeting

**ITEM 10 - APPROVAL OF 2011/2012 STATE AND FEDERALLY FUNDED  
SUBGRANT AGREEMENT 12-BG-XXX-04-28-01-018 FOR EMERGENCY  
MANAGEMENT PREPAREDNESS ASSISTANCE (EMPA) IN THE  
AMOUNT OF \$105,806.00**

The Subgrant Agreement was approved as part of the Consent Agenda as requested in the following information provided by Troy Harper, Emergency Management Chief:

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

**SUBJECT:** Approval of 2011/2012 State and Federally Funded Subgrant Agreement 12-BG-xxx-04-28-01-018 for Emergency Management Preparedness Assistance (EMPA) in the Amount of \$105,806.00.

**DATE OF MEETING:** July 18, 2011

**OVERVIEW/SUMMARY:** After Hurricane Andrew in 1992, the Florida Legislature and Governor approved the Emergency Management Trust Fund which charges \$2.00 to every structure insurance policy for enhancement of preparedness programs. Using a formula developed by the Florida Division of Emergency Management, the funding collected from this program is disseminated to each county for financial assistance in disaster mitigation, planning, response, and recovery. Flagler County will be receiving \$105,806.00. This is a recurring agreement that is in effect from July 1, 2011 to June 30, 2012.

EMPA funds are used to supplement the local Emergency Management programs and plans by funding salaries, recurring utilities, communication costs, software and computer maintenance, and equipment acquisition.

**FUNDING INFORMATION:** The match funding for this year's EMPA grant agreement is budgeted in the general revenue fund account 001-3812-525 with 25% budgeted in FY 11 and 75% budgeted in FY 12.

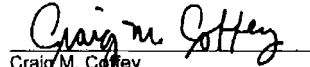
**DEPT./CONTACT/PHONE #:** Emergency Services - Troy Harper 313-4246

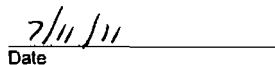
**RECOMMENDATIONS:** Request the Board approve the Subgrant Agreement with the State of Florida Division of Emergency Management in the amount of \$105,806.00 and recognize this amount for the Emergency Management-EMPA Grant, account number 001-8613-525.

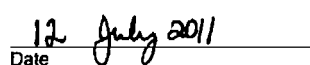
**ATTACHMENTS:**

1. Four (4) original copies of the subgrant agreement

  
Troy Harper  
Emergency Management Chief

  
Craig M. Coffey  
County Administrator

  
Date

  
Date

July 18, 2011  
Regular Meeting

The following items were removed from the Consent Agenda for discussion and action:

**ITEM 7A - FISCAL YEAR 2010/2011 BUDGET TRANSFER**

The following information was provided by Tom Klinker, Financial Services Director:

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

**SUBJECT:** Fiscal Year 2010-2011 Budget Transfers for the Waste Management Utility Fund 405.

**DATE OF MEETING:** July 18, 2011

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

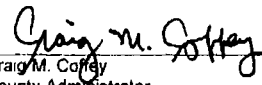
Attachment #	BTR #	To Dept	Amount	Description	Contact
1	118	3201	\$55,000	Collection service for the Waste Utility Fund is provided by Waste Pro. The budget for this expense is based on the number of actual accounts at the beginning of the fiscal year. New customers that come on board throughout the year cause a deficit in the expense account that needs to be adjusted. Funds are being moved from Reserves until additional revenue from customers can be recognized at a future Public Hearing. The reserve account will be replenished at that time.	Tom Klinker

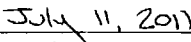
**DEPT./CONTACT/PHONE #:** Tom Klinker 313-4008.

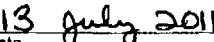
**RECOMMENDATIONS:** Request the Board approve budget transfer BTR11-118 amending the fiscal year 2010-2011 budget.

**ATTACHMENTS:**  
1. Budget Transfer 11-118

  
Thomas P. Klinker, CPA, CGFO, CPFO  
Financial Services Director

  
Craig M. Coffey  
County Administrator

  
July 11, 2011

  
13 July 2011  
Date

**(Item 7A – continued)**

Chairman Peterson questioned the process.

Tom Klinker, Financial Services Director, explained and noted staff would temporarily move the money out of one account and would increase the budget at the next public hearing for the assessments that came in this year that were not currently on the tax roll.

**A motion was made by Commissioner McLaughlin to approve. Seconded by Commissioner Hanns.**

Chairman Peterson requested public comments.

There were no public comments.

**Chairman Peterson called the question. Motion carried 4 to 0 with Commissioner Revels absent.**

UNOFFICIAL

July 18, 2011  
Regular Meeting

**ITEM 9 - CALENDAR YEAR 2012 FLAGLER COUNTY BOARD OF COUNTY COMMISSION MEETING SCHEDULE**

The following information was provided by Craig Coffey, County Administrator:

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

**SUBJECT:** Calendar Year 2012 Flagler County Board of County Commission Meeting Schedule.

**DATE OF MEETING:** July 18, 2011

**OVERVIEW/SUMMARY:** Each year, at this time, the Board is asked to review and approve the next year's Board of County Commission meeting schedule (Attachment 1). Due to designated holidays, conflicts to the regularly scheduled meeting times occur in January, July, and September. The proposed schedule is consistent with previous year's holidays.

In previous years, the Board has chosen to lighten their meeting schedule two months of the year. In January they have often held only one meeting due to a lighter agenda load, vacation schedules, and the holidays. In June, the Board has done the same thing due to the annual FCCMA and FAC conferences and summer vacations. Having less Commission meetings will not eliminate any portion of the public business you must address. Should you wish to pursue this option, setting the meeting dates in advance will allow staff and the public to plan accordingly.

If an alternate schedule for January and June is desired, staff would suggest meetings on January 16, 2012 and June 11, 2012, in lieu of the ones shown on Attachment 1.

The 2011 meeting schedule is provided as reference (Attachment 2).

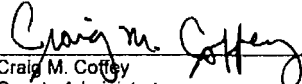
**FUNDING INFORMATION:** N/A

**DEPT./CONTACT/PHONE #:** Craig Coffey, County Administrator, 313-4001

**RECOMMENDATION:** Request the Board approve the 2012 Flagler County Board of County Commission meeting schedule with only one meeting in January and one meeting in June.

**ATTACHMENTS:**

1. 2012 Proposed Flagler County Board of County Commission Meeting Schedule.
2. 2011 Flagler County Board of County Commission Meeting Schedule.

  
Craig M. Coffey  
County Administrator

8 July 2011  
Date

(Item 9 – continued)



July 18, 2011  
Regular Meeting

Chairman Peterson suggested eliminating the first regular meeting in January but continuing with two regular meetings a month throughout the rest of the year.

**A motion was made by Commissioner McLaughlin to approve one regular meeting in January and two regular meetings per month thereafter. Seconded by Commissioner Hanns.**

Chairman Peterson requested public comments.

There were no public comments.

**Chairman Peterson called the question. Motion carried 4 to 0 with Commissioner Revels absent.**

UNOFFICIAL

**ITEM 11 - APPROVAL OF 2011/2012 FEDERALLY FUNDED STATE SUBGRANT**

July 18, 2011  
Regular Meeting

**AGREEMENT 12-FG-XXX-04-28-01-085 FOR THE EMERGENCY  
MANAGEMENT PERFORMANCE GRANT (EMPG) IN THE AMOUNT OF  
\$59,053.00**

The following information was provided by Troy Harper, Emergency Management Chief:

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

**SUBJECT:** Approval of 2011/2012 Federally Funded State Subgrant Agreement 12-FG-xxx-04-28-01-085 for the Emergency Management Performance Grant (EMPG) in the Amount of \$59,053.00.

**DATE OF MEETING:** July 18, 2011

**OVERVIEW/SUMMARY:** Annually, Flagler County is awarded two Emergency Management funding awards to enhance response and recovery during disaster events. The State of Florida provides the first award in the amount of \$105,806.00 and the Federal government provides the second award of \$59,053.00. The base grant funding of \$105,806.00 from the Emergency Management Performance Grant is intended for Flagler County to perform eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, Fiscal Year 2012 Emergency Performance Grants Program and programs that are consistent with Title 44, Code of Regulations (CFR) Part 13, State Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes. The \$59,053.00 grant is used to supplement the local Emergency Management programs and plans by funding salaries and communication costs.

In order to receive this funding, Flagler County must certify use of the award to enhance its Emergency Management Program. This is an annual agreement that is in effect from July 1, 2011 to June 30, 2012.

**FUNDING INFORMATION:** The funding for this year's agreement is \$59,053.00. The Federal funds provided under this Agreement shall be matched by Flagler County dollar for dollar from non-federal funds.

The State of Florida Emergency Management Preparedness and Assistance (EMPA) Grant funds are used as the match for this Emergency Management Performance Grant (EMPG) grant. No general fund dollars are required for match.

**DEPT./CONTACT/PHONE #:** Emergency Services-Troy Harper 313-4246

**RECOMMENDATIONS:** Request the Board approve the Federally Funded State Subgrant Agreement in the amount of \$59,053.00 and recognize \$59,053.00 for the Emergency Management-Performance Grant (EMPG), account number 001-8612-625.

(Item 11 – continued)

**ATTACHMENTS:**

1. Four (4) original copies of the Subgrant Agreement

Troy Harper /cm  
Troy Harper, Chief  
7/8/11  
Date

Craig M. Colley  
Craig M. Colley, County Administrator  
12 July 2011  
Date

Chairman Peterson questioned the use of the grant.

Troy Harper, Emergency Management Chief, stated it was an ongoing grant the County had received for over 12 years and explained it was federal funding passed through the state that helped supplement emergency management programs.

Commissioner McLaughlin confirmed they were not creating overhead with non-recurring funds.

**A motion was made by Commissioner McLaughlin to approve. Seconded by Commissioner Hanns.**

**Chairman Peterson called the question. Motion carried 4 to 0 with Commissioner Revels absent.**

UNOFFICIAL

**PUBLIC HEARINGS**

**ITEM 12** – None

**GENERAL BUSINESS**

**ITEM 13 - COUNTY ADMINISTRATOR REPORT/COMMENTS**

County Administrator Coffey reported/commented on the following:

- Citizens Academy – now accepting applications for second session to be held mid-September through mid-November
- Employee Health Fair – most successful with 174 participants
- Grady Prather Reef – materials to be deployed this week funded with grants from St. Augustine Port Authority and Florida Fish and Wildlife Conservation Commission
- Animal Sanctuary – staff to bring ordinance forward to amend the Land Development Code related to animal sanctuaries and private animal shelters as permitted special exceptions in agricultural districts

**ITEM 14 - COUNTY ATTORNEY REPORT/COMMENTS**

County Attorney Hadeed reported/commented on the following:

- Online Travel Companies – litigation was pending and depositions were scheduled for October. Meanwhile there was a favorable decision in Texas that validated the legal arguments they had made. He estimates taxes not paid by the online travel companies would be approximately \$200,000 without interest or penalties
- PACE (Property Assesses Clean Energy) Program – bond validation filed in the Tallahassee courts
- Hammock Dunes ROPC (Notice of Proposed Change) – hearing before Governor and Cabinet set for August 2; over two fiscal years the County spent approximately \$175,000 for outside counsel, planners, an architect, and graphic design specialist

**ITEM 15 - COMMISSIONER ACTION**

**9/11 Memorial Bike Ride**

Commissioner Holland noted this bike ride had outgrown Hero's Park in Palm Coast and the organizer was asking to utilize the Government Services Complex parking lot because 10,000 bikes would be participating. She asked the BCC to approve the event being held at the facility on September 11, 2011.

Commissioner Hanns pointed out the Veterans Memorial in front of the Government Services Building was designed for programs like this and that it had been paid for entirely by donations. Stated the 9/11 Memorial Bike Ride was a great program and he was glad to see it grow.

**There was BCC consensus to approve the use of the Government Services Complex for the 9/11 Memorial Bike Ride.**

**(Item 15 – continued)**

**Florida LambdaRail**

Commissioner Holland explained LambdaRail and noted there was an opportunity for Flagler to tie into the system with St. Johns and Putnam counties, which would allow them to expand their opportunities. She asked for County IT staff to work with the City of Palm Coast IT staff to see if a consortium would be possible as they would need five different entities. Pointed out they were not asking for a financial commitment, but to explore the idea in concept to see if the County would be interested.

County Administrator Coffey replied it was potentially a good thing if the County could tie into it and he felt it was worth looking into.

Commissioner Holland noted if they went into it with a five-member consortium there would be a 50% discount for the initial capital cost that would be shared by the users.

**There was BCC consensus to have County IT research.**

**Redistricting**

Chairman Peterson stated he attended a redistricting meeting in Daytona Beach and expressed what the BCC had discussed about being represented by one senator and one state representative. Noted the meeting was well attended.

**Ormond Beach Fire station**

Chairman Peterson noted Ormond Beach was considering closing a fire station and asked if it was the fire station that would be used for Hunters Ridge.

County Administrator Coffey replied at this time the fire coverage for Hunters Ridge was coming from the Kings Ridge Station.

**ITEM 16 - COMMUNITY OUTREACH**

Bill Beckmann, Flagler Beach asked if the County had a form for the public to request an item be added to the agenda.

County Administrator Coffey replied there was an agenda request form located on the County website for the public to use. Noted the request should be made a month ahead of the meeting, but suggested Mr. Beckmann bring the item up during Community Outreach and the BCC could decide whether to add it to a future agenda for discussion.

Mr. Beckmann again suggested the BCC increase the time allotted for public comments to five minutes.

July 18, 2011  
Regular Meeting

**ITEM 17 - COMMISSION COMMENTS**

None

**ADJOURNMENT**

**A motion was made by Commissioner McLaughlin to adjourn at 6:04 p.m. Seconded by Commissioner Holland.**

APPROVED AND ADOPTED \_\_\_\_\_

ATTEST:

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

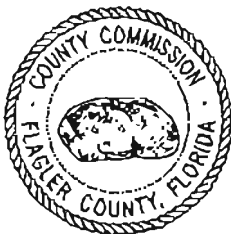
\_\_\_\_\_  
Gail Wadsworth  
Clerk and Ex Officio Clerk to the Board

\_\_\_\_\_  
Alan C. Peterson  
Chairman

UNOFFICIAL

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST FORM

6 c)



This form is to be used for issues that may warrant specific discussion and/or action at a Regular Commission meeting such as proclamations, resolutions and recognition of local individuals, civic group's, etc. or matters that may be of major concern to the entire community. Please submit this form to the County Administrator's office 20 days in advance of the requested scheduled Commission meeting date. Agenda requests will be reviewed by the County Administrator's office to determine if the issue requires or deserves Board discussion and/or action. If the agenda request is approved, requestors will be contacted regarding the date the item will be on the agenda. If

you have any questions, please call 386/313-4001.

If your agenda request is not approved it should be noted that any person, group or organization is welcome to address the Commission regarding matters of interest related to Flagler County government. A thirty-minute time period for public comment is allocated at the beginning and the end of each regular Board meeting. Speakers are allowed up to three minutes to address the Commission on items not on the agenda. A sign-in sheet is provided at the entrance to the Board room for those who wish to address the Commission. This Request form is not required to be filled out for those who wish to address the Commission during the Public Comment portion of Commission meetings.

PLEASE PRINT

Applicant's Name: Donald W Fleming, Sheriff

Phone: 386-437-4116 Email: d Fleming@myfcsso.us

Address: 1001 Justice Lane Bunnell, Florida 32110

Group or Organization Name (if applicable) Flagler County Sheriff's Office

Subject Matter to be Discussed: Approval to allocate \$1,000 in Law Enforcement Trust Funds for Flagler Volunteer Services as a crime prevention/junvenile delinquency prevention effort.

Has the subject been discussed and/or reviewed by County Departments or Officials?  No  Yes:

Name(s) of County Dept. or Officials issue discussed with \_\_\_\_\_

Specific questions and/or action desired from the Board of County Commissioners:

Allocation of \$1,000 in Law Enforcement Trust Funds for Flagler Volunteer Services youth programs as a crime prevention/juvenile delinquency prevention effort.

Signature of Applicant Donald Fleming Date 07/25/11

Presentations limited to 15 minutes per adopted Commission Meeting Procedures. All documents submitted become public record and must remain on file with the County Clerk.

**\*Fax completed form to 386-313-4101 20 days in advance of the scheduled meeting requested\***

For Office Use Only	
<u>Craig M. Coffey</u>	<u>1 Aug 2011</u>
Signature of County Administrator	Date
Assigned to Agenda: <u>15 Aug 2011</u>	Revised 02/11/10

47



# Flagler County Sheriff's Office

Donald W. Fleming, Sheriff

1001 Justice Lane • Bunnell, Florida 32110

July 25, 2011

Honorable Alan Peterson, Chairman  
Flagler County Board of Commissioners  
1769 E Moody Boulevard, Building 2 Suite 302  
Bunnell, Florida 32110

RE: LAW ENFORCEMENT TRUST FUNDS

Dear Chairman Peterson:

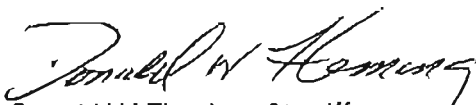
The purpose of this correspondence is to request \$1,000 from the Law Enforcement Trust Fund for use as follows:

\$1,000 To donate to Flagler Volunteer Services as a crime prevention/juvenile delinquency prevention effort

The Sheriff's Office certifies these funds will aid in a crime prevention/juvenile delinquency prevention effort. These funds will provide support to the Flagler Volunteer Services youth programs ie: assisting with learn to read programs and youth service leadership programs. This requested appropriation is in compliance with Florida Statute 932.7055 and will not result in recurring costs for the Flagler County Sheriff's Office.

I appreciate the Board's attention to this matter. Should you have further questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

  
Donald W Fleming, Sheriff

CC: File



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST FORM

6 d)



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PLEASE PRINT

Applicant's Name: Donald W Fleming, Sheriff

Phone: 386-437-4116 Email: dfleming@myfcsa.us

Address: 1001 Justice Lane Bunnell, Florida 32110

Group or Organization Name (if applicable) Flagler County Sheriff's Office

Subject Matter to be Discussed: Approval to allocate \$500 in Law Enforcement Trust Funds to donate to Flagler Imagination Library as a juvenile delinquency prevention effort.

Has the subject been discussed and/or reviewed by County Departments or Officials?  No  Yes:

Name(s) of County Dept. or Officials issue discussed with \_\_\_\_\_

Specific questions and/or action desired from the Board of County Commissioners:

Allocation of \$500 in Law Enforcement Trust Funds to donate to the Flagler Imagination Library as a juvenile delinquency prevention effort.

Signature of Applicant Donald Fleming Date 07/25/11

Presentations limited to 15 minutes per adopted Commission Meeting Procedures. All documents submitted become public record and must remain on file with the County Clerk.

**\*Fax completed form to 386-313-4101 20 days in advance of the scheduled meeting requested\***

For Office Use Only	
<u>Craig M. Coffey</u>	<u>1, Aug 2011</u>
Signature of County Administrator	Date
Assigned to Agenda: <u>15, Aug, 2011</u>	Revised 02/11/10

49



# Flagler County Sheriff's Office

Donald W. Fleming, Sheriff

1001 Justice Lane • Bunnell, Florida 32110

July 25, 2011

Honorable Alan Peterson, Chairman  
Flagler County Board of Commissioners  
1769 E Moody Boulevard, Building 2 Suite 302  
Bunnell, Florida 32110

RE: LAW ENFORCEMENT TRUST FUNDS

Dear Chairman Peterson:

The purpose of this correspondence is to request \$500 from the Law Enforcement Trust Fund for use as follows:

\$500	To donate to Flagler Imagination Library as a juvenile delinquency prevention effort
-------	--

The Sheriff's Office certifies these funds will aid in a juvenile delinquency prevention effort. These funds will provide support to the Flagler Imagination Library to improve educational opportunities for children in Flagler County in conjunction with the Early Learning Coalition of Flagler & Volusia Counties. This requested appropriation is in compliance with Florida Statute 932.7055 and will not result in recurring costs for the Flagler County Sheriff's Office.

I appreciate the Board's attention to this matter. Should you have further questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

  
Donald W Fleming, Sheriff

CC: File

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST FORM

6 e)



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If your agenda request is not approved it should be noted that any person, group or organization is welcome to address the Commission regarding matters of interest related to Flagler County government. A thirty-minute time period for public comment is allocated at the beginning and the end of each regular Board meeting. Speakers are allowed up to three minutes to address the Commission on items not on the agenda. A sign-in sheet is provided at the entrance to the Board room for those who wish to address the Commission. This Request form is not required to be filled out for those who wish to address the Commission during the Public Comment portion of Commission meetings.

PLEASE PRINT

Applicant's Name: Donald W Fleming, Sheriff

Phone: 386-437-4116 Email: dfleming@myfco.us

Address: 1001 Justice Lane Bunnell, Florida 32110

Group or Organization Name (if applicable) Flagler County Sheriff's Office

Subject Matter to be Discussed: Approval to allocate \$500 in Law Enforcement Trust Funds to donate to Flagler County NAACP as a crime prevention effort.

Has the subject been discussed and/or reviewed by County Departments or Officials?  No  Yes:

Name(s) of County Dept. or Officials issue discussed with \_\_\_\_\_

Specific questions and/or action desired from the Board of County Commissioners:

Allocation of \$500 in Law Enforcement Trust Funds to donate to the Flagler County NAACP as a crime prevention effort.

Signature of Applicant Donald Fleming Date 07/25/11

Presentations limited to 15 minutes per adopted Commission Meeting Procedures. All documents submitted become public record and must remain on file with the County Clerk.

**\*Fax completed form to 386-313-4101 20 days in advance of the scheduled meeting requested\***

For Office Use Only	
<u>Gary W. Sotter</u>	<u>1 Aug 2011</u>
Signature of County Administrator	Date
Assigned to Agenda: <u>15 Aug 2011</u>	Revised 02/11/10

65



# Flagler County Sheriff's Office

Donald W. Fleming, Sheriff

1001 Justice Lane • Bunnell, Florida 32110

July 25, 2011

Honorable Alan Peterson, Chairman  
Flagler County Board of Commissioners  
1769 E Moody Boulevard, Building 2 Suite 302  
Bunnell, Florida 32110

RE: LAW ENFORCEMENT TRUST FUNDS

Dear Chairman Peterson:

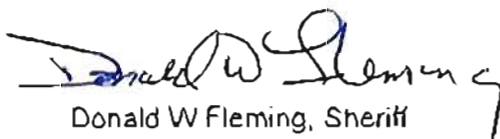
The purpose of this correspondence is to request \$500 from the Law Enforcement Trust Fund for use as follows:

\$500            To donate to NAACP as a crime prevention effort

The Sheriff's Office certifies these funds will aid in a crime prevention effort. These funds will provide support to the NAACP in their goal to assist in addressing criminal justice issues in Flagler County. This requested appropriation is in compliance with Florida Statute 932.7055 and will not result in recurring costs for the Flagler County Sheriff's Office.

I appreciate the Board's attention to this matter. Should you have further questions or concerns regarding this matter, please feel free to contact me.

Sincerely,

  
Donald W Fleming, Sheriff

CC: File



**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
GENERAL BUSINESS / AGENDA ITEM #6(f)**

**SUBJECT:** Request Board Approve Funding for Supervisor of Elections for the Florida House District 1 Special Primary Election in the Amount of \$11,055.00 and the Florida House District 1 Special General Election in the Amount of \$11,055.00.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Staff is in receipt of a request from Supervisor of Elections Kimberle B. Weeks for additional funding for the unexpected Special Primary Election and Special General Election caused by the resignation of Senator Anthony C. Hill, Sr. as the Florida Senate Representative for District 1. The date of the Special Primary Election is scheduled for September 20, 2011 with the Special General Election following on October 18, 2011.

As expenses for two additional elections were not anticipated at the time of budget adoption for the Supervisor of Elections for fiscal year 2010-2011, staff recommends approval of these funds.

Due to the date of the Special General Election being so soon after the start of fiscal year 2011-2012, it is conceivable that costs for the special general election may be incurred on or before September 30, 2011(i.e. in the current fiscal year). As a consequence, it may be necessary to appropriate funds in the current fiscal year for the purpose of funding costs associated with the October 18, 2011 Special General Election. Staff anticipates these costs to be minimal (i.e. \$1,500 or less) and recommends that \$1,500 of the \$11,055 in costs requested by the Supervisor of Elections for the Special General Election be appropriated in the current (2010-11) fiscal year, with the remaining \$9,555 in estimated costs for the October 18, 2011 Special General Election appropriated in the fiscal year 2011-12 budget of the Supervisor of Elections.

Inasmuch as the funding request provided by the Supervisor of Elections was not provided in the format generally suggested by the State of Florida, Division of Elections, it is somewhat difficult to validate the reasonableness of the amount being requested for each election. Whether or not this "unorthodox" approach to estimating costs will have any effect on the County's ability to obtain reimbursement from the State of Florida of the costs of conducting the special elections is unknown at this point, nevertheless, staff believes it is possible that the amount requested may slightly overstate the actual costs of conducting the special elections.

**FUNDING INFORMATION:** Funding for this purpose was not included in either the adopted fiscal year 2010-11 budget or the proposed fiscal year 2011-12 budget. Staff recommends utilization of a separate expenditure account within the Supervisor of Elections Budget in order to adequately segregate the funding provided for this purpose.

Should the Board approve the full amount requested by the Supervisor of Elections, it is our recommendation that the Board transfer a total of \$12,555 in the fiscal year 2010-11 budget (\$11,055 for the Special Primary Election and \$1,500 for the costs of the October 18, 2011 Special General Election expected to be incurred in fiscal year 2010-11) into a special account newly created within the Supervisor of Elections Budget (001-1510-581-91.26) for the purpose of specifically accounting for the costs associated with the Special Elections. In addition, staff recommends that the remaining \$9,555 in costs associated with the October 18, 2011 Special General Election be appropriated in the fiscal year 2011-12 budget (which is scheduled for adoption next month), also in account number 001-1510-581-91.26. The recommended fiscal year 2010-11 transfer of \$12,555 is included as a part of a separate item (7.a) scheduled for consideration by the Board at today's meeting. Appropriations beyond fiscal year 2010-11 are subject to future Board approval.

**DEPT./CONTACT/PHONE #:** County Administrator/Craig M. Coffey/313-4001.

**RECOMMENDATIONS:** Request the Board approve the funding request of \$11,055.00 for the Special Primary Election and \$11,055.00 for the Special General Election with the requirement that any unused funds or reimbursements received from the State of Florida are immediately forwarded to the County.


**ATTACHMENT:**

1. Funding Request dated August 9, 2011.

  
\_\_\_\_\_  
Craig Coffey, County Administrator

August 10, 2011  
\_\_\_\_\_  
Date

Deputy County Admin.  
Finance  
Legal

Initials Date  
 08/10/11  
\_\_\_\_\_  
\_\_\_\_\_




# Kimberle B. Weeks

## Flagler County Supervisor of Elections



1769 E. Moody Blvd., Bldg. 2, Suite 101 \* PO Box 901 \* Bunnell, Florida 32110-0901  
Phone (386) 313-4170 \* Fax (386) 313-4171 \* [www.flaglerelections.com](http://www.flaglerelections.com)

TO: Flagler County Board of County Commissioners

FROM: Kimberle B. Weeks, Flagler County Supervisor of Elections (SOE) 

C: Mr. Craig Coffey, Flagler County Administrator

DATE: August 9, 2011

RE: State Senate, District 1 Special Elections Funding Request in the amount of \$22,110

---

On July 29, 2011 Governor Scott issued State of Florida Executive Order 11-163 for Special Election-State Senate District 1. The Primary Election is to be held on September 20, 2011, and the General Election on October 18, 2011.

On August 1, 2011 this office noticed the County Administrator, Mr. Craig Coffey, and the Board of County Commissioners, Mr. Alan Peterson, Mr. George Harms, Mr. Nate McLaughlin, Ms. Barbara Revels and Ms. Milissa Holland of the Special Elections and asked for placement on the August 15, 2011, BoCC Agenda to obtain funding for the Special Elections.

Per Florida Statutes, 100.011(3) the expense of holding all elections for county and state offices necessarily incurred shall be paid out of the treasury of the county or state, as the case may be, in the same manner and by the same officers as in general elections.

Per Florida Statutes 100.102 it is expected the county shall be reimbursed by the state.

It is estimated the cost to conduct the special elections are as follows:

Special Primary \$11,055

Special General \$11,055

For a total estimated cost to be \$22,110 for both elections.

Below is a break-down of estimated costs for each special election.

Postage	138
Advertising	400
Supplies	395
Ballots/Shipping	1278
Data Base Review/Text to Voice/Election Night Support	4000
Fuel/Mileage	90
Election Staff	2550
Office Staff	1802
FICA/MC	207
Retirement	<u>195</u>
Total of estimated costs per election	\$11,055

Please accept this as a formal request for additional funding \$11,055 (per election) for a total request in the amount of \$22,110 for the called Special Primary and General Elections for State Senate, District 1 elections.

Attachment:

Copy of Executive Order 11-163



# STATE OF FLORIDA

## OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 11-163 (Special Election – State Senate District 1)

WHEREAS, Section 100.101(2), Florida Statutes, provides that a vacancy in the office of state senator shall be filled by special election; and

WHEREAS, pursuant to Section 114.01(1)(d), Florida Statutes, a vacancy now exists in the state Senate due to the resignation of Senator Anthony C. Hill, Sr., Senate District 1; and

WHEREAS, under the provisions of Section 100.141(1), Florida Statutes, the Governor is obligated, after consultation with the Secretary of State, to issue an order declaring the date the special election shall be held;

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, in obedience to my solemn constitutional duty to take care that the laws be faithfully executed, and pursuant to the Constitution and laws of the State of Florida, issue the following Executive Order, to take immediate effect:

### Section 1.

A special election shall be held in Senate District 1 to fill the vacancy in the state Senate.

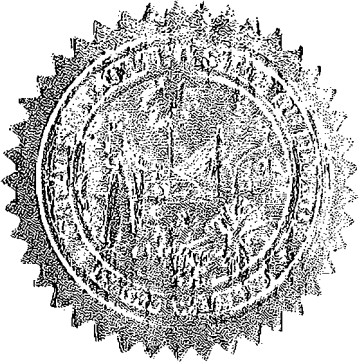
### Section 2.

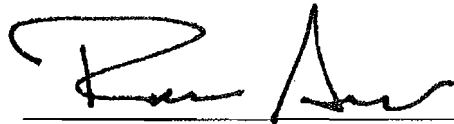
A special primary election shall be held on September 20, 2011.

Section 3.

A special general election shall be held on October 18, 2011, to select the state senator for Senate District 1.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 29th day of July, 2011.



  
GOVERNOR

ATTEST:

  
SECRETARY OF STATE

2011 JUL 29 AM 8:40  
DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

FILED

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

**SUBJECT:** Fiscal Year 2010-2011 Budget Transfers for the Series 2005 Capital Improvements Revenue Bonds Fund 309, Transportation Impact Fee/East Fund 137, the General Fund 001.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** The following budget transfers are within the same fund and do not impact the fund total.

<b>Attachment</b>	<b>BTR # 11-</b>	<b>To Dept:</b>	<b>Amount</b>	<b>Description</b>	<b>Contact</b>
1	119	1450	\$3,200	This transfer is required to correct the budget for project #490069 Matanzas/Old Kings Mitigation. These funds were incorrectly budgeted as staff time and need to be moved to the correct account (Improvements Other Than Buildings).	Tom Klinker
2	120	1440	\$20,000	This transfer is required to cover a budget deficit in Recreation Facilities as the age and condition of park facilities has resulted in additional repairs. Also, there has been an increase in debris removal from within the parks this year. Savings in Operating funds from Public Transportation and Facilities Management are being transferred.	Tom Klinker
3	112	6000	\$220,000	This transfer is required for the purchase and installation of two (2) 500KW emergency back-up generators for use within the Government Complex. These are the remaining funds from the 2005 Series Capital Improvement Revenue Bonds that were issued to finance the costs of acquisition and construction of the non-courthouse facilities. These bonded, capital funds can only be used for the purposes established the Board in accordance with the Bond covenants.	Tom Klinker
4	121	1510	\$12,555	This transfer is required to cover the cost of a Special Primary Election (scheduled on September 20, 2011) in the amount of \$11,055 and a portion of the costs of the Special General Election (scheduled on October 18, 2011) in the amount of \$1,500 to be conducted by the Supervisor of Elections. These costs are expected to be incurred in the current fiscal year budget.	Tom Klinker

**DEPT./CONTACT/PHONE #:** Tom Klinker 313-4008.

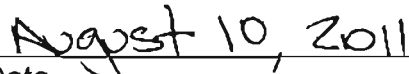
**RECOMMENDATIONS:** Request the Board approve budget transfer BTR11-119 and BTR11-120 amending the fiscal year 2010-2011 Budget. Approval of Budget Transfer BTR11-112 would be contingent on the Board's approval of Consent Item 15 and approval of Budget Transfer BTR11-121 would be contingent on the Board's approval of Consent Item 6 f).

**ATTACHMENTS:**

1. Budget Transfer 11-119
2. Budget Transfer 11-120
3. Budget Transfer 11-112
4. Budget Transfer 11-121


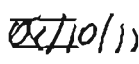
  
\_\_\_\_\_  
Thomas P. Klinker, CPA, CGFO, CPFO  
Financial Services Director

  
\_\_\_\_\_  
Craig M. Coffey  
County Administrator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Deputy County Admin.  
Financial Services  
Legal

Initials    Date  
   
\_\_\_\_\_  
\_\_\_\_\_

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

BTR 11 - 112  
DATE: 08/09/11  
PREPARED BY: dd  
PAGE 1 OF 1

FUND: CPF-MAJOR PROJECTS  
DEPARTMENT / DIVISION: Other Expenditures -Investments

**EXPLANATION:** Transfer funds within the 309 Fund for the purchase and installation of two (2) 500KW emergency back-up generators for use within the Government Complex. These funds are the remaining balance from the 2005 Series Capital Improvements Revenue Bonds that were issued to finance the costs of acquisition and construction of the non-courthouse facilities.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		AVAILABLE		ACCOUNT/CENTER DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	309	4910	519	3410		192,243		192,688	445	Other Contracted Services
2	309	6000	512	6310	630904	27,757		47,757	20,000	Improvmts other than bldg GOVT COMPLEX SITE DEVELOP
3	309	6000	512	6210	630631		220,000		220,000	Buildings Gov't Complex - 2 Generators
4									-	
5									-	
6									-	
7									-	
8									-	
9									-	
<b>TOTAL</b>						\$220,000.00	\$220,000.00	\$240,445.00	\$240,445.00	

Financial Service Director's APPROVAL: *Z. R. R.* DATE: 08/10/11  
 Administrator's APPROVAL: *George M. Coffey* DATE: 10 Aug 2011  
 Board Action at Meeting: APPROVAL DATE: \_\_\_\_\_  
 POSTED BY: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_ CC: \_\_\_\_\_

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

BTR 11 - 121  
DATE: 08/10/11  
PREPARED BY: dd  
PAGE 1 OF 1

FUND: General Fund  
DEPARTMENT / DIVISION: Reserves - Reserves

EXPLANATION: Transfer funds from Reserve for Contingency to cover the cost of Special Elections to be conducted by the Supervisor of Elections.

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	001	5000	587	9810		12,555		243,500	230,945	Reserve for Contingency
2	001	1510	581	9126			12,555	-	12,555	S.O.E. Special Elections
3										
4										
5										
6										
7										
8										
9										
<b>TOTAL</b>						\$12,555.00	\$12,555.00	\$243,500.00	\$243,500.00	\$243,500.00

Financial Service Director's APPROVAL: [Signature] DATE: 08/10/11  
 Administrator's APPROVAL: [Signature] DATE: 10 Aug 2011  
 Board Action at Meeting: APPROVAL DATE: \_\_\_\_\_  
 POSTED BY: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_ CC: \_\_\_\_\_

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

BTR 11 - 119  
 DATE: 08/28/11  
 PREPARED BY: dd  
 PAGE 1 OF 1

FUND: New Trans Imp Fee East  
 DEPARTMENT / DIVISION: County Engineer -County Engineer

**EXPLANATION:** This transfer is required to correct the budget for project #490069 Matanzas/Old Kings Mitigation. These funds were incorrectly budgeted as staff time and need to be moved to the correct account (Improvements Other than Buildings)

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	137	0800	541	6377	490069	3,200		6,910	3,710	Engineering Staff Time Matanzas/Old Kings Mitigation
2	137	1450	541	6310	490069		3,200	10,000	13,200	Improvmts other than bldg Matanzas/Old Kings Mitigation
3									-	
4									-	
5									-	
6									-	
7									-	
8									-	
9									-	
<b>TOTAL</b>						\$3,200.00	\$3,200.00	\$16,910.00	\$16,910.00	\$16,910.00

Financial Service Director's APPROVAL \_\_\_\_\_ DATE: 08/11/11

Administrator's APPROVAL *Gary M. Stry* DATE: 10 August 2011

Board Action at Meeting: APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

POSTED BY: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

DISAPPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

CC: \_\_\_\_\_

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

BTR 11 - 120

DATE: 08/15/11  
PREPARED BY: dd

PAGE 1 OF 1

FUND: General Fund  
DEPARTMENT / DIVISION: Transit Systems -Public Transportation

**EXPLANATION:** Transfer excess Operating funds from Public Transportation and Facilities Management to Recreation Facilities to cover a budget deficit as additional repairs were required due to the age and condition of park facilities as well as increased debris removal from within the parks.

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	001	1910	544	3110		10,000		89,534	79,534	Professional Services
2	001	1413	519	5212		10,000		37,892	27,892	Other Operating Expenses
3	001	1440	572	3410			12,000	(11,662)	338	Other Contracted Services
4	001	1440	572	4914			8,000	(10,789)	(2,789)	Landfill tipping fees
5									-	
6									-	
7									-	
8									-	
9									-	
<b>TOTAL</b>						\$20,000.00	\$20,000.00	\$104,975.00	\$104,975.00	

Financial Service Director's APPROVAL: *[Signature]* DATE: 08/17/11  
 Administrator's APPROVAL: *[Signature]* DATE: 10 Aug 2011  
 Board Action at Meeting: APPROVAL DATE: \_\_\_\_\_  
 POSTED BY: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_  
 cc: \_\_\_\_\_



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

**SUBJECT:** Approval of Bid Award for Medications and Medical Supplies and Contract Approval for Bid No. FC-11-13. .

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Sealed bids were publicly broadcast on www.demandstar.com and advertised in the Flagler News Tribune. Bid number FC-11-13 requested firm, fixed pricing for the purchase and delivery of various types of medical supplies as divided into groups for the County's Emergency Services/Fire Rescue Division. At the public bid opening on June 30, 2011, eight (8) bids were received. One (1) bid was declared non-responsive for not acknowledging the addendum issued. Staff has reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents and is recommending a multiple award to All Med, Bound Tree Medical, Kentron Medical, Midwest Medical Supply, Henry Schein, Moore Medical and QuadMed, who submitted the lowest responsive and responsible bids. There were a few line items that were not awarded to the lowest bidder for standardization reasons.

**VENDORS WHO SUBMITTED BIDS**

**VENDORS**

Alliance Medical dba AllMed  
Bound Tree Medical  
Henry Schein  
Kentron Medical  
Midwest Medical Supply  
Moore Medical  
QuadMed

**LOCATION**

Jefferson City, MO  
Dublin, OH  
Irmo, SC  
Springfield, TN  
Earth City, MO  
Farmington, CT  
Jacksonville, FL

Staff is requesting approval to purchase supplies pursuant to the terms and condition of Bid No. FC-11-13 for a Period of Thirty-Six (36) Months with an Option to Renew for One (1) Additional Twenty Four (24) Month Period to Multiple Vendors with a Not to Exceed Amount of \$177,500 in Fiscal Year 2012.

**FUNDING INFORMATION:** A total of \$177,500.00 was appropriated in the proposed fiscal year 2011-12 budget (General Fund, Operating Expenses, Ambulance Drugs). Appropriations beyond fiscal year 2011-12 are subject to future Board approval.

**DEPT./CONTACT/PHONE #:** Purchasing, Kris Collora, 313-4062

**RECOMMENDATIONS:** Request the Board approve awarding contracts for Bid No. FC-11-13 Medications and Medical Supplies to various suppliers at a total cost of \$177,500.00.

**ATTACHMENTS:**

1. Bid Tabulation

KCollora

Kris Collora  
Purchasing Specialist

Aug. 4, 2011

Date

Craig M. Coffey

Craig M. Coffey  
County Administrator

9 August 2011

Date

Deputy County Admin.  
Financial Services  
Legal

<u>Initials</u>	<u>Date</u>
<u>JS</u>	<u>8-4-11</u>
<u>JS</u>	<u>8-5-11</u>
<u>    </u>	<u>    </u>

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION**

**ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES**

	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
<b>Drug Free</b>	✓	✓	✓	✓	✓	✓	✓	✓	No Bid
<b>Non-Collusion</b>	✓	✓	✓	✓	✓	✓	✓	✓	No Bid
<b>Conflict/Non-Conflict</b>	✓	✓	✓	✓	✓	✓	✓	✓	No Bid
<b>Authorized Signatures</b>	✓	✓	✓	✓	✓	✓	✓	✓	No Bid
<b>References</b>	✓	✓	✓	✓	✓	✓	✓	✓	No Bid
<b>Vendor Information</b>	✓	✓	✓	✓	✓	✓	✓	✓	No Bid
<b>Local Preference</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	No Bid
<b>Public Entity Crimes</b>	✓	✓	✓	✓	✓	✓	✓	✓	No Bid
<b>Addendum #1</b>	YES	YES	YES	YES	NO	YES	YES	YES	No Bid

**\*\*McKesson Medical Bid Declared Non-Responsive; Did not acknowledge Addendum# 1**

Witness: Kris Collora  
 Witness: Mary McGowan

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP A - AIRWAY & INTUBATION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
A-1	\$8.77	\$8.53	\$7.83	\$1.50		\$9.67	\$9.03	\$8.13	No Bid
A-2	\$8.77	\$10.78	\$7.83	\$1.50		\$9.67	\$12.08	\$9.09	No Bid
A-3	\$8.77	\$10.78	\$7.83	\$1.50		\$9.67	\$12.08	\$9.94	No Bid
A-4	\$0.234	\$0.24	No Bid	\$0.32		\$0.35	\$0.23	\$0.398	No Bid
A-5	No Bid	\$69.07	No Bid	\$171.76		\$144.21	\$121.76	\$124.63	No Bid
A-6	No Bid	\$83.61	No Bid	No Bid		\$144.21	\$122.43	\$159.77	No Bid
A-7	No Bid	\$83.61	No Bid	No Bid		\$144.21	\$122.43	\$159.77	No Bid
A-8	No Bid	\$83.61	No Bid	No Bid		\$144.21	\$122.43	\$159.77	No Bid
A-9	\$3.97	\$1.74	\$1.37	\$1.62		\$1.90	\$3.37	\$1.693	No Bid
A-10	\$3.97	\$1.74	\$1.37	\$1.62		\$1.90	\$3.37	\$1.693	No Bid
A-11	\$3.97	\$1.74	\$1.37	\$1.62		\$1.90	\$3.37	\$1.693	No Bid
A-12	\$0.72	\$1.74	\$0.67	\$1.62		\$1.36	No Bid	\$1.693	No Bid

Bid Declared Non-Responsive; Did not acknowledge Addendum #1

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP A - AIRWAY & INTUBATION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
A-13	\$0.76	\$0.86	\$0.54	\$0.66	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	No Bid	No Bid	\$0.710	No Bid
A-14	\$0.76	\$0.86	\$0.54	\$0.66		\$1.34	\$1.09	\$0.710	No Bid
A-15	\$0.57	\$0.86	\$0.54	\$0.65		\$1.34	\$1.09	\$0.710	No Bid
A-16	\$0.57	\$0.86	\$0.54	\$0.65		\$1.34	\$1.09	\$0.710	No Bid
A-17	\$0.57	\$0.86	\$0.54	\$0.65		\$1.34	\$1.09	\$0.710	No Bid
A-18	\$0.57	\$0.86	\$0.54	\$0.65		\$1.34	\$1.09	\$0.710	No Bid
A-19	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-20	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-21	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-22	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-23	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-24	\$0.73	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
**BID TABULATION**

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP A - AIRWAY & INTUBATION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
A-25	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-26	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-27	\$0.72	\$0.95	\$0.67	\$0.91		\$1.34	\$1.15	\$0.898	No Bid
A-28	\$1.25	\$0.95	\$0.67	\$0.94		No Bid	\$1.15	\$0.898	No Bid
A-29	\$48.95	\$35.00	No Bid	No Bid		No Bid	\$63.12	\$29.48	No Bid
A-30	\$48.95	\$35.00	No Bid	No Bid		No Bid	\$63.12	\$29.48	No Bid
A-31	\$48.95	\$35.00	No Bid	No Bid		No Bid	\$63.12	\$29.48	No Bid
A-32	\$4.09	\$4.17	\$3.69	\$4.90		\$3.87	\$3.90	\$3.98	No Bid
A-33	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.05	\$2.273	No Bid
A-34	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.05	\$2.273	No Bid
A-35	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.05	\$2.273	No Bid
A-36	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.05	\$2.273	No Bid

Bid Declared Non-Responsive; Did not acknowledge Addendum# 1

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP A - AIRWAY & INTUBATION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
A-37	\$2.11	\$2.15	\$1.37	\$2.16	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	\$2.37	\$2.17	\$2.273	No Bid
A-38	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.17	\$2.273	No Bid
A-39	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.17	\$2.273	No Bid
A-40	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.17	\$2.273	No Bid
A-41	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.17	\$2.273	No Bid
A-42	\$2.11	\$2.15	\$1.37	\$2.16		\$2.37	\$2.17	\$2.273	No Bid
A-43	\$0.16	\$0.22	\$0.137	\$0.14		\$0.23	No Bid	\$0.18	No Bid
A-44	\$0.16	\$0.13	\$0.137	\$0.14		\$0.23	No Bid	\$0.18	No Bid
A-45	\$0.16	\$0.13	\$0.137	\$0.14		\$0.30	No Bid	\$0.18	No Bid
A-46	\$0.16	\$0.13	\$0.137	\$0.14		\$0.27	No Bid	\$0.18	No Bid
A-47	\$0.16	\$0.13	\$0.137	\$0.14		\$0.27	No Bid	\$0.18	No Bid
A-48	\$0.16	\$0.13	\$0.137	\$0.14		\$0.27	No Bid	\$0.18	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP A - AIRWAY & INTUBATION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
A-49	\$0.16	\$0.13	\$0.137	\$0.14		\$0.16	No Bid	\$0.18	No Bid
A-50	\$0.16	\$0.13	\$0.137	\$0.14		\$0.23	No Bid	\$0.18	No Bid
A-51	\$3.01	\$1.73	No Bid	\$2.84			\$2.58	\$1.818	No Bid
A-52	\$3.01	\$1.73	No Bid	\$2.84		\$2.47	\$2.58	\$1.818	No Bid
A-53	\$3.01	\$1.73	No Bid	\$2.84		\$2.54	\$2.58	\$1.818	No Bid
A-54	\$0.88	\$0.46	\$0.43	\$0.68		No Bid	\$0.74	\$0.85	No Bid
A-55	\$2.75	\$2.82	\$4.25	\$2.69		No Bid	\$2.62	\$3.24	No Bid
A-56	\$2.75	\$2.82	\$4.25	\$2.69		No Bid	\$2.62	\$3.24	No Bid

Bid Declared Non-Responsive; Did not  
 acknowledge Addendum# 1



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP B - O2 DELIVERY & SUCTION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
B-1	\$0.96	\$1.19	\$0.85	\$0.82	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	\$1.11	\$1.15	\$1.14	No Bid
B-2	\$0.98	\$1.19	\$0.89	\$1.50		\$0.93	\$1.51	\$1.14	No Bid
B-3	\$5.39	\$5.15	No Bid	\$6.63		\$5.28	\$5.50	\$5.59	No Bid
B-4	No Bid	\$23.90	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
B-5	No Bid	\$30.73	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
B-6	\$0.23	\$0.29	\$0.247	\$0.25		No Bid	\$0.37	\$0.29	No Bid
B-7	\$0.33	\$0.51	\$0.259	\$0.33		\$2.16	\$0.65	\$0.41	No Bid
B-8	\$1.11	\$0.70	No Bid	\$0.75		\$2.01	\$2.16	\$0.98	No Bid
B-9	\$1.11	\$0.70	No Bid	\$0.75		\$2.01	\$2.16	\$0.98	No Bid
B-10	\$1.11	\$0.70	No Bid	\$0.75		\$2.01	\$2.16	\$0.98	No Bid
B-11	\$1.11	\$0.70	No Bid	\$0.75		\$2.01	\$2.16	\$0.98	No Bid
B-12	\$1.11	\$0.70	No Bid	\$0.75		\$2.01	No Bid	\$0.98	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP B - O2 DELIVERY & SUCTION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
B-13	\$1.11	\$0.70	\$0.647	\$0.75	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	\$0.79	No Bid	\$0.98	No Bid
B-14	\$0.67	\$0.80	\$0.67	\$0.64		\$1.12	\$0.99	\$0.68	No Bid
B-15	\$0.68	\$1.00	No Bid	\$0.71		\$1.19	\$1.22	\$0.74	No Bid
B-16	No Bid	\$27.50	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
B-17	No Bid	\$27.50	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
B-18	\$0.26	\$0.24	\$0.265	\$0.24		\$0.37	\$0.34	\$0.26	No Bid
B-19	No Bid	\$7.70	No Bid	\$8.64		No Bid	No Bid	\$6.67	No Bid
B-20	\$0.20	\$0.19	\$0.19	\$0.18		\$0.35	\$0.35	\$0.20	No Bid
B-21	\$0.20	\$0.19	\$0.19	\$0.18		\$0.35	\$0.37	\$0.20	No Bid
B-22	\$0.20	\$0.19	\$0.19	\$0.18		\$0.36	\$0.35	\$0.20	No Bid
B-23	\$0.20	\$0.19	\$0.19	\$0.18		\$0.36	\$0.35	\$0.20	No Bid
B-24	\$0.20	\$0.19	\$0.19	\$0.18		\$0.36	\$0.37	\$0.20	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP B - O2 DELIVERY & SUCTION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
B-25	No Bid	No Bid	No Bid	No Bid	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	No Bid	No Bid	No Bid	No Bid
B-26	\$0.20	\$0.19	\$0.19	\$0.18		\$0.35	\$0.43	\$0.20	No Bid
B-27	\$0.20	\$0.19	\$0.19	\$0.18		\$0.35	\$0.42	\$0.20	No Bid
B-28	No Bid	\$0.2925	No Bid	\$0.30		\$0.32	\$0.28458	\$0.3283	No Bid
B-29	\$1.02	\$0.94	\$0.79	\$1.02		\$0.60	No Bid	\$0.80	No Bid
B-30	\$439.43	\$312.50	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
B-31	\$0.70	\$0.64	\$0.43	\$0.45		\$0.54	\$8.33	\$0.36	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP C - DRESSINGS & BANDAGES

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
C-1	\$0.097	\$0.1113	\$0.109	\$0.1190	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	\$0.11	\$0.1308	\$0.1095	No Bid
C-2	\$9.24	\$9.04	\$9.00	\$9.09		No Bid	\$8.90	\$8.86	No Bid
C-3	\$0.0152	\$0.0194	\$0.011	\$0.0136		\$0.03	\$0.0129	\$0.0132	No Bid
C-4	\$2.71	\$2.86	\$1.69	\$2.23		\$3.07	\$2.79	\$2.64	No Bid
C-5	No Bid	\$0.0818	\$0.09	\$0.75		\$0.14	\$0.1082	\$0.08	No Bid
C-6	\$0.845	\$0.79	\$0.99	\$0.74		\$0.64	\$0.64416	\$0.77	No Bid
C-7	\$0.0304	\$0.0708	\$0.031	\$0.55		\$0.03	\$0.0515	\$0.07	No Bid
C-8	\$0.0045	\$0.0051	\$0.0044	\$0.00365		\$0.01	\$0.005	\$0.0045	No Bid
C-9	\$0.0155	\$0.0145	\$0.0135	\$0.0117		\$0.02	\$0.01615	\$0.0125	No Bid
C-10	\$1.16	\$2.38	\$0.79	\$0.92		\$1.02	\$1.47	\$0.94	No Bid
C-11	\$0.0992	\$0.08196	\$0.10	\$0.08333		\$0.23	\$0.2175	\$0.09416	No Bid
C-12	\$0.1167	\$0.1208	\$0.12	\$0.105		\$0.29	\$0.3183	\$11.083	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP C - DRESSINGS & BANDAGES

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
C-13	\$0.1367	\$0.145	\$0.13	\$0.1375	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	\$0.45	\$0.40	\$0.13	No Bid
C-14	\$0.2633	\$0.2733	\$0.25	\$0.2467		\$0.67	\$0.60666	\$0.12416	No Bid
C-15	\$0.1675	\$0.3295	\$0.16	\$0.3138		No Bid	\$0.26875	\$0.24625	No Bid
C-16	\$0.335	\$0.5616	\$0.32	\$0.6275		No Bid	\$0.54166	\$0.3316	No Bid
C-17	\$0.67	\$1.1233	\$0.64	\$1.255		No Bid	\$1.075	\$0.60	No Bid
C-18	\$0.241	\$0.18	\$0.29	\$0.32		\$0.21	\$0.38	\$0.32583	No Bid
C-19	\$0.4733	\$0.98	\$0.89	\$0.57		\$0.59	\$0.5834	\$0.6275	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP D - CARDIAC MONITOR

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
D-1	No Bid	\$24.19	\$26.74	No Bid	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	\$21.00	\$20.68	No Bid
D-2	No Bid	\$19.53	\$21.79	No Bid		No Bid	No Bid	\$16.70	No Bid
D-3	No Bid	\$16.74	\$18.81	No Bid		No Bid	No Bid	\$14.32	No Bid
D-4	No Bid	\$26.98	\$29.71	No Bid		No Bid	No Bid	\$23.07	No Bid
D-5	\$0.1813	\$0.1536	\$0.1406	No Bid		No Bid	\$0.28933	\$0.1383	No Bid
D-6	\$0.1599	\$0.16	\$0.152	No Bid		\$0.16	\$0.15666	\$0.1553	No Bid
D-7	No Bid	\$6.78	\$12.87	No Bid		No Bid	No Bid	\$1.1079	No Bid
D-8	\$145.14	\$119.07	\$126.78	No Bid		No Bid	\$99.56	\$101.82	No Bid
D-9	No Bid	\$264.19	No Bid	No Bid		No Bid	No Bid	\$174.55	No Bid
D-10	No Bid	\$25.12	\$48.53	No Bid		No Bid	No Bid	\$38.98	No Bid
D-11	\$359.90	\$283.72	No Bid	No Bid		No Bid	No Bid	\$277.27	No Bid
D-12	\$76.70	No Bid	\$64.38	No Bid		\$151.56	No Bid	No Bid	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP D - CARDIAC MONITOR

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
D-13	\$3.47	No Bid	\$2.09	\$1.78	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	No Bid	\$1.57	No Bid
D-14	\$24.19	No Bid	\$16.50	\$17.47		\$16.98	\$32.67	\$1.4995	No Bid
D-15	\$26.05	No Bid	\$17.50	\$17.47		\$16.98		\$1.4995	No Bid
D-16	\$99.50	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
D-17	\$50.91	No Bid	\$39.95	\$51.50		\$135.80	No Bid	\$49.75	No Bid
D-18	\$17.47	No Bid	\$14.95	\$17.67		\$18.57	\$16.60	\$17.07	No Bid
D-19	\$13.44	No Bid	\$15.95	\$13.59		\$15.04	\$12.84	\$13.14	No Bid
D-20	\$13.44	No Bid	\$95.19	\$43.53		\$249.42	\$114.44	\$117.05	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP E - MEDICATIONS & FLUIDS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
E-1	No Bid	\$0.91	No Bid	\$1.16	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	\$1.10	\$1.90	No Bid	No Bid
E-2	No Bid	\$1.08	No Bid	\$1.57		\$1.41	\$2.59	No Bid	No Bid
E-3	No Bid	\$1.22	No Bid	\$1.36		\$0.97	\$1.31	No Bid	No Bid
E-4	No Bid	\$1.89	No Bid	\$4.069		No Bid	\$1.82	No Bid	No Bid
E-5	No Bid	\$3.98	No Bid	\$6.67		\$5.28	No Bid	No Bid	No Bid
E-6	No Bid	\$2.81	No Bid	\$6.44		No Bid	\$2.80	No Bid	No Bid
E-7	No Bid	No Bid	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
E-8	No Bid	\$28.50	No Bid	\$37.51		\$11.61	\$80.40	No Bid	No Bid
E-9	No Bid	\$22.92	No Bid	\$25.02		No Bid	\$42.39	No Bid	No Bid
E-10	No Bid	\$0.15	No Bid	\$0.1832		No Bid	\$0.1592	No Bid	No Bid
E-11	No Bid	\$27.50	No Bid	\$36.28		\$11.50	\$25.86	No Bid	No Bid
E-12	No Bid	\$1.64	No Bid	No Bid		No Bid	\$9.41	No Bid	No Bid



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP E - MEDICATIONS & FLUIDS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
E-13	No Bid	No Bid	No Bid	No Bid	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	No Bid	No Bid	No Bid	No Bid
E-14	No Bid	\$0.258	No Bid	\$0.197		\$0.18	\$0.181	\$0.191	No Bid
E-15	No Bid	\$2.30	No Bid	\$2.32		\$2.02	\$1.74	No Bid	No Bid
E-16	No Bid	\$0.02194	No Bid	\$0.0222		\$0.94	\$0.01861	\$0.23611	No Bid
E-17	No Bid	\$2.44	No Bid	\$4.069		\$2.39	\$2.9400	No Bid	No Bid
E-18	No Bid	\$0.166	No Bid	\$0.196		No Bid	\$0.1636	No Bid	No Bid
E-19	No Bid	\$2.48	No Bid	\$4.069		\$4.86	\$2.39	No Bid	No Bid
E-20	No Bid	\$0.70	No Bid	\$0.96		\$1.05	\$1.67	No Bid	No Bid
E-21	No Bid	\$2.59	No Bid	\$6.44		\$2.24	\$2.49	No Bid	No Bid
E-22	No Bid	\$2.841	No Bid	\$4.30		No Bid	\$2.74	No Bid	No Bid
E-23	No Bid	\$3.70	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
E-24	No Bid	\$0.91	No Bid	\$1.30		No Bid	No Bid	No Bid	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

BID TABULATION

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP E - MEDICATIONS & FLUIDS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
E-25	No Bid	\$9.46	No Bid	\$10.33	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	\$10.74	No Bid	No Bid	No Bid
E-26	No Bid	\$2.03	No Bid	\$4.069		\$5.34	\$2.12	No Bid	No Bid
E-27	No Bid	\$3.60	No Bid	\$1.76		\$1.11	\$1.18	No Bid	No Bid
E-28	No Bid	\$0.9148	No Bid	\$0.56		No Bid	No Bid	No Bid	No Bid
E-29	No Bid	\$0.61	No Bid	\$0.76		\$0.56	\$0.59	No Bid	No Bid
E-30	No Bid	\$96.95	No Bid	\$158.70		\$91.23	\$137.65	No Bid	No Bid
E-31	No Bid	\$0.85	No Bid	\$1.06		\$3.01	\$0.5412	No Bid	No Bid
E-32	No Bid	\$0.7684	No Bid	\$1.51		\$0.74	No Bid	No Bid	No Bid
E-33	No Bid	\$3.42	No Bid	\$6.59		No Bid	\$5.7192	No Bid	No Bid
E-34	No Bid	\$1.122	No Bid	No Bid		No Bid	\$1.085	No Bid	No Bid
E-35	No Bid	\$5.514	No Bid	\$1.60		\$0.68	No Bid	No Bid	No Bid
E-36	No Bid	\$35.00	No Bid	\$48.28		\$18.77	\$23.47	No Bid	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP E - MEDICATIONS & FLUIDS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
E-37	No Bid	\$9.19	No Bid	No Bid	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	No Bid	No Bid	No Bid
E-38	No Bid	\$213.00	No Bid	\$380.07		No Bid	No Bid	No Bid	No Bid
E-39	No Bid	\$3.27	\$3.19	\$4.84		\$10.95	No Bid	\$3.65	No Bid
E-40	No Bid	\$0.25	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
E-41	No Bid	\$9.95	No Bid	\$19.19		No Bid	No Bid	No Bid	No Bid
E-42	No Bid	\$2.35	No Bid	No Bid		\$1.42	No Bid	No Bid	No Bid
E-43	No Bid	\$0.3856	No Bid	\$0.4512		No Bid	\$0.647	No Bid	No Bid
E-44	No Bid	\$0.43	No Bid	\$0.4512		No Bid	No Bid	No Bid	No Bid
E-45	No Bid	\$1.90	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid
E-46	No Bid	\$0.74	No Bid	\$0.73		No Bid	\$0.4728	No Bid	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP F - IMMOBILIZATION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
F-1	\$8.88	\$8.86	\$5.25	\$8.61	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	\$7.14	\$8.60	No Bid
F-2	\$5.03	\$5.00	No Bid	\$5.55		\$4.98	\$5.22	\$2.99	No Bid
F-3	\$3.48	\$5.00	\$2.79	\$3.71		\$4.70	\$4.73	\$2.99	No Bid
F-4	\$3.48	\$5.00	\$2.79	\$3.71		\$4.69	\$5.22	\$2.99	No Bid
F-5	\$4.37	\$5.95	\$3.09	\$2.42		No Bid	No Bid	\$2.73	No Bid
F-6	\$4.00	\$4.07	\$3.09	\$2.55		No Bid	No Bid	\$3.63	No Bid
F-7	\$5.50	\$4.90	No Bid	\$5.38		\$5.43	\$5.90	\$4.29	No Bid
F-8	\$1.01	No Bid	\$1.45	\$1.01		\$1.14	\$1.67	\$1.03	No Bid
F-9	\$1.21	\$1.23	\$1.55	\$1.15		\$0.97	\$1.89	\$1.23	No Bid
F-10	\$1.70	\$2.20	\$2.09	\$1.55		\$1.85	\$2.88	\$1.74	No Bid
F-11	No Bid	\$2.33	\$3.19	\$2.72		\$2.62	No Bid	\$2.85	No Bid
F-12	\$6.73	\$7.58	\$1.95	\$3.50		No Bid	\$7.09	\$8.18	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP F - IMMOBILIZATION

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
F-13	\$6.73	\$5.24	\$3.15	\$3.50	Non Responsive	\$6.64	\$6.34	\$4.89	No Bid
F-14	\$4.43	\$3.93	No Bid	\$4.34		\$3.25	\$3.72	\$5.14	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP G - INTRAVENOUS SUPPLIES

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
G-1	\$1.54	\$1.43	No Bid	\$1.52	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	\$1.15	\$1.50	\$1.41	No Bid
G-2	\$1.69	\$1.63	No Bid	\$1.56		\$1.21	\$1.57	\$1.56	No Bid
G-3	\$1.11	\$0.94	No Bid	\$1.01		No Bid	\$1.08	\$0.9645	No Bid
G-4	No Bid	\$53.00	No Bid	No Bid		No Bid	No Bid	\$53.45	No Bid
G-5	No Bid	\$53.00	No Bid	No Bid		No Bid	No Bid	\$53.45	No Bid
G-6	\$5.37	\$6.95	No Bid	\$5.22		No Bid	No Bid	\$12.45	No Bid
G-7	No Bid	\$1.45	No Bid	\$1.64		No Bid	\$2.0222	\$1.49	No Bid
G-8	\$1.82	\$1.74	\$2.339	\$1.84		\$2.55	\$2.0054	\$1.985	No Bid
G-9	\$1.82	\$1.74	\$2.339	\$1.84		\$2.55	\$2.0054	\$1.985	No Bid
G-10	\$1.82	\$1.74	\$2.339	\$1.84		\$2.55	\$2.0054	\$1.985	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP G - INTRAVENOUS SUPPLIES

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
G-11	\$1.82	\$1.74	\$2.339	\$1.84	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	\$2.55	\$2.005	\$1.985	No Bid
G-12	\$1.82	\$1.74	\$2.339	\$1.84		\$2.55	\$2.088	\$1.985	No Bid
G-13	\$9.13	\$14.38	\$12.99	\$19.78		\$9.01	\$18.68	\$8.195	No Bid
G-14	\$0.386	\$0.3529	No Bid	\$0.375		\$0.44	\$0.4420	\$0.3295	No Bid
G-15	\$0.117	\$0.13	No Bid	\$0.0803		\$0.10	\$0.11	\$0.0909	No Bid
G-16	\$0.316	\$0.34	No Bid	\$0.2017		\$0.23	\$0.3042	\$0.1962	No Bid
G-17	\$0.061	\$0.07	No Bid	\$0.0424		\$0.07	\$0.0579	\$0.0640	No Bid
G-18	\$0.39	\$0.42	No Bid	\$0.3048		\$0.32	\$0.3634	\$0.3892	No Bid
G-19	\$0.585	\$0.52	No Bid	\$0.39		\$0.36	\$0.4564	\$0.4092	No Bid
G-20	\$0.038	\$0.0458	No Bid	\$0.025		\$0.05	\$0.0290	\$0.0424	No Bid
G-21	\$0.038	\$0.0458	No Bid	\$0.025		\$0.05	\$0.0290	\$0.0424	No Bid
G-22	No Bid	\$0.0458	No Bid	\$0.025		\$0.05	\$0.0290	No Bid	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP G - INTRAVENOUS SUPPLIES

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
G-23	\$0.209	\$0.21	No Bid	\$0.2107	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	\$0.47	\$0.3068	\$0.2386	No Bid
G-24	No Bid	\$4.05	\$4.45	\$2.90		\$3.03	No Bid	No Bid	No Bid
G-25	\$1.83	\$1.1475	No Bid	\$1.13		\$1.07	\$0.2556	\$1.0955	No Bid



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP H - LINENS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
H-1	No Bid	\$401.16	No Bid	No Bid	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	\$177.78	\$229.00	No Bid
H-2	\$0.4956	\$0.394	\$0.270	\$0.2032		\$0.31	No Bid	\$0.2631	No Bid
H-3	\$3.87	\$2.43	\$3.95	\$5.22		\$2.56	No Bid	\$7.39	No Bid
H-4	\$0.59	\$0.41	\$0.55	\$0.63		\$0.40	\$1.75	\$0.68	No Bid
H-5	\$2.46	\$1.62	\$1.95	\$1.30		No Bid	\$4.41	\$1.88	No Bid
H-6	No Bid	\$1.16	\$0.79	\$0.96		No Bid	No Bid	\$1.297	No Bid

\*\*Item H-6 was evaluated by EMS personnel and determined that the sample submitted from Boundtree Medical was of the best quality.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP I - BIOHAZARD

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
I-1	\$4.30	\$4.38	No Bid	\$4.37	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	\$4.06	\$4.18	No Bid
I-2	\$10.53	\$10.71	No Bid	\$10.97		\$13.04	\$10.00	\$10.23	No Bid
I-3	\$0.175	\$0.07	\$0.09	\$0.12		\$0.11	\$0.0886	\$0.21765	No Bid
I-4	\$1.11	\$0.8833	\$1.01	\$0.43		No Bid	No Bid	No Bid	No Bid
I-5	No Bid	\$1.42	No Bid	No Bid		\$1.37	\$1.32	\$1.88	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP J - PERSONAL PROTECTIVE EQUIPMENT

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
J-1	No Bid	\$0.09	No Bid	\$0.09	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	\$0.07	No Bid	\$0.06	No Bid
J-2	\$0.88	\$0.766	\$0.49	\$0.959		\$0.80	\$0.6985	\$1.067	No Bid
J-3	\$0.88	\$0.766	No Bid	\$0.959		\$0.80	\$0.6985	\$1.067	No Bid
J-4	\$0.88	\$0.766	No Bid	\$0.959		\$0.81	\$0.6985	\$1.067	No Bid
J-5	\$4.07	\$3.99	\$2.59	\$3.50		\$3.47	\$3.08	\$3.95	No Bid
J-6	\$5.46	\$1.27	\$1.39	\$3.42		\$4.98	\$0.84	\$1.52	No Bid
J-7	No Bid	\$0.29	\$0.16	\$0.33		\$0.15	No Bid	\$0.5401	No Bid
J-8	\$0.359	\$0.7156	\$0.39	\$0.53		\$0.86	\$0.8668	\$0.966	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP K - EQUIPMENT

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
K-1	\$6.00	\$10.56	\$6.39	\$5.71	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	\$8.08	\$9.04	\$5.99	No Bid
K-2	\$6.28	\$10.56	\$5.89	\$5.71		\$13.77	\$9.04	\$5.99	No Bid
K-3	\$8.50	\$10.56	\$6.89	\$5.71		\$17.85	\$11.80	\$7.19	No Bid
K-4	\$6.28	\$10.56	\$5.89	\$5.71		\$13.60	\$9.04	\$5.99	No Bid
K-5	\$10.73	\$22.08	\$7.39	\$5.90		\$23.96	\$21.10	\$7.19	No Bid
K-6	No Bid	\$45.35	No Bid	No Bid		\$27.29	No Bid	\$14.85	No Bid
K-7	\$0.175	\$0.34	\$0.79	\$0.73		\$0.77	\$1.88	\$0.79	No Bid
K-8	\$79.85	\$57.75	\$55.79	\$96.00		\$98.15	\$83.33	\$85.23	No Bid
K-9	\$140.40	\$188.23	No Bid	\$126.86		\$231.93	\$184.43	\$139.24	No Bid
K-10	\$136.89	\$188.23	No Bid	\$126.86		\$231.93	\$184.43	\$139.24	No Bid
K-11	\$168.00	\$181.18	No Bid	\$407.66		\$224.42	\$260.63	\$184.50	No Bid
K-12	No Bid	\$18.74	No Bid	No Bid		No Bid	No Bid	No Bid	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP K - EQUIPMENT

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
K-13	\$53.24	\$31.35	No Bid	\$33.31	Bid Declared Non-Responsive; Did not acknowledge Addendum# 2	\$26.73	No Bid	\$30.28	No Bid
K-14	No Bid	\$141.96	\$39.00	\$82.59		No Bid	\$134.70	\$61.75	No Bid
K-15	\$0.177	\$0.41	\$0.39	\$0.38		\$0.89	\$1.24	\$0.58	No Bid
K-16	No Bid	\$507.35	No Bid	\$544.64		\$497.97	No Bid	\$575.28	No Bid
K-17	\$175.34	\$168.63	No Bid	\$183.19		No Bid	No Bid	\$169.90	No Bid
K-18	\$39.53	\$57.65	\$39.69	\$46.09		No Bid	No Bid	\$68.92	No Bid
K-19	\$122.59	No Bid	No Bid	\$142.39		\$112.36	No Bid	\$118.47	No Bid
K-20	\$5.83	\$5.35	\$4.65	\$5.06		\$7.63	\$5.71	\$4.89	No Bid
K-21	\$27.54	\$26.64	\$3.25	\$8.67		No Bid	\$5.44	\$9.09	No Bid
K-22	\$5.02	\$26.64	\$2.85	\$5.16		\$4.46	\$3.57	\$6.09	No Bid
K-23	No Bid	\$110.47	No Bid	No Bid		No Bid	\$191.11	\$52.75	No Bid
K-24	No Bid	\$22.09	\$1.49	\$7.30		No Bid	No Bid	\$5.25	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP K - EQUIPMENT

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
K-25	No Bid	\$86.05	\$27.35	\$22.89	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	No Bid	\$27.25	No Bid
K-26	\$969.31	No Bid	No Bid	\$1,055.44		\$932.73	No Bid	\$936.65	No Bid
K-27	\$263.14	\$259.30	No Bid	No Bid		\$306.00	\$247.78	\$253.41	No Bid
K-28	\$220.66	\$217.44	No Bid	No Bid		\$257.50	\$201.11	\$205.68	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP L - MISCELLANEOUS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
L-1	\$0.0176	\$0.0267	\$0.02	\$0.0176	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	No Bid	\$0.02	\$0.19	No Bid
L-2	\$0.39	\$0.39625	\$0.49	\$0.50		No Bid	\$0.45	\$0.414583	No Bid
L-3	\$0.126	\$0.10	No Bid	\$0.13		No Bid	\$0.10	\$0.13	No Bid
L-4	\$3.45	\$4.70	\$2.49	\$4.84		No Bid	\$3.22	\$2.99	No Bid
L-5	\$3.45	\$4.70	\$2.39	\$4.84		No Bid	\$2.95	\$2.99	No Bid
L-6	\$1.246	\$0.48	No Bid	\$1.28		No Bid	\$1.1742	\$0.4318	No Bid
L-7	\$29.50	No Bid	No Bid	\$30.50		No Bid	\$27.78	\$16.95	No Bid
L-8	\$0.97	\$2.27	No Bid	\$0.65		No Bid	\$0.93	\$0.99	No Bid
L-9	\$1.18	\$1.38	No Bid	\$0.67		No Bid	\$0.43	\$0.89	No Bid
L-10	\$0.656	\$0.58	No Bid	\$0.73		No Bid	\$0.51	\$0.8549	No Bid
L-11	\$0.645	\$0.57	No Bid	\$0.85		No Bid	\$0.73	\$1.0325	No Bid
L-12	\$1.57	\$1.72	No Bid	\$1.40		No Bid	\$1.12	\$1.28	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

BID TABULATION

ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP L - MISCELLANEOUS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
L-13	\$0.112	\$0.18095	\$0.11	\$0.128	Bid Declared Non-Responsive; Did not acknowledge Addendum # 1	No Bid	\$0.0089	\$0.0215	No Bid
L-14	\$0.0313	\$0.0517	\$0.05	\$0.042		No Bid	\$0.035625	\$0.0375	No Bid
L-15	\$0.034	\$0.0317	\$0.034	\$0.0325		No Bid	\$0.0305	\$0.0300	No Bid
L-16	\$4.21	\$5.62	\$3.89	\$5.06		No Bid	\$5.00	\$3.89	No Bid
L-17	\$0.75	\$0.9416	\$0.59	\$0.59		No Bid	\$0.49	\$0.8183	No Bid
L-18	\$0.0336	\$0.0310	\$0.0350	\$0.0315		No Bid	\$0.0279	\$0.0316	No Bid
L-19	\$15.09	\$15.05	\$7.95	\$8.50		No Bid	\$14.21	\$8.03	No Bid
L-20	\$0.21	\$0.33	\$0.23	\$0.35		No Bid	\$0.18	\$0.1883	No Bid
L-21	\$5.73	\$5.08	\$3.35	\$8.83		No Bid	\$5.51	\$2.99	No Bid
L-22	\$2.57	\$1.27	\$0.80	\$3.87		No Bid	\$1.57	\$1.50	No Bid
L-23	\$0.10	\$0.10	\$0.85	\$0.067		No Bid	\$0.134	\$0.0895	No Bid
L-24	\$1.18	\$0.94	No Bid	\$0.83		No Bid	No Bid	\$0.77	No Bid



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BID TABULATION  
 ITB #FC-11-13 MEDICATIONS AND MEDICAL SUPPLIES

GROUP L - MISCELLANEOUS

ITEM#	ALL MED	BOUNDTREE MEDICAL	KENTRON MEDICAL	MIDWEST MEDICAL SUPPLY	MCKESSON MEDICAL	HENRY SCHEIN	MOORE MEDICAL	QUADMED	LAERDAL MEDICAL SUPPLY
L-25	\$0.59	\$0.45	\$0.65	\$0.49	Bid Declared Non-Responsive; Did not acknowledge Addendum# 1	\$0.40	\$0.48	\$0.50	No Bid
L-26	\$0.86	\$0.59	\$0.89	\$0.98		\$0.58	\$0.99	\$0.84	No Bid
L-27	\$0.0475	\$5.52	\$0.04375	\$0.03625		No Bid	\$0.094923	\$5.30	No Bid

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
CONSENT / AGENDA ITEM # 7 c)

**SUBJECT:** Declaration of Items as Surplus and Removal from County Fixed Assets

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Pursuant to the provisions of Chapter 274, Florida Statutes, The Board of County Commissioners must declare surplus and authorize the disposal of all tangible personal property, owned by a governmental unit, of a non-consumable nature (i.e. that are included in the County's fixed asset inventory). The last request to declare items as surplus and authorize disposal of them was approved by the Board on January 24, 2011. The attached document lists all items that staff requests to be declared surplus. This report resulted from the physical inventory by the Purchasing Division, Financial Services Department of all County owned tangible personal property and Flagler County departments and Constitutional offices deciding to dispose of property.


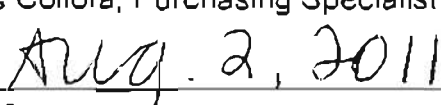
Pursuant to the County's current agreement with George Gideon Auctioneers, Inc., all items will be forwarded to the auctioneer to be offered for sale at the next available auction following approval by the Board.

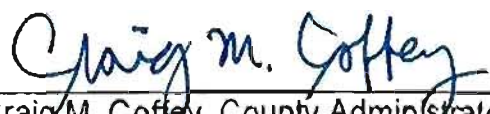

Proceeds generated by the sale of surplus property will be deposited into the fund from which the original purchase was financed, to the extent possible.

**DEPT./CONTACT/PHONE #:** Purchasing, Kris Collora, 313-4062

**RECOMMENDATIONS:** Request the Board declare surplus and authorize disposal of the fixed asset items included on the attached listing and further authorize that the items be offered for sale at the next available auction by George Gideon Auctioneers, Inc. Finally, authorize the removal of those items from the County's fixed asset inventory.

**ATTACHMENTS:**  
Fixed Asset Disposal List

  
\_\_\_\_\_  
Kris Collora, Purchasing Specialist  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator  
  
\_\_\_\_\_  
Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
SS	8/14/11
JL	08/04/11
MA	

## Flagler County Board of County Commissioners

### Fixed Asset Disposal List

Item #	Item Transf. Log#	Description / Detail	Dept. From	S/N or Additional Information	Reason for Disposal	FCID #	Clerk#	Surplus Stored Location
1	2011-034	Xerox, 765 Fax Machine	Attorney	PY18-529210	Obsolete	5347	2250	CS
2	2011-035	Minolta Copier	Clerk	310703831	Obsolete, Needs Repairs	1478	10	CS
3	2011-036	Digital Monitor	Utilities	4DB17881404622	Poor condition	4367	4909	CS
4	2011-037	Creative Computer 52X	Elections	15617	Poor condition		791	CS
5	2011-044	Atlas Stand	Library				961	CS
6	2011-047	Dell Optiplex Computer GX280	IT	CHM6Z51	Poor condition		3086	CS
7	2011-048	Dell Optiplex Computer GX270	IT	3SZG41	Obsolete, Needs Repairs		2697	CS
8	2011-049	Dell Optiplex Computer GX270	IT	4JLG641	Poor condition	3678	2867	CS
9	2011-050	Poweredge 1600 SC	IT	G2CFY21	Needs Repairs, Parts Missing	5374	2261	CS
10	2011-051	Dell Computer GX260	IT	3GMCZ11	Poor condition	5296	2283	CS
11	2011-052	Laptop Computer D820	IT	1TGK1C1	Poor condition	6781	4360	CS
12	2011-053	Laptop Computer C840	IT	2PXHK21	Poor condition	5339	2345	CS
13	2011-055	Cisco Router 2600	IT	FTX0933A399	Good (IT Memo)	6257	4202	CS
14	2011-056	3 Com Switch	IT	7B2V3F7B258	Good (IT Memo)	5022	1308	CS
15	2011-057	Cisco Router 2600	IT	JMX0745L4NK	Good (IT Memo)	3661	2881	CS

## Flagler County Board of County Commissioners

### Fixed Asset Disposal List

Item #	Item Transf. Log#	Description / Detail	Dept. From	S/N or Additional Information	Reason for Disposal	FCID #	Clerk#	Surplus Stored Location
16	2011-058	Cisco Router 2600	IT	JMX0745L4DN	Good (See Justification)	3658	2882	CS
17	2011-062	Superstack Networking Switch 3300	IT	7ZLV3B1CBD8	Good (See Justification)	4774	1307	CS
18	2011-063	Superstack Networking Switch 3300	IT	KMMS4EC0B18	Good (See Justification)	5075	982	CS
19	2011-064	Superstack II Networking Switch 0100	IT	KMMS5B5C1F8	Poor Condition	5145	832	CS
20	2011-065	Gateway Computer, E-4200	IT	17089259	Obsolete		972	CS
21	2011-066	Gateway Pentium II E-4200	EOC	13989498	Poor Condition	810	4545	CS
22	2011-067	Winchester Pentium 4 Server	Elections	ECHK2453568	Obsolete		707	CS
23	2011-074	Spectracom Time Clock, Netclock 2	EOC	21187	Obsolete, Equipment Replaced	4510	849	CS
24	2011-075	Dell Power Edge 2600 Imaging Server	IT	B3ZN721	Poor condition, Needs Repair	5322	2242	CS
25	2011-076	Dell Power Edge Xeon 4600	IT	38F0Q51	Parts Missing	3882	2808	CS
26	2011-077	Bell & Howell Scanner, 20000D	IT	P13209000030	Good (See Justification)	6098	4516	CS
27	2011-078	Bell & Howell Scanner, 20000D	IT	P1310300068	Good (See Justification)	5220	337	CS
28	2011-079	Bell & Howell Scanner, 20000D	IT	P1301100056	Good (See Justification)	5216	338	CS
29	2011-080	Gestetner Copier, 3255	Gen.Svcs	3B89060025	Obsolete, Parts Discontinued	4633	39	CS
30	2011-082	Spectracom Master Network Clock, 8176	EOC	8176-1118	Obsolete	4512	850	CS

## Flagler County Board of County Commissioners

### Fixed Asset Disposal List

Item #	Item Transf. Log#	Description / Detail	Dept. From	S/N or Additional Information	Reason for Disposal	FCID #	Clerk#	Surplus Stored Location
31	2011-083	Spectracom Master Network Clock, 8176	EOC	8176-1119	Obsolete	4513	851	CS
32	2011-084	Dell Latitude C840	IT	F6Q2L21	Poor Condition	6061	2175	CS
33	2011-085	Dell Latitude C840	IT	BNXHK21	Poor Condition	5341	2347	CS
34	2011-086	Pan Toughbook, 18C9, CF18	IT	4KKS78593	Needs Repair	6149	3096	CS
35	2011-087	Dell Optiplex, GX280	Gen.Svcs	BH5G361	Poor Condition	6040	3118	CS
36	2011-088	Dell Optiplex, GX280	Gen.Svcs	CJM6Z51	Poor Condition	6030	3116	CS
37	2011-089	Millcreek Turf Equipment, Top Dresser	Parks	TD4800, 1008	Damaged, Non-Repairable	730	677	DOT
38	2011-090	Polaris 4X4 ATV	Parks	4XARD50A14D435164	Excessive Hours, Blown Transmission	375	831	DOT
39	2011-091	Curtis Air Compressor	Facilities	7043421	Obsolete, Needs Repairs	2048	596	DOT

# Information Technology

1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)

Phone: (386)313-4280

Fax: (386)313-4108

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## MEMORANDUM

TO: Kristen Collora, Purchasing Specialist

FROM: Donald H. Wines, IT Manager

DATE: August 2, 2011

SUBJECT: Equipment Disposal Justification.

Per your request, below is the justification for disposing of the following items indicated as good on the disposal paperwork.

**Log #'s 2011-055, 2011-057, 2011-058** – These are network routers designed to route network traffic between networks. The first 2 of these devices (3658 & 3661) were purchased to connect the old Administration Complex with the now Historic Courthouse primarily to improve access to the HTE system (Purchasing was dialing into the system before then). This was later eliminated by the installation of fiber optic cabling between the 2 facilities.

These devices were later employed during the construction of the new Government Complex when the EOC was relocated, and another point to point circuit was established. Also during the construction a second circuit had to be established to maintain the connection, and the third router was purchased.

Since the build out and occupation of the new complex, and the primary reason for these routers has been superseded by much faster fiber optic connections, these devices are no longer necessary for the Board's network. They were kept in inventory for a few years unused. Now they have been transferred to Inventory for disposal.

If another agency or constitutional officer has a need for them, the last time they were powered up they worked for us. They are configured to work with point to point T-1 circuits. I am not aware of a County agency that utilizes such a circuit any more.

**Log # 2011-056** – This is a fiber optic network switch. This was utilized to connect the various buildings in the old Administration complex to the network. This device uses a slower network protocol (10 mbps / 100 mbps) which has been superseded with newer equipment (1000 mbps). It was kept for a couple years in inventory and has been transferred for disposal.

If another agency or constitutional officer has need for it, the last time it was powered up, it was functional. But it is a slower protocol than what is currently commercially available.

**Log #'s 2011-062, 2011-063** – These are network switches which again utilizes a slower network protocol (10 mbps / 100 mbps) which has been superseded with newer equipment (1000 mbps). They have been replaced with faster switches, and are no longer necessary.

If another agency or constitutional officer has need for it, the last time it was powered up, it was functional. But it is a slower protocol than what is currently commercially available.

**Log #'s 2011-077, 2011-078, & 2011-079** – These are large flatbed scanners that were originally purchased by the Clerk's Office. They were replaced with much smaller and faster desktop scanners. These devices utilize an interface card to communicate with the host computer. I believe we only have 1 of the interface cards. These were kept in inventory in the event a department was interested in utilizing them. However since the County has deployed multi-function network copiers, which have the same functionality. We do not believe there will be a need for these devices.

If another agency or constitutional officer has a need for them, with the right configuration settings, and interface cards, they should be functional. However they take up a lot of desk space to operate.



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

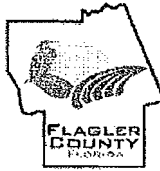
*Instructions for completion of Transfer Form:*

- This form must be used for all property with an Clerk Asset Number and/or FCID Number (Metal or Sticker tag)
- A separate form must be completed for each individual item
- Receiving department must sign form, retain a copy and forward original to Fixed Asset Custodian
- Property that does not have a form will not be picked up
- Incomplete forms will be returned to the Releasing Department
- This form must be signed by Fixed Asset Custodian when they take possession of the items

RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 10/22/2010 <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal			
Department Name: <b>County Attorney</b>		Department Name:	
Account Number: <b>001-0700-514</b>		Account Number:	
Equipment Location/Building: <b>Andy's old office</b>		Equipment Location/Building:	
Contact Person/Location: <b>Lana Raymond</b>		Contact Person/Location:	
Phone#: <b>313-4005</b>		Phone#:	
Signature: Department Releasing Equipment: 		Signature: Department Receiving Equipment:	
Equipment Description: <b>Omni-Fax Machine</b>		Flagler County ID Number (FCID): <b>005347</b>	
		Clerk Asset Number: <b>2250</b>	
Manufacturer: <b>Xerox</b>	Model: <b>Work Centre 765</b>	Serial Number/Vehicle Identification Number: <b>P18-529210</b>	
Acquisition Date: <b>2002 (?)</b>	County Tag# (License Plate):	Mileage/Hours:	
Purchase Cost:		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN 	Purchasing Log#: <b>2011-034</b>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	





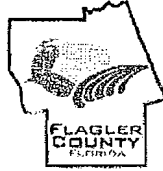
# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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- IT must review equipment, sign form, retain a copy and release equipment to the Fixed Asset Custodian
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Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW/Disposal Items Only</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: Clerk	Date Reviewed/Signed Off:	Department Name: Sur Plus - Purchasing
Account Number: 0900-513	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number:
Equipment Location/Building:	Recommend Disposal or Retain:	Equipment Location/Building:
Contact Person/Location:	Contact Person:	Contact Person/Location: R Wetherington
Phone#:	Phone#:	Phone#: 313-4061
Signature: Department Releasing Equipment:	IT Signature:	Signature: Department Receiving Equipment: R Wetherington
Reason for Disposal:	Equipment Description: copier	Clerk Asset Number: 0010
Manufacturer:	Model:	Flagler County ID Number (FCID): 1478
Acquisition Date:	County Tag# (License Plate):	Serial Number/VIN: 310703831
Purchase Cost:	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input checked="" type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>		
Signature: FIXED ASSET CUSTODIAN	Purchasing Log#: 2011-035	
BOCC Staff Report Submitted:	BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 02/2011	



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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- This form must be signed by Fixed Asset Custodian when they take possession of the items

Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW(Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: <i>Utilities</i>	Date Reviewed/Signed Off:	Department Name: <i>Surplus-Purchasing</i>
Account Number: <i>3101-533</i>	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number:
Equipment Location/Building:	Recommend Disposal or Retain:	Equipment Location/Building:
Contact Person/Location:	Contact Person:	Contact Person/Location: <i>R Wetherington</i>
Phone#:	Phone#:	Phone#: <i>3134061</i>
Signature: Department Releasing Equipment:	IT Signature:	Signature: Department Receiving Equipment: <i>R Wetherington</i>
Reason for Disposal: <i>OID</i>	Equipment Description: <i>MONITOR</i>	Clerk Asset Number: <i>4909</i>
		Flagler County ID Number (FCID): <i>4367</i>
Manufacturer:	Model:	Serial Number/VIN: <i>4DB17881404622</i>
Acquisition Date:	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost:	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN:	Purchasing Log#: <i>2011-036</i>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised 02/2011



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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- IT must review equipment, sign form, retain a copy and release equipment to the Fixed Asset Custodian
- Receiving department must sign form, retain a copy and forward original to Fixed Asset Custodian
- Property that does not have a form will not be picked up
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- This form must be signed by Fixed Asset Custodian when they take possession of the items

<b>Date:</b>			<input checked="" type="checkbox"/> Transfer		<input type="checkbox"/> Disposal	
<b>RELEASING DEPARTMENT</b>		<b>IT REVIEW(Disposal Items Only) (Computer &amp; Printer Items)</b>		<b>RECEIVING DEPARTMENT</b>		
Department Name: <b>Elections Office</b>		Date Reviewed/Signed Off:		Department Name: <b>Purchasing</b>		
Account Number:		Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree		Account Number:		
Equipment Location/Building:		Recommend Disposal or Retain:		Equipment Location/Building:		
Contact Person/Location: <b>Chris Vickers</b>		Contact Person:		Contact Person/Location: <b>Russ Wetherington</b>		
Phone#: <b>313-4170</b>		Phone#:		Phone#: <b>313-4010</b>		
Signature: Department Releasing Equipment: <i>Chris Vickers</i>		IT Signature:		Signature: Department Receiving Equipment:		
Equipment Description: <b>Computer SOE #536</b>		Clerk Asset Number: <b>791</b>		Flagler County ID Number (FCID): <i>N/A</i>		
Manufacturer: <b>Creative 52x</b>		Model: <b>52x</b>		Serial Number/VIN: <b>15617</b>		
Acquisition Date: <b>4/19/2001</b>		County Tag# (License Plate):		Mileage/Hours:		
Purchase Cost: <b>\$1,929.00</b>		Estimated Current Value:				
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage						
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>						
Signature: FIXED ASSET CUSTODIAN <i>Russ Wetherington</i>				Purchasing Log#: <b>2011-037</b>		
BOCC Staff Report Submitted				BOCC Approval Date:		
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction				Date of Disposition:		
CC: BOCC    Risk Manager    Clerk    Revised: 12/2010						



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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<b>Date:</b> FEB 23 2011 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: Library Services	Date Reviewed/Signed Off:	Department Name: Purchasing/Inventory
Account Number: 001-3400-	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number: 001-0202
Equipment Location/Building: 2500 Palm Coast Parkway, NW	Recommend Disposal or Retain:	Equipment Location/Building: 1769 E. Moody Blvd., Bldg. #5
Contact Person/Location: Holly Albanese/K. Burnett	Contact Person:	Contact Person/Location: Russ Wetherington/T. Capua
Phone#: 386-446-6764, #3	Phone#:	Phone#: 386-313-4178
Signature: Department Releasing Equipment: <i>Holly Albanese</i>	IT Signature:	Signature: Department Receiving Equipment:
Reason for Disposal: No longer needed in library inventory.	Equipment Description: Atlas Stand (Adult Height)	Clerk Asset Number: 00000961
		Flagler County ID Number (FCID): not assigned
Manufacturer: R. George & Assoc./Brodart	Model:	Serial Number/VIN: n/a
Acquisition Date: 01/12/2000	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$927.41	Estimated Current Value: TBD	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN <i>Russ Wetherington</i>	Purchasing Log# 2011-0444
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised 02/2011



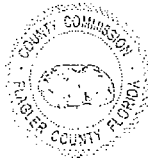
# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT
Date: 8/31/2010 <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
Department Name: <b>Financial Services/I.T.</b>		Department Name: <b>Inventory/Purchasing</b>
Account Number: <b>001-0203-519</b>		Account Number: <b>001-0202</b>
Equipment Location/Building: <b>1769 E. Moody Blvd, Bldg 3</b>		Equipment Location/Building: <b>Bldg 11</b>
Contact Person/Location: <b>Donnie Wines/I.T.</b>		Contact Person/Location: <b>Martin Fanning</b>
Phone#: <b>313-4280</b>		Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment: <i>[Signature]</i>		Signature: Department Receiving Equipment: <i>[Signature]</i> 3/4/11
Equipment Description: <b>Dell Optiplex GX280</b>		Flagler County ID Number (FCID): <b>N/A</b>
		Clerk Asset Number: <b>3086</b>
Manufacturer: <b>Dell</b>	Model: <b>Optiplex GX280</b>	Serial Number: <b>CHM6Z51</b>
Acquisition Date: <b>12/02/2004</b>	County Tag# (License Plate):	Vehicle Identification Number:
Purchase Cost: <b>\$1,409.38</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>		
Signature: FIXED ASSET CUSTODIAN <i>[Signature]</i>		Purchasing Log#: <b>2009-2011-047</b>
BOCC Staff Report Submitted:		BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:
BOCC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk		



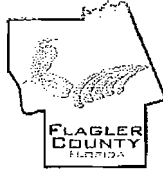
# Flagler County Board of County Commissioners

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 12/7/2010		<input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal	
Department Name: <b>Fleet Management</b>		Department Name: <b>Inventory/Purchasing</b>	
Account Number: <b>001-1410</b>		Account Number: <b>001-0202</b>	
Equipment Location/Building: <b>BLDG 11</b>		Equipment Location/Building: <b>Bldg 11</b>	
Contact Person/Location: <b>Heidi Petito</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>386-313-4185</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: <i>[Handwritten Signature]</i>		Signature: Department Receiving Equipment: <i>[Handwritten Signature]</i>	
Equipment Description: <b>Dell Optiplex GX270 Compu</b>		Flagler County ID Number (FCID): <b>N/A</b>	
		Clerk Asset Number: <b>2697</b>	
Manufacturer: <b>Dell</b>	Model: <b>Optiplex GX270</b>	Serial Number: <b>3SZVG41</b>	
Acquisition Date: <b>05/19/2004</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>1,310.60</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input checked="" type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN <i>[Handwritten Signature]</i>		Purchasing Log#: <del>2000</del> <b>2011-048</b>	
BOCC Staff Report Submitted:		BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk			



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: <input checked="" type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: Emergency Services-Fire/Rescue	Date Reviewed/Signed Off: 2/15/2011	Department Name: Purchasing/Inventory
Account Number: 001-3815	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number: 001-0202
Equipment Location/Building: EOC - Data room	Recommend Disposal or Retain: DISPOSE	Equipment Location/Building: Bldg #5
Contact Person/Location: Don Petito	Contact Person: KEVIN C. Archaubault	Contact Person/Location: Tony Capua
Phone#: 313-4255	Phone#: 313-4280	Phone#: 313-4178
Signature: Department Releasing Equipment: <i>Don Petito</i>	IT Signature: <i>Kevin C. Archaubault</i>	Signature: Department Receiving Equipment: Tony 3/4/11
Equipment Description: Dell Optiplex GX270		Clerk Asset Number: 2867
		Flagler County ID Number (FCID): 3678
Manufacturer: Dell	Model: Optiplex GX270	Serial Number/VIN: 4JLG641
Acquisition Date: 2/23/0204	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$1,086.64	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>		
Signature: FIXED ASSET CUSTODIAN <i>[Signature]</i>		Purchasing Log#: 20 11-049
BOCC Staff Report Submitted:		BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk		Revised: 12/2010



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

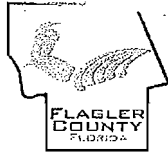
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Date: <b>FEB 14 2011</b> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> <b>(Computer &amp; Printer Items)</b>	<b>RECEIVING DEPARTMENT</b>
Department Name: Flagler County Public Library	Date Reviewed/Signed Off: 3/2/2011	Department Name: Purchasing/Inventory
Account Number: 001-3400	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number: 001-0202
Equipment Location/Building: Supply Room	Recommend Disposal or Retain: DISPOSAL	Equipment Location/Building: 1769 E. Moody Blvd., Bldg 11
Contact Person/Location: Holly Albanese	Contact Person: Kevin Archambault	Contact Person/Location: Tony Capua
Phone#: 446-6763	Phone#: 313-4283	Phone#: 313-4178
Signature: Department Releasing Equipment: <i>Holly Albanese</i>	IT Signature: <i>Kevin Archambault</i>	Signature: Department Receiving Equipment: <i>TONY 3/4/11</i>
Equipment Description: Dell PowerEdge 1600SC		Clerk Asset Number: 2261
		Flagler County ID Number (FCID): 5374
Manufacturer: Dell	Model: PowerEdge 1600 SC	Serial Number/VIN: G2CFY21
Acquisition Date: 8/5/2003	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$ 4,701.00	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input checked="" type="checkbox"/> Needs Repair <input checked="" type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN <i>[Signature]</i>	Purchasing Log# 2011-050
BCCC Staff Report Submitted: <i>[Signature]</i>	BCCC Approval Date:
Method of Disposition: <input checked="" type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC    BCC    Risk Manager    Clerk	Revised: 12/2010





# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: _____		<input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: Emergency Services-Fire/Rescue	Date Reviewed/Signed Off: 2/15/2011	Department Name: Purchasing/Inventory
Account Number: 001-3815	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number: 001-0202
Equipment Location/Building: EOC - Data room	Recommend Disposal or Retain: DISPOSE	Equipment Location/Building: Bldg #5
Contact Person/Location: Don Petito	Contact Person: Kevin C. Archambault	Contact Person/Location: Tony Capua
Phone#: 313-4255	Phone#: 313-4280	Phone#: 313-4178
Signature: Department Releasing Equipment: <i>Don Petito</i>	IT Signature: <i>Kevin C. Archambault</i>	Signature: Department Receiving Equipment: Tony 3/4/11
Equipment Description: Dell Optiplex GX260		Clerk Asset Number: 2283
		Flagler County ID Number (FCID): 5296
Manufacturer: Dell	Model: Optiplex GX260	Serial Number/VIN: 3GMCZ11
Acquisition Date: 11/6/2002	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$1,057.00	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN <i>Richard [unclear]</i>	Purchasing Log#: 2011-051
BOCC Staff Report Submitted: <i>[unclear]</i>	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 12/2010



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

*Instructions for completion of Transfer Form:*

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- Receiving department must sign form, retain a copy and forward original to Fixed Asset Custodian
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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 8/27/2010 <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal			
Department Name: <b>Social Services/Senior Services</b>		Department Name: <b>Inventory/Purchasing</b>	
Account Number: <b>001-2701-569</b>		Account Number: <b>001-0202</b>	
Equipment Location/Building: <b>1000 Belle Terre Blvd, Bldg B</b>		Equipment Location/Building: <b>Bldg 11</b>	
Contact Person/Location: <b>Maryann Silbert/ 1000 Belle Terre</b>		Contact Person/Location: <b>Martin Fanning</b>	
Phone#: <b>386-586-2324 X 301</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: <i>Lynda Linke 8/30/10</i>		Signature: Department Receiving Equipment: <i>TONY 3/4/11</i>	
Equipment Description: <b>Dell D820 latitude laptop</b>		Flagler County ID Number (FCID): <b>6718</b>	
		Clerk Asset Number: <b>4360</b>	
Manufacturer: <b>Dell</b>	Model: <b>D820</b>	Serial Number: <b>1TGK1C1</b>	
Acquisition Date: <b>4/03/2007</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>1,865.20</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage			
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN <i>[Signature]</i>		Purchasing Log#: <del>2009</del> <b>2011-052</b>	
BOCC Staff Report Submitted:		BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:	
<input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk			



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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- Releasing department must sign form, retain a copy and release equipment to IT with the equipment if required.
- IT must review equipment, sign form, retain a copy and release equipment to the Fixed Asset Custodian
- Receiving department must sign form, retain a copy and forward original to Fixed Asset Custodian
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Date: <u>2/21/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	IT REVIEW (Disposal Items Only) (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: <del>Flagler County BOCC Admin</del>	Date Reviewed/Signed Off: <u>2/21/2011</u>	Department Name: <del>Administration</del> <u>Purchasing</u>
Account Number: <u>001-0200 - 512</u>	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree: <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree	Account Number: <del>001-0200</del> <u>001-0202</u>
Equipment Location/Building: <u>EOC - Data room</u>	Recommend Disposal or Retain: <u>DISPOSAL</u>	Equipment Location/Building: <u>Building # 11</u>
Contact Person/Location: <u>Sally Sherman</u>	Contact Person: <u>Kevin Archambault</u>	Contact Person/Location: <u>Tony Capua</u>
Phone#: <u>313-4093</u>	Phone#: <u>313-4260</u>	Phone#: <u>313-4178</u>
Signature: Department Releasing Equipment: 	IT Signature: 	Signature: Department Receiving Equipment: <u>Tony 3/4/11</u>
Equipment Description: <u>Dell latitude C840 laptop</u>		Clerk Asset Number: <u>2345</u>
		Flagler County ID Number (FCID): <u>5339</u>
Manufacturer: <u>Dell</u>	Model: <u>Latitude C840</u>	Serial Number/VIN: <u>2PXHK21</u>
Acquisition Date: <u>4/1/2003</u>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <u>\$ 2,405.00</u>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN: 	Purchasing Log# <u>2011 053</u>
BOCC Staff Report Submitted: <input checked="" type="checkbox"/>	BOCC Approval Date:
Method of Disposition: <input checked="" type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: BOCC    Risk Manager    Clerk	Revised: 1/2/2010

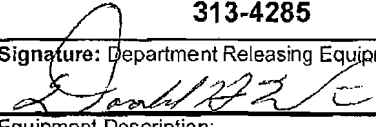
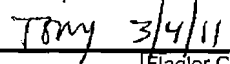



# Flagler County Board of County Commissioners

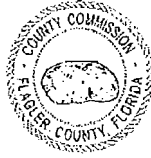
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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 10/1/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Information Technology</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-0203-519</b>		Account Number:	
Equipment Location/Building: <b>IT Data room</b>		Equipment Location/Building: <b>Building 5 Inventory area</b>	
Contact Person/Location: <b>George Holloway Jr.</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>313-4285</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: 		Signature: Department Receiving Equipment: 	
Equipment Description: <b>Networking router</b>		Flagler County ID Number (FCID): <b>6257</b>	
		Clerk Asset Number: <b>4202</b>	
Manufacturer: <b>Cisco</b>	Model: <b>2600 Router</b>	Serial Number: <b>FTX0933A399</b>	
Acquisition Date: <b>11/30/2005</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>3,656.60</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN 	Purchasing Log#: <b>2005-2011-055</b>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	

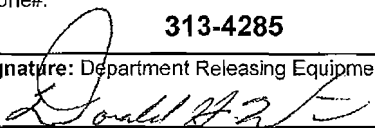
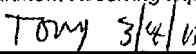
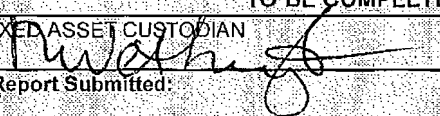


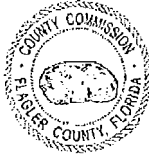
# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 10/1/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Information Technology</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-0203-519</b>		Account Number:	
Equipment Location/Building: <b>IT Data room</b>		Equipment Location/Building: <b>Building 5 Inventory area</b>	
Contact Person/Location: <b>George Holloway Jr.</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>313-4285</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: 		Signature: Department Receiving Equipment: 	
Equipment Description: <b>Networking switch. FYI Naviline has the serial number incorrect.</b>		Flagler County ID Number (FCID): <b>5022</b>	
		Clerk Asset Number: <b>1308</b>	
Manufacturer: <b>3Com</b>	Model: <b>SuperStack 3300 fiber</b>	Serial Number: <b>7B2V3F7B258</b>	
Acquisition Date: <b>08/08/2000</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>5,135</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN 		Purchasing Log#: <b>2011-2011-056</b>	
BOCC Staff Report Submitted:		BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk			

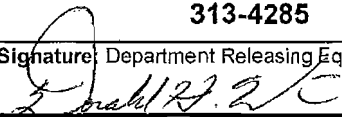
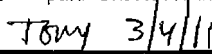
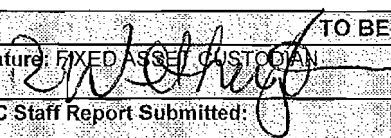


# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 10/1/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Information Technology</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-0203-519</b>		Account Number:	
Equipment Location/Building: <b>IT Data room</b>		Equipment Location/Building: <b>Building 5 Inventory area</b>	
Contact Person/Location: <b>George Holloway Jr.</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>313-4285</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: 		Signature: Department Receiving Equipment: 	
Equipment Description: <b>Networking router.</b>		Flagler County ID Number (FCID): <b>3661</b>	
		Clerk Asset Number: <b>2881</b>	
Manufacturer: <b>Cisco</b>	Model: <b>2600 router</b>	Serial Number: <b>JMX0745L4NK</b>	
Acquisition Date: <b>3/16/2004</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>2,402.30</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN: 		Purchasing Log#: <b>2009-2011-057</b>	
BOCC Staff Report Submitted:		BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk			



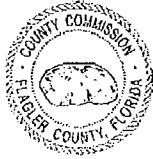
# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 10/1/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Information Technology</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-0203-519</b>		Account Number:	
Equipment Location/Building: <b>IT Data room</b>		Equipment Location/Building: <b>Building 5 Inventory area</b>	
Contact Person/Location: <b>George Holloway Jr.</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>313-4285</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: <i>Donald R. ...</i>		Signature: Department Receiving Equipment: <i>Tony 3/4/11</i>	
Equipment Description: <b>Networking router</b>		Flagler County ID Number (FCID): <b>3658</b>	
		Clerk Asset Number: <b>2882</b>	
Manufacturer: <b>Cisco</b>	Model: <b>2600 Router</b>	Serial Number: <b>JMX0745L4DN</b>	
Acquisition Date: <b>3/16/2004</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>2,369.27</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN <i>Donald R. ...</i>		Purchasing Log#: <del>2009</del> - 2011-058	
BOCC Staff Report Submitted:		BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk			



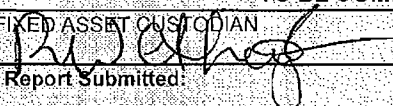
# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

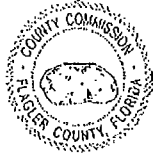
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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 10/1/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Information Technology</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-0203-519</b>		Account Number:	
Equipment Location/Building: <b>IT Data room</b>		Equipment Location/Building: <b>Building 5 Inventory area</b>	
Contact Person/Location: <b>George Holloway Jr.</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>313-4285</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: 		Signature: Department Receiving Equipment: 	
Equipment Description: <b>Networking switch</b>		Flagler County ID Number (FCID): <b>4774</b>	
		Clerk Asset Number: <b>1307</b>	
Manufacturer: <b>3Com</b>	Model: <b>SuperStack 3300 24 pt</b>	Serial Number: <b>7ZLV3B1CBD8</b>	
Acquisition Date: <b>8/8/2000</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>1,197</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN 	Purchasing Log#: <del>2000</del> <b>2011-062</b>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	





# Flagler County Board of County Commissioners

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 10/1/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Information Technology</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-0203-519</b>		Account Number:	
Equipment Location/Building: <b>IT Data room</b>		Equipment Location/Building: <b>Building 5 Inventory area</b>	
Contact Person/Location: <b>George Holloway Jr.</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>313-4285</b>		Phone#: <b>313-4178</b>	
Signature: Department Releasing Equipment: <i>[Signature]</i>		Signature: Department Receiving Equipment: <i>Tony 3/4/11</i>	
Equipment Description: <b>Networking switch.</b>		Flagler County ID Number (FCID): <b>5075</b>	
		Clerk Asset Number: <b>0982</b>	
Manufacturer: <b>3Com</b>	Model: <b>SuperStack 3300 24 pt</b>	Serial Number: <b>KMMS4EC0B18</b>	
Acquisition Date: <b>4/3/2201</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>2270.00</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN		Purchasing Log#: <b>2009-2011-43</b>	
BOCC Staff Report Submitted:		BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk			



# Flagler County Board of County Commissioners

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 12/8/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Fire Rescue</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-3815-522</b>		Account Number: <b>001-0202</b>	
Equipment Location/Building: <b>EOC Data Room</b>		Equipment Location/Building: <b>Building #5</b>	
Contact Person/Location: <b>Don Petito</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#: <b>313-4255</b>		Phone#: <b>313-4061</b>	
Signature: Department Releasing Equipment: <i>Don Petito</i>		Signature: Department Receiving Equipment: <i>Tommy 3/4/11</i>	
Equipment Description: <b>Network switch</b>		Flagler County ID Number (FCID): <b>5145</b>	
		Clerk Asset Number: <b>832</b>	
Manufacturer: <b>3Com</b>	Model: <b>SuperStack II 24 port</b>	Serial Number: <b>0100/KMMS5B5C1F8</b>	
Acquisition Date: <b>7/17/2001</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost:		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage			
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN <i>[Signature]</i>		Purchasing Log#: <b>2009-2011-064</b>	
BOCC Staff Report Submitted:		BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk			



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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- IT must review equipment, sign form, retain a copy and release equipment to the Fixed Asset Custodian
- Receiving department must sign form, retain a copy and forward original to Fixed Asset Custodian
- Property that does not have a form will not be picked up
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Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
RELEASING DEPARTMENT	IT REVIEW(Disposal Items Only) (Computer & Printer Items)	RECEIVING DEPARTMENT
Department Name: <b>Library Services</b>	Date Reviewed/Signed Off: <b>2/4/2011</b>	Department Name: <b>Purchasing/Inventory</b>
Account Number: <b>001-3400-</b>	Is Condition Block Marked Below (If Not IT must mark Agree or Disagree): <b>Disagree</b>	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>2500 Palm Coast Pkwy. NW</b>	Recommend Disposal or Retain: <b>DISPOSE</b>	Equipment Location/Building: <b>1769 E. Moody Blvd., Bldg. 5</b>
Contact Person/Location: <b>H. Albanese/K. Burnett</b>	Contact Person: <b>Kevin Archambault</b>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>(386) 446-6764</b>	Phone#: <b>313-4280</b>	Phone#: <b>(386) 313-4178</b>
Signature: Department Releasing Equipment: <i>[Signature]</i>	IT Signature: <i>[Signature]</i>	Signature: Department Receiving Equipment: <b>Tony 3/4/11</b>
Equipment Description: <b>Gateway Model E-4200 Computer Tower w/power cord and keyboard.</b>		Clerk Asset Number: <b>00000972</b>
Manufacturer: <b>Gateway</b>		Flagler County ID Number (FCID): <b>not assigned</b>
Model: <b>E-4200</b>		Serial Number/VIN: <b>0017089259</b>
Acquisition Date: <b>12/29/1999</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>\$2,049.00</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN <i>[Signature]</i>	Purchasing Log# <b>2011-065</b>
BCC Staff Report Submitted: <i>[Signature]</i>	BCCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	
Revised 12/2010	




# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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RELEASING DEPARTMENT		RECEIVING DEPARTMENT	
Date: 12/8/2010 <input checked="" type="checkbox"/> Transfer <input type="checkbox"/> Disposal			
Department Name: <b>Flight Operations</b>		Department Name: <b>Purchasing/Inventory</b>	
Account Number: <b>001-3870-522</b>		Account Number: <b>001-0202</b>	
Equipment Location/Building: <b>EOC Data Room</b>		Equipment Location/Building: <b>Building # 11</b>	
Contact Person/Location: <b>Dana Morris</b>		Contact Person/Location: <b>Russ Wetherington</b>	
Phone#:		Phone#: <b>313-4061</b>	
Signature: Department Releasing Equipment: 		Signature: Department Receiving Equipment: 	
Equipment Description: <b>Gateway Pentium II E-4200</b>		Flagler County ID Number (FCID): <b>4545</b>	
		Clerk Asset Number: <b>0810</b>	
Manufacturer: <b>Gateway</b>	Model: <b>E-4200</b>	Serial Number: <b>13989498</b>	
Acquisition Date: <b>9/8/1999</b>	County Tag# (License Plate):	Vehicle Identification Number:	
Purchase Cost: <b>\$ 1,525.00</b>		Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage			

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN 	Purchasing Log#: <del>2009</del> <b>2011-086</b>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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<b>Date:</b> <input type="checkbox"/> Transfer <input type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW(Disposal Items Only) (Computer &amp; Printer Items)</b>	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>Elections Office</b>	Date Reviewed/Signed Off:	Department Name: <b>Purchasing</b>
Account Number:	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number:
Equipment Location/Building: <b>GSB 2, Suite 101/Warehouse</b>	Recommend Disposal or Retain:	Equipment Location/Building: <b>GSB</b>
Contact Person/Location: <b>Chris Vickers</b>	Contact Person:	Contact Person/Location: <b>Russ Wetherington</b>
Phone#: <b>313-4170</b>	Phone#:	Phone#: <b>313-4010</b>
Signature: Department Releasing Equipment: <i>Chris Vickers</i>	IT Signature:	Signature: Department Receiving Equipment: <i>Russ Wetherington</i>
Reason for Disposal: The equipment is very old, no longer in use and has been replaced	Equipment Description: <b>Pentium 4 Server</b>	Clerk Asset Number:
Manufacturer: <b>Winchester</b> <i>PC 4/14</i>	Model:	Flagler County ID Number (FCID): <b>24600 SOE ID #707</b>
Acquisition Date: <b>2003</b>	County Tag# (License Plate):	Serial Number/VIN: <b>ECHK2453568</b>
Purchase Cost: <b>Unknown</b>	Estimated Current Value: <b>Unknown</b>	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>	
Signature: FIXED ASSET CUSTODIAN: <i>Russ Wetherington</i>	Purchasing Log#: <b>2015-067</b>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input checked="" type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 02/20/11



# Flagler County Board of County Commissioners

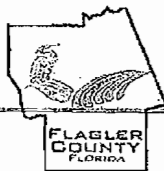
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Date: <u>4/18/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>Emergency Management - 911</b>	Date Reviewed/Signed Off:	Department Name: <b>Inventory Control</b>
Account Number: <b>001-3820-522</b>	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>EOC-VSB</b>	Recommend Disposal or Retain	Equipment Location/Building: <b>Inventory Control</b>
Contact Person/Location: <b>Troy Harper</b>	Contact Person:	Contact Person/Location: <b>Russ Whetterington</b>
Phone#: <b>386-313-4246</b>	Phone#:	Phone#: <b>386-313-4061</b>
Signature: Department Releasing Equipment: 	IT Signature:	Signature: Department Receiving Equipment: <b>TOM CAPRA, 5/12/11</b>
Reason for Disposal: <b>No longer needed due to equipment replacement</b>	Equipment Description: <b>Spetracom Time Clock Software</b>	Clerk Asset Number: <b>849</b>
Manufacturer: <b>Spetracom</b>	Model: <b>Netclock2</b>	Flagler County ID Number (FCID): <b>4510</b>
Acquisition Date:	County Tag# (License Plate): <b>na</b>	Serial Number/VIN: <b>Netclock/2-1137</b>
Purchase Cost:	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature - FIXED ASSET CUSTODIAN: 	Purchasing Log# <b>2011-074</b>
BOCC Staff Report Submitted: <input checked="" type="checkbox"/>	BOCC Approval Date:
Method of Disposition: <input checked="" type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BOCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 02/2011



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> <small>(Computer &amp; Printer Items)</small>	<b>RECEIVING DEPARTMENT</b>
Department Name: Financial Services/IT	Date Reviewed/Signed Off: 3/18/2011	Department Name: Purchasing/Inventory
Account Number: 001-0203-519	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree: <input checked="" type="radio"/> Agree <input type="radio"/> Disagree	Account Number: 001-0202
Equipment Location/Building: EOC - Data room	Recommend Disposal or Retain: DISPOSE	Equipment Location/Building: Bldg #11
Contact Person/Location: Donnie Wines/IT	Contact Person: Kevin Archambault/IT	Contact Person/Location: Tony Capua
Phone#: 313-4280	Phone#: 313-4280	Phone#: 313-4178
Signature: Department Releasing Equipment: <i>Donnie Wines</i>	IT Signature: <i>Kevin Archambault</i>	Signature: Department Receiving Equipment: <i>Tony Capua</i> 5/13/11
Equipment Description: Dell Power Edge 2600 (IMAGING SERVER-FIN SYST)		Clerk Asset Number: 2242
		Flagler County ID Number (FCID): 5322
Manufacturer: Dell	Model: Power Edge 2600	Serial Number/VIN: B3ZN721 ✓
Acquisition Date: 1/22/2003	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$4,279.00	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input checked="" type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>		
Signature: FIXED ASSET CUSTODIAN		Purchasing Log#: 2011-075
BOCC Staff Report Submitted:		BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk		Revised: 12/2010





# Flagler County Board of County Commissioners

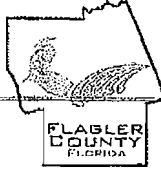
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Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	IT REVIEW (Disposal Items Only) (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>Emergency Services</b>	Date Reviewed/Signed Off: <b>4/8/2011</b>	Department Name: <b>Purchasing/Inventory</b>
Account Number: <b>001-8040-525</b>	Is Condition Block Marked Below (If Not IT must mark Agree or Disagree): <b>Agree</b>	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>EOC - Data room</b>	Recommend Disposal or Retain: <b>DISPOSE</b>	Equipment Location/Building: <b>Bldg #11</b>
Contact Person/Location: <b>Troy Harper/EMS</b>	Contact Person: <b>Kevin Archambault</b>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>313-4246</b>	Phone#: <b>313-4280</b>	Phone#: <b>313-4178</b>
Signature: Department/Releasing Equipment: <i>[Signature]</i>	IT Signature: <i>[Signature]</i>	Signature: Department Receiving Equipment: <b>Tony Capua 5/13/11</b>
Equipment Description: <b>4600 POWEREDGE XEON</b>		Clerk Asset Number: <b>2808</b>
		Flagler County ID Number (FCID): <b>3882</b>
Manufacturer: <b>Dell</b>	Model: <b>PowerEdge 4600</b>	Serial Number/VIN: <b>38F0Q51</b> ✓
Acquisition Date: <b>9/30/2004</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>\$3,712.50</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input checked="" type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>		
Signature: FIXED ASSET CUSTODIAN	Purchasing Log#: <b>2011-076</b>	
BOCC Staff Report Submitted:	BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk    Revised: 12/2010		





# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	IT REVIEW (Disposal Items Only) (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: Information Technology	Date Reviewed/Signed Off: 3/18/2011	Department Name: Purchasing/Inventory
Account Number: 001-0203-519	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree: <input checked="" type="checkbox"/> Agree	Account Number: 001-0202
Equipment Location/Building: EOC - Data room	Recommend Disposal or Retain: Dispose	Equipment Location/Building: Bldg #5
Contact Person/Location: Donnie Wines/ IT	Contact Person: Kevin Archambault	Contact Person/Location: Tony Capua
Phone#: 313-4280	Phone#: 313-4280	Phone#: 313-4178
Signature: Department Releasing Equipment: <i>[Signature]</i>	IT Signature: <i>[Signature]</i>	Signature: Department Receiving Equipment: TONY CAPUA 3/13/11
Equipment Description: Bell & Howell 2000D Scanner		Clerk Assgt Number: 4516
		Flagler County ID Number (FCID): 6098
Manufacturer: Bell & Howell	Model: 2000D	Serial Number/VIN: P1320900030 <input checked="" type="checkbox"/>
Acquisition Date: 2/24/2003	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$4,928.32	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>	
Signature: FIXED ASSET CUSTODIAN	Purchasing Log#: 2011-07
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
GC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 12/2010



# Flagler County Board of County Commissioners

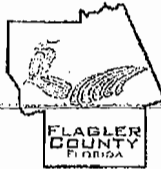
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Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	IT REVIEW (Disposal Items Only) (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: Information Technology	Date Reviewed/Signed Off: 3/18/2011	Department Name: Purchasing/Inventory
Account Number: 001-0203-519	Is Condition Block Marked Below (If Not IT must mark Agree or Disagree): <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree	Account Number: 001-0202
Equipment Location/Building: EOC - Data room	Recommend Disposal or Retain: DISPOSE	Equipment Location/Building: Bldg #5
Contact Person/Location: Donnie Wines/ IT	Contact Person: Kevin Archambault/IT	Contact Person/Location: Tony Capua
Phone#: 313-4280	Phone#: 313-4280	Phone#: 313-4178
Signature: Department Releasing Equipment: <i>Donnie Wines</i>	IT Signature: <i>Kevin Archambault</i>	Signature: Department Receiving Equipment: TONY CAPUA 3/18/11
Equipment Description: Bell & Howell 2000D Scanner		Clerk Asset Number: 337
		Flagler County ID Number (FCID): 5220
Manufacturer: Bell & Howell	Model: 2000D	Serial Number/VIN: P13103D0068    ✓
Acquisition Date: 9/9/2001	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$4,851.76	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN	Purchasing Log#: 2011 - 018
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 12/2010



# Flagler County Board of County Commissioners

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Date: <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW(Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: Information Technology	Date Reviewed/Signed Off: 3/18/2011	Department Name: Purchasing/Inventory
Account Number: 001-0203-519	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree: <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree	Account Number: 001-0202
Equipment Location/Building: EOC - Data room	Recommend Disposal or Retain: DISPOSE	Equipment Location/Building: Bldg #5
Contact Person/Location: Donnie Wines/ IT	Contact Person: Kevin Archambault/IT	Contact Person/Location: Tony Capua
Phone#: 313-4280	Phone#: 313-4280	Phone#: 313-4178
Signature: Department Releasing Equipment: <i>[Signature]</i>	IT Signature: <i>[Signature]</i>	Signature: Department Receiving Equipment: TONY CAPUA 3/13/11
Equipment Description: Bell & Howell 2000D Scanner		Clerk Asset Number: 338
		Flagler County ID Number (FCID): 5216
Manufacturer: Bell & Howell	Model: 2000D	Serial Number/VIN: P1301100056    ✓
Acquisition Date: 6/15/2001	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: \$4,813.25	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>	
Signature: FIXED ASSET CUSTODIAN	Purchasing Log#: 2011 - 079
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 12/2010



# Flagler County Board of County Commissioners

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Date: <u>5-16-11</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> <small>(Computer &amp; Printer Items)</small>	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>General Services</b>	Date Reviewed/Signed Off: <u>5-16-11</u>	Department Name: <b>Purchasing / Surplus</b>
Account Number: <b>0230519</b>	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree: <u>COPIER IS WORKING - OKEST IN</u>	Account Number:
Equipment Location/Building: <b>Energy Plant</b>	Recommend Disposal or Retain: <u>FCCT</u> <b>IT Recommends Disposal</b>	Equipment Location/Building:
Contact Person/Location: <b>Heidi Petito</b>	Contact Person: <b>Donnie Wines</b>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>313-4185</b>	Phone#: <b>313-4031</b>	Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment:	IT Signature: 	Signature: Department Receiving Equipment: 
Reason for Disposal: <b>Device being replace with a newer model with more features.</b>	Equipment Description: <b>Gestetner 3255 copier.</b>	Clerk Asset Number: <b>39</b>
		Flagler County ID Number (FCID): <b>4633</b> ✓
Manufacturer: <b>Gestetner</b>	Model: <b>3255</b>	Serial Number/VIN: <b>3B89060025</b>
Acquisition Date: <b>9/30/1999</b>	County Tag# (License Plate):	Mileage/Hours: <b>Meter: 454655 (5-16-11)</b>
Purchase Cost: <b>\$12,883.00</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input checked="" type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>	
Signature: FIXED ASSET CUSTODIAN 	Purchasing Log# <u>22011</u> - <u>080</u>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input checked="" type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 02/2011



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

**Instructions for completion of Transfer Form:**

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<b>Date:</b> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> <small>(Computer &amp; Printer Items)</small>	<b>RECEIVING DEPARTMENT</b>
Department Name: Emergency Management - E911	Date Reviewed/Signed Off:	Department Name: Inventory Control
Account Number: 001-3820-522	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number: 001-0202
Equipment Location/Building: EOC	Recommend Disposal or Retain:	Equipment Location/Building: Inventory Surplus
Contact Person/Location: Troy Harper	Contact Person:	Contact Person/Location: Tony Capua
Phone#: 386-313-4246	Phone#:	Phone#: 386-313-4178
<b>Signature:</b> Department Releasing Equipment: 	<b>IT Signature:</b>	<b>Signature:</b> Department Receiving Equipment: 6/22/11
Reason for Disposal: Equipment is obsolete	Equipment Description: <i>NETWORK MASTER Clock</i>	Clerk Asset Number: 850
		Flagler County ID Number (FCID): 4512
Manufacturer: Spectracom	Model: 8176	Serial Number/VIN: 8176-1118
Acquisition Date:	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost:		Estimated Current Value:
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature of FIXED ASSET CUSTODIAN: 	Purchasing Log# 2011-82
EOCC Staff Report Submitted:	EOCC Approval Date:
Method of Disposal: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC: <input type="checkbox"/> Risk Manager: <input type="checkbox"/> Clerk:	Revised: 02/2011



# Flagler County Board of County Commissioners

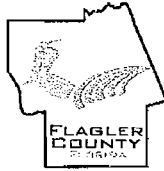
## FIXED ASSETS TRANSFER/DISPOSAL FORM

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<b>Date:</b>			<input type="checkbox"/> Transfer			<input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>			<b>IT REVIEW (Disposal Items Only) (Computer &amp; Printer Items)</b>			<b>RECEIVING DEPARTMENT</b>		
Department Name: Emergency Management - E911			Date Reviewed/Signed Off:			Department Name: Inventory Control		
Account Number: 001-3820-522			Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:			Account Number: 001-0202		
Equipment Location/Building: EOC			Recommend Disposal or Retain:			Equipment Location/Building: Inventory Surplus		
Contact Person/Location: Troy Harper			Contact Person:			Contact Person/Location: Tony Capua		
Phone#: 386-313-4246			Phone#:			Phone#: 386-313-4178		
Signature: Department Releasing Equipment: 			IT Signature:			Signature: Department Receiving Equipment: 		
Reason for Disposal: Equipment is obsolete			Equipment Description: <i>Network Master Clock</i>			Clerk Asset Number: <i>851</i>		
Manufacturer: Spectracom			Model: 8176			Flagler County ID Number (FCID): 4513		
Acquisition Date:			County Tag# (License Plate):			Serial Number/VIN: 8176-1119		
Purchase Cost:			Estimated Current Value:					
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input type="checkbox"/> Salvage								

<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>			
Signature: FIXED ASSET CUSTODIAN 		Purchasing Log#: 2011-83	
BOCC Staff Report Submitted		BOCC Approval Date	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition	
CC:    BOCC    Risk Manager    Clerk		Revised 02/2011	



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: <u>6/22/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
RELEASING DEPARTMENT	IT REVIEW (Disposal Items Only) (Computer & Printer Items)	RECEIVING DEPARTMENT
Department Name: <b>Information Technology</b>	Date Reviewed/Signed Off: <u>6/22/2011</u>	Department Name: <b>Purchasing/Inventory</b>
Account Number: <b>001-0203-519</b>	Is Condition Block Marked Below (If Not IT must mark Agree or Disagree): <u>Agree</u>	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>EOC - Data room</b>	Recommend Disposal or Retain: <b>DISPOSE</b>	Equipment Location/Building: <b>Bldg #11</b>
Contact Person/Location: <b>Donnie Wines/ IT</b>	Contact Person: <u>Kevin Archambault</u>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <u>313-4280</u>	Phone#: <u>313-4280</u>	Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment: <u>[Signature]</u>	IT Signature: <u>[Signature]</u>	Signature: Department Receiving Equipment: <u>Tony Capua 6/24</u>
Equipment Description: <b>DELL LATITUDE NOTEBOOK</b>		Clerk Asset Number: <b>2175</b>
		Flagler County ID Number (FCID): <b>6061</b>
Manufacturer: <b>Dell</b>	Model: <b>Latitude C840</b>	Serial Number/VIN: <b>F6Q2L21</b>
Acquisition Date: <b>3/25/2003</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>\$2,041.00</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		
TO BE COMPLETED BY FIXED ASSET CUSTODIAN		
Signature: FIXED ASSET CUSTODIAN <u>Tony Capua</u>	Purchasing Log#: <u>2011-084</u>	
BCC Staff Report Submitted:	BOCC Approval Date:	
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:	
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 12/2010	





# Flagler County Board of County Commissioners

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Date: <u>6/22/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>Information Technology</b>	Date Reviewed/Signed Off: <u>6/22/2011</u>	Department Name: <b>Purchasing/Inventory</b>
Account Number: <b>001-0203-519</b>	Is Condition Block Marked Below (If Not IT must mark Agree or Disagree): <input checked="" type="radio"/> Agree <input type="radio"/> Disagree	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>EOC - Data room</b>	Recommend Disposal or Retain: <u>DISPOSE</u>	Equipment Location/Building: <b>Bldg #11</b>
Contact Person/Location: <b>Donnie Wines/ IT</b>	Contact Person: <u>Kevin Archambault</u>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>313-4280</b>	Phone#: <u>313-4280</u>	Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment: <i>[Signature]</i>	IT Signature: <i>[Signature]</i>	Signature: Department Receiving Equipment: <u>Tony Capua 6/24</u>
Equipment Description: <b>DELL LATITUDE C840 LAPTOP</b>		Clerk Asset Number: <b>2347</b>
		Flagler County ID Number (FCID): <b>5341</b>
Manufacturer: <b>Dell</b>	Model: <b>Latitude C840</b>	Serial Number/VIN: <b>BNXHK21</b>
Acquisition Date: <b>4/1/2003</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>\$2,405.00</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		
<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>		
Signature: FIXED ASSET CUSTODIAN <u>Tony Capua</u>		Purchasing Log#: <u>2011-085</u>
BOCC Staff Report Submitted:		BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction		Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk		Revised: 12/2010

*Donnie Wines 6/22/11*





# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: <u>6/17/11</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW (Disposal Items Only)</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>Information Technology</b>	Date Reviewed/Signed Off: <b>6/17/2011</b>	Department Name: <b>Purchasing/Inventory</b>
Account Number: <b>001-8010-526</b>	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree: <input checked="" type="checkbox"/> Agree	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>EOC - Data room</b>	Recommend <u>Disposal</u> or Retain:	Equipment Location/Building: <b>Bldg #11</b>
Contact Person/Location: <b>Don Petito/Fire Rescue</b>	Contact Person: <b>Kevin Archambault</b>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>313-4255</b>	Phone#: <b>313-4250</b>	Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment: <i>Don Petito</i>	IT Signature: <i>Kevin Archambault</i>	Signature: Department Receiving Equipment: <i>Tony Capua 6/24</i>
Equipment Description: <b>PAN TOUGHBOOK 18C9</b>		Clerk Asset Number: <b>3096</b>
<b>DISPLAY IS BAD</b>		Flagler County ID Number (FCID): <b>6149</b>
Manufacturer: <b>Panasonic</b>	Model: <b>Toughbook CF18</b>	Serial Number/VIN: <b>4KKSA78593</b>
Acquisition Date: <b>2/3/2005</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>\$3,198.00</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input checked="" type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN <i>Tony Capua</i>	Purchasing Log#: <b>2011-086</b>
BOCC Staff Report Submitted: /	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 12/2010



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: <u>6/20/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT-REVIEW (Disposal Items Only) (Computer &amp; Printer Items)</b>	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>General Services</b>	Date Reviewed/Signed Off: <u>6/20/2011</u>	Department Name: <b>Purchasing/Inventory</b>
Account Number: <b>001-1750-515</b>	Is Condition Block Marked Below (If Not IT must mark Agree or Disagree): <input checked="" type="checkbox"/> Agree <input type="checkbox"/> Disagree	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>EOC - Data room</b>	Recommend Disposal or Retain: <b>DISPOSE</b>	Equipment Location/Building: <b>Bldg #11</b>
Contact Person/Location: <b>Heidi Petito \ General Services</b>	Contact Person: <u>Kevin Archambault</u>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>313-4185</b>	Phone#: <u>313-4280</u>	Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment: <u>[Signature]</u>	IT Signature: <u>[Signature]</u>	Signature: Department Receiving Equipment: <u>Tony Capua 6/24</u>
Equipment Description: <b>DELL OPTIPLEX GX280</b>		Clerk Asset Number: <b>3118</b>
		Flagler County ID Number (FCID): <b>6040</b>
Manufacturer: <b>Dell</b>	Model: <b>OPTIPLEX GX280</b>	Serial Number/VIN: <b>BH5G361</b>
Acquisition Date: <b>12/8/2004</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>\$1,813.98</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

<b>TO BE COMPLETED BY FIXED ASSET CUSTODIAN</b>	
Signature: FIXED ASSET CUSTODIAN: <u>Tony Capua</u>	Purchasing Log#: <u>2011-01</u>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input checked="" type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC:    BOCC    Risk Manager    Clerk    Revised: 12/2010	

*Handwritten notes at the bottom of the page.*



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

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Date: <u>6/20/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
<b>RELEASING DEPARTMENT</b>	<b>IT REVIEW/Disposal Items Only</b> (Computer & Printer Items)	<b>RECEIVING DEPARTMENT</b>
Department Name: <b>General Services</b>	Date Reviewed/Signed Off: <u>6/20/2011</u>	Department Name: <b>Purchasing/Inventory</b>
Account Number: <b>001-1442-572</b>	Is Condition Check Marked Below (If Not IT must mark) Agree or Disagree: <input checked="" type="checkbox"/> Agree	Account Number: <b>001-0202</b>
Equipment Location/Building: <b>EOC - Data room</b>	Recommend Disposal or Retain: <b>DISPOSE</b>	Equipment Location/Building: <b>Bldg #11</b>
Contact Person/Location: <b>Heidi Petito\General Services</b>	Contact Person: <u>Kevin Archambault</u>	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>313-4185</b>	Phone#: <u>313-4280</u>	Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment: <u>[Signature]</u>	IT Signature: <u>[Signature]</u>	Signature: Department Receiving Equipment: <u>Tony Capua 6/24</u>
Equipment Description: <b>DELL OPTIPLEX GX280</b>		Clerk Asset Number: <b>3116</b>
		Flagler County ID Number (FCID): <b>6030</b>
Manufacturer: <b>Dell</b>	Model: <b>OPTIPLEX GX280</b>	Serial Number/VIN: <b>CJM6Z51</b>
Acquisition Date: <b>12/2/2004</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>\$1,409.38</b>	Estimated Current Value:	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input checked="" type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN: <u>Tony Capua</u>	Purchasing Log#: <u>2011-86</u>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input checked="" type="checkbox"/> BCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 12/20/10

DZAA Doc 6/27/11



# Flagler County Board of County Commissioners

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*LOCATED IN D.O.T. YARD*

Date: <u>7-20-2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
RELEASING DEPARTMENT	IT REVIEW(Disposal Items Only) (Computer & Printer Items)	RECEIVING DEPARTMENT
Department Name: <b>Parks and Recreation</b>	Date Reviewed/Signed Off:	Department Name: <i>Purchasing Central States</i>
Account Number:	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number:
Equipment Location/Building: <b>Dot Yard</b>	Recommend Disposal or Retain:	Equipment Location/Building:
Contact Person/Location: <b>Frank Barbuti</b>	Contact Person:	Contact Person/Location:
Phone#: <b>(386)313-4144</b>	Phone#:	Phone#:
Signature: Department Releasing Equipment: <i>Michael D...</i>	IT Signature:	Signature: Department Receiving Equipment: <i>TOM CARNA 7/21/11</i>
Reason for Disposal: <b>Damaged and not repairable</b>	Equipment Description: <b>Top Dresser</b>	Clerk Asset Number: <b>677</b>
		Flagler County ID Number (FCID): <b>730</b>
Manufacturer: <b>MillCreek Turf Equip.</b>	Model: <b>TD4800</b>	Serial Number/VIN: <b>1008</b>
Acquisition Date: <b>09/06/2001</b>	County Tag# (License Plate):	Mileage/Hours: <b>n/a</b>
Purchase Cost: <b>\$8900.00</b>	Estimated Current Value: <b>\$0.00</b>	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN <i>TOM CARNA</i>	Purchasing Log# <b>20 JL - 089</b>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BOCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 02/20/11



# Flagler County Board of County Commissioners

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- This form must be signed by Fixed Asset Custodian when they take possession of the items

AT D.O.T. YARD

Date: <u>7/6/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
RELEASING DEPARTMENT	IT REVIEW(Disposal Items Only) (Computer & Printer Items)	RECEIVING DEPARTMENT
Department Name: <b>Parks and Recreation</b>	Date Reviewed/Signed Off:	Department Name:
Account Number:	Is Condition Block Marked Below(If Not IT must mark) Agree or Disagree:	Account Number:
Equipment Location/Building: <b>DOT YARD</b>	Recommend Disposal or Retain:	Equipment Location/Building:
Contact Person/Location: <b>Frank Barbuti</b>	Contact Person:	Contact Person/Location:
Phone#: <b>(386)313-4020</b>	Phone#:	Phone#:
Signature: Department Releasing Equipment: <i>Michael Dick</i>	IT Signature:	Signature: Department Receiving Equipment: <i>Tom Capria</i>
Reason for Disposal: <b>a lot of hours and the transmission is blown</b>	Equipment Description:	Clerk Asset Number: <b>00000831</b>
		Flagler County ID Number (FCID): <b>00375</b>
Manufacturer: <b>Polaris</b>	Model: <b>ranger 4x4 atv</b>	Serial Number/VIN: <b>4XARD50A14D435164</b>
Acquisition Date: <b>04/01/2004</b>	County Tag# (License Plate):	Mileage/Hours: <b>10,000 + hrs</b>
Purchase Cost: <b>\$6500.00</b>	Estimated Current Value: <b>\$0.00</b>	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN <i>Tom Capria</i>	Purchasing Log# <u>2011-090</u>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BOCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 02/2011



# Flagler County Board of County Commissioners

## FIXED ASSETS TRANSFER/DISPOSAL FORM

*Instructions for completion of Transfer Form:*

- This form may be used for all property with an Flagler County Identification Number (Metal or Sticker tag)
- A separate form must be completed for each individual item
- Releasing department must sign form, retain a copy and release equipment to IT with the equipment if required.
- IT must review equipment, sign form, retain a copy and release equipment to the Fixed Asset Custodian
- Receiving department must sign form, retain a copy and forward original to Fixed Asset Custodian
- Property that does not have a form will not be picked up
- Incomplete forms will be returned to the Releasing Department
- This form must be signed by Fixed Asset Custodian when they take possession of the items

Date: <u>7/20/2011</u> <input type="checkbox"/> Transfer <input checked="" type="checkbox"/> Disposal		
RELEASING DEPARTMENT	IT REVIEW (Disposal Items Only) (Computer & Printer Items)	RECEIVING DEPARTMENT
Department Name: <b>Facilities</b>	Date Reviewed/Signed Off:	Department Name: <b>Purchasing Dept</b>
Account Number: <b>001-1413-519</b>	Is Condition Block Marked Below (If Not IT must mark) Agree or Disagree:	Account Number:
Equipment Location/Building: <b>Facilities Shop</b>	Recommend Disposal of Retain:	Equipment Location/Building:
Contact Person/Location: <b>Mike Dickson</b>	Contact Person:	Contact Person/Location: <b>Tony Capua</b>
Phone#: <b>313-4191</b>	Phone#:	Phone#: <b>313-4178</b>
Signature: Department Releasing Equipment: <i>Michael Divil</i>	IT Signature:	Signature: Department Receiving Equipment: <i>Tony Capua 7/22/11</i>
Reason for Disposal: <b>Worn out beyond repair.</b>  <b>Brought to DOT yard 7/20/2011</b>	Equipment Description: <b>Air Compressor</b>	Clerk Asset Number: <b>00000596</b>
		Flagler County ID Number (FCID): <b>2048</b>
Manufacturer: <b>Curtis</b>	Model: <b>Curtis</b>	Serial Number/VIN: <b>7043421</b>
Acquisition Date: <b>7/22/88</b>	County Tag# (License Plate):	Mileage/Hours:
Purchase Cost: <b>1367.00</b>	Estimated Current Value: <b>100.00</b>	
Condition: <input type="checkbox"/> New <input type="checkbox"/> Good <input type="checkbox"/> Poor <input type="checkbox"/> Needs Repair <input type="checkbox"/> Parts Missing <input checked="" type="checkbox"/> Salvage		

TO BE COMPLETED BY FIXED ASSET CUSTODIAN	
Signature: FIXED ASSET CUSTODIAN: <i>Tony Capua</i>	Purchasing Log#: <b>2011-091</b>
BOCC Staff Report Submitted:	BOCC Approval Date:
Method of Disposition: <input type="checkbox"/> Departmental Transfer <input type="checkbox"/> Auction	Date of Disposition:
CC: <input type="checkbox"/> BOCC <input type="checkbox"/> Risk Manager <input type="checkbox"/> Clerk	Revised: 02/20/11

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

**SUBJECT:** Approval of the Ranking of RFP#FC-11-R05 and Approval to Negotiate a Contract to Provide Professional Engineering Services for Design and Permitting for Water Oak Road Improvements with England-Thims and Miller, Jacksonville, Florida.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Sealed Request for Proposals were publicly advertised in the local News Tribune as well as through Demandstar.com. RFP#FC-11-R05 requested proposals from qualified individuals or firms to submit their qualifications to perform Professional Engineering Services for Design and Permitting for Water Oak Road Improvements.

At the public opening on July 12, 2011, five (5) proposals were received from the following firms:

- Civilsurv Design Group, Inc., Lakeland, Florida
- CPH, Principal Office located in Sanford, Florida with a local office in Flagler County
- England-Thims & Miller, Principal Office located in Jacksonville, Florida with a local office in Flagler County
- Stephenson Wilcox & Associates, Bunnell, Florida
- Wade Trim, Principal Office located in Detroit, Michigan with a local office in Flagler County

On July 26, 2011, the Evaluation Committee met to rank the proposals received. The final ranking sheet is attached for reference. Local preference is not allowed when using federal funds.

This selection process was conducted using the guidelines set forth in Section 287.055, Florida Statutes, The Consultants' Competitive Negotiation Act (CCNA). This statute only permits negotiation of fees or project costs as a part of the contract negotiation process (i.e. after the firms have been ranked and negotiations with the top ranked firm have commenced). Accordingly, upon approval of this ranking, staff will enter into negotiations with the top ranked firm to establish a firm fee schedule and scope of work for the contract.

**FUNDING INFORMATION:** The cost of these professional services for the Water Oak Road Improvements Project will be reimbursed to Flagler County through the Disaster Recovery Program Agreement with the Florida Department of Community Affairs approved by the Board of County Commissioners on May 17, 2010, as Agenda Item No. 15. Project number 580581 is budgeted in FY 2010-11 account number 151-5232-541. This funding will be rolled over to FY 2011-12.

**DEPT./CONTACT/PHONE #:** Purchasing, Kris Collora, 313-4062

**RECOMMENDATIONS:** Request the Board approve the ranking and authorize staff to negotiate a suitable Contract with the selected firm England-Thims and Miller.

**ATTACHMENTS:**

Evaluation Committee – Final Ranking

KCollora  
Kris Collora, Purchasing Specialist

Aug. 3, 2011  
Date

Craig M. Coffey  
Craig M. Coffey, County Administrator

8 August 2011  
Date

Deputy County Admin.  
Financial Services/Dept.  
Legal

Initials	Date
<u>SS</u>	<u>8/3/11</u>
<u>JL</u>	<u>08/05/11</u>
<u>NJK</u>	<u>    </u>



**Flagler County Board of County Commissioners  
PROPOSAL EVALUATION TOTALS**

RFP#FC-11-R05 PES for Design & Permitting for Water Oak Road Improvements

Evaluation Committee Meeting #1: Tuesday, July 26, 2011

COMPANY	EVALUATORS					SCORING	
	Faith Alkhatib	Amy Kennedy	Richard Gordon	Charles Merenda	Tim Telfer	TOTAL POINTS	TOTAL AVERAGE
Civilsurv Design Group, Inc. Lakeland, Florida	91	93	93	88	61	426	85.2
CPH Palm Coast, Florida	88	91	95	78	72	424	84.8
England-Thims & Miller Jacksonville, Florida	94	97	99	93	76	459	91.8
Stephenson, Wilcox & Assoc. Bunnell, Florida	85	91	96	89	51	412	82.4
Wade Trim Palm Coast, Florida	90	90	97	91	73	441	88.2

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

**SUBJECT:** Approval of Bid Award #FC-11-22 and Authorization to Negotiate a Term Contract with Premier Water and Energy Technology, Inc. for Water Treatment Products and Services for a Period of Three (3) Years, at an annual cost of \$12,900 with Two (2) One (1) Year Optional Renewals.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** The Energy Plant located within the Government Site Complex is responsible for maintaining the indoor temperatures of the Government Services Building and the Justice Center. This is accomplished by the use of water cooled chillers and cooling towers to cool and dehumidify the air within these buildings. Although there is an ion exchange water softener in use at the plant, it is also necessary to monitor, test and treat the water within the chilled water loop with additional chemicals to maintain optimum efficiency. Flagler County is currently under contract with Premier Water & Energy Technology of Jacksonville, Florida, to provide these water treatment services with the present contract expiring on September 30, 2011.

A Request for Bids was publicly broadcast on Demandstar.com and advertised in the Flagler/Palm Coast News Tribune. Bid #FC-11-22 called for a term contract to provide Water Treatment Products and Services for the Cooling System located at the Energy Plant in Flagler County. At the public bid opening on July 26, 2011, only one (1) bid was received from the current contractor Premier Water and Energy Technology, Inc. Staff has reviewed the bid for conformity to specifications as well as terms and conditions as outlined in the bid documents. Staff is recommending award to Premier Water & Energy Technology of Jacksonville, Florida, who submitted the only responsive and responsible bid.

**FUNDING INFORMATION:** Funding in the amount of \$13,500.00 is included in the Proposed Fiscal Year 2011-2012 budget within Facilities (50%) and the GSB (50%). Appropriations beyond fiscal year 2010-11 are subject to future Board approval.

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

**RECOMMENDATIONS:** Request the Board approve the Bid Award #FC-11-22 and authorize the County Administrator to negotiate a term contract for three (3) years with two (2) one (1) year optional renewals between Flagler County and Premier Water and Energy of Jacksonville, Florida for water treatment products and services.

**ATTACHMENTS:**

1. Bid Tabulation

*Heidi Petito (H.P.)*  
Heidi Petito, General Services Director

8/8/11  
Date

*Craig M. Coffey*  
Craig M. Coffey, County Administrator

9 August 2011  
Date

Deputy County Admin.  
Financial Services  
Legal

<u>Initials</u>	<u>Date</u>
<u>SC</u>	<u>8-8-11</u>
<u>EB</u>	<u>8-9-11</u>
<u>DIA</u>	<u>    </u>

**Flagler County Board of County Commissioners**  
**ITB# FC-11-22 Water Treatment Program and Services**  
**Due: Tuesday July 26, 2011 at 4:00 pm**

<b>Drug Free Certification</b>		v			
<b>Non-Collusion Certification</b>		v			
<b>Conflict/Non Conflict</b>		v			
<b>Authorized Signatures</b>		v			
<b>References</b>		v			
<b>Vendor Information</b>		v			
<b>Local Vendor Affidavit of Eligibility</b>		v			
<b>Public Entity Crimes</b>		v			
<b>Total Amount Water Treatment Program</b>	\$	9,900.00			
<b>Total Amount replace/install Water Softener Resin</b>	\$	3,000.00			

Witness: Kris Collora

Witness: Mary McGowan

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

**SUBJECT:** Approval of Bid Award #FC-11-21 and Authorize the Execution of the Contract for Construction of T-Hangars and Associated Taxi-Lanes with S.E. Cline Construction, Bunnell, Florida in the Amount of \$1,067,747.26; and Approval of the Attached Budget Transfer Number BTR11-122 Transferring a Total of \$205,748 into the T-Hangar Construction Project (Project Number 050532).

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** On April 7, 2008, the Board accepted and executed a Florida Department of Transportation (FDOT) Joint Participation Agreement (JPA) grant for \$769,600.00 to fund 80% of the costs to design and construct storage hangars at the Flagler County Airport. FDOT is currently processing a supplemental JPA in the amount of \$194,998, bring the total amount of funding to \$964,598. The project is for the construction of two buildings, each containing 10 T-Hangars and associated taxi-lanes.

Sealed Bids were broadcast on Demandstar.com on May 28, 2011 as well as publicly advertised in the local newspaper. The FC-11-21 called for T- Hangars and taxi-lanes at the Flagler County Airport. At the public bid opening on June 30, 2011, six (6) bids were received. Staff has reviewed the bids for conformity to specifications as well as terms and conditions as outlined in the bid documents. Staff is recommending award to S.E. Cline Construction, Bunnell, Florida, who submitted the low responsive and responsible bid of \$1,067,747.26 for T-Hangars and associated taxi-lanes. S.E. Cline was the only local bidder that submitted a bid for this requirement.

**Vendors Who Submitted Responsive Bids**

Britt Construction Oakland, Fl	\$1,242,181.80
Building Management Systems Melbourne, Fl	\$1,097,079.51
KBT Contracting, Jacksonville, Fl	\$1,302,474.15
Nooney Construction, Jacksonville, Fl	\$1,308,995.00
S.E. Cline Construction Bunnell, Fl	\$1,067,747.26
Slack Construction Ocala, Fl	\$1,205,573.94

**FUNDING INFORMATION:** A total of \$1,000,000.00 was appropriated in the adopted fiscal year 2010-11 and is still currently available for this project in account number 401-8217-542.63-02 (hangar construction). The total cost of the project will be \$1,205,748.00 (80% or \$964,598 FDOT / 20% or \$241,150 Flagler County Share). 100% of the additional \$205,748.00 cost of completing the project is being funded from FDOT Funds not included in the adopted fiscal year 2010-11 budget. A total of \$719,900 in FDOT JPA Grant funds were included in the fiscal year 2010-11 budget. It will be necessary to increase the total amount budgeted in the Airport Fund by \$244,699 which must be accomplished at an advertised public hearing. In order to expedite the award of this agreement, it is recommended that the additional required funding of \$205,748 be temporarily transferred from account number 401-8090-542.63-10 (Airport Fund-Capital Projects-Improvements Other than Buildings/Project Number 050265-South Entrance Road). Budget Transfer Number BTR11-122 is attached for the Board's consideration. Following approval of the increase in funding from FDOT at the referenced public hearing, the South Entrance Road Capital Project will be replenished.

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

**RECOMMENDATIONS:** Request the Board approve the bid award and authorize the execution of a contract in the amount of \$1,067,747.26 between Flagler County and S. E. Cline, Bunnell, Florida for the construction of T- Hangars and associated taxi-lanes; ; and Approval of the Attached Budget Transfer Number BTR11-122 Transferring a Total of \$205,748 into the T-Hangar Construction Project (Project Number 050532).

**ATTACHMENTS:**

1. Bid Tabulation Results
2. Budget Transfer Number BTR11-122

*Roy Sieger*

Roy Sieger  
Airport Manager

*8/11/11*

Date

*Craig M. Coffey*

Craig M. Coffey  
County Administrator

*11 August 2011*

Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
<i>[Signature]</i>	<i>8-11-11</i>
<i>[Signature]</i>	08/11/11

**Flagler County Board of County Commissioners**

**ITB# FC-11-21 T Hangars**

**Due: Thursday, June 30, 2011 at 4:00pm**

	<i>Britt Construction Oakland, FL</i>	<i>KBT Contracting Jacksonville, FL **</i>	<i>Building Management Systems Melbourne, FL</i>	<i>Nooney Construction Jacksonville, FL</i>	<i>Slack Construction Ocala, FL</i>	<i>SE Cline Construction Bunnell, FL</i>
<b>Drug Free</b>	v	v	v	v	v	v
<b>Non-Collusion</b>	v	v	v	v	v	v
<b>Conflict/Non-Conflict</b>	v	v	v	v	v	v
<b>Authorized Signatures</b>	v	v	v	v	v	v
<b>References</b>	v	v	v	v	v	v
<b>Vendor Information</b>	v	v	v	v	v	v
<b>Local Vendor Preference</b>	n/a	n/a	n/a	n/a	n/a	yes
<b>Bid Bond</b>	v	v	v	v	v	v
<b>Insurance</b>						
<b>Addendum #1, #2, #3</b>	v	v	v	v	v	1 & 2 only
<b>Total Bid</b>	\$ 1,242,181.80	\$ 1,302,474.15	\$ 1,097,079.51	\$ 1,308,995.00	\$ 1,205,573.94	\$ 1,067,747.26

\*\* submitted Financial Statements

**Witness:** Kris Collora  
**Witness:** Mary McGowan

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

BTR 11 - 122  
 DATE: 08/11/11  
 PREPARED BY: dd  
 PAGE 1 OF 1

FUND: Airport  
 DEPARTMENT / DIVISION: Grants -DOT-Relocate Entrance Rd

**EXPLANATION:** A supplemental LAP agreement has been approved to increase the grant funding by \$205,748 for the T-Hangar Construction project at the Airport bringing the total project amount to \$1,205,748. Funds will be borrowed from the South Entrance Road project and returned at a future Public Hearing.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		AVAILABLE		ACCOUNT/CENTER DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	401	8090	542	6310	050265	205,748		1,000,000	794,252	Improvements other than Building South Entrance Road
2	401	8217	542	6302	050532		205,748	899,500	1,105,248	T-Hangar Construction
3									-	T-Hangar Construction
4									-	
5									-	
6									-	
7									-	
8									-	
9									-	
<b>TOTAL</b>						\$205,748.00	\$205,748.00	\$1,899,500.00	\$1,899,500.00	

DATE: 08/10/11  
 DATE: 12 August 2011  
 DATE:

DISAPPROVAL  
 DISAPPROVAL  
 DISAPPROVAL

*[Signature]*  
*[Signature]*

Financial Service Director's APPROVAL  
 Administrator's APPROVAL  
 Board Action at Meeting: APPROVAL

POSTED BY: \_\_\_\_\_ DATE POSTED: \_\_\_\_\_ CC: \_\_\_\_\_



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

**SUBJECT:** Renewal of the Certificate of Public Convenience and Necessity for the City of Palm Coast

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** A Flagler County Certificate of Public Convenience and Necessity (COPCN) is required for any agency that provides public medical services and/or transport. Since 2004, the City of Palm Coast has provided an Emergency Medical Services/Advanced Life Support non-transport service under the authorizations provided in the COPCN approved by the Board. This COPCN was renewed by the Board in August, 2009 with an expiration date of September 30, 2011.

The City of Palm Coast has requested renewal of the COPCN from a period of October 1, 2011 to September 30, 2013. The renewal request was reviewed by the Flagler County Emergency Medical Services Advisory Council and received approval on July 11, 2011. Staff concurs with the Council's approval and finds the ALS service provided by the City of Palm Coast to be an essential part of the overall pre-hospital care in Flagler County.

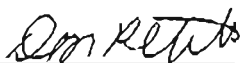
**FUNDING INFORMATION:** No costs are associated with this request

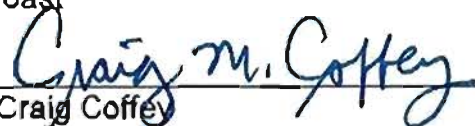
**DEPT./CONTACT/PHONE #:** Fire Rescue/Don Petito/313-4255

**RECOMMENDATIONS:** Request the Board approve the renewal of the Certificate of Public Convenience and Necessity for the City of Palm Coast COPCN from October 1, 2011 to September 30, 2013.

**ATTACHMENTS:**

1. Renewal COPCN for the City of Palm Coast

  
\_\_\_\_\_  
Don Petito  
Fire Rescue Chief  
  
7/28/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Craig Coffey  
County Administrator  
  
8 August 2011  
\_\_\_\_\_  
Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
CS	7-28-11
XIA	
MP	8-03-11



*Palm Coast Fire / Rescue*  
*M. C. Beadle, Chief*

May 9, 2011

Mr. Troy Harper  
Director  
Flagler County Department of Emergency  
Services  
1769 E. Moody Blvd.,  
Bunnell, FL 32110

Re: Certificate of Public Convenience and  
Necessity

Dear Mr. Harper:

Please accept this letter and accompanying updated personnel roster as our formal request for renewal of the Certification of Public Convenience and Necessity (COPCN) issued by Flagler County on August 3, 2009, to provide EMS Advanced Life Support ALS engines, non-transport, by the City of Palm Coast Fire Department.

Thank you for your assistance in this matter, and if you require any further information, please do not hesitate to contact my office.

Sincerely,

Chief M. C. Beadle, EFO, CFO, MPA  
Palm Coast Fire Department

/pc

Enclosure

1. **NAME OF SERVICE:** Palm Coast Fire Department  
**MAILING ADDRESS:** 1250 Belle Terre Parkway  
**CITY:** Palm Coast    **COUNTY:** Flagler    **ZIP CODE:** 32164  
**BUSINESS PHONE:** (386)986-2300
2. **TYPE OF OWNERSHIP:** (i.e. Private, Governmental, Volunteer, Partnership, etc)  
Government – Municipality

3. **MANAGER’S NAME:** Jim Landon, City Manager

**ADDRESS:** 160 Cypress Point Pkwy, Palm Coast, FL 32164

**PHONE:** (386)986-3700.

4. **PROVIDE NAME OF OWNER(s) OR LIST ALL OFFICERS, PARTNERS, DIRECTORS, AND SHAREHOLDERS, IF A CORPORATION**

<u>NAME</u>	<u>ADDRESS</u>	<u>POSITION</u>
Jon Netts	160 Cypress Point Pkwy, PC	Mayor
Holsey Moorman	160 Cypress Point Pkwy, PC	Council Member
Frank Meeker	160 Cypress Point Pkwy, PC	Council Member
Mary DeStefano	160 Cypress Point Pkwy, PC	Council Member
Bill Lewis	160 Cypress Point Pkwy, PC	Council Member

5. **PROVIDE NAMES AND ADDRESSES OF AT LEAST THREE (3) LOCAL REFERENCES:**

6. **PROVIDE SOURCE OF FUNDING:** N/A, Municipal Government

7. **RATE SCHEDULE ATTACHED?**    Yes     No     N/A X

**8. LIST THE ADDRESS(es) OF YOUR BASE STATION AND ALL SUBSTATION:**

- Main Station, Station 25, 1250 Belle Terre Parkway, Palm Coast
- Station 21, 9 Corporate Drive, Palm Coast
- Station 22, 307 Palm Coast Parkway, Palm Coast
- Station 23, 5751 Belle Terre Parkway, Palm Coast
- Station 24, 1505 Palm Harbor Parkway, Palm Coast

**9. THE APPLICANT MUST DEMONSTRATE A NEED FOR THE PROPOSED SERVICE IN THE REQUESTED SERVICE AREA.** Application is for renewal of existing COPCN

**10. DESCRIBE THE GEOGRAPHIC AREA(s) IN WHICH YOUR PROPOSED SERVICE WILL RECEIVE PATIENTS:** City of Palm Coast and all coverage areas for District 2. The City desires to cooperate and collaborate with the county and other surrounding jurisdictions.

**11. COMMUNICATIONS INFORMATION**

**RADIO FREQUENCY(ies)** 800 MHz \_\_\_\_\_

**RADIO CALL NUMBERS:** E-21, D-22, E-23, E-24, E-25, M-21, M-22, M25, Tower 1, Ladder 25

**12. PLEASE LIST ALL HOSPITALS AND OTHER EMERGENCY AGENCIES WITH WHICH YOU HAVE A DIRECT RADIO COMMUNICATIONS:** None

**13. ATTACH THE FOLLOWING COMPLETED DOCUMENTS WITH APPLICATION:**

- A. VEHICLE INFORMATION**
- B. PERSONNEL ROSTER**
- C. INSURANCE VERIFICATION**
- D. COPY OF STANDARD OPERATING PROCEDURES**
- E. INCLUDE A COPY OF MEDICAL PROTOCOLS**

14. I hereby certify that I/This service (circle one) will provide continuous service on a 24-hour, 7-day week basis. I, the undersigned representative of the above service, do hereby attest that my service meets all of the requirements for operation of a service in the state as provided in Chapter 401, Part III, Florida Statutes, Chapter 64E-2, Florida Administrative Code, and that I agree to comply with all the provisions of Flagler County Code, Article VI, Emergency Medical Transportation Services.

I further acknowledge that discrepancies discovered during the effective period of the Certificate of Public Convenience and Necessity will subject this service and its authorized representatives to corrective action.

TO THE BEST OF MY KNOWLEDGE, ALL STATEMENTS ON THIS APPLICATION ARE TRUE AND CORRECT.

M. C. Beadle  
Signature

5/9/2011  
Date

STATE OF FLORIDA  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2011, by M. C. Beadle. He/she is personally known to be or has produced a driver's license as identification.

Personally known to me, or

Produced identification: \_\_\_\_\_  
Type of ID

Notary Public



Margaret A. Calkins  
State of Florida at Large

My commission expires:

7/25/13

# CITY OF PALM COAST FIRE DEPARTMENT PERSONNEL ROSTER

Name	Date of Employment	Record of Training	EMT	Paramedic	CPR-HCP	ACLS	PTLS	PALS	PEPP	Drivers License Expiration	EVOC Training Date
Coleman, Andrew J.	5/1/2011										
Ascone, Thomas	10/1/2000	Yes	82836	206716	1/1/2013	7/1/2012		2/1/2013		4/22/2014	8/1/2001
Bachman, Adam	8/21/2005	Yes	503087					4/1/2012		6/4/2018	1/1/2003
Ballou, Bob	2/1/2009	Yes	520599	516304	10/1/2012	11/1/2011	9/1/2012	1/1/2012		12/29/2011	1/1/2008
Beadle, Mike	9/4/2000	Yes	61981		7/1/2012					1/31/2018	8/1/2001
Berryhill, Kyle	2/11/2007	Yes		51276		12/1/2011				7/3/2011	1/5/2010
Booth, Martin	5/17/2009	Yes	507140	509809	1/1/2011				Yes	12/10/2018	5/9/2004
Bottin, Brendan	6/25/2009	Yes	519229	517105	7/1/2012	11/1/2011				3/19/2014	10/1/2007
Chandley, Mike	10/14/2003	Yes	503108		7/1/2012					6/11/2014	11/1/2003
Chumaceiro, Leonardo	10/1/2000	Yes	54054		7/1/2012					6/8/2018	4/1/1987
Cline, Richard	10/1/2000	Yes	21459	503071	7/1/2012	12/1/2011	2/1/2014			6/17/2017	8/1/2001
Cohen, Jennifer	10/29/2003	Yes	502659	514553	7/1/2012	11/1/2011	11/1/2011			5/21/2017	11/1/2003
Cottle, Christopher	3/20/2004	Yes	309357		7/1/2012					5/21/2017	6/1/2006
Craig, Colin	8/23/2005	Yes	503143	512784	1/1/2013	11/1/2011	2/1/2014			3/5/2018	1/1/2003
Curran, Michael	10/5/2008	Yes		518454	7/1/2011	11/1/2011				6/26/2011	10/1/2007
Davidson, Mark	8/10/2006	Yes	509343	516006	7/1/2012	11/1/2011	2/1/2014	01/20012		4/22/2014	5/1/2005
Deegan, Richard	7/7/2010	Yes	528501	520507	1/31/2012	6/30/2012				7/18/2018	
Dick, Greg	2/1/2009	Yes		10138	7/1/2012	11/1/2011	7/1/2012	10/1/2011		3/13/2017	1/1/2009
Dowd, Justin	2/3/2009	Yes	520472	520461	1/31/2012	6/30/2012			9/15/2012	11/8/2017	2/1/2008
Driscoll, Daniel	2/3/2009	Yes	519428		9/1/2011	2/1/2012			YES	12/13/2017	8/1/2007
Duque, Jose	3/14/2009	Yes	516676	516524	7/1/2012		10/1/2012		YES	6/6/2017	12/1/2006
Estes, James*	2/3/2009	Yes									
Evans, Evan	8/19/2007	Yes		201369	7/1/2012	11/1/2011	9/1/2012			12/26/2012	3/1/2000
Fabian, John	2/13/2006	Yes	501704	509657	7/1/2012	2/1/2012		1/1/2012		10/13/2014	3/1/2002
Faust, David	8/18/2008	Yes	521884	518441	7/1/2012	11/1/2011	1/1/2014			11/3/2011	4/1/2008
Forte, Gerard	10/1/2000	Yes	67139								5/1/2000
Gates, Jeffrey	8/8/2004	Yes	503579		7/1/2012					6/30/2018	1/1/2004
Gibson, Matthew	8/7/2004	Yes	507249	510875	8/1/2012	11/1/2011	2/1/2014	4/1/2012		7/24/2017	11/1/2003
Gore, Jim	10/1/2000	Yes	73531		7/1/2012					8/18/2011	3/1/1993
Grant, Michael	4/18/2010	Yes	517048	516923	2/1/2012	2/1/2012				5/2/2012	
Hofmes, Randy	10/1/2000	Yes	61588		7/1/2012					3/4/2018	11/1/1989
Juliano, Patrick	11/6/2008	Yes	516158	518269	7/1/2012	6/1/2011	10/1/2013		YES	12/8/2011	

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# CITY OF PALM COAST FIRE DEPARTMENT PERSONNEL ROSTER

Name	Employment	Training	EMT	Paramedic	CPR-HCP	ACLS	PTLS	PALS	PEPP	License	Training
Kanaan, Omar	1/31/2005	Yes	500869		7/1/2012					7/2/2017	4/1/2001
Kavanaugh, Jeshua	6/28/2009	Yes		518067	6/1/2012					12/8/2014	12/8/2014
Kozloski, Jon	1/18/2003	Yes	502400		7/1/2012					4/24/2015	11/1/2003
Kulev, Nikolai	3/11/2009	Yes	523469	520526	1/1/2012					9/27/2018	4/1/2008
Kyska, Richard	12/11/2006	Yes	501181		7/1/2012					8/9/2012	8/1/2001
LaGreca, Michael	1/14/2010	Yes		514984	10/1/2012	1/1/2012				8/14/2017	
Landy, Thomas	11/3/2003	Yes	502709	509917	7/1/2012	11/1/2011	2/1/2014	12/1/2011		11/6/2017	7/1/2002
Laughten, Jason	3/8/2006	Yes		508350	1/1/2013	1/1/2013		1/1/2013		11/14/2011	4/1/2005
Major, Sean	10/1/2000	Yes	68776	509670	7/1/2012	11/1/2011	11/1/2011			9/27/2011	6/1/2006
Meyers, Beret	6/3/2003	Yes	306818							3/9/2017	
Morton, John	2/2/2009	Yes	519672	517093	7/1/2012	11/1/2011	3/1/2013			12/18/2018	10/1/2007
Mugford, Brian	7/16/2007	Yes	500708	512839	7/1/2012	11/1/2011				4/30/2013	9/1/2001
Neuenfeldt, James	8/23/2004	Yes	505367	511056	7/1/2012		2/1/2014			2/3/2014	8/1/2004
Nunziato, Jeffrey	3/6/2006	Yes	304644		7/1/2012					4/15/2019	9/1/2001
Pattee, Jeff	10/1/2000	Yes	61980							1/4/2018	12/1/1989
Peacock, John	10/1/2000	Yes	78423		7/1/2012					6/18/2018	8/1/2001
Petrillo, Ronald	10/1/2000	Yes	55025		7/1/2012					2/19/2018	8/1/2001
Poeira, Jeffrey	3/4/2007	Yes	511878	516272	11/1/2011	11/1/2011	10/1/2012		YES	10/18/2017	7/1/2007
Potter, Gary	11/5/2008	Yes		513210	7/1/2012	3/1/2012	12/1/2011	12/1/2011		10/28/2013	4/1/2008
Robinson, Eric	10/7/2008	Yes		517232	1/1/2012	7/1/2012	7/1/2012	5/1/2011		7/6/2018	2/1/2004
Ruggieri, Lawrence	10/1/2000	Yes	52246		7/1/2012					7/21/2017	8/1/2001
Schierer, Christopher	8/4/2007	Yes		513032	11/1/2012	11/1/2011	9/1/2012			1/10/2013	7/1/2008
Shields, Mike	2/13/2006	Yes		509852	1/1/2012	11/1/2011	exp			4/4/2011	6/1/2006
Stevens, Matt	2/2/2004	Yes	503086		7/1/2012					11/9/2010	8/1/2004
Tallaksen, Thomas	10/7/2008	Yes	522224	518645	7/1/2012	12/1/2011		1/1/2012		7/1/2014	7/1/2014
Timofiejczyk, Chris	2/2/2009	Yes	519622	520635	1/1/2012	2/1/2012	10/1/2014			10/25/2018	1/1/2009
Torsell, Dave	7/24/2007	Yes		513232	11/1/2011	10/1/2011		11/1/2011		8/6/2013	8/6/2013
Valentik, Mark	10/1/2000	Yes	57578	509694	7/1/2012				YES	11/30/2012	8/1/2001
Wagner, Jason	10/1/2000	Yes	81463		7/1/2012					11/10/2016	8/1/2001
Wilk, Greg	10/1/2000	Yes	22381		7/1/2012					7/23/2012	8/1/2001
Wu, Bobby	10/1/2000	Yes	81650		7/1/2012					7/23/2012	8/1/2001
Youman, Alan	1/3/2005	Yes		512883	11/1/2012	11/1/2011		1/1/2012		4/11/2012	4/1/2005

EMERGENCY \_\_\_\_\_  
NON-EMERGENCY \_\_\_\_\_

**AMBULANCE FEE SCHEDULE**

YEAR

SERVICE TYPE**	BASE RATE	OXYGEN	MILEAGE	WAITING	TREAT & CANCEL	COMMENTS/SPECIAL CHARGES

\*\*TYPE CODE: ALS = ADVANCED LIFE SUPPORT  
NP = NOT FOR PROFIT SERVICE  
BLS = BASIC LIFE SUPPORT



EMERGENCY MEDICAL SERVICES

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, the City of Palm Coast Fire Rescue Department has applied for a Certificate of Public Convenience and Necessity to provide EMS Advanced Life Support Non-Transport service (ALS engines) to the citizens of Palm Coast; and

WHEREAS, the City of Palm Coast Fire Rescue Department has demonstrated to the EMS Advisory Board that there is a need for the EMS ALS non-transport (ALS engines) to operate in the City to provide additional ALS services to the citizens of Palm Coast; and

WHEREAS, the City of Palm Coast Fire Rescue Department has indicated it will comply with all the requirements of Florida Statutes Chapter 401, Chapter 19, Article VI, Sections 19-161 through 19-175 of the Flagler County Code, and Chapter 64J of the Florida Administrative Code. The Board of County Commissioners of Flagler County hereby issues a Certificate of Public Convenience and Necessity to the City of Palm Coast Fire Rescue Department effective September 30, 2011 through September 30, 2013 based on the City of Palm Coast Fire Rescue Department adhering to the conditions noted below:

1. Provide EMS ALS non-transport (ALS engines) service on a twenty-four hour basis for the City of Palm Coast and within Flagler County when dispatched by the E911 Public Safety Answering Point in accordance with the legal standards cited above.
2. The first on scene EMS provider will assume responsibility for patient care until such care is transferred to another EMS provider. Transfer of patient care from the non-transport EMS provider to the transport EMS provider will begin in an effective and efficient manner upon arrival of the transporting crew.

\_\_\_\_\_  
Alan Peterson, Chairman



APPROVED BY THE FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS \_\_\_\_\_

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

**SUBJECT:** Appointments to the Contractor Review Board

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** The Contractor Review Board assists the Board of County Commissioners in administration of Ordinance 2007-10. The Contractor Review Board has the power and authority to discipline authorized or certified contractors when the parameters of the Ordinance are violated. There are 10 members on the Contractor Review Board, seven of which represent various licensed trades with the other three members representing consumers. There currently are four vacancies on this Board. These positions were advertised in the News-Tribune on July 9, 2011 (Attachment 1) and on the County's website, FlaglerCounty.org.

These vacancies are for four-year terms in the following categories: General, Building or Residential Contractor; Roofing Contractor; Electrical Contractor; and Consumer Member. The Board has received letters for reappointment from:

- 1) Mr. Luis Medeiros in the category of *General, Building or Residential Contractor* (Attachment 2). Mr. Medeiros has attended 9 of the 11 meetings in the last year;
- 2) Mr. Barry Martin in the category of *Roofing Contractor* (Attachment 3). Mr. Martin has attended 8 of the 11 meetings in the last year; and
- 3) Mr. William Dudley, Jr. in the category of *Electrical Contractor* (Attachment 4). Mr. Dudley has attended all of the 11 meetings in the last year.

There remains one vacancy in the category of *Consumer* as the current member does not wish to be reappointed. Staff will continue to advertise this position until filled.

Attached is the membership roster (Attachment 5) and attendance record (Attachment 6) for the Contractor Review Board.

**FUNDING INFORMATION:** N/A

**DEPT./CONTACT/PHONE #:** Christie Mayer / Exec. Admin. Assistant / 386-313-4040


**RECOMMENDATION:** Request the Board consider the reappointment of Mr. Luis Medeiros, Mr. Barry Martin, and Mr. William Dudley, Jr. in the respective categories. All individuals are registered voters and residents of Flagler County. Should other letters of interest be received prior to the meeting, they will be provided to the Board for consideration.

ATTACHMENTS:

1. Advertisement for Vacancies in the News-Tribune
2. Reappointment Letter from Mr. Luis Medeiros
3. Reappointment Letter from Mr. Barry Martin
4. Reappointment Letter from Mr. William Dudley, Jr.
5. Current Membership of the Contractor Review Board
6. Attendance Record for the Contractor Review Board



Christie L. Mayer  
Executive Administrative Assistant



Craig M. Coffey  
County Administrator

8/2/11  
Date

8 August 2011  
Date

Deputy County Admin.

<u>Initials</u>	<u>Date</u>
<u>CS</u>	<u>8-3-11</u>

0000944434

### 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.

**PLEASE RESPOND NO LATER THAN AUGUST 1, 2011 FOR CONSIDERATION.**

#### Affordable Housing Advisory Council

- 1 Member - Labor-Home Building Industry
- 1 Member - Employer in Flagler County

Meets the second Tuesday of the month at 8:30 a.m.

#### Contractor Review Board

- 1 Member - General Building or Residential Contractor
- 1 Member - Roofing Contractor
- 1 Member - Electrical Contractor
- 1 Member - Consumer

Meets the third Wednesday of the month at 5:00 p.m.

#### Tourist Development Council

- 1 Member - Involved in Tourist Industry

Meets the third Wednesday of the month at 9:00 a.m.

Applications are available at [www.FlaglerCounty.org](http://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



July 9, 2011

**Administration**  
1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)  
Phone: (386)313-4001  
Fax: (386)313-4101

July 1, 2011

Mr. Luis Medeiros  
New Coastal Homes  
P.O. Box 354461  
Palm Coast, FL 32135

Dear Mr. Medeiros:

Thank you for serving as a member of the Contractor Review Board. The time and effort you have put forth as part of this committee has been appreciated and not gone unnoticed.

You may be aware that your appointment as a member on the Contractor Review Board expires on August 20, 2011. We would, therefore, appreciate it if you could indicate in the space provided below if you wish the Board of County Commissioners to consider your reappointment on this committee. Please return this letter to my attention in the enclosed self-addressed envelope by August 1, 2011.

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 an upcoming meeting. We anticipate this to take place mid-August.

Thank you for your attention to this matter and for your membership on the Contractor Review Board.

Sincerely,


  
Christie L. Mayer, CPS/CAP  
Executive Administrative Assistant

Please consider my reappointment



I do not wish to be reappointed



  
Signature

**Administration**  
1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)  
Phone: (386)313-4001  
Fax: (386)313-4101

July 1, 2011

Mr. Barry Martin  
27 Magnolia St.  
Flagler Beach, FL 32136

Dear Mr. Martin:

Thank you for serving as a member of the Contractor Review Board. The time and effort you have put forth as part of this committee has been appreciated and not gone unnoticed.

You may be aware that your appointment as a member on the Contractor Review Board expires on August 20, 2011. We would, therefore, appreciate it if you could indicate in the space provided below if you wish the Board of County Commissioners to consider your reappointment on this committee. Please return this letter to my attention in the enclosed self-addressed envelope by August 1, 2011.

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 an upcoming meeting. We anticipate this to take place mid-August.

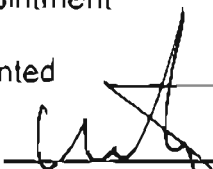
Thank you for your attention to this matter and for your membership on the Contractor Review Board.

Sincerely,

  
Christie L. Mayer, CPS/CAP  
Executive Administrative Assistant

Please consider my reappointment

I do not wish to be reappointed

  
\_\_\_\_\_  
Signature

**Administration**  
1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)  
Phone: (386)313-4001  
Fax: (386)313-4101

July 1, 2011

Mr. William F. Dudley, Jr.  
Palmetto Electric, Inc.  
975 Stone Lake Drive  
Ormond Beach, FL 32174

Dear Mr. Dudley:

Thank you for serving as a member of the Contractor Review Board. The time and effort you have put forth as part of this committee has been appreciated and not gone unnoticed.

You may be aware that your appointment as a member on the Contractor Review Board expires on August 20, 2011. We would, therefore, appreciate it if you could indicate in the space provided below if you wish the Board of County Commissioners to consider your reappointment on this committee. Please return this letter to my attention in the enclosed self-addressed envelope by August 1, 2011.

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 an upcoming meeting. We anticipate this to take place mid-August.

Thank you for your attention to this matter and for your membership on the Contractor Review Board.

Sincerely,

Christie L. Mayer, CPS/CAP  
Executive Administrative Assistant

Please consider my reappointment

I do not wish to be reappointed

Signature

# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



- Council:** Contractor Review Board
- Established:** Adopted July 23, 2007. Reference Flagler County Code (Ordinance 2007-10)
- Function:** The Contractor Review Board (the "Board") will assist in the proper administration of this Ordinance. The Board shall have the power and authority to discipline authorized or Certified contractors as set forth in Section 8-15 of this Ordinance.
- Membership:** 10 members total – 7 representing various licensed trades and 3 consumer members. The members shall not be elected officials or employees of Flagler County or its municipalities. Members shall serve without compensation.
- Terms:** 4 year terms. Contractor members must remain active throughout their term. Members appointed to fill vacancies caused by death, resignation, or removal shall serve the remainder of the unexpired term of their predecessors.
- Meeting Info:** 3<sup>rd</sup> Wednesday of the month at 5 p.m. in the BOCC Chambers at the Government Services Building in Bunnell
- Staff Liaison:** Ramona Zavacky, Licensing Manager; Gary Hiatt, Chief Building Official

## **MEMBER**

## **APPOINTMENT**

## **EXPIRATION**

### **Licensed General, Building, or Residential Contractor**

Luis Medeiros\*  
New Coastal Homes  
P.O. Box 354461  
Palm Coast, FL 32135  
Home 386/445-0070  
Cell 386/931-6577

08/20/07

08/20/11



## FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

### Licensed Roofing Contractor

Barry Martin	08/20/07	08/20/11
--------------	----------	----------

27 Magnolia St.  
Flagler Beach, FL 32136  
Home 386/439-0216  
Cell 386/931-0799  
Office 386/437-7700; Fax 386/437-7701  
Email: [groofing@cfl.rr.com](mailto:groofing@cfl.rr.com)

### Licensed Electrical Contractor

William F. Dudley, Jr.	08/20/07	08/20/11
Palmetto Electric, Inc.	08/20/10 (unexpired term)	08/20/11

975 Stone Lake Drive  
Ormond Beach, FL 32174  
Home 386/265-5074  
Cell 386/931-0853  
Work 386/437-3068; Fax 386/437-3079  
Email: [frank@palmettoelectricinc.com](mailto:frank@palmettoelectricinc.com)

### Licensed Mechanical or Air Conditioning Contractor

Theodore Johnson**	08/20/07 (initial)	
1331 N. Daytona Ave.	10/05/09	10/05/13

Flagler Beach, FL 32136  
Home 386/439-0926  
Cell 386/931-4523  
Email: [beachsideted@yahoo.com](mailto:beachsideted@yahoo.com)

### Licensed Plumbing Contractor

Glen Kehle	10/20/08	10/20/12
------------	----------	----------

PO Box 353511  
Palm Coast, FL 32135  
Home 386/597-7042  
Cell 386/931-4688  
Fax 386/437-8488  
Email: [kehleplumbing@bellsouth.net](mailto:kehleplumbing@bellsouth.net)

# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

## Licensed Swimming Pool/Spa Contractor

Roy C. Waldhauer, II    10/05/09    10/05/13  
4996 Palm Coast Pkwy    3/7/11 (unexpired term)  
Palm Coast, FL 32137  
Home 386/931-0184  
Cell 386/931-0184  
Office 386/446-5524; Fax 386/446-5107  
Email: [waldhauerpools@yahoo.com](mailto:waldhauerpools@yahoo.com)

## Licensed Engineer or Architect (4 yr. Term)

Joseph D. Pozzuoli    11/19/07    11/19/11  
11 Palmetto Avenue    05/16/11 (unexpired term)  
Flagler Beach, FL 32136  
Cell 954/448-2609  
Office 386/439-5650; Fax 386/439-5651  
Email: [joseph@jpaflorida.com](mailto:joseph@jpaflorida.com)

## Consumer Member #1

Jean (Jon) Douglas Sherwin    08/20/07    08/20/11  
51 Armand Beach Dr.  
Palm Coast, FL 32137  
Home 386/445-7028  
Cell 904/377-0871  
Fax 386/445-1268  
Email: [surewin@aol.com](mailto:surewin@aol.com)

## Consumer Member #2

Glenn Torre    11/05/07    11/05/11  
159 Catherine St.  
Bunnell, FL 32110  
Home 386/437-2156  
Cell 386/793-1067  
Office 386/445-2474  
Email: [Starman151@aol.com](mailto:Starman151@aol.com)

# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

**Consumer Member #3**

Sandra Mason

1601 N Central Ave # 801

Flagler Beach, Fl 32136

Home 386/439-7542

Cell 386/338-4514

Email: [beachsandra@mac.com](mailto:beachsandra@mac.com)

05/04/09

05/16/11

05/04/11

05/16/13

\*Chairman

\*\*Vice-Chairman

Dated: May 16, 2011

Page 4

**Flagler County Contractor Review Board  
Member Attendance Record  
Year 2010**

Member Name	1/27/10	2/17/10	3/17/10	4/21/10	5/19/10	6/16/10	7/20/10	8/18/10	9/23/10	10/20/10	11/17/10	12/15/10
Theodore Johnson **	X	A	X	X	X	X	A	X		X	A	X
Paul Just	X	X	A	A	X	A	X	X		X	A	A
Barry Martin	X	X	X	A	X	X	X	X		A	X	X
Luis Medeiros *	X	X	A	X	X	X	X	A		A	X	X
Jill Pond	X	X	X	X	X	A	X	X		X	X	X
Sandra Mason	X	X	X	X	X	X	X	X		A	A	A
Jon Sherwin	X	X	A	X	X	X	X	X		X	X	X
John Smith	X	X	X	A	X	X	X	X				
Glenn Torre	A	X	X	X	X	X	X	X		X	X	X
Glen Kehle	X	A	A	X	X	X	X	A		X	X	X
Frank Dudley										X	X	X

\*Chairman

\*\* Vice Chairman

X = Present

A = Absent

**Flagler County Contractor Review Board**  
**Member Attendance Record**  
**Year 2011**

Member Name	1/19/11	2/16/11	3/16/11	4/20/11	5/18/11	6/15/11	7/20/11	8/17/11	9/21/11	11/19/11
Theodore Johnson **	X	A	X	X	X	X	X			
Paul Just	A	A								
Barry Martin	X	X	X	A	A	X	X			
Luis Medeiros *	X	X	X	X	X	X	X			
Jill Pond	A	A								
Sandra Mason	X	X	X	X	A	X	A			
Jon Sherwin	X	A	A	X	A	X	X			
Glenn Torre	X	X	X	X	X	X	X			
Glen Kehle	A	X	X	X	A	X	X			
Frank Dudley	X	X	X	X	X	X	X			
Roy Waldhauer			X	X	A	X	X			
Joseph Pozzouli					X	A	X			

\*Chairman

\*\* Vice Chairman

X = Present

A = Absent

NA = Not Applicable

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

**SUBJECT:** Appointment to the Tourist Development Council

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** The purpose of the Tourist Development Council is to recommend to the Flagler County Board of County Commissioners expenditures of tourist development tax monies and to generally review and make recommendations on other aspects of tourism in the County. This council consists of nine members: Chairman or appointee of the Board of County Commissioners, two elected municipal officials (one from the most populous municipality in the County), three owners or operators of business subject to tourist development tax, and three individuals involved in tourist industry. The appointments are for 4 year terms.

There are two positions currently available on the Council. The first is the representative involved in the Tourist Industry. This position was advertised in the News-Tribune on July 9, 2011 (Attachment 1) and on the County's website, FlaglerCounty.org. The second vacancy is the Elected Municipal Official from the City of Flagler Beach.

The Board is in receipt of a letter requesting reappointment from Ms. Pamela Walker as the representative Involved in the Tourist Industry (Attachment 2). Ms. Walker has served on the Board of Trustees since 2007 and attended 10 of the last 11 Council meetings held in the last year (Attachment 3).

The Board is in receipt of a letter from the City of Flagler Beach reaffirming their desire to retain Commissioner Steve Settle as their representative to the TDC (Attachment 4).

The membership roster for this committee is also included for review (Attachment 5).

**FUNDING INFORMATION:** N/A

**DEPT./CONTACT/PHONE #:** Christie Mayer, CPS/CAP / County Administration / 313-4094

**RECOMMENDATION:** Request the Board consider the reappointment of Ms. Pamela Walker to the Tourist Development Council as the representative *Involved in the Tourist Industry* and Mr. Steve Settle as the representative from the City of Flagler Beach. Both individuals are registered voters and residents of Flagler County. Should other letters of

interest be received prior to the meeting, they will be provided to the Board for consideration.

**ATTACHMENTS:**

1. Advertisement for Vacancies in the News-Tribune
2. Letter of Reappointment from Ms. Pamela Walker
3. Tourist Development Council Attendance Record
4. Letter of Reappointment from the City of Flagler Beach
5. Current Membership of the Tourist Development Council

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

8/2/11  
Date

  
Craig M. Coffey  
County Administrator

8 August 2011  
Date

Deputy County Admin. SS 8-2-11

### **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.

**PLEASE RESPOND NO LATER THAN AUGUST 1, 2011  
FOR CONSIDERATION.**

#### **Affordable Housing Advisory Council**

1 Member - Labor-Home Building Industry

1 Member - Employer in Flagler County

Meets the second Tuesday of the month at 8:30 a.m.

#### **Contractor Review Board**

1 Member - General Building or Residential Contractor

1 Member - Roofing Contractor

1 Member - Electrical Contractor

1 Member - Consumer

Meets the third Wednesday of the month at 5:00 p.m.

#### **Tourist Development Council**

1 Member - Involved in Tourist Industry

Meets the third Wednesday of the month at 9:00 a.m.

Applications are available at [www.FlaglerCounty.org](http://www.FlaglerCounty.org)  
under Advisory Board Vacancies or by contacting:

Christie Mayer ([cmayer@flaglercounty.org](mailto: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

July 9, 2011



**Administration**  
1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



[www.flaglercounty.org](http://www.flaglercounty.org)  
Phone: (386)313-4001  
Fax: (386)313-4101

July 1, 2011

Ms. Pamela Walker  
80 Front Street  
Palm Coast, FL 32137

Dear Ms. Walker:

Thank you for serving as a member of the Tourist Development Council. The time and effort you have put forth as part of this committee has been appreciated and not gone unnoticed.

You may be aware that your appointment as a member on the Tourist Development Council expires on August 20, 2011. We would, therefore, appreciate it if you could indicate in the space provided below if you wish the Board of County Commissioners to consider your reappointment on this committee. Please return this letter to my attention in the enclosed self-addressed envelope by August 1, 2011.

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 an upcoming meeting. We anticipate this to take place mid-August.

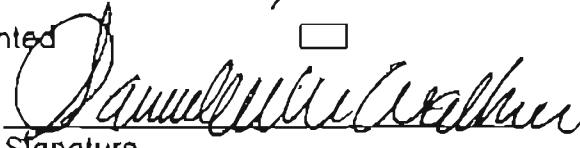
Thank you for your attention to this matter and for your membership on the Tourist Development Council.

Sincerely,

  
Christie L. Mayer, CPS/CAP  
Executive Administrative Assistant

Please consider my reappointment

I do not wish to be reappointed

  
Signature

FY10-11 TDC ATTENDANCE SHEET

Tourist Development Council	Chair Millissa Holland	Commissioner Ron Vath	Commissioner Steve Settle	Councilwoman Mary Distefano	Jeff Conner	Bob DeVore	Linda Mitchell	Pamela Walker	Andrew Blair	Tom Grimes	
20-Oct-10	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Vath
17-Nov-10	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	Vath
15-Dec-10	✓	✓	✓	✓	✓	A	✓	✓	✓	✓	Vath
19-Jan-11	✓	✓	✓	✓	✓	✓	A	✓	A	✓	Vath
16-Feb-11	✓	✓	A	✓	✓	✓	✓	A	✓	✓	Vath
16-Mar-11	✓	✓	✓	✓	✓	A	A	✓	✓	✓	Settle
20-Apr-11	✓	✓	✓	A	✓	✓	✓	✓	✓	A	
18-May-11	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
15-Jun-11	✓	✓	A	✓	A	A	✓	✓	A	✓	
20-Jul-11	✓	✓	✓	✓	✓	✓	A	✓	A	✓	
17-Aug-11											
21-Sep-11											

Tourist Development Council	Chair Millissa Holland	Commissioner Ron Vath	Councilwoman Mary DiStefano	Barry Griffin	John Siebel	Bob DeVore	Linda Mitchell	Pamela Walker	Andrew Blair	Tom Grimes
21-Oct-09	✓	✓	✓	A	✓	✓	A	✓	✓	X
11/18/2009 MEETING CANCELLED			LACK OF QUORUM							
16-Dec-09	✓	✓	✓	A	✓	✓	✓	✓	A	X
20-Jan-10	✓	A	✓	Resigned 12/21/09	✓	✓	✓	✓	✓	X
17-Feb-10	✓	✓	✓	Resigned 12/21/09	✓	✓	✓	✓	A	X
17-Mar-10	✓	✓	A	Resigned 12/21/09	✓	✓	A	✓	✓	✓
21-Apr-10	A	✓	✓	Resigned 12/21/09	A	✓	✓	✓	✓	✓
19-May-10	✓	✓	✓	Resigned 12/21/09	✓	✓	✓	✓	✓	✓
16-Jun-10	✓	✓	✓	Resigned 12/21/09	✓	A	✓	✓	A	✓
21-Jul-10	✓	✓	✓	Resigned 12/21/09	✓	✓	✓	✓	✓	A
18-Aug-10	✓	A	✓	Resigned 12/21/09	Resigned 7/21/2010	✓	✓	✓	✓	✓
15-Sep-10				Resigned 12/21/09						



# City of Flagler Beach

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P.O. Box 70 • 105 South 2nd Street  
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

RECEIVED

JUL 21 REC'D

COUNTY ADMINISTRATOR  
FLAGLER COUNTY, FLORIDA

July 20, 2011

Ms. Christie L. Mayer, CPS/CAP  
Executive Administrative Assistant  
Flagler County Administration  
1769 E. Moody Boulevard Building 2  
Bunnell, Florida 32110

RE: Your letter of July 6, 2011 to Mayor Baker

Dear Christie:

You requested to know the desire of the City Commission regarding representation/appointment to the Tourist Development Board. The City Commission at their meeting on July 14, 2011 reaffirmed their desire to retain Commissioner Steve Settle as the City representative to the Tourist Development Board. Please contact me should you have any questions.

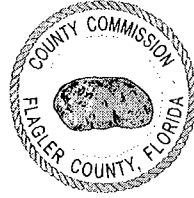
Sincerely,

Penny Overstreet, CMC  
City Clerk

CC: Flagler Beach Elected Officials  
Bruce Campbell, Acting City Manager  
Craig Coffey, County Administrator

ATTACHMENT 4

# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



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<b><u>Council:</u></b>	Tourist Development Council
<b><u>Established:</u></b>	Flagler County Code Section 19-49, pursuant to Section 25.0104, Florida Statutes.
<b><u>Function:</u></b>	To recommend to the Board expenditures of tourist development tax monies and to generally review and make recommendations on other aspects of tourism in the County.
<b><u>Membership:</u></b>	Consists of 9 members - Chairman of the Board of County Commissioners, 2 elected municipal officials (1 from the most populous municipality in the County), 3 owners or operators of business subject to tourist development tax, and 3 involved in tourist industry.
<b><u>Appointment Terms:</u></b>	Appointed for 4 year terms.
<b><u>Meeting Info.:</u></b>	Meetings are held on the 3rd Wednesday of the month at 9 a.m. in the Main Board Room of the Government Services Building
<b><u>Staff Liaison:</u></b>	Susan Rosonina, Financial Services

<b><u>MEMBER</u></b>	<b><u>APPOINTMENT</u></b>	<b><u>EXPIRATION</u></b>
<b>Chair Milissa Holland*</b> Flagler Co. Board of Co. Commissioners 1769 E. Moody Blvd. Bunnell, FL 32110 206-6065 county cell <a href="mailto:mholland@flaglercounty.org">mholland@flaglercounty.org</a>	11/2010	11/2011
<b>Commissioner Steve Settle (a)</b> City of Flagler Beach 279 Ocean Palm Drive Flagler Beach, Florida 32136 439-6896 <a href="mailto:settle2010@gmail.com">settle2010@gmail.com</a>	8/20/07 (replaced Ron Vath 03/11)	08/20/11

# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

**Councilwoman Mary DiStefano (a)**      10/21/08      12/17/11  
City of Palm Coast  
160 Cypress Point Pkwy  
Suite B106  
Palm Coast, FL 32164  
446-5780  
[mdistefano@ci.palm-coast.fl.us](mailto:mdistefano@ci.palm-coast.fl.us)

**Andrew Blair (b)**      11/19/07      11/19/11  
Hammock Beach Resort  
200 Ocean Center Drive  
Palm Coast, FL 32137  
338-1767  
[ablair@hammockbeach.com](mailto:ablair@hammockbeach.com)

**Jeff Conner (b)**      01/22/08      01/22/12  
33 Raemond Lane  
Palm Coast, FL 32164  
846-6235 cell  
[Bulow\\_GM@equitylifestyle.com](mailto:Bulow_GM@equitylifestyle.com)

**Tom Grimes (b)**      03/01/10      03/01/14  
Hilton Garden Inn Palm Coast  
55 Town Center Boulevard  
Palm Coast, FL 32164  
586-2463 work  
864-7687 home  
290-7356 cell  
586-2464 fax  
[Tom.Grimes@LionHotelGroup.com](mailto:Tom.Grimes@LionHotelGroup.com)

**Pamela Walker (c)**      08/20/07      08/20/11  
80 Front Street  
Palm Coast, FL 32137  
246-9637 home  
742-1334 home Office  
597-3717 cell  
951-1942 fax  
[pliwalker@earthlink.net](mailto:pliwalker@earthlink.net)

**Linda A. Mitchell, CHRM (c)**      01/12/04      1/22/12  
Revenue/Yield Analyst  
12 Woodfair Lane  
Palm Coast, Florida 32164  
447-5381 home  
569-4256 cell  
[lmitch1051@aol.com](mailto:lmitch1051@aol.com)

# FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

**Bob DeVore (c)**

Lowe Destination Development

4 Old Kings Road

Palm Coast, Florida 32137

447-1902

[bdevore@loweenterprises.com](mailto:bdevore@loweenterprises.com)

11/03/03 (initial)

11/19/07

11/19/11

**\* Chair**

- (a) Elected municipal officials (serve at the discretion of the municipality)
- (b) Owners or operators subject to Tourist Development tax
- (c) Involved in the tourist industry only.

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

**SUBJECT:** FY 2012 State Aid to Libraries Grant Agreement in the Amount of \$26,408.00.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** The State Aid to Libraries Grant is an annual program administered by the Florida Department of State, Division of Library and Information Services. State Aid is an incentive program designed to assist qualifying counties in providing adequate library services. The State Aid to Libraries Grant Agreement becomes effective upon receipt and signature by the authorizing agency in Tallahassee. Funds are dispersed in two equal installments during the fiscal year. No matching funds are required. The amount allocated each year to Flagler County is based on the amount of local funds expended in support of library services during the second preceding fiscal year (2-years prior). The State Legislature determines the level of funding each year for the State Aid to Libraries Program. Flagler County will receive an estimated \$26,408.00 during FY 2012.

**FUNDING INFORMATION:** General Fund

**DEPT./CONTACT/PHONE #:** Holly W. Albanese, Director, 386-446-6763, ext. 3.

**RECOMMENDATIONS:** Request the Board approve and authorize Chairman to execute the FY 2012 State Aid Application and the State Aid to Libraries Grant Agreement.

**ATTACHMENTS:**

1. State Aid to Libraries Grant Agreement (2 originals)
2. FY 2011-2012 State Aid to Libraries Grant Application Form SA01
3. FY 2011-2012 State Aid Estimates
4. State Aid to Libraries Required Documents Checklist



Holly W. Albanese  
Library Director

8/3/11  
Date



Craig Coffey  
County Administrator

9 August 2011  
Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
<u>CS</u>	<u>8-3-11</u>
<u>CS</u>	<u>8-5-11</u>
<u>BT</u>	<u>      </u>



**Florida Department of State, Division of Library and Information Services  
STATE AID TO LIBRARIES GRANT AGREEMENT**

The Applicant (Grantee) Flagler County Board of County Commissioners  
(Name of library governing body)

Governing body for Flagler County Public Library  
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

- a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the Legislature, the judicial branch, or any state agency.
- b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.
- c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.
- d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
- e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, *Florida Statutes*; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

In connection with the audit requirements addressed in part e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), *Rules of the Auditor General*.

If the Grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, *Florida Statutes*, (the Florida Single Audit Act) and related documents may be found at <https://apps.fldfs.com/fsaa/>.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Office of Inspector General  
Florida Department of State  
R.A. Gray Building, Room 114A  
500 South Bronough Street  
Tallahassee, FL 32399-0250

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

- f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, grants shall be reduced in accordance with Section 257.195, *Florida Statutes*.

- b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.
- c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Chief Financial Officer upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

- a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.
- b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken. If any matter arising out of this Contract becomes the subject of litigation, venue shall be in Leon County.
- d. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.
- f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.
- g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants, or employees; nor shall the Grantee exclude liability for its own acts, omissions to act, or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.
- h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

- i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.
- j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
- k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to Section 20.60, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
- l. This agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.
- m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

**THE APPLICANT/GRANTEE**

\_\_\_\_\_  
Chair of Governing Body or  
Chief Executive Officer

Alan Peterson, Chairman  
Typed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Chief Financial Officer

Gail Wadsworth, Clerk of Court  
Typed Name and Title of Official

\_\_\_\_\_  
Date

**THE DIVISION**

\_\_\_\_\_  
Florida Department of State  
Division of Library and Information Services

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Witness

\_\_\_\_\_  
Division Witness



Library Name: Flagler County Public Library

**1B Certification of Local Operating Appropriations for New Libraries**

*(Complete this section only if the applicant is a newly established public library in the first two years of operation.)*

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2011 and ending September 30, 2012 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

**Total local funds appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2011 and September 30, 2012.**

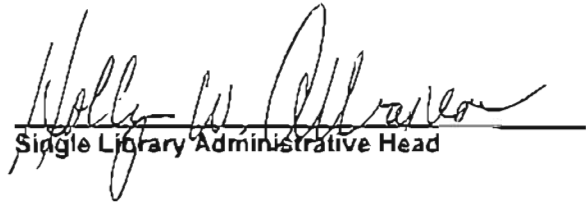
**\$ Not Applicable**

**SIGNATURES:**

  
Library Finance Manager

Jennifer L. Barker  
Typed Name

7/25/11  
Date

  
Single Library Administrative Head

Holly W. Albanese  
Typed Name

7/27/11  
Date

FLORIDA DEPARTMENT OF STATE  
DIVISION OF LIBRARY AND INFORMATION SERVICES

EXPENDITURE OR APPROPRIATION REPORT  
Form DLIS/SA01

Library Name: Flagler County Public Library

Check Applicable

Expenditure Report - October 1, 2009 - September 30, 2010

Appropriation Report - October 1, 2011 - September 30, 2012

*(Provide appropriation only if the applicant is a newly established public library in the first two years of operation.)*

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personnel Services	750,291	26,379			776,670
30 Operating Expenses	121,972				121,972
60 Capital Outlay (Non-Fixed)	187,889				187,889
Other					
Total for the operation & maintenance of the library	<b>1,060,152</b> <i>(Record this amount on page 1)</i>	26,379			1,086,531

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					
---	--	--	--	--	--



## State Aid Estimates

	2010-2011 Final Grants Appropriation of \$21,253,978			2011-2012 Estimated Grants Appropriation of \$21,300,000		
	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION
ALACHUA	328,880	0	328,880	384,708	0	384,708
BAKER	3,202	45,663	48,865	3,502	45,907	49,408
BAY	47,877	0	47,877	53,124	0	53,124
BRADFORD	10,341	294,407	304,748	11,526	301,668	313,194
BREVARD	426,486	0	426,486	346,547	0	346,547
BROWARD	1,473,369	0	1,473,369	1,491,288	0	1,491,288
CALHOUN	4,434	127,652	132,086	5,650	149,535	155,185
CHARLOTTE	76,085	0	76,085	77,638	0	77,638
CITRUS	75,739	0	75,739	92,652	0	92,652
CLAY	72,489	456,648	529,137	65,469	0	65,469
COLLIER	204,627	0	204,627	187,396	0	187,396
COLUMBIA	21,386	572,676	594,063	18,909	238,055	256,965
DESOTO	4,431	62,093	66,524	6,985	89,990	96,975
DIXIE	3,117	44,697	47,814	3,823	50,407	54,231
DUVAL	834,493	0	834,493	1,035,657	0	1,035,657
ESCAMBIA	112,873	0	112,873	119,823	0	119,823
FLAGLER	24,918	0	24,918	26,408	0	26,408
FRANKLIN	4,215	57,574	61,789	4,151	52,122	56,273
GADSDEN	10,316	289,769	300,085	11,377	293,794	305,171
GILCHRIST	2,387	34,126	36,513	2,848	37,435	40,282
GLADES	1,683	24,104	25,787	1,579	20,785	22,364
GULF	3,199	44,517	47,716	3,283	42,003	45,286
HAMILTON	5,996	171,261	177,257	6,988	183,489	190,477
HARDEE	2,851	39,918	42,770	3,771	48,537	52,309
HENDRY	8,954	123,714	132,668	7,880	100,092	107,972
HERNANDO	55,701	572,676	628,377	47,695	512,385	560,080
HIGHLANDS	21,710	277,832	299,543	18,220	214,359	232,579
HILLSBOROUGH	1,022,250	0	1,022,250	947,788	0	947,788
HOLMES	2,348	33,766	36,115	2,854	37,732	40,587
INDIAN RIVER	118,924	0	118,924	111,272	0	111,272
JACKSON	9,239	129,688	138,928	7,520	97,035	104,554
JEFFERSON	4,526	129,786	134,312	4,289	113,063	117,352
LAFAYETTE	1,162	16,788	17,950	3,695	98,127	101,822
LAKE	177,047	0	177,047	179,171	0	179,171
LEE	588,346	0	588,346	592,802	0	592,802
LEON	134,266	0	134,266	149,389	0	149,389
LEVY	5,233	72,808	78,041	6,003	76,790	82,794
LIBERTY	1,643	47,471	49,114	1,789	47,530	49,320
MADISON	8,277	236,697	244,974	7,621	200,357	207,978
MANATEE	167,602	0	167,602	166,280	0	166,280
MARION	154,156	0	154,156	175,673	0	175,673
MARTIN	69,825	0	69,825	78,494	0	78,494
MIAMI-DADE	1,655,349	0	1,655,349	1,950,791	0	1,950,791
MONROE	52,536	0	52,536	61,207	0	61,207
NASSAU	20,454	104,143	124,597	26,377	0	26,377
OKALOOSA	75,571	0	75,571	85,635	0	85,635
OKEECHOBEE	8,422	116,944	125,366	9,112	116,324	125,436
ORANGE	817,196	0	817,196	845,329	0	845,329
OSCEOLA	183,242	0	183,242	201,803	0	201,803
PALM BEACH	860,305	0	860,305	1,004,453	0	1,004,453
PASCO	149,611	0	149,611	153,810	0	153,810

## State Aid Estimates

	2010-2011 Final Grants Appropriation of \$21,253,978			2011-2012 Estimated Grants Appropriation of \$21,300,000		
	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION
PINELLAS	640,008	0	640,008	688,539	0	688,539
POLK	217,328	0	217,328	251,713	0	251,713
PUTNAM	12,410	164,507	176,917	14,109	171,943	186,052
SAINT JOHNS	111,640	0	111,640	113,738	0	113,738
SAINT LUCIE	95,771	0	95,771	93,233	0	93,233
SANTA ROSA	29,560	349,940	379,499	35,779	389,399	425,178
SARASOTA	214,129	0	214,129	234,055	0	234,055
SEMINOLE	133,669	0	133,669	146,217	0	146,217
SUMTER	32,913	413,528	446,441	35,462	409,615	445,077
SUWANNEE	19,383	543,147	562,530	23,683	590,893	614,576
TAYLOR	5,530	77,953	83,483	5,077	65,800	70,878
UNION	2,357	68,093	70,451	3,283	87,179	90,462
VOLUSIA	343,103	0	343,103	384,434	0	384,434
WAKULLA	5,904	83,115	89,019	6,398	82,803	89,201
WALTON	18,874	0	18,874	17,537	0	17,537
WASHINGTON	4,820	68,461	73,281	5,842	76,293	82,135
ALTAMONTE SPRINGS	7,630		7,630	8,579		8,579
BOYNTON BEACH	54,902		54,902	56,431		56,431
DELRAY BEACH	43,640		43,640	48,886		48,886
FORT MYERS BEACH	15,220		15,220	18,151		18,151
HIALEAH	39,049		39,049	39,143		39,143
INDIAN ROCKS BEACH	1,956		1,956	1,913		1,913
LAKE PARK	7,501		7,501	7,167		7,167
LAKE WORTH	12,069		12,069	13,080		13,080
LANTANA	3,815		3,815	4,144		4,144
LIGHTHOUSE POINT	8,175		8,175	9,641		9,641
MAITLAND	15,382		15,382	15,583		15,583
NEW PORT RICHEY	17,483		17,483	18,886		18,886
NORTH MIAMI	20,293		20,293	30,144		30,144
NORTH MIAMI BEACH	15,999		15,999	17,226		17,226
NORTH PALM BEACH	16,594		16,594	15,900		15,900
OAKLAND PARK	13,321		13,321	11,955		11,955
PALM SPRINGS	13,734		13,734	15,851		15,851
RIVIERA BEACH	11,690		11,690	14,070		14,070
SANIBEL	36,512		36,512	38,427		38,427
WEST PALM BEACH	105,489		105,489	118,350		118,350
WILTON MANORS	11,808		11,808	12,870		12,870
WINTER PARK	60,738		60,738	65,024		65,024
Subtotal	12,549,684	5,896,166	18,445,849	13,452,576	5,041,450	18,494,025



## State Aid Estimates

	2010-2011 Final Grants Appropriation of \$21,253,978			2011-2012 Estimated Grants Appropriation of \$21,300,000		
	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION	OPERATING GRANT	EQUALIZATION GRANT	TOTAL GRANT: OPERATING AND EQUALIZATION
<b>Multicounty</b>						
HEARTLAND	450,000			450,000		
NEW RIVER	321,553			323,415		
NORTHWEST REGIONAL	350,000			350,000		
PAL PUBLIC LIBRARY COOPERATIVE	350,000			350,000		
PANHANDLE PUBLIC LIBRARY COOPERATIVE	390,678			381,507		
SUWANNEE RIVER REGIONAL	350,000			350,000		
THREE RIVERS REGIONAL	279,996			291,563		
WILDERNESS COAST	315,902			309,489		
<b>Subtotal</b>	<b>2,808,129</b>			<b>2,805,975</b>		
<b>Total</b>	<b>21,253,978</b>			<b>21,300,000</b>		

The FY 2011-2012 estimates were based on local expenditures for FY 2009-2010 provided in the December 2010 State Aid application.

Grant amounts and eligibility for Equalization grants **will change** after the certified expenditures are received in October 2011.

In FY 2011-2012, two libraries will have completed their phase-out of Equalization grant program. The determination of whether any additional libraries will enter the phase-out period will be made after October 2011.

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF LIBRARY AND INFORMATION SERVICES**

**STATE AID TO LIBRARIES  
REQUIRED DOCUMENTS CHECKLIST  
Form DLIS/SA05**

**Submit by October 1, 2011 (postmark)**

**Library Name:** Flagler County Public Library

Submit only those documents that have changed in the past year or that have not been filed before. If a document is already on file with the Division and is still current, do not submit a second copy.

Document	Document Attached	On File with Division	Not Applicable
1. Application Form – Form DLIS/SA01 or DLIS/SA02.	X		
2. Designation of the Single Library Administrative Unit.		X	
3. Designation of a Governing Body.		X	
4. Interlocal Agreements or Contracts.			X
5. Verification of Governing Body Authority.		X	
6. Position Description of the Single Administrative Head.		X	
7. Certification of Credentials - Single Administrative Head - Form DLIS/SA03.		X	
8. Schedule of Library Hours.		X	
9. Long-Range Plan.	X		
10. Interlocal Agreements.		X	
11. Verification of Reciprocal Borrowing.			X
12. Verification of Joint Planning.			X
13. Financial Audit.		X	
14. Two Grant Agreements.	X		

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

**SUBJECT:** FY 2012-2015 Flagler County Public Library Long Range Service Plan.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** The State Aid to Libraries Grant is an annual program administered by the Florida Department of State, Division of Library and Information Services. State Aid is an incentive program designed to assist qualifying counties in providing adequate library services. This year the State Aid to Libraries Grant Application Part I, to be submitted by October 1, 2011, requires inclusion of an updated Long Range Service Plan. This document, as adopted by the Library Board of Trustees in June 2011, includes the goals, objectives and activities that will be supported for three years.

The implementation of goals and objectives is subject to funding appropriated by the Flagler County Board of County Commissioners during the regular budget process or via grant money. Approval of this plan does not commit future Boards to the expenditure of funds. This plan serves only to guide and facilitate the development of library services.

**FUNDING INFORMATION:** N/A

**DEPT./CONTACT/PHONE #:** Holly W. Albanese, Director, 386-446-6763 option 3.

**RECOMMENDATIONS:** Request the Board adopt the Flagler County Public Library Long Range Service Plan 2012-2015.

**ATTACHMENTS:**

1. 2012-2015 Long Range Service Plan
2. Minutes Library Board of Trustees June 6, 2011

*Holly W. Albanese /cm*  
Holly W. Albanese, Library Director

*7/28/11*  
Date

*Craig M. Coffey*  
Craig M. Coffey, County Administrator

*8 Aug 2011*  
Date

Deputy County Admin.  
Dept Head  
Financial Services

Initials	Date
<i>SS</i>	<i>8-2-11</i>
<i>MM</i>	<i>8-2-11</i>
<i>WJA</i>	_____

**Flagler County Public Library**  
**Long Range Service Plan**  
**FY 2012 – 2015**



*Approved by the Library Board of Trustees – June 6, 2011*

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*Flagler County Public Library*  
Long Range Service Plan  
FY 2012 – 2015

*Introduction*

The purpose of this document is to set forth a plan for the development of library services to meet the needs of the Flagler County community during the period FY 2012 through 2015. This **Long Range Service Plan** presents goals, objectives and action plans that will enable the Flagler County Public Library to develop library services that will meet the needs of the community, including administrative, collections, public services, technology, branch / outreach services, personnel, technical services, and the physical facility. The goals of the planning process include setting forth a detailed service plan for the next three years, creating a greater awareness in the community of the library's mission, and developing a strategic plan in compliance with state regulations.

This planning process, developed by Sandra Nelson for the Public Library Association and detailed in the publication The New Planning for Results: A Streamlined Approach, creates a framework for looking at both the community and the library. Excellence in the provision of services is achieved only when they reflect community needs, interests, and priorities. Therefore, Flagler County Public Library and its services are based on the needs of Flagler County citizens and visitors. The 2007 Public Library Service Responses developed by June Garcia and Sandra Nelson was used in conjunction with the above planning process to identify priorities. Input for the planning process was obtained through analysis of demographic trends, staff input on the development of services, study of the "best practices" from comparable libraries, and most importantly surveys, and suggestions from the public who use the library system. The **Long Range Service Plan** was developed and written by library staff.

A revision of the **Long Range Service Plan** using this same approach will be conducted during FY 2015. This will include input from different constituencies and segments of the population and a thorough study of the Flagler County community and a review of the vision as set by local government. The plan will detail the development of public library services in Flagler County for the period 2016-2019 and will replace and carry into the future the current **Long Range Service Plan**.



## *County Profile*

Located on Florida's northeast coast between St. Johns and Volusia counties, Flagler County encompasses 485 square miles. Flagler is bordered on the east by twenty miles of Atlantic Ocean coastline. Its largely unspoiled coastline and the county's commitment to preservation of the environment attract people to the area. Flagler County was the fastest growing county in the nation from 2004-2006 and during this time period the population increased significantly. As a result of this increase the population rose from 49,832 in 2000 to 89,075 in 2006, which was an overall change of 66.7%. Currently, according to the 2010 Decennial U.S. Census, Flagler County has a population of 95,696.

At the close of the Seminole Wars in 1842, the area of the present Flagler County was virtually uninhabited. Hardy pioneers began to trickle in from the north seeking land and economic opportunity promised by early land developers. Many other pioneers were of African-American origin, escaped from slavery or newly freed. Agriculture sustained the sparsely settled community with timber, turpentine, cattle, citrus, potatoes and cabbage predominating. Flagler County did not become a county until July 1, 1917. The county remained rural and sparsely populated during the first half of the 20<sup>th</sup> century.

In 1968 a new era began as ITT (International Telephone and Telegraph Corp.) chose the area for a new planned retirement community named Palm Coast. This brought a large influx of retirees from the country's northeast and Midwest as well as Europe. In September 1999, the citizenry of Palm Coast voted overwhelmingly by a margin of two to one to incorporate as a council/manager form of government. On December 31, 1999, the City of Palm Coast was officially incorporated. Today the City of Palm Coast accounts for almost 75,180 of the County's 95,696 citizens.

While Palm Coast is the major population center, other areas of the county are experiencing changes in population. These include Bunnell, the county seat with a population of 2,676; Flagler Beach, a beachfront community with a population of 4,484; Beverly Beach with a population of 338; Marineland with a population of 16; and the unincorporated areas with a total population of 13,002. Flagler Beach maintains a small municipal library for its citizens.

The community that comprises Flagler County today is richly diverse both culturally and ethnically. The economic composition of the county ranges from the extremely affluent, living predominantly in gated communities or near the Atlantic Ocean, to families living below the poverty line in various areas of the county. Between these extremes there are a large number of retiree and working class families. Recent immigrants from Russia comprise another subset of families. A recent demographic study conducted by the University of Florida demonstrated a change in the ratio of retirees to working age adults and children. The younger age groups now comprise an increasingly larger proportion of residents. This is a trend that is expected to continue in the coming years. According to new figures released from the 2010 U.S. Census, 25%

of Flagler's population is comprised of seniors 65 years of age and above, 21% children through the age of 18, and 54% adults 19 – 64 years of age.

In the last couple of years, with the economic downturn and the housing crisis, Flagler County's population growth has been mostly stagnant. As a result of this crisis, Flagler County held the highest unemployment rate in the State of Florida mainly due to the large number of job losses in the construction industry. Housing costs continue to be below those for Florida in general, but many residents that live in Flagler County must commute to jobs in nearby counties such as Volusia, St. Johns, and Duval. The median income in 2008 was \$45,674 per household; \$52,831 per family; and \$31,741 per capita.

Flagler County schools are considered to be very good, which is an attraction for many people. There are twelve schools in Flagler County including three Charter schools. Flagler County is also home to a satellite campus for Daytona State College. This campus does not maintain a library so the students either use the Flagler County Public Library or travel to the main campus in Daytona Beach.

As the economy and housing market recover, with good schools, a low tax rate, and a fine climate, there is little doubt that the population will continue to increase and Flagler County will thrive.

## *Library Profile*

The Flagler County Public Library was established as a department of County government in 1987 and began to receive funding from the County. Until that time, the library was volunteer-driven and funded by donations and membership in Friends of the Library. In 1980, the Palm Coast Library opened in a storefront shared with Daytona Beach Community College. At this time, ITT donated a piece of land in the Palm Harbor Shopping Village, a center of the community. Grant funding helped enable a small library to be built. This facility, which opened in 1983, was staffed entirely by volunteers. After the library became a county department, the building was expanded to 5,600 sq. ft. and continued to serve as the Flagler County Public Library until the new 30,000 sq. ft. facility was opened in January of 2000.

In 1996 a Public Library Construction Grant Application was submitted to the State Library, and a \$400,000 construction grant was awarded in August of 1997 to help fund construction of the new facility. Groundbreaking was held on October 19, 1998. Flagler County citizens were eagerly awaiting a new, larger library and this was the first public building that the county had constructed in many years, so interest in the project was high during the planning, design and construction phases.

Since opening on January 12, 2000 the new 30,000 square foot Flagler County Public Library has had a significant impact on the community. The library is centrally located in Palm Coast where an estimated 75,000 of the County's 95,696 citizens live. Designed by Harvard, Jolly, Clees, Toppe, Architects of Orlando and St. Petersburg, the facility is simple and open in design. The layout is highly functional and flexible, making it possible to accommodate developing collections and service needs. A large clerestory in the central portion of the building and numerous windows give a sense of light and space. Light oak furniture and shelving add to the clean, open look. The building was designed to give the impression of bringing the outdoors inside the structure. Cool greens and blues are the predominant fabric colors, thus adding to this impression. The building takes good advantage of its nineteen acre, wooded site. A bank of windows runs along the entire rear of the building giving patrons views of trees and shrubs. In 2001, the Friends of the Library funded construction of a gazebo located at the rear of the building. A pathway with inscribed bricks (sold to fund the gazebo) leads from the library to the gazebo. The gazebo is a place for quiet reading and the presentation of children's programs, poetry readings, etc.

On February 23, 2004 the Bunnell Branch of the Flagler County Public Library opened its doors in a small commercial building located at 103 East Moody Boulevard. The branch was established as a result of the law collection being moved out of the courthouse and the need for staff to maintain and allow for accessibility to the collection. The library was also looking to expand into underserved areas of the county and this opportunity presented an optimum solution. There is approximately 3,000 sq. ft. in the Bunnell Branch, which houses a collection of fiction, non-fiction, reference, some Flagler County historical reference documents, children's, and the law collection. It does not

have as large a collection as the Main Library but the staff is able to bring items over from the Main Library at the request of patrons. The law collection is available to serve the legal community and the public. The collection contains major Florida primary legal resources and some federal resources. In addition to the collection, the Bunnell Branch also has three computers with internet access and Microsoft applications. Printing and photocopying services are available for public use at both facilities.

In the past two years the Main Library has added approximately a dozen shelving units in the adult, teen and children's department. With the addition of the new shelving, the Flagler County Public Library now has enough shelf space to accommodate more than 140,000 items. This space enables the development of responsive collections in a variety of formats that will meet the needs of library users in the years ahead. Currently, there are some 106,000 titles and 142,000 items in the collections.

The library is the central hub of the community and integral part of quality of life. The meeting room and three study rooms located at the Main Library provide free meeting space for non-profit community groups. This past year more than 100 organizations and local individuals have utilized the library meeting room and study rooms. The small study rooms are used for such activities as literacy tutoring, bereavement counseling, individual and group study, as well as other small meetings.

Use of the Flagler County Public Library has remained high with the economic downturn and high unemployment. In FY 2010 a total of 479,294 collection items were circulated with more than 407,000 visits to the library. Also during FY 2010, some 5,815 persons registered for a library card and now 42,065 people have active library cards (cards unused or expired are purged from the automated system every three years). In 2002 the Board of County Commissioners approved a reciprocal borrowing agreement with Volusia County and in 2009 with St. John's County. These agreements allow sharing of collections between and among the residents of each county.

A seven member Library Board of Trustees, which is charged by county ordinance with determining policy, is the governing board for the library.

The Friends of the Library of Flagler County, which has over 1,100 active members, is an extremely strong and influential support group. The Friends generously fund many diverse "enhancements" that enable residents and visitors to have access to greatly improved services. The Friends Executive Board, the governing group for the Friends of the Library for Flagler County, meets monthly to conduct the business of the organization. Friends support takes many forms, including funding collection additions, technology and funding professional performers for children during the Summer Reading Program and at other special events. The Friends group is very active in providing a diverse range of programs to the community.

The Board of County Commissioners, County Administrator, and the entire county staff continue to be very supportive of the library.

The library began as a volunteer endeavor and volunteers continue to play a vital role in providing services. During FY 2010, some 150 volunteers contributed 14,592 service hours (an equivalent of 7.00 full-time employees). Since the library staff consists of 16.5 persons, the volunteers are important in assisting staff to provide essential services and carry out many worthwhile special projects such as the Oral History and Veterans Project. The library web site [www.flaglerlibrary.org](http://www.flaglerlibrary.org) and the county web site [www.flaglercounty.org](http://www.flaglercounty.org) were originally created by a library volunteer. These volunteer activities have provided many benefits to the library in terms of recognition and support from other county departments. Certainly it would not be possible to offer the same level of library services without the strong support of the volunteers.

## Emerging Trends

Before developing a long range plan, it was essential to think about the entire county including the underserved areas, demographic changes, and other changes as a result of a poor economic climate. These changes and their potential impact to the delivery of library service needed to be taken into consideration when identifying key trends. The key trends identified are as follows:

- Dramatic population growth in Flagler County from 2004-2006 continues to strain the ability of the library system to keep up with demands of the community due to budget constraints.
- As more families move into the county changing the demographics, the need for varied services and expectations for accessible library services continues to grow in a climate of declining budgets.
- As a result of high unemployment and few job opportunities within the county an increasing number of Flagler County's work force must commute to neighboring counties. The unemployed individuals are faced with the time consuming task of searching for jobs and filling out applications, while those in the work force have little free time for use of the library for education or entertainment. As a result, people are looking for services that are fast and convenient.
- As the population ages there is an increase in the number of individuals with various physical disabilities requiring special services, particularly those that are home bound or immobile.
- Libraries face increased competition from other organizations, businesses and online services that provide information and reading materials in a world where many people think they can get everything they need on the Internet.
- Today's population has different expectations for library service. People expect libraries to be more social, to have cafes, and to be places where they can meet members of the community.
- There is a growing need for access to computers as well as training to use computers. Today many government offices have closed their doors, placing an un-mandated burden on the public libraries to not only supply Internet access but to assist patrons in filling out forms without prior training. This new service is known as E-Government.

- People expect more technology formats, faster access to books on CD, DVDs, e-books, playaways, and more databases on the web as well as staff that can provide the training to help use the new technologies.
- Society places a greater emphasis on decreasing the tax burden and finding alternative funding sources.
- Millennial library users have a different way of learning and using libraries. Library staff will have to adapt current practices to attract and retain new users. Libraries are now using marketing strategies including branding and advertising.

## Assumptions – The Next Three Years

Assumptions about the future shaped the development of this plan. Most significant about these assumptions is the idea that libraries have to change based on declining budgets while being responsive to community needs.

1. Libraries are no longer a one size fits all and are changing their roles based on what is going on within the context of their own communities. Libraries are rethinking and changing current practices.
2. Libraries are thinking outside the box about services and breaking away from the traditional perception that libraries are warehouses for books. Libraries are offering meeting space, marketing products similar to retail and adding specific services as a profit center.
3. Public Libraries are finding new services, such as our passport service, that can also provide alternative funding. This allows libraries to continue serving the community in a more cost effective way and decreasing the tax burden.
4. Technology has reshaped the way in which library services are provided. Libraries need to embrace new technology in order to provide easier and more convenient access to our services.
5. People want libraries to be easy to reach with abundant and convenient parking. The library needs to be centrally located and should be accessible via the web 24/7.

## Assessment of Needs

To determine community needs and preferences for library services in Flagler County, the library provided surveys for the community and staff to comment on the future development of the library system. Following is a list of recommendations based on the result of this 2010 survey.

### **Make library service more convenient to users**

Participants want greater access to the library including Sunday hours at the Main Library and increasing the Bunnell Branch to five days per week.

### **Grow the Collection**

The consensus from the survey indicates a majority of the community would like to see additional copies of bestsellers, more formats including e-books, large print and access to movies in DVD format.

### **Provide access to a clean, safe and welcoming environment**

The most often mentioned comment is that the public would like to see more programs offered which would require either a larger meeting room space or an additional meeting room space. Other comments included larger parking with better access, quiet reading space and the addition of a café to create a warm and inviting atmosphere.

### **Improve Technology**

Access to public computers has become a central role for public libraries. Users have expressed their frustration about needing more computers, a faster network, a color copier, access to a scanner and training on use of computers.

### **Address the Needs for All Population Groups**

As the demographics change, we see a larger number of families with children but also a larger portion of seniors due to an aging population. As a result the demand for more programs specifically for children and seniors was a major theme in the responses from the surveys.

## SWOT Analysis (strengths, weaknesses, opportunities and threats)

In order to plan appropriately the planning team had to consider the strengths as indicators of opportunities that exist for expanding and strengthening library service in all areas of the county. Along with the strengths come challenges that need to be addressed prior to planning for the future. These strengths and challenges provide the library with insight in order to better identify priorities to address during the planning cycle.



## **County and Library Strengths**

- Creative library programs that attract new users to the library. Library staff is aware of the needs of this community and plan accordingly.
- A cooperative atmosphere among surrounding communities that allows for resource sharing and reciprocal borrowing.
- The new library automation system encourages users to request items via the web, encourages a greater level of interaction with the library and makes for a more efficient and faster service.
- A strong library board which acts as an advocate for library services.
- County residents and local government that supports the library system.
- Friends group that is an integral part of the library and supports the library system through advocacy and funding.
- Dedicated and competent staff and volunteers.
- Passport service which not only provides a needed service to the community but also provides needed revenue for library enhancements.

## **County and System Challenges**

- The inability to keep up with changes in technology due to limited funds.
- Limited public transportation making it difficult for some to reach the library.
- Downturn in the economy causing a collapse of the housing market with a high foreclosure rate and high unemployment in the county.
- Library and user frustration because service is slow or perceived as slow.
- Library lacks enough user space for provision of services including teen space, meeting space and quiet study or reading space.

- Little opportunity for library staff to interact with each other and attend training because of limited staff and budget constraints.
- The need for a stronger advocacy effort on behalf of the library.

### **Opportunities and Threats**

The planning team considered all opportunities for enhanced library services throughout the county and the potential threats that could inhibit progress over the next three years.

#### **Opportunities**

Passport revenue is an alternative source for funding needed services.

People are looking to libraries as centers for community activities.

As more families move to the county, there is a new focus on family friendly services.

A more stable funding source for libraries could be available through establishment of a dedicated millage.

Locate and apply for additional grants as funding sources.

There are opportunities through increased marketing and new technology to make it “cool” to come to the library.

#### **Threats**

Increased demand for libraries may exceed the ability to obtain funding to support growth.

Library programming is challenged by insufficient meeting space in the library.

Libraries lack enough quiet study and reading space.

County government and residents may be reluctant to establish a dedicated tax for libraries.

Due to reductions in federal and state programs, many grants may disappear.

GenX believes that libraries are irrelevant to their lives and will soon disappear.

## *Vision and Mission Statements*

Based on the information collected during the planning process the library staff has developed an understanding of the strengths and weaknesses of the library system as well as the opportunities and threats presented by the environment in which the library system operates. Following is the vision statement which was predicated on the collective needs of a growing and diverse community.

### **Vision Statement:**

Flagler County Public Library is an integral part of the community that serves as a gateway to an ever changing world of knowledge. The library is committed to improving quality of life through supporting the love of reading, the joy of learning and the search for information.

### **Mission Statement:**

Flagler County Public Library provides materials and services of popular interest to the community, emphasizing and encouraging literacy for all ages, supplementing the educational needs of the community, and furnishing timely, accurate information. Our mission statement is anchored by the following assumptions:

- Free and equal access to information
- Quality customer service
- Responsiveness to the diverse interests of the community
- Welcoming environment
- Cooperative efforts and partnerships
- Commitment to intellectual freedom for all

## *Library Service Responses*

Planning is about change and transformation. This process provides the framework in which to assist the library leaders in their endeavor to effectively manage the transformation. The “New Planning for Results” process requires three assumptions in order to establish excellence in library service. First, library services must match user needs, interests and priorities. Secondly, library service requires commitment more than unlimited resources and finally, excellence when achieved must be maintained.

Once the assumptions are accepted, then the library planners must identify community values through a visioning process. This will identify how the library can make a significant contribution toward achieving the goals of the community. The planning process further stipulates that the library planners must then select those service priorities that best match the needs of the community as identified during the visioning process. The service priorities are described and defined in the 2007 Public Library Service Responses published by the Public Library Association. This publication describes the eighteen most common clusters of services and programs that public libraries offer. This is to ensure that staff, library board members and managers are focusing their energies and resources to provide the services that are important to the community. A short description of each library service response is given.

**Be an Informed Citizen:** Local, national, and world affairs. Residents will have the information they need to support and promote democracy, to fulfill their civic responsibilities at the local, state, and national levels, and to fully participate in community decision-making.

**Build Successful Enterprises:** Business and non-profit support. Business owners and non-profit organization directors and their managers will have the resources they need to develop and maintain strong, viable organizations.

**Celebrate Diversity:** Cultural awareness. Residents will have programs and services that promote appreciation and understanding of their personal heritage and the heritage of others in the community.

**Connect to the Online World:** Public Internet access. Residents will have high-speed access to the digital world with no unnecessary restrictions or fees to ensure that everyone can take advantage of the ever-growing resources and services available through the Internet.

**Create Young Readers:** Early literacy. Children from birth to age five will have programs and services designed to ensure that they will enter school ready to learn to read, write, and listen.

**Discover Your Roots:** Genealogy and local history. Residents and visitors will have the resources they need to connect the past with the present through their family histories and to understand the history and traditions of the community.

**Express Creativity:** Create and share content. Residents will have the services and support they need to express themselves by creating original print, video, audio, or visual content in a real-world or online environment.

**Get Facts Fast:** Ready reference. Residents will have someone to answer their questions on a wide array of topics of personal interest.

**Know Your Community:** Community resources and services. Residents will have a central source for information about the wide variety of programs, services, and activities provided by community agencies and organizations.

**Learn to Read and Write:** Adult, teen, and family literacy. Adults and teens will have the support they need to improve their literacy skills in order to meet their personal goals and fulfill their responsibilities as parents, citizens, and workers.

**Make Career Choices:** Job and career development. Adults and teens will have the skills and resources they need to identify career opportunities that suit their individual strengths and interests.

**Make Informed Decisions:** Health, wealth, and other life choices. Residents will have the resources they need to identify and analyze risks, benefits, and alternatives before making decisions that affect their lives.

**Satisfy Curiosity:** Lifelong learning. Residents will have the resources they need to explore topics of personal interest and continue to learn throughout their lives.

**Stimulate Imagination:** Reading, viewing, and listening for pleasure. Residents will have materials and programs that excite their imaginations and provide pleasurable reading, viewing, and listening experiences.

**Succeed in School:** Homework help. Students will have the resources they need to succeed in school.

**Understand How to Find, Evaluate, and Use Information:** Information fluency. Residents will know when they need information to resolve an issue or answer a question and will have the skills to search for, locate, evaluate, and effectively use information to meet their needs.

**Visit a Comfortable Place:** Physical and virtual spaces. Residents will have safe and welcoming physical places to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking.

**Welcome to the United States:** New immigrants will have information on citizenship, English Language Learning (ELL), employment, public schooling, health and safety, available social services, and any other topics that they need to participate successfully in American life.

## *Selected Service Responses*

1. **Stimulate Imagination:** Reading, viewing, and listening for pleasure. Residents will have materials and programs that excite their imaginations and provide pleasurable reading, viewing, and listening experiences.
2. **Create Lifelong Learners:** Adult, teen, family and early literacy. Adults and teens will have the support they need to improve their literacy skills in order to meet their personal goals and fulfill their responsibilities as parents, citizens, and workers. Children from birth to age five will have programs and services designed to ensure that they will enter school ready to learn to read, write, and listen.
3. **Get Facts Fast:** Ready reference. Residents will have someone to answer their questions on a wide array of topics of personal interest.
4. **Connect to the Online World:** Public Internet access. Residents will have high-speed access to the digital world with no unnecessary restrictions or fees to ensure that everyone can take advantage of the ever-growing resources and services available through the Internet.
5. **Be a Well Informed Citizen:** Local, national, and world affairs. Residents will have the information they need to support and promote democracy, to fulfill their civic responsibilities at the local, state, and national levels, and to fully participate in community decision-making.
6. **Visit a Comfortable Place:** Physical and virtual spaces. Residents will have safe and welcoming physical places to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking.

# Goals, Objectives & Activities

## Stimulate Imagination

Reading, viewing, and listening for pleasure. Residents will have materials and programs that excite their imaginations and provide pleasurable reading, viewing, and listening experiences.

**Goal 1:** The library will provide access to materials that stimulate thinking, satisfy curiosity, excite imagination and make leisure-time more enjoyable.

**Objective 1.1:** Annually, maintain an up-to-date collection, with a minimum of 25% of its materials purchased or acquired and published within the last five years.

**Objective 1.2:** More than 75% of customer's surveys will state they found the materials desired to meet their recreational needs.

**Objective 1.3:** By 2013 the library will utilize new technology to increase access to popular fiction.

**Objective 1.4:** By FY 2015, increase equity of access to the collections for the underserved population in Flagler County by 10%.

### *Selected Activities*

- *Update the Collection Development Plan.*
- *Expand library collection to include materials that keep up with current technologies such as e-books, play-a-ways and Blu-ray films.*
- *Weed the collection as necessary.*
- *Increase size of collection to two items per capita as budget and space allow.*
- *Create "If you like." handouts for Juvenile Collection to steer young readers beyond boundaries of popular series titles.*
- *Review the Automatically Yours Program with Baker & Taylor and change quantities based on customer demand as budget allows.*
- *Maintain the un-cataloged "browsing" paperback collection.*
- *FY 2013, Implement feasibility study to evaluate need for library services in underserved areas of the county.*
- *Library will search for other funding opportunities for popular materials in all formats.*
- *Grant applications will be completed as opportunities become available and as staff time permits.*
- *Purchase additional audio-books on CD and music CDs for Juvenile Collection.*
- *As funds permit, replace Juvenile videocassette collection with DVDs.*



**Goal 2:** The library will provide quality programs that excite imagination, make leisure-time more enjoyable and entertain the public.

**Objective 2.1:** Each year the number of patrons and community organizations indicating they are aware of our programs and services will increase by 10%.

**Objective 2.2:** The number of library programs held will increase by 5% over the next three years.

#### *Selected Activities*

- *Annually work with the Friends of the Library and provide staff support for preparation and presentation of programs sponsored by The Friends.*
- *Annually work with the Friends of the Library to provide Flagler Reads Together and other special events of interest to the community.*
- *Continue the work with the Genealogy Society of Flagler County to improve and enhance the genealogy materials available in the library and to provide online access to more genealogical databases to serve the community.*
- *Partner with community organizations to present programs and services as appropriate and available.*
- *Youth Services staff will work with the Friends to hold annual “Edible Book” contest.*
- *Provide a monthly theme based “Block Party” in which children and adults work creatively together with Lego or other compatible interlocking plastic bricks.*
- *Young Adult Department will continue to provide programs/workshops that will creatively and artistically “bridge the generation gap” between teens and adults.*

## Create Lifelong Learners

Adult, teen, family and early literacy. Adults and teens will have the support they need to improve their literacy skills in order to meet their personal goals and fulfill their responsibilities as parents, citizens, and workers. Children from birth to age five will have programs and services designed to ensure that they will enter school ready to learn to read, write, and listen.

**Goal 1:** The library will provide programs, services and resources to support all ages to improve literacy skills.

**Objective 1.1:** Annually, at least 85% of the parents' surveyed will indicate they found the resources necessary to prepare their children for school.

**Objective 1.2:** The number of literacy programs in the library will increase by 5% annually.

**Objective 1.3:** Each year, more than 75% of adults and teens will indicate the library provided programs and services in support of literacy skills.

#### *Selected Activities*

- *Every story time program for infants, toddlers and preschoolers will include early literacy components as identified in the resource, "Early Literacy Story times @ your Library."*
- *Children's Librarian will continue to work with the Homeschooling parents to provide the educational programs and resources needed.*
- *Purchase materials for parenting collection relating to the importance of reading and child development.*
- *Expand materials and programs related to disabilities for parents and children.*
- *Continue purchasing summer reading material for children & teens.*
- *Provide literacy programs for seniors and partner with local organizations such as Elder Source.*
- *Increase the Adult Basic Education materials available for GED preparation.*
- *Library will search for other funding opportunities for materials related to literacy.*
- *The library will purchase "Books for Babies" kits from ALTAFF, Association of Trustees, Advocates, Friends and Foundations and distribute to expectant parents through childbirth classes held in Flagler County.*
- *Grant applications for literacy programs will be completed as opportunities become available and as staff time permits.*
- *Upgrade Listening Center in Discovery Zone.*
- *Continue to hold monthly Book Clubs for elementary school aged children.*
- *The Young Adult Department will continue to build the "Rapid Reads" fiction and non-fiction section for reluctant readers.*

**Goal 2:** The library will provide communication, cooperation and interaction with a variety of community agencies, to help provide for the education, enrichment and well-being of all ages.

**Objective 2.1:** Annually at least 50% of customer's surveyed will indicate they received literature about the Flagler County Public Library literacy programs and services through another community organization.

**Objective 2.2:** The number of literacy outreach programs will increase by 5% annually.

### Selected Activities

- *Create a brochure encouraging parents to read with their children and distribute to local organizations.*
- *Provide promotional materials promoting libraries & literacy.*
- *Provide scheduled story time visits to local daycare and early learning centers to promote reading as staff is available and within budget constraints.*
- *By FY 2013, the library will create a "Book Club in a Box", (collections of some of the best in book club literature) to circulate among outside book club groups. Material will include discussion questions, author biographies and similar titles list.*
- *Children's Librarian will continue to be involved in the Dolly Parton Imagination Library, the annual Early Learning Child Care Conference and the Flagler County School's "Families Building Better Readers" programs.*
- *Staff will contact local agencies to establish needed programs in promoting literacy for all ages. To include day care, early learning centers, youth centers, and the local senior center.*
- *Youth Services Coordinator for Children's Services will contact local day care and early learning centers annually to establish and set-up a schedule for an outreach program.*
- *Young Adult Department will create a "backpack of books" for quarterly or "as needed" distribution to the local Youth Centers. These packs will consist of high-interest books for middle and high school students.*

## Get Facts Fast

Ready reference. Residents will have someone to answer their questions on a wide array of topics of personal interest.

**Goal 1:** The libraries will provide up-to-date, accurate print and electronic reference resources, access to online information resources, and expert assistance in using all those resources that enable users to answer any questions on a wide array of topics.

**Objective 1.1:** More than 50% of the customers surveyed will indicate that they found the information they needed.

**Objective 1.2:** Use of online information resources will grow by 5% annually.

**Objective 1.3:** Annually at least 80% of surveyed customers will feel assistance met or exceeded their expectations.

### *Selected Activities*

- *Annually provide training to library staff, on the effective use of online resources in the provision of reference services.*
- *Each year, weed and maintain the Reference Collection as necessary to ensure up-to-date materials are available as they are processed.*
- *Each year, evaluate reference databases and determine if they are meeting the needs of the customers.*
- *The library will continue to provide in-house, telephone and e-mail reference services.*
- *By FY 2013 secure funding through grant or other resources to provide a mobile computer lab for training to local residents.*

**Goal 2:** Ensure timely and efficient acquisition, cataloging, and physical processing of library materials to ensure quality ready reference.

**Objective 2.1:** More than 50% of customers surveyed will indicate the materials used to access information were new or updated.

**Objective 2.2:** Annually, maintain an up-to-date reference collection, with a minimum of 75% of the materials updated as an item is outdated and/or replaced with a revision.

### *Selected Activities*

- *Due to reduction of staff in Technical Services, evaluate cataloging and processing procedures and revise as necessary to improve workflow efficiency.*
- *Utilize new Digital Library Assistant to start inventory of new items and DVDs to determine effectiveness of security system.*
- *Continue to utilize the continuations program through Ingram Books to ensure timely replacement of outdated reference material.*
- *On a continuing basis, correct existing bibliographic records, correct technical errors and add access points as necessary.*
- *By FY 2013 evaluate the use of a new book covering system to expedite processing and secure funding through grants, passport revenue, Friends of the Library or within budget constraints to purchase if deemed cost effective.*

## Connect to the Online World

Public Internet Access. Residents will have high-speed access to the digital world with no unnecessary restrictions or fees to ensure everyone can take advantage of the ever-growing resources and services available through the Internet.

**Goal 1:** Flagler County Public Library will improve access to the digital world, maintain, update and promote a website that offers information about resources services and programs for all residents.

**Objective 1.1:** Annually, 85% of those surveyed will indicate they were satisfied with Internet access.

**Objective 1.2:** Annually, the number of customers using the wireless service will increase by 5%.

**Objective 1.3:** Each year, the number of customers indicating on a survey that the staff was competent in the use and troubleshooting of computers increased by 5% annually.

**Objective 1.4:** More than 50% of users will wait less than 10 minutes to gain access to a public computer.

**Objective 1.5:** Annually, at least 80% of surveyed customers will feel the library web page met or exceeded their expectations.

**Objective 1.6:** Each year, the number of customers utilizing the library web page to access information about the library, its service and programs will increase by 10% annually.

#### *Selected Activities*

- *Write and implement a new Technology Plan by 2014.*
- *Based on the new Technology Plan, revise and update the Internet Policy.*
- *Increase connectivity speed and improve access to the Internet by adding and upgrading data cable to current standards.*
- *Add children's computers and the Bunnell Branch to the PC Reservation system to improve access and efficiency.*
- *Upgrade the wireless system in the Main Library to improve access.*
- *Utilize the old wireless equipment for use in the Bunnell Branch to create wireless access.*
- *As budget allows, increase the number of public computers to meet the Florida Public Library Standards 2006 revision.*
- *Provide no-fee basic computer instruction courses.*
- *Annually replace outdated computers and barcode scanners as needed and within budget constraints.*
- *Annually replace and upgrade computer hardware and software (including operating systems) in order to facilitate rapid accessing of online information.*
- *Reference staff will participate in at least two workshops relating to technology and the Internet annually.*

- *The web site will be evaluated and modified as necessary in order to ensure patrons are able to find the information needed during virtual visits just as they would during an in-person visit to the library.*
- *Web pages will be updated on a monthly basis to provide the most current information.*

## Be a Well Informed Citizen

Local, national, and world affairs. Residents will have the information they need to support and promote democracy, to fulfill their civic responsibilities at the local, state, and national levels, and to fully participate in community decision-making.

**Goal 1:** Flagler County Public Library will ensure the residents have access to information, programs and service that will promote participation in community activities.

**Objective 1.1:** Annually, more than 50% of residents surveyed will indicate the information, programs and services supported their ability to fulfill civic responsibilities and participate in community decision-making activities.

**Objective 1.2:** Annually, 80% of customers surveyed will indicate they were able to access information on local, national and world affairs in various formats including print, digital and visual media.

**Objective 1.3:** Each year, the number of customers utilizing the E-Government resources will increase by 10% annually.

### *Selected Activities*

- *By end of 2012 set-up the donated E-Government Laptops for customer access in the Reference area of the Main Library.*
- *Provide E-Government brochures for both facilities and continue to maintain web page with E-Government resources.*
- *Maintain a broad collection of news publications and magazines.*
- *Continue to broadcast community news, commission and city council meetings on televisions located in Doug Cisney Room.*
- *Participate in county Citizen Academy classes to inform and educate the public about the library services and resources.*
- *Maintain library display tables and bulletin board to provide community information.*
- *Partner with government organizations such as Elder Source to provide educational programs and information to assist in filling out various forms.*
- *Partner with Department of Children and Families to become a "Community ACCESS Network Self-Service" site.*

- *Partner with the Flagler/Palm Coast Civic Association to provide programs to educate the public on various community and government agencies.*
- *Continue to act as a site for residents to register to vote.*
- *Maintain U. S. Department of State partnership and continue to act as a Passport Application Acceptance Facility.*
- *By 2013 register and participate in the “Right Service at the Right Time” website, created by Orange County Library System, to provide a one stop source for community information.*

**Goal 2:** The library will provide immigrants moving to the community with information to prepare these individuals to become well-informed and active citizens of the United States.

**Objective 2.1:** Each year, the number of customers utilizing the Citizenship Services offered by the library will increase by 5% annually.

**Objective 2.2:** Annually 80% of customers surveyed will indicate the materials and programs being offered are responsive to the needs of the immigrant population in the community.

#### *Selected Activities*

- *Order and make available the revised edition of the United States Citizenship and Immigration Toolkit.*
- *Create brochures with list of citizenship informational websites as well as resources available within the library.*
- *Purchase materials in various formats to include: citizenship resources, English language instructional materials and fiction in foreign languages.*
- *Create webpage for citizenship resources and links.*
- *Utilize the passport camera to start offering a Naturalization Certificate photo service.*
- *Partner with local organizations and clubs to offer educational seminars on topics such as voter education, community resources, and health.*
- *Continue to present International Festivals and other cultural activities.*
- *Contact Southeast Region Community Relations division to plan a public engagement on “Path to Naturalization @ your Library” program.*

## Visit a Comfortable Place

Physical and virtual spaces. Residents will have safe and welcoming physical places to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking.

**Goal 1:** The library will ensure both facilities inside and outside are clean, attractive, safe, and promote a positive experience for the public to enjoy.

**Objective 1.1:** Provide a well-maintained facility that will increase the number of patron visits annually by 5%.

**Objective 1.2:** Annually, 80% of those surveyed will say they find the libraries safe, comfortable and inviting.

#### *Selected Activities*

- *FY 2015: Consider need to replace carpet throughout the Main Library and include in capital projects as budget allows.*
- *Provide for annual cleaning of carpet at both facilities.*
- *Annually provide funds for service contracts, inspections, and monitoring of HVAC, building security, fire alarm, and sprinkler systems to ensure efficient operation.*
- *Annually review and update as necessary the Flagler County Public Library facilities maintenance plan.*
- *In coordination with the county General Services Department, continue on-going program to ensure both facilities are well maintained.*
- *Monitor ongoing grounds maintenance service to ensure proper appearance of the library property and work with The Friends of the Library and other interested groups to fund grounds enhancements.*
- *By 2013 evaluate the feasibility and implement as budget allows the renovation of existing interior space in the Main Library to provide a small reading room and relocate and increase the size of the Teen Spot allowing for future growth.*
- *By 2013, have the exterior of the Main Library and other heavily used areas of the facility cleaned and painted.*
- *By 2013 convert the Doug Cisney Room in the Main Library into a multi-purpose Internet Café with an edutainment atmosphere. In addition to the refreshment kiosk and the media equipment, designate an area within the room for other activities.*
- *By 2013, the Main Library will restripe the parking lot.*
- *In coordination with county Safety Director, evaluate on an on-going basis to ensure compliance with county safety regulations.*
- *The library will be represented on the county Safety Committee by a staff member.*

**Goal 2:** Provide a more efficient and effective organizational structure and quality customer service to ensure positive and enjoyable library visits.

**Objective 2.1:** Each year the number of staff and volunteers indicating overall satisfaction with the organization will increase by 5%.



**Objective 2.2:** Annually, enhanced productivity will increase the number of patrons indicating overall satisfaction with customer service by 5%.

**Objective 2.3:** Each year, user satisfaction of library equipment will increase by 15%.

**Objective 2.4:** Annually, more than 50% of customers surveyed will indicate that the number of staff was more than adequate to provide quality customer service.

#### *Selected Activities*

- *Annually conduct at least four general meetings per year with all staff.*
- *Annually conduct monthly scheduled management meetings with appropriate staff.*
- *Use e-mail and memos to inform staff and volunteers of upcoming programs and changes in policies and procedures.*
- *Annually evaluate work processes and implement any changes that will result in streamlined processes and/or improved services.*
- *Annually set priorities based on annual goals and objectives.*
- *Develop and implement training materials to assist staff and volunteers to acquire sound knowledge of assigned tasks.*
- *Provide for on-going training in day-to-day operations of the library and reinforcing that this is a customer driven organization.*
- *Provide for attendance at and or Webinar training offered by Northeast Florida Library Network (NEFLIN) and other organizations to enhance job performance.*
- *Annually recognize volunteers for number of service hours performed.*
- *FY 2013: Prepare a promotional video that demonstrates library services to viewers for use on the public access television channel and at community presentations.*
- *FY 2015: Conduct a Long Range Service Plan for the next three years.*
- *Annually conduct at least one user survey to determine patron satisfaction with collections and library services.*
- *Continue to monitor on a monthly basis the patron suggestion box.*
- *Work to develop staffing levels as indicated in the Florida Public Library Standards 2006 revision.*

## Plan Implementation and Evaluation

The implementation of goals and objectives is subject to funding appropriated by the Flagler County Board of County Commissioners during the regular budget process or via grant money. Approval of this plan does not commit future Boards to the expenditure of funds. This plan serves only to guide and facilitate the development of library services.

The success of the **Long Range Service Plan** will be judged based on the ability of the library to meet the objectives within the timelines specified in the plan. Staff will monitor the plan to determine progress and evaluate successful outcomes. Tools used in determining success include, but are not limited to monthly statistics and annual surveys.

This planning process has emphasized what we already knew, namely, due to past unprecedented growth in population Flagler County Public Library does not have enough staff members, materials, programs, services and facilities to meet an increasing service demand by the Flagler County community. Achieving these levels has been stifled by local and State budget issues and recently further complicated by the economic downturn with high unemployment and a decline in tax revenues from the high foreclosures. Therefore, Flagler County Public Library is looking to maintain the current levels and provide new resources and services as staff and budget allows. The library will continue to search for and utilize alternative sources of revenue such as passport funds and other funds created from a proposed Library Café in conjunction with applying for grant money in order to meet the demands of the community.

### **Document Prepared by:**

Holly Albanese, Library Director  
With the Support of Library Staff and Library Board of Trustees  
June 2011

**FLAGLER COUNTY PUBLIC LIBRARY  
BOARD OF TRUSTEES  
MINUTES OF JUNE 6, 2011 MEETING**

**Call to Order:** The meeting was called to order at 4:32 PM.

**Attendees:** Trustees Jim Ulsamer (Chairman), Sharon Atack, Frank Benham, Ed Mylis, Richard Nicols, and Armando Mustiga; Library Director Holly Albanese; Friends of the Library Ron Pokigo (Treasurer); County Commissioners George Hanns and Alan Peterson.

**Introduction of New Board Member:** Armando Mustiga was introduced as the latest member of the Flagler County Public Library Board of Trustees. All Board members introduced themselves for Armando's benefit.

**Approval of Minutes:** The minutes of the April 11, 2011 Board Meeting were approved as submitted.

**Report by the Friends:** Ron Pokigo handed out copies of the Friends Operating Report for the 5 months ending May 31, 2011. He stated that there had been some slight drop off in book sales but that they were still on target to meet the overall forecast in the Friends budget. He pointed out that Austin Outdoors had donated all the planting and landscaping associated with the Butterfly Garden. He also pointed out that the Friends still have an ambitious schedule of children's events for the summer and they will also be awarding five scholarships of \$1000 each.

**Monthly Director's Report:** Library Director Albanese distributed the April and May Monthly Director's Library Statistics Reports for the Board's information. Director Albanese pointed out that it may take a few months before all the statistics are completely reliable as the switch over from the old automation system to the new system has required some additional re-coding of items for consistency of the monthly reports.

The passport services that the Library provides are still bringing in good income. We are not only seeing Flagler County residents using the services but also people from outside of the county are using the services. The Library being open nights and on Saturday is a real benefit to people who work and still need to obtain or update a passport.

**Library Budget for 2012:** Director Albanese indicated that she has been working with the County Administrator to submit the various budget scenarios they have been requesting. She indicated that the Library has recently agreed to a change of one of the materials processing staff from full-time to part-time (the staff member had actually requested a reduced schedule). The savings associated with this change can be used as a partial offset on any required budget reductions for next year according to Commissioner Peterson. The current impact on Library services of this staff reduction is that it will slow down the processing of the donated books.

Director Albanese also indicated that the dedicated custodian for the Library will be eliminated for the next budget year and the Library will be using the pooled custodian services provided by the County like other County departments.

The Library budget will be discussed at the June 13<sup>th</sup> County Commissioners Workshop and all Board members are invited to attend but will not be able to make comments.

The Board agreed that the budget recommendations outlined in Chairman Ulsamer's letter to the County Commissioners should be forwarded on to the commissions prior to their workshop.

**Library Long Range Plan:** Director Albanese had sent the latest draft of the Library Long Range Plan 2012 – 2015 to all Board members. The plan was discussed and a motion was made by Board member Mylis and seconded by Board member Nicols to accept the plan as drafted and to change the mission statement in line with the earlier comments of the Board. The motion was passed unanimously.

**Meeting Room Policy:** Due to time constraints, this item was tabled until the next Board meeting.

**Next Meeting:** The next Library Board of Trustees Meeting will be held at the library on July 11, 2011 starting at 4:30 PM.

The meeting was adjourned at 5:59 PM.

Submitted by:  
Frank Benham  
Secretary

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

**SUBJECT:** Flagler County Health Insurance Administrative Services Agreement Amendment.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Blue Cross Blue Shield of Florida, Inc. (BCBS) currently performs administrative services only for our self-funded health insurance plan. The administrative services provided by BCBS are for processing claims and determining eligibility for billed services based on our Evidence of Coverage/Summary Plan Description. Discounts realized by using the Blue Cross Blue Shield of Florida Network Providers have been substantial. There is a high degree of confidence that the County will continue to have network savings for as long as Blue Cross is retained.

Our current Administrative Services Agreement with Blue Cross Blue Shield of Florida, Inc. expires September 30, 2011 (Attachment 3). Blue Cross Blue Shield of Florida has offered a new 3 year agreement beginning October 1, 2011. The fee per employee per month is reduced from the current fee of \$56.19 to \$49.50 per employee per month for the 2011-2012 and 2012-2013 plan years with a fee of \$50.50 per employee per month for the 2013-2014 plan year. This reduction equates to approximately \$4,181.25 in savings for the 2011-2012 fiscal year.

**FUNDING INFORMATION:** Administrative Services Fees are included in the 2011/2012 Budget.

**DEPT./CONTACT/PHONE #:** Joseph A. Mayer, Community Resources Director  
(386) 313-4033

**RECOMMENDATIONS:** Request the Board approve the revised Administrative Services Agreement for the health insurance plan with Blue Cross Blue Shield with an effective date of October 1, 2011.

**ATTACHMENTS:**

1. BCBS Amendment to Administrative Services Agreement
2. BCBS Exhibit "B" to the Administrative Services Agreement
3. BCBS Administrative Agreement of October 1, 2008
4. Exhibit "C-2" to the Administrative Services Agreement between Blue Cross and Blue Shield of Florida Inc. and Flagler County Board of County Commissioners – Confidentiality and Indemnity Agreement

Joseph A. Mayer  
Joseph A. Mayer  
Community Services Director

8-3-11  
Date

Craig M. Coffey  
Craig M. Coffey  
County Administrator

9 August 2011  
Date

Deputy County Admin.  
Dept Head  
Financial Services  
Growth Management  
Dev Engineer  
Legal  
Purchasing

Initials	Date
NA	
CM	8/4/11
NA	
NA	
NA	8/5/11
NA	

**AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT**

THIS AMENDMENT, entered into on \_\_\_\_\_, 2011 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and Flagler County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2006 is amended as follows:


1. Exhibit C-2, Confidentiality and Indemnity Agreement is hereby added to this Agreement and does not replace any existing Confidential and Indemnity Agreement.
2. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD  
OF FLORIDA, INC.

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: *Linda Lent*

By: \_\_\_\_\_ 

Title: VP, Sales Business Mgmt.

Title: \_\_\_\_\_

Date: 7-25-11

Date: \_\_\_\_\_

*[Handwritten signature]*

**AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT**

THIS AMENDMENT, entered into on July 13, 2011 is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter called the "Administrator") and Flagler County Board of County Commissioners (hereinafter called the "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between the Administrator and the Employer (hereinafter "Agreement") effective October 1, 2006 is amended as follows:

1. Section I, subsection 1.1 is hereby amended to extend the term of the Group Health Plan until September 30, 2014 unless the Agreement is terminated earlier in accordance with the terms of the Agreement.
2. Exhibit B to the Agreement is hereby amended, effective October 1, 2011. The revised Exhibit B is attached to this Amendment and replaces the Exhibit B previously attached to the Agreement.
3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD  
OF FLORIDA, INC.

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: *Cheryl*  
Title: *VP, Major Accounts*  
Date: *7/14/11*

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



*[Handwritten signature]*



**EXHIBIT "B"**

**to the  
ADMINISTRATIVE SERVICES AGREEMENT  
between**

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**

**and  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
FINANCIAL ARRANGEMENTS**

I. **Effective Date**

The effective date of this Exhibit is, October 1, 2011.

II. **Monthly Payments.**

- A. Each month, BCBSF will notify the Employer of the amount due to satisfy the previous month's paid claims liability. BCBSF also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by BCBSF by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.
- B. The Employer agrees to pay to BCBSF, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to BCBSF, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by BCBSF by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.

III. **Funding Information**

- A. Method of Funding Transfer: ACH

IV. **Administrative Fees:**

- A. Administrative fees during the term of the Agreement:

\$49.50 per enrolled employee per month from October 1, 2011 through September 30, 2013

\$50.50 per enrolled employee per month from October 1, 2013 through September 30, 2014

- B. Administrative fees after the termination of the Agreement: 10% of claims paid.
- C. Employer will pay an early termination penalty of \$85,000 if the Employer terminates this Agreement prior to September 30, 2014.

V. Late Payment Penalty

- A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

- A. The administrative fees referenced above are based on an expected enrollment of: 625
- B. If the actual enrollment is materially different from this expected enrollment, BCBSF reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

**ADMINISTRATIVE SERVICES AGREEMENT**

**between**

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**

**and**

**Flagler County Board of County Commissioners**

This Administrative Services Agreement (hereinafter referred to as the "Agreement"), made this 18 day of SEPT, 2006, is by and between Blue Cross and Blue Shield of Florida, Inc., a Florida corporation having its principal place of business at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 (hereinafter referred to as the "BCBSF") and Flagler County Board of County Commissioners \_\_\_\_\_ located at 1200 E. Moody Boulevard #1, Bunnell, FL 32110 (hereinafter referred to as the "Employer").

WHEREAS, the Employer has established and currently sponsors a self-insured Employee Welfare Benefit Plan, to provide certain benefits (attached hereto as Exhibit "A" and hereinafter called the "Group Health Plan") for covered group members and their covered dependents; and

WHEREAS, except as otherwise specifically provided herein, the Employer is to retain all liabilities under its Group Health Plan, and BCBSF is to provide the agreed upon services to the Group Health Plan without assuming any such liability; and

WHEREAS, the Employer desires that, with respect to the Group Health Plan, BCBSF furnish certain claims processing and administrative services.

NOW, therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

**SECTION I**

**TERM**

**1.1 Initial Term**

The initial term of this Agreement shall be from October 1, 2006 (the effective date) and shall end on September 30, 2007 (the termination date), unless the Agreement is terminated earlier in accordance with the provisions of this Agreement.

## 1.2 Renewal Terms

This Agreement will automatically renew each anniversary date for successive one-year terms at the renewal rates then in effect, unless either party notifies the other party of its intent not to extend this Agreement at least 30 days prior to the applicable anniversary date.

## SECTION II

### DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

#### 2.1 Final Authority

The Employer retains all final authority and responsibility for the Group Health Plan including, but not limited to eligibility and enrollment for coverage under the Group Health Plan, the existence of coverage, the benefits structure of the Group Health Plan, claims payment decisions, cost containment program decisions, utilization benefits management, compliance with the requirements of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended), compliance with the requirements of ERISA (Employee Retirement Income Security Act of 1974, as amended), compliance with reporting and remitting abandoned property funds, and compliance with any other state and federal law or regulation applicable to the Employer, the Group Health Plan, or the administration of the Group Health Plan.

The Employer agrees to provide BCBSF with any information BCBSF reasonably requires in order to perform the administrative services set forth herein.

#### 2.2 Eligibility and Enrollment

As of the first day of the term of this Agreement, the Employer will have delivered to BCBSF enrollment information regarding eligible and properly enrolled members, as determined by the Employer. The Employer shall deliver to BCBSF all employee and dependent eligibility status changes on a monthly basis, or more frequently as mutually agreed by the parties.

The Employer shall be responsible for providing each covered employee with a copy of the plan document which shall include the Group Health Plan.

#### 2.3 Financial Obligations

##### A. Claims Payment

The Employer is financially responsible for the payment of all claims paid under the Group Health Plan. Financial arrangements regarding the payment of such claims are set forth in Exhibit "B".

B. Administrative Fees

The Employer agrees to promptly pay all administrative fees as set forth in Exhibit "B". Administrative fees are not subject to change during the initial term of this Agreement, except as set forth below. The administrative fees shall be payable to BCBSF within 10 days of written notification to the Employer of the amount owed.

C. Late Charges

In the event the Employer fails to pay any amount owed in full by the due date, the Employer shall pay BCBSF, in addition to the amount due, a late charge as set forth in Exhibit "B".

D. Modifications

BCBSF may modify the administrative fees contained in Exhibit "B" at any time on or after the first anniversary of this Agreement's effective date, upon giving ninety (90) days prior written notice to the Employer. Additionally, BCBSF, at any time, may modify the administrative fee, if the Employer substantially modifies the Group Health Plan or changes enrollment.

2.4 Use of Names and Logos

The Employer agrees to allow BCBSF to use the Employer's name and logo on I.D. cards and other forms necessary to effectuate this Agreement, and to promote the Employer's relationship with BCBSF to potential or existing providers. BCBSF shall not use the Employer's name or logo for any other purpose without the prior written consent of the Employer.

The Employer agrees that the names, logos, symbols, trademarks, tradenames, and service marks of BCBSF, whether presently existing or hereafter established, are the sole property of BCBSF and BCBSF retains the right to the use and control thereof. The Employer shall not use BCBSF's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of BCBSF and shall cease any such usage immediately upon written notice by BCBSF or upon termination of this Agreement, whichever is sooner.

## SECTION III

### DUTIES AND RESPONSIBILITIES OF BCBSF

#### 3.1 Generally

It is understood and agreed that BCBSF is empowered and required to act with respect to the Group Health Plan only as expressly stated herein.

The Employer and BCBSF agree that BCBSF's role is to provide administrative claims payment services, that BCBSF does not assume any financial risk or obligation with respect to claims, that the services rendered by BCBSF under this Agreement shall not include the power to exercise control over the Group Health Plan's assets, if any, or discretionary authority over the Health Care Plan's operations, and that BCBSF will not for any purpose, under ERISA or otherwise, be deemed to be the "Plan Administrator" of the Group Health Plan or a "fiduciary" with respect to the Group Health Plan. BCBSF's services hereunder are intended to and shall consist only of ministerial functions. The Group Health Plan's "Administrator" for purposes of ERISA is the Employer.

#### 3.2 Enrollment; Forms and I.D. Cards

BCBSF shall enroll those individuals who have completed an application and are identified by the Employer as eligible for benefits under the Group Health Plan on the effective date of this Agreement, and subsequently during the continuance of this Agreement. BCBSF shall be entitled to rely on the information furnished to it by the Employer, and the Employer shall hold BCBSF harmless for any inaccuracy or failure to provide such information in a timely manner.

BCBSF shall furnish to the Employer, for distribution to persons participating in the Group Health Plan, a supply of identification cards, benefit plan descriptions, forms to be used for submission of claims and enrollment, and any other forms necessary for the administration of the Group Health Plan, as determined by BCBSF.

#### 3.3 Claims Processing

BCBSF shall provide claims processing services on behalf of the Employer for all properly submitted claims, in accordance with the benefits and procedures set forth in Exhibit "A", using funds solely supplied by the Employer, as set forth in Exhibit "B". BCBSF shall furnish each claimant with an explanation of each claim that is paid, rejected, suspended or denied.

For purposes of this Agreement, the term "claim(s)" shall be defined as the amount paid or payable by BCBSF to providers of services and/or covered

group members under this Agreement and the Group Health Plan, and in conformity with any agreements BCBSF enters into with such providers of services, and includes capitation, physician incentives, pharmacy, physician, hospital and other fee-for-service claims expenditures.

#### 3.4 Program Administration

BCBSF shall administer its established cost containment programs and utilization benefits management programs, as selected by the Employer and described in the Group Health Plan.

BCBSF shall make available its Preferred Provider Organization Program(s) to covered group members and their covered dependents, as set forth in the Group Health Plan. Any agreements between providers of services and BCBSF are the sole property of BCBSF and BCBSF retains the right to the use and control thereof.

#### 3.5 Inaccurate Payments

Whenever BCBSF becomes aware that the payment of a claim under the Group Health Plan to any person was, or may have been, made which was not in accordance with the terms of the Group Health Plan, whether or not such payment was BCBSF's fault, and whether or not such payment was more than or less than was appropriate under the terms of the Group Health Plan, BCBSF shall investigate such payment in accordance with its standard commercial insurance business practices and either 1) for a payment of \$50.00 or more, make a diligent effort to recover any payment which was more than was appropriate under the Group Health Plan or 2) as the case may be, adjust any claim the payment of which was less than appropriate under the Group Health Plan. The Employer delegates to BCBSF the discretion and the authority to determine under what circumstances to compromise a claim or to settle for less than the full amount of the claim. In the event any part of an inaccurate payment is recovered, the Employer will receive a refund from BCBSF. Nothing herein shall require BCBSF to institute a legal action or suit to recover payments made by BCBSF.

Additionally, the Employer delegates to BCBSF the discretion and authority to pursue recoveries for claims paid as a result of fraud, abuse or other inappropriate action by a third party, including the right to opt-out or opt-in the Employer from any class action. These claims include, but are not limited to, all legal claims the Employer can assert whether based on common law or statute such as RICO, antitrust, deceptive trade practices, consumer fraud, insurance fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, torts (including fraud, negligence, and product liability), breach of warranty, medical monitoring, false claims and kickbacks. If BCBSF obtains a recovery from any of these efforts, BCBSF will reimburse the Employer's pro rata share of

the recovery. This share is calculated from the Employer's claims history or covered members at the time of such recovery, less the Employer's pro rata share of costs, if any, fees paid to outside counsel and any other costs incurred in obtaining that recovery. BCBSF will not charge the Employer for any costs if BCBSF does not obtain a recovery that exceeds those costs.

### 3.6 Records and Reports

BCBSF agrees to establish, maintain and provide to the Employer, records and reports generated for the purposes of reporting claims experience and conducting audits of operations. BCBSF will provide claims information only accordance with Exhibit C (and Exhibit D, if applicable) to this Agreement. BCBSF will not provide any information with regard to provider pricing agreements or any other information which is of a confidential or proprietary nature, as determined by BCBSF.

### 3.7 Pharmacy Rebates

In certain circumstances, BCBSF and/or its pharmacy benefit manager ("PBM") negotiate(s) and receive(s) formulary rebates, volume discounts, and/or fees from certain drug manufacturers as a result of the inclusion of such manufacturer's branded products on BCBSF's formularies ("Rebates").

The PBM generally passes Rebates through to BCBSF, less a 12.5% fee as part of its compensation for its services. At times, the PBM may pass through a guaranteed minimum amount per prescription that exceeds the Rebates otherwise payable to BCBSF. In either situation, BCBSF passes through 100% of the amounts it receives to the Employer.

BCBSF may receive a portion of the Rebates on a prepaid, estimated basis, before any drug claims are filed and paid. To the extent that BCBSF receives prepaid, estimated rebate amounts, BCBSF retains, as part of its compensation, the interest earned on such amounts from the time it receives such prepayments until it forwards the Employer's Rebates. This time period is generally nine to twelve months. BCBSF expects to earn interest at the rate of 1.25% per annum.

BCBSF pays the Employer its Rebates or guaranteed minimum amount after BCBSF is able to determine the share attributable to the drug claims actually made by Employer's group members. This typically occurs seven to nine months after the end of the calendar quarter in which the drugs were dispensed.

BCBSF will provide more specific information on the amounts retained by BCBSF or the PBM upon request by the Employer.



### 3.8 Claims Payments

The source or sources of payment under the Group Health Plan are to be only the assets of the Employer, and BCBSF will have no liability whatsoever for providing a source from which payments will be made under the Health Care Plan.

### 3.9 Providers Outside the State of Florida

#### A. BlueCard

Administrator participates in a program called "BlueCard." Whenever member's access health care services outside the geographic area BCBSF serves, the claim for those services may be processed through BlueCard and presented to BCBSF for payment in conformity with network access rules of the BlueCard Policies then in effect ("Policies"). Under BlueCard, when members receive covered health care services within the geographic area served by an on-site Blue Cross and/or Blue Shield Licensee ("Host Blue"), BCBSF will remain responsible to Employer for fulfilling BCBSF contract obligations. However, the Host Blue will only be responsible, in accordance with applicable BlueCard Policies, if any, for providing such services as contracting with its participating providers and handling all interaction with its participating providers. The financial terms of BlueCard are described generally below.

#### B. Liability Calculation Method Per Claim

The calculation of member liability on claims for covered health care services incurred outside the geographic area BCBSF serves and processed through BlueCard will be based on the lower of the provider's billed charges or the negotiated price BCBSF pays the Host Blue.

The calculation of Employer's liability on claims for covered health care services incurred outside the geographic area BCBSF serves and processed through BlueCard will be based on the negotiated price BCBSF pays the Host Blue.

The methods employed by a Host Blue to determine a negotiated price will vary among Host Blues based on the terms of each Host Blue's provider contracts. The negotiated price paid to a Host Blue by Administrator on a claim for health care services processed through BlueCard may represent:

(i) the actual price paid on the claim by the Host Blue to the health care provider ("Actual Price"), or

(ii) an estimated price, determined by the Host Blue in accordance with BlueCard Policies, based on the Actual Price increased or reduced to reflect aggregate payments expected to result from settlements, withholds, any other contingent payment arrangements and non-claims transactions with all of the Host Blue's health care providers or one or more particular providers ("Estimated Price"), or

(iii) an average price, determined by the Host Blue in accordance with BlueCard Policies, based on a billed charges discount representing the Host Blue's average savings expected after settlements, withholds, any other contingent payment arrangements and non-claims transactions for all of its providers or for a specified group of providers ("Average Price"). An Average Price may result in greater variation to the member and the Employee from the Actual Price than would an Estimated Price.

Host Blues using either the Estimated Price or Average Price will, in accordance with BlueCard Policies, prospectively increase or reduce the Estimated Price or Average Price to correct for over - or underestimation of past prices. However, the amount paid by the member and the Employer is a final price and will not be affected by such prospective adjustment. In addition, the use of a liability calculation method of Estimated Price or Average Price may result in some portion of the amount paid by the Employer being held in a variance account by the Host Blue, pending settlement with its participating providers. Because all amounts paid are final, the fund held in a variance account, if any, do not belong to the Employer and are eventually exhausted by provider settlements and through prospective adjustment to the negotiated prices.

Statutes in a small number of states may require a Host Blue either (1) to use a basis for calculating the member's liability for covered health care services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (2) to add a surcharge. Should any state statutes mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, the Host Blue would then calculate member's liability and the Employer liability for any covered health care services consistent with the applicable state statute in effect at the time the member received those services.

### C. Return of Recoveries

Under BlueCard, recoveries from a Host Blue or from participating providers of a Host Blue can arise in several ways, including but not limited to anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery

amounts, net of fees, if any, will be applied in accordance with applicable BlueCard Policies, which generally require correction on a claim-by-claim or prospective basis.

Unless otherwise agreed to by the Host Blue, Home Licensees may request adjustments from the Host Blue for full provider refunds due to the retroactive cancellation of membership only for one year after the Inter-Licensee financial settlement process date of the original claim. However, recovery of claim payments associated with a retroactive cancellation may not be possible if the recovery conflicts with the Host Blue's state law, provider contracts or jeopardizes its relationship with its providers.

#### D. BlueCard Fees and Compensation

Employer understands and agrees (1) to pay certain fees and compensation to BCBSF which BCBSF is obligated under BlueCard to pay to the Host Blue, to the Blue Cross Blue Shield Association, or to the BlueCard vendors, unless BCBSF's contract obligations to the Employer require those fees and compensation to be paid only by Administrator and (2) that fees and compensation under BlueCard may be revised from time to time without Employer's prior approval in accordance with the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Also, some of these claim-based fees, such as the access fee and the administrative expense allowance fee may be passed on to the Employer as an additional claim liability. Other fees include, but are not limited to, an 800 number fee and a fee for providing provider directories.

#### E. Inconsistencies

To the extent of any inconsistency between the above provision titled "Providers Outside the State of Florida" and other terms or conditions of the Agreement, the above provision controls.

## SECTION IV

### TERMINATION

#### 4.1 Administration After Termination

The Employer is solely liable and responsible for all claims incurred under the Group Health Plan by its covered group members and their dependents during the term of this Agreement, including those incurred claims which are not presented to the Employer or BCBSF during the term of this Agreement.

BCBSF will adjudicate all claims incurred during the term of this Agreement. For purposes of this Agreement, the date of an incurred claim is the date the particular service was rendered or the supply was furnished. After the effective date of termination of this Agreement, the Employer will continue to provide BCBSF with funds to pay claims incurred prior to the termination date and will continue to pay the applicable administrative fees as set forth in Exhibit "B".

#### 4.2 Unilateral Termination

The Employer or BCBSF may unilaterally terminate this Agreement upon 90 days prior written notice to the other after the initial term of this Agreement.

#### 4.3 Termination On Anniversary Date

This Agreement shall automatically terminate as of the date of any anniversary of the effective date of this Agreement, if either the Employer or BCBSF has given at least 90 days prior written notice to the other of its intention not to renew this Agreement as of that anniversary date.

#### 4.4 Termination Upon Default

Upon the occurrence of any of the following events, as determined by BCBSF, this Agreement will automatically terminate at the end of the 8th business day following the day upon which the Employer is notified of any of the events of default set forth hereunder, and then only in the event that the Employer has not cured the incident of default:

1. The Employer's failure to provide adequate funds, as set in Exhibit "B", as necessary for the payment of claims pursuant to the Group Health Plan;
2. The Employer's failure to pay any administrative fees or late penalty as set forth in Exhibit "B" of this Agreement;
3. The Employer ceases to maintain a Group Health Plan;
4. The Employer modifies the Group Health Plan without the prior written consent of BCBSF;
5. At any time BCBSF has reasonable grounds for insecurity with respect to the Employer's financial ability to adequately fund the Group Health Plan, and the Employer has failed to immediately provide adequate assurances of financial soundness to BCBSF;
6. At any time any judicial or regulatory body determines that this Agreement, or any provision of this Agreement, is invalid or illegal,

or that this arrangement constitutes an insurance policy or program which is subject to state and/or federal insurance regulations and/or taxation;

7. At any time the Employer otherwise materially breaches this Agreement.

#### 4.5 Rights and Responsibilities Upon Termination

In the event of termination of this Agreement, the Employer will immediately notify each covered group member of the termination date.

Termination of this Agreement for any reason shall not affect the rights or obligations of either party which arise prior to the date of termination.

### SECTION V

#### LEGAL ACTION; INDEMNIFICATION

##### 5.1 Standard of Care

BCBSF and the Employer shall each use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims in the performance of its duties hereunder.

##### 5.2 Liability; Indemnification

BCBSF shall not be liable to the Employer or any other person for any mistake of judgment or other action taken in good faith, or for any loss or damage occasioned thereby, unless the loss or damage is due to BCBSF's gross negligence, criminal conduct or fraudulent acts.

To the extent allowed by law, and subject to the limitations contained 768.28, Florida Statutes, and subject to any provisions contained herein, the Employer hereby agrees to indemnify and hold harmless BCBSF, its directors, officers, employees and agents against any and all actions, claims, lawsuits, settlements, judgments, costs, interest, penalties, expenses and taxes, including but not limited to, attorneys fees and courts costs, resulting from or arising directly or indirectly out of or in connection with any function of BCBSF under this Agreement, including the administration of any Cost Containment or Utilization Benefit Management Programs, or payments made pursuant to the direction of the Employer, or arising from any legal action or proceeding to recover benefits under this Agreement, in consequence of any acts or omissions occurring during the operation of this

Agreement alleged to be a breach of fiduciary duty under ERISA, or arising from any allegation of a breach of confidentiality arising out of a release of confidential information to the Group or a third party unless it is determined that the direct and sole cause of such liability was the result of gross negligence, criminal conduct or fraudulent acts on the part of BCBSF or any of its directors, officers, employees or agents. Further, the Employer agrees to indemnify and hold harmless BCBSF for any taxes or assessments, including penalties and interest, or any other amounts legally levied based on the terms of this Agreement. This provision applies to any amounts imposed, now or later, under the authority of any federal, state, or local taxing jurisdiction. This provision will continue in effect after termination of this Agreement for any reason.

### 5.3 Legal Actions

In the event BCBSF is served with process in any lawsuit or is made a party to any arbitration proceeding or other legal action relating to any matter for which indemnification is required under the preceding paragraph, the Employer shall, upon written request by BCBSF, immediately furnish a defense to and indemnify and hold harmless BCBSF in any such lawsuit, proceeding or other action and shall use its best efforts to secure, by motion or otherwise, the dismissal of BCBSF from such lawsuit, proceeding or other action. BCBSF will provide the Employer with available data and materials that are reasonably necessary for the preparation of the defense of such lawsuit, proceeding or other action.

## SECTION VI

### MISCELLANEOUS PROVISIONS

#### 6.1 Amendment

Except as otherwise provided for herein, this Agreement may be modified, amended, renewed, or extended only upon mutual agreement, in writing, signed by the duly authorized representatives of the Employer and BCBSF.

#### 6.2 Subsidiaries and Affiliates

Any of the functions to be performed by BCBSF under this Agreement may be performed by BCBSF or any of its subsidiaries, affiliates, or designees.

#### 6.3 Governing Law

This Agreement is subject to and shall be governed by the laws of the State of Florida, except where those laws are preempted by the laws of the United States.

6.4 Venue

All actions or proceedings instituted by the Employer or BCBSF hereunder shall be brought in a court of competent jurisdiction in Flagler County, Florida.

6.5 Waiver of Breach

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

6.6 Inconsistencies

If the provisions of this Agreement are in any way inconsistent with the provisions of the Group Health Plan, then the provisions of this Agreement shall prevail and the other provisions shall be deemed modified, but only to the extent necessary to implement the intent of the parties expressed herein.

6.7 Notices

Any notice required to be given pursuant to this Agreement shall be in writing, postage pre-paid, and shall be sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to BCBSF or the Employer at the addresses indicated on the first page of this Agreement, or such other addresses that the parties may hereafter designate. The notice shall be effective on the date the notice was posted.

6.8 Entire Agreement

This Agreement, including the attachments hereto, contains the entire agreement between BCBSF and the Employer with respect to the specific subject matter hereof. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force and effect.

6.9 Severability

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

6.10 Binding Effect of Agreement

The Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the parties.

6.11 Survival

The rights and obligations of the parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

6.12 Independent Relationship

Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or employees) an agent, servant, representative, or employee of, or joint venture with, such other party.

6.13 Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, on the date first written above, the parties have caused this Agreement to be executed by their duly authorized representatives.

BLUE CROSS AND BLUE SHIELD  
FLORIDA, INC.

William A. Coats  
Signature

William A. Coats  
Name (Printed)

V.P. - Underwriting  
Title

9/17/06  
Date

FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

James A. Darby  
Signature

JAMES A. DARBY  
Name (Printed)

CHAIRMAN  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
[Signature] on behalf of  
DEPUTY COUNTY ATTORNEY  
9/14/06



**EXHIBIT "A"**

to the  
**ADMINISTRATIVE SERVICES AGREEMENT**  
between

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**

and

**FLAGLER COUNTY BOARD OF COUNTY COMMISIONERS**

**GROUP HEALTH PLAN**

The entire Group Health Plan is attached hereto and made a part of this Agreement.

**EXHIBIT "B"**

**to the  
ADMINISTRATIVE SERVICES AGREEMENT  
between**

**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**

**and  
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
FINANCIAL ARRANGEMENTS**

I. **Effective Date**

The effective date of this Exhibit is, October 1, 2006.

II. **Monthly Payments.**

A. Each month, BCBSF will notify the Employer of the amount due to satisfy the previous month's paid claims liability. BCBSF also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within ten (10) days of the written notification. If the payment is not received by BCBSF by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.

B. The Employer agrees to pay to BCBSF, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to BCBSF, each month, the administrative fee within ten (10) days of the written notification of the amount due. If payment is not received by BCBSF by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, BCBSF will immediately suspend claims until payment is received by BCBSF.

III. **Funding Information**

A. Method of Funding Transfer: ACH

IV. **Administrative Fees:**

A. Administrative fees during the term of the Agreement:

10/1/06 - \$47.00 per enrolled employee per month  
 10/1/07 - \$49.20 per enrolled employee per month  
 10/1/08 - \$51.51 per enrolled employee per month

B. Administrative fees after the termination of the Agreement: 0% of claims paid.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of:

B. If the actual enrollment is materially different from this expected enrollment, BCBSF reserves the right to adjust the administrative fees as set forth in the Agreement. Actual administrative fees will be charged based on actual enrollment.

VII. Performance Guarantees

A. In the following chart, BCBSF guarantees the Network Savings Guarantee for the first plan year to be tracked quarterly. The penalty outlined below for BCBSF not meeting the Network Savings Guarantee will be settled no earlier than second quarter, but no later than the end of the second quarter of the following plan year.

	<b>Base Administrative Fee</b>	<b>In-Network Discount Achieved</b>	<b>Net Administrative Fee (Penalty)</b>
Target	\$44.00	53% or greater	\$44.00
	\$44.00	50.00% - 52.99%	\$42.00
	\$44.00	48.00% - 49.99%	\$40.00
	\$44.00	46.00% - 47.99%	\$38.00
	\$44.00	Less than 46.00%	\$36.00

Assumptions:

- Results will be provided on a quarterly basis with final annual settlement no earlier than the second quarter of the following contract year,
- Applies to In-network discounts only,
- No significant benefit changes or membership changes can occur by geographical regions,
- PPO network products only apply, excluding Rx,

- ASO Base Fee applies to Health Plan Products only,
- Does not include any ancillary products or AOR fees,
- Nationwide Bluecard access fees are in addition to Base Fee
- Discount Guarantee ranges are account specific,
- One year offer based on current provider network

B. The following chart reflects BCBSF's operational performance guarantees to be tracked monthly. The penalty outlined below for BCBSF not meeting Operational Performance Guarantees will be paid at plan year-end.

<b>Service Indicator</b>	<b>BCBSF Performance Standard</b>	<b>Financial Penalty</b>
Financial Accuracy	98%+	12.5% of total penalty
Processing Accuracy (Frequency)	95%+	12.5% of total penalty
Claims Payment Accuracy	95%	12.5% of total penalty
Claims Cycle Time < 30 days	90% processed in 14 business days or less 97% processed in 30 business days or less	12.5% of total penalty
Average Speed of Answer	80% in 30 seconds	12.5% of total penalty
Abandonment Rate	5%	12.5% of total penalty
Inquiry Cycle Time < 30 days	97%	12.5% of total penalty
Membership and Billing – ID cards in 10 days or less (at initial enrollment or annual open enrollment only)	99%	12.5% of total penalty
<b>Total</b>		<b>\$50,000</b>

**EXHIBIT "C"**

**to the**  
**ADMINISTRATIVE SERVICES AGREEMENT**  
**between**  
**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**  
**and**  
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONFIDENTIALITY AND INDEMNITY AGREEMENT**

This Agreement, effective October 1, 2006 is entered into between Blue Cross and Blue Shield of Florida, Inc. (hereinafter "Administrator"), and Flagler County Board of County Commissioners (hereinafter "Employer"), and RobinsonBush, Inc. (hereinafter "Consultant") and Symetra Life Insurance Company (hereinafter "Reinsurer").

WHEREAS, Employer has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Administrator and Employer have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, Employer has directed Administrator to provide Consultant and/or Reinsurer access to certain Confidential Information (hereinafter defined) for cases which meet the criteria set forth in attached Exhibit 1, which Employer has determined is necessary for Consultant and/or Reinsurer to perform the certain services for the Employer; and

WHEREAS, Administrator desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents and to safeguard information regarding Administrator's policies and procedures which are regarded as confidential and proprietary; and

WHEREAS, Employer, Consultant, and Reinsurer recognize the legitimate interests of Administrator and the individuals whose health benefits are administered by Administrator in the proprietary, confidential, and private nature of such Confidential Information, and Administrator is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Consultant and/or Reinsurer learns or becomes aware of, directly or indirectly, through the disclosure of Confidential

Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.

- Medical claim record information concerning individuals covered under the Plan,
  - Administrator's provider contract information, e.g., allowances, fee schedules, etc., and
  - any other information designated in writing by Administrator as confidential, trade secret, or proprietary.
2. Consultant and/or Reinsurer shall only request, use and disclose the minimum amount of Confidential Information necessary for Consultant and/or Reinsurer to perform the services for Employer.
  3. Confidential Information shall not include information that (i) is already known to Consultant and/or Reinsurer on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer, Consultant, Reinsurer, or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer, Consultant or Reinsurer; (iii) is lawfully received by Consultant and/or Reinsurer from a third party that Consultant and/or Reinsurer has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Consultant and/or Reinsurer without use of Confidential Information.
  4. Subject to applicable laws, Administrator will release to Consultant and/or Reinsurer certain Confidential Information for purposes of: 1) monitoring designated cases for which reinsurance coverage may be available to Employer; and/or 2) auditing claims payments made by Administrator; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement, and Consultant and Reinsurer are in compliance with all other terms and conditions of this Agreement.
  5. Consultant and Reinsurer each acknowledge that Administrator will provide Confidential Information to Consultant and/or Reinsurer in confidence and solely for Consultant's and/or Reinsurer's use in performing the services for Employer. Accordingly, Consultant and Reinsurer each agree (i) to protect any and all Confidential Information Consultant or Reinsurer receives from unauthorized access, use and disclosure; (ii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iii) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (iv) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Consultant's or Reinsurer's Related Parties, except as expressly provided herein or with Administrator's prior written consent; (v) to limit access to and use of the Confidential Information to those of Consultant's or Reinsurer's employees who have a need to know such information for the purpose of performing the services and have acknowledged, in a writing which will be made available to Administrator upon request, their individual agreement to the terms hereof; and (vi) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent

Consultant or Reinsurer maintains the confidentiality of its most proprietary and confidential information.

6. Consultant and/or Reinsurer shall ensure that its agents, contractors and vendors to whom it discloses Confidential Information agree to abide by those provisions within this Agreement that govern the use, disclosure, and protection of all Confidential Information obtained from Administrator. This provision shall not be construed to permit any delegation or assignment of Consultant's or Reinsurer's obligations otherwise prohibited by this Agreement.
7. Consultant and/or Reinsurer shall promptly report in writing to Administrator any use or disclosure of Confidential Information not provided for under this Agreement, of which Consultant and/or Reinsurer becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Consultant and/or Reinsurer shall mitigate, to the extent practicable, any harmful effect that is known to Consultant and/or Reinsurer of a use or disclosure of Confidential Information by Consultant and/or Reinsurer in violation of this Agreement.
8. Consultant and/or Reinsurer may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Consultant and/or Reinsurer will provide Administrator with immediate written notice of any request that Consultant and/or Reinsurer disclose Confidential Information, so that Administrator may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Consultant and/or Reinsurer shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Consultant and/or Reinsurer disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.
9. By disclosing Confidential Information to Consultant and/or Reinsurer under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Administrator grants Consultant and/or Reinsurer no ownership right or interest in the Confidential Information. When Consultant and/or Reinsurer no longer need Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Consultant and/or Reinsurer shall collect and return to Administrator or destroy all Confidential Information received from or on behalf of Administrator that Consultant and/or Reinsurer has in its control or custody in any form and shall retain no copies of such information. Consultant and/or Reinsurer shall complete these obligations as promptly as possible. Upon request, an authorized officer of Consultant and/or Reinsurer shall certify on oath to Administrator that all Confidential Information has been returned or destroyed and deliver such certification to Administrator within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Consultant and/or Reinsurer shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Consultant and/or Reinsurer retains such Confidential Information. Consultant and/or Reinsurer may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.

10. In the event that Consultant and/or Reinsurer perform any of the services on Administrator's premises, Consultant and/or Reinsurer agree not to remove from Administrator's premises any Confidential Information that is provided to or obtained by the Consultant and/or Reinsurer on such premises, without the prior written consent of Administrator.
11. In any report or transmittal to Employer by Consultant and/or Reinsurer that contains or pertains to oral or written Confidential Information, no medical information or dates of service will be identifiably attributed to any particular employee, dependent, or provider. Furthermore, any such report or transmittal shall not contain any information designated by Administrator as confidential, trade secret, or proprietary.
12. As the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA-AS) and certain of its implementing regulations (HIPAA-AS Regulations) are now effective, Employer, Consultant, and Reinsurer agree to institute any additional procedures and/or agreements required to ensure the parties' compliance with that law and those regulations. Employer represents and warrants that Employer (i) has amended each Plan's plan document to permit Employer to perform plan administration for the Plans (including the activity(ies) described in the recital clauses above) in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) of the HIPAA-AS Regulations ("HIPAA Amendment"); (ii) has delivered to each Plan and Administrator a written statement, certifying its amendment of the Plan's plan document as required by the HIPAA-AS Regulations and its agreement to comply with that amendment; and (iii) has obtained each Plan's permission to receive individually identifiable health information from Administrator for the purposes and subject to the restrictions and protections described in the HIPAA Amendment. Consultant and Reinsurer each agree to be bound, and to cause any agent or subcontractor to be bound, by the same restrictions and protections agreed to by Employer in the HIPAA Amendment with respect to any individually identifiable health information encompassed within the Confidential Information Consultant and/or Reinsurer receives.
13. No health insurance records or information, or claims information, shall be disclosed without the prior written authorization of the individual whose records or information would be disclosed; provided, however, that Consultant and Reinsurer may release information provided pursuant to this Agreement to subsidiaries of Consultant and Reinsurer so long as any and all such subsidiaries agree to abide by all terms and conditions of this Agreement.
14. Employer, Consultant and Reinsurer shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, concerning the handling and/or safekeeping of information and/or other records of the nature disclosed by Administrator hereunder and shall use such information only for proper and lawful purposes.
15. Employer, Consultant and Reinsurer shall comply with all state and federal laws regulating the disclosure of patient records or private and medically sensitive information released pursuant to this Agreement, including without limitation, alcohol and drug abuse patient records, information relating to treatment of alcohol or drug dependency, HIV testing results, and psychological or psychiatric evaluation.



16. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Administrator and each of its officers, directors, employees, agents, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer, Consultant, or Reinsurer, including without limitation any Liability incurred as a result of any actual or alleged breach by Employer, Consultant, Reinsurer or any Related Parties of Employer, Consultant, or Reinsurer of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
17. Consultant agrees to indemnify, defend, and hold Administrator and Administrator's Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or in connection with any actual or alleged breach by Consultant or any of Consultant's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
18. Reinsurer agrees to indemnify, defend, and hold Administrator and Administrator's Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or in connection with any actual breach by Reinsurer or any of Reinsurer's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
19. Administrator shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.
20. Employer, Consultant, and Reinsurer acknowledge and agree that Administrator operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Administrator, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Administrator shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
21. It is understood and agreed that no failure or delay by Administrator in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

22. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
  - a. Termination of the Administrative Services Agreement.
  - b. If Administrator determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer, Consultant or Reinsurer for confidentiality purposes.
  - c. Upon thirty (30) days notice to Employer, Consultant or Reinsurer, as appropriate. Such notice shall be given without need for cause.
  - d. Upon any attempt by Employer, Consultant or Reinsurer (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Administrator.
  - e. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Administrator from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer, Consultant or Reinsurer against Administrator in such event.
23. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
24. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.
25. This Agreement may not be assigned, nor any obligations delegated, by Employer, Consultant, and/or Reinsurer, without the prior written consent of Administrator, and any such non-permitted assignment or delegation shall be void.
26. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
27. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
28. The obligation of Employer, Consultant and/or Reinsurer to protect the privacy of Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, the rights and obligations of

the parties set forth in Sections 9, 11, 16 - 20 and of this paragraph 28 of this Agreement shall survive its expiration or termination.

29. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: James R. Deby  
9.20.06

Title: CHAIRMAN

Date: \_\_\_\_\_

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.

By: [Signature]

Title: V.P. - Underwriting

Date: 9/7/06

ROBINSONBUSH, INC.

By: [Signature]

Title: Spouse Benefits Consultant

Date: 9/7/2006

SYMETRA LIFE INSURANCE COMPANY

By: [Signature]

Title: Servicing Agent

Date: 9/8/06

APPROVED AS TO FORM  
[Signature]  
DEPUTY COUNTY ATTORNEY  
Interim 9/14/06

## **EXHIBIT 1**

Administrator shall release confidential information to Consultant and/or Reinsurer for cases which meet the following criteria:

**EXHIBIT "D"**  
**to the**  
**ADMINISTRATIVE SERVICES AGREEMENT**  
**between**  
**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**  
**and**  
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**HIPAA-AS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT**

This addendum ("Addendum") is effective upon execution and amends that Administrative Services Agreement ("Agreement") made as of October 1, 2006 by and among Blue Cross and Blue Shield of Florida, Inc. ("Administrator"); Flagler County Board of County Commissioners ("Employer") and Health Plan ("GHP").

WHEREAS, Employer has established and maintains GHP as a self-insured employee welfare benefit plan, as described in GHP's Plan Document (referred to in the Agreement as the Group Health Plan); and

WHEREAS, Employer and GHP desire to retain Administrator to provide certain claim processing and administrative services with respect to GHP; and

WHEREAS, Employer, GHP, and Administrator agree to modify the Agreement to incorporate the provisions of this Addendum to address applicable requirements of the implementing regulations, codified at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64, for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (collectively, "HIPAA-AS"), so that GHP may meet its compliance obligations under HIPAA-AS, and to include additional provisions that Employer, GHP, and Administrator desire to have as part of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, Employer, GHP, and Administrator hereby agree as follows:

**PART 1—DEFINITIONS**

**I. DEFINITIONS**

All capitalized terms in this Addendum that are not defined by this Addendum will have the meaning ascribed to them by 45 C.F.R. Parts 160-64. The following terms have the following meanings when used in this Addendum:

- A. "Covered Employee" means the person to whom coverage under GHP has been extended by Employer.
- B. "Covered Person" means the Covered Employee and any other persons to whom coverage has been extended under GHP as specified by GHP's Plan Document.
- C. "Creditable Coverage Certificate" means a certificate disclosing information relating to an individual's creditable coverage under a health care benefit program for purposes of reducing any preexisting condition limitation or exclusion imposed by any group health plan coverage.

- D. “Disclose” and “disclosure” mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Administrator.
- E. “Electronic Protected Health Information” means Protected Health Information that is (1) transmitted by electronic media or (2) maintained in electronic media.
- F. “Protected Health Information” means the Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, that Administrator creates or receives for, on behalf of, or from GHP (or from a GHP Business Associate) in the performance of Administrator’s duties under the Agreement and this Addendum. For purposes of this Addendum, Protected Health Information encompasses Electronic Protected Health Information.
- G. “Plan Document” means GHP’s written documentation that informs Covered Persons of the benefits to which they are entitled from GHP and describes the procedures for (1) establishing and carrying out funding of the benefits to which Covered Persons are entitled under GHP, (2) allocating and delegating responsibility for GHP’s operation and administration, and (3) amending the Plan Document. Employer and GHP represent and warrant that GHP’s Plan Document provides for the allocation and delegation of the responsibilities assigned to Administrator under the Agreement.
- I. “Use” means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Administrator.

## **PART 2--ADMINISTRATOR’S RESPONSIBILITIES**

### **II. SERVICES PROVIDED BY ADMINISTRATOR**

During the continuance of the Agreement, Administrator will perform the services set forth in the Agreement with respect to the benefits offered to Covered Persons by GHP.

### **III. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION**

#### **A. Preservation of Privacy**

Administrator will keep confidential all Protected Health Information that Administrator creates or receives on GHP’s behalf or receives from GHP (or another Business Associate of GHP) in the performance of its duties under the Agreement and this Addendum.

#### **B. Prohibition on Non-Permitted Use or Disclosure**

Administrator will neither use nor disclose Protected Health Information (including any Protected Health Information that Administrator may receive from a GHP Business Associate) except (1) as permitted or required by this Addendum, (2) as permitted or required in writing by GHP, or (3) as Required by Law.

#### **C. Permitted Uses and Disclosures**

Administrator will be permitted to use or disclose Protected Health Information only as follows:

##### **1. Functions and Activities on GHP’s Behalf**

Administrator will be permitted to use and disclose Protected Health Information for the performance of services set forth in the Agreement, which the parties agree are intended to

include, but are not limited to, Payment activities and Health Care Operations, and which shall hereby also include Data Aggregation.

**2. Payment Activities and Health Care Operations**

Administrator will be permitted to disclose Protected Health Information in accordance with 45 C.F.R. § 164.506(c) for the Payment activities of another Covered Entity or Health Care Provider and for the qualifying Health Care Operations of another Covered Entity.

**3. Covered Person Permission**

Administrator will be permitted to use or disclose Protected Health Information in accordance with an authorization or other permission granted by an Individual (or the Individual's Personal Representative) in accordance with 45 C.F.R. § 164.508 or 45 C.F.R. § 164.510, as applicable.

**4. Administrator's Own Management and Administration**

**a. Protected Health Information Use**

Administrator will be permitted to use Protected Health Information as necessary for Administrator's proper management and administration or to carry out Administrator's legal responsibilities.

**b. Protected Health Information Disclosure**

Administrator will be permitted to disclose Protected Health Information as necessary for Administrator's proper management and administration or to carry out Administrator's legal responsibilities only (i) if the disclosure is Required by Law, or (ii) if before the disclosure, Administrator obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the entity will (1) hold Protected Health Information in confidence, (2) use or further disclose Protected Health Information only for the purposes for which Administrator disclosed it to the entity or as Required by Law; and (3) notify Administrator of any instance of which the entity becomes aware in which the confidentiality of any Protected Health Information was breached.

**5. De-Identified Health Information**

Administrator may use Protected Health Information to create De-Identified Health Information in conformance with 45 C.F.R. § 164.514(b). Administrator may use and disclose De-Identified Health Information for any purpose, including after any termination of the Agreement and this Addendum.

**6. Limited Data Set**

**a. Creation of Limited Data Set.** Administrator may use Protected Health Information to create a Limited Data Set:

- i. that contains the minimum amount of Protected Health Information reasonably necessary to accomplish the purposes set out in Paragraph b of this Section III.C.6, below; and

- ii. from which have been removed all of the direct identifiers, as specified in 45 C.F.R. § 164.514(e)(2), of the Individuals whose Protected Health Information is included in the Limited Data Set and of the relatives, household members and employers of those Individuals.
- b. **Administrator's Permitted Uses and Disclosures.** Administrator may use and disclose the Limited Data Set for only Health Care Operations permitted by this Addendum.
- c. **Prohibition on Unauthorized Use or Disclosure.**
- i. Administrator will neither use nor disclose the Limited Data Set for any purpose other than as permitted by Paragraph b of this Section III.C.6, as otherwise permitted in writing by GHP, or as Required by Law.
  - ii. Administrator is not authorized to use or disclose the Limited Data Set in a manner that would violate the Privacy Rule, 45 C.F.R. Part 164, Subpart E, if done by GHP.
  - iii. Administrator will not attempt to identify the information contained in the Limited Data Set or contact any Individual who may be the subject of information contained in the Limited Data Set.
- d. **Information Safeguards.** Administrator will adopt and use appropriate administrative, physical, and technical safeguards to preserve the integrity and confidentiality of the Limited Data Set and to prevent its use or disclosure other than as permitted by this Section III.C.6.
- e. **Permitted Subcontractors, and Agents.** Administrator will require any agent or subcontractor to which it discloses the Limited Data Set, to agree to comply with the same restrictions and conditions that apply to Administrator's use and disclosure of the Limited Data Set pursuant to this Section III.C.6.
- f. **Breach of Privacy Obligations.** Administrator will report to GHP any use or disclosure of the Limited Data Set that is not permitted by this Section III.C.6 of which Administrator becomes aware.

**D. Minimum Necessary**

Administrator will, in the performance of its functions and activities on GHP's behalf under the Agreement and this Addendum, make reasonable efforts to use, to disclose, or to request of a Covered Entity only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the use, the disclosure, or the request, except that Administrator will not be obligated to comply with this minimum necessary limitation with respect to:

1. Disclosures to GHP, as distinguished from disclosures to Employer;
2. Disclosure to or request by a health care provider for Treatment;
3. Use with or disclosure to a Covered Person who is the subject of Protected Health Information, or that Covered Person's Personal Representative;



4. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an Individual who is the subject of Protected Health Information to be used or disclosed, or by that Individual's Personal Representative, as defined in 45 C.F.R. § 164.502(g);
5. Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section VIII below;
6. Use or disclosure that is Required by Law; or
7. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

**E. Disclosure to GHP and GHP's Business Associates**

Other than disclosures permitted by Section III.C. above, Administrator will not disclose Protected Health Information to GHP, a GHP Business Associate, or a GHP Vendor, except as directed by GHP in writing.

**F. Disclosure to Administrator's Subcontractors and Agents**

Administrator may disclose Protected Health Information to a subcontractor or agent. Administrator will require each subcontractor and agent to which Administrator may disclose Protected Health Information to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations with respect to Protected Health Information as this Addendum applies to Administrator.

**G. Disclosure to Employer**

Administrator will not disclose any Protected Health Information to Employer, except as permitted by and in accordance with PART 3 below.

**H. Reporting Non-Permitted Use or Disclosure and Security Incidents**

**1. Privacy Breach**

Administrator will report to GHP any use or disclosure of Protected Health Information not permitted by this Addendum or in writing by GHP of which Administrator becomes aware.

**2. Security Incidents**

Administrator will report to GHP any incident of which Administrator becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, Administrator will report any incident of which Administrator becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

**I. Duty to Mitigate**

Administrator will mitigate to the extent practicable any harmful effect of which Administrator is aware that is caused by any use or disclosure of Protected Health Information in violation of this Addendum.

**J. Termination of Addendum**

GHP will have the right to terminate the Agreement and this Addendum if Administrator has engaged in a pattern of activity or practice that constitutes a material breach or violation of Administrator's obligations regarding Protected Health Information under this Addendum and, on notice of such material breach or violation from GHP, fails to take reasonable steps to cure the breach or end the violation. If Administrator fails to cure the material breach or end the violation within 90 days after receipt of GHP's notice, GHP may terminate the Agreement and this Addendum by providing Administrator written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.

**K. Disposition of Protected Health Information**

**1. Return or Destruction Feasible**

Upon termination of the Addendum, Administrator will, if feasible, return to GHP or destroy, all Protected Health Information in Administrator's custody or control (or in the custody or control of any subcontractor or agent to which Administrator disclosed Protected Health Information). Administrator will complete such return or destruction as promptly as practical after termination of the Addendum.

**2. Return or Destruction Not Feasible**

Administrator will identify for GHP any Protected Health Information that Administrator (or any subcontractor or agent to which Administrator disclosed Protected Health Information) cannot feasibly return to GHP or destroy upon termination of the Addendum and will describe the purposes that make the return to GHP or destruction infeasible. Administrator will limit its (and, by its written contract pursuant to Section III.F. above, any subcontractor's or agent's) further use or disclosure of Protected Health Information after termination of the Addendum to the purposes that make return to GHP or destruction infeasible and to those uses or disclosures Required by Law.

**3. Ongoing Privacy and Security Obligations**

Administrator's obligations to preserve the privacy and safeguard the security of Protected Health Information as specified in this Addendum will survive termination or other conclusion of the Agreement and this Addendum.

**IV. ACCESS, AMENDMENT, AND DISCLOSURE ACCOUNTING FOR PROTECTED HEALTH INFORMATION**

**A. Access**

Administrator will, consistent with 45 C.F.R. § 164.524(b)(2), make available to the Covered Person (or the Covered Person's Personal Representative) for inspection and copying any of the

Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that Administrator has in its custody or control, and that is not exempted from access by 45 C.F.R. § 164.524(a), so that GHP can meet its access obligations under 45 C.F.R. § 164.524.

**B. Amendment**

Administrator will, consistent with 45 C.F.R. § 164.526(b)(2), amend, pursuant to a Covered Person's written request to amend (or a written request to amend by the Covered Person's Personal Representative), any portion of Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that Administrator has in its custody or control, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.

**C. Disclosure Accounting**

So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528, Administrator will do the following:

**1. Disclosure Tracking**

Starting April 14, 2003, Administrator will, consistent with 45 C.F.R. § 164.528(b), record each disclosure of Protected Health Information that is not excepted from disclosure accounting under 45 C.F.R. § 164.528(a) that Administrator makes to GHP or to a third party ("Accountable Disclosures").

**2. Disclosure Tracking Time Periods**

Administrator will have available for Covered Person the disclosure information for each Accountable Disclosure for at least six (6) years immediately following the date of the Accountable Disclosure (except Administrator will not be required to have disclosure information for disclosures occurring before April 14, 2003).

**3. Provision of Disclosure Information**

Administrator will, consistent with 45 C.F.R. § 164.528(c)(1), make available to the Covered Person (or the Covered Person's Personal Representative) the disclosure information regarding the Covered Person, so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.

**D. Restriction Requests**

GHP will direct a Covered Person to promptly notify Administrator in the manner designated by Administrator of any request for restriction on the use or disclosure of Protected Health Information about a Covered Person that may affect Administrator. Consistent with 45 C.F.R. § 164.522(a), and on behalf of GHP, Administrator will agree to or deny any such restriction request. Administrator will not be in breach of the Agreement or this Addendum for failure to comply with a restriction request on the use or disclosure of Protected Health Information about a Covered Person unless GHP or the Covered Person (or the Covered Person's Personal Representative) notifies Administrator in the manner designated by Administrator of the terms of the restriction and Administrator agrees to the restriction request in writing.

**E. Confidential Communications**

Administrator will provide a process for a Covered Person to request that Administrator communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location, and Covered Person to provide Administrator with the information that Administrator needs to be able to evaluate that request. Consistent with 45 C.F.R. § 164.522(b) and on behalf of GHP, Administrator will agree to or deny any confidential communication request. Furthermore, Administrator will develop policies and procedures consistent with 45 C.F.R. § 164.522(b) to fulfill its obligations under this paragraph.

Administrator will provide a process for termination of any requirement to communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location.

**F. Complaint Process**

Administrator will, consistent with 45 C.F.R. § 164.530(d) and on behalf of GHP, provide a process for Covered Persons (or Covered Person's Personal Representative) to make complaints concerning Administrator's policies and procedures, which policies and procedures GHP hereby adopts as its own so that GHP can meet its compliance obligations under 45 C.F.R. Part 164.

**V. GHP'S PRIVACY PRACTICES NOTICE**

**A. Preparation of GHP's Privacy Practices Notices**

Administrator will prepare Privacy Practices Notices appropriate for the benefit plans that Administrator administers for GHP under the Agreement and reflective of the requirements of 45 C.F.R. Part 164 pertaining to use and disclosure of Protected Health Information and Covered Person's rights with respect to Protected Health Information. The Privacy Practices Notices will address whether GHP discloses or authorizes Administrator to disclose to Employer enrollment data, Summary Health Information that may include Covered Persons' Individually Identifiable Health Information, or Protected Health Information for plan administration functions. Unless otherwise agreed upon by the Parties, GHP hereby adopts Administrator's Privacy Practices Notice attached as **EXHIBIT 1**, and any future revisions thereof, as its own.

**B. Distribution of GHP's Privacy Practices Notice**

Administrator will distribute GHP's then effective and appropriate Privacy Practices Notice to each new Covered Employee upon the Covered Employee's enrollment in GHP and to any Covered Employee upon request. Administrator will distribute any GHP revised Privacy Practices Notice to each Covered Employee then enrolled in GHP, and may distribute any GHP revised Privacy Practices Notice to any other Covered Person over the age of 18 then enrolled in GHP, within sixty (60) days after any material change in GHP's Privacy Practices Notice.

Administrator will distribute GHP's Privacy Practices Notice to any Covered Person requesting it. Additionally, every three (3) years after April 14, 2003, Administrator will notify each Covered Employee then enrolled in GHP, and may notify any other Covered Person over the age of 18 then enrolled in GHP, of the availability of GHP's Privacy Practices Notice upon request.

**C. Administrator to Comply with Notices**

Administrator will neither use nor disclose Protected Health Information in any manner inconsistent with the content of GHP's then current Privacy Practices Notice applicable to the benefit plans that Administrator administers for GHP under the Agreement.

**VI. ISSUANCE OF CERTIFICATE OF CREDITABLE COVERAGE**

At the written or electronic direction of Employer or GHP, Administrator may use and disclose Protected Health Information to issue to each Covered Person, whose coverage under a benefits plan administered pursuant to the Agreement terminates during the term of the Agreement, a Certificate of Creditable Coverage. The Certificate of Creditable Coverage will be based upon the coverage that the Covered Person had under the benefits plan administered pursuant to the Agreement and the information that Employer or GHP provides to Administrator regarding the Covered Person's coverage eligibility and coverage termination under that benefits plan.

**VII. SAFEGUARDING PROTECTED HEALTH INFORMATION**

**A. Privacy of Protected Health Information**

Administrator will maintain reasonable and appropriate administrative, physical, and technical safeguards, consistent with 45 C.F.R. § 164.530(c) and any other implementing regulations issued by DHHS that are applicable to Administrator as GHP's Business Associate, to protect against reasonably anticipated threats or hazards to and to ensure the security and integrity of Protected Health Information, to protect against reasonably anticipated unauthorized use or disclosure of Protected Health Information, and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Addendum.

**B. Security of Electronic Protected Health Information**

Administrator will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Administrator creates, receives, maintains, or transmits on behalf of GHP consistent with the Security Rule, 45 C.F.R. Part 164, Subpart C.

**VIII. INSPECTION OF INTERNAL PRACTICES, BOOKS, AND RECORDS**

Administrator will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

**PART 3—EMPLOYER'S RESPONSIBILITIES**

**IX. DATA EXCHANGE BETWEEN EMPLOYER AND ADMINISTRATOR**

**A. Enrollment Data**

Administrator may disclose to Employer the minimum necessary information regarding whether an individual is a Covered Person participating in GHP or enrolled or disenrolled from coverage under the GHP.

Employer may electronically exchange data with Administrator regarding the enrollment and disenrollment of Covered Persons as participants in GHP using the Enrollment and Disenrollment

in Health Plan Standard Transaction (ASC X12N 834-Benefit Enrollment and Maintenance) as specified in 45 C.F.R. Part 162, Subpart O.

**B. Other Data Exchanges and Notifications**

Employer will exchange with Administrator all data not otherwise addressed in this Section IX and any notification by using such forms, tape formats, or electronic formats as Administrator may approve. Employer will furnish all information reasonably required by Administrator to effect such data exchanges or notifications.

**X. SUMMARY HEALTH INFORMATION**

Upon Employer's written request for the purpose either (A) to obtain premium bids for providing health insurance coverage under GHP, or (B) to modify, amend, or terminate GHP, Administrator will provide Summary Health Information regarding the Covered Persons participating in GHP to Employer.

**XI. EMPLOYER'S CERTIFICATION**

Employer hereby makes the certification specified in **EXHIBIT 2** so that Employer may request and receive the minimum necessary Protected Health Information from Administrator for those plan administration functions that Employer will perform for GHP. GHP therefore authorizes Administrator to disclose the minimum necessary Protected Health Information to those authorized representatives of Employer as specified in **EXHIBIT 3** for the plan administration functions that Employer will perform for GHP as specified in GHP's Plan Document as amended and in **EXHIBIT 3**. Administrator may rely on Employer's certification and GHP's authorization that Employer has provided the requisite certification and will have no obligation to verify (1) that GHP's Plan Document has been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2), 45 C.F.R. § 164.314(b)(2), or this Section XI, or (2) that Employer is complying with GHP's Plan Document as amended.

**PART 4—MISCELLANEOUS**

**XII. AUTOMATIC AMENDMENT TO CONFORM TO APPLICABLE LAW**

Upon the compliance date of any final regulation or amendment to final regulation with respect to Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable to this Addendum or to the Agreement, this Addendum will automatically amend such that the obligations imposed on Employer, GHP, and Administrator remain in compliance with such regulations, unless Administrator elects to terminate the Agreement by providing Employer and GHP notice of termination in accordance with the Agreement at least **90** days before the compliance date of such final regulation or amendment to final regulation.

**XIII. CONFLICTS**

The provisions of this Addendum will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.

**XIV. ADD GHP AS A PARTY TO AGREEMENT**

Notwithstanding Section 3.1 of the Agreement, in order to make clear the respective HIPAA-AS compliance obligations of Administrator, GHP, and Employer, as set forth in this Addendum, GHP shall hereby be added as a separate party to the Agreement.

**XV. REVISION TO SECTION 3.3**

The first sentence of Section 3.3 of the Agreement shall be deleted and replaced as follows: "The Administrator shall provide claims processing services on behalf of the Group Health Plan."

**XVI. REVISION TO SECTION 3.6**

In order for GHP to be able to comply with its obligations under the HIPAA-AS Privacy and Security Rules and for Employer and Administrator to be able to comply with their obligations hereunder, the terms and conditions of Section 3.6 of the Agreement, and any subsequent amendments made thereto by the parties, shall be made subject to this Addendum.

**XVII. REVISION TO SECTION 6.6**

Section 6.6 of the Agreement shall be given effect except with respect to the subject matter of this Addendum, in which case Section XIII of this Addendum shall control.

**XVIII. COMPLIANCE DATE FOR SECURITY OBLIGATIONS**

Administrator's security obligations as set forth in Sections III.F, III.H.2, and VII.B herein shall take effect the later of (A) the last date set forth in PART 5 below or (B) the compliance deadline of the HIPAA-AS Security Rule (which is, as of the date hereof, April 20, 2005 or April 20 2006 for Small Health Plans).

**PART 5—SIGNATURES**

ADMINISTRATOR:

GROUP HEALTH PLAN:

Blue Cross and Blue Shield of Florida, Inc.

By: [Signature]  
Title: V.P. - Underwriting  
Date: 9/7/06

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EMPLOYER:

Flagler County Board of County Commissioners

By: [Signature]  
Title: CHAIRMAN  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**  
[Signature]  
**DEPUTY COUNTY ATTORNEY**  
9/14/06

Consultant:

Robinson Bush, Inc.  
By: [Signature]  
Title: Senior Benefits Consultant  
Date: 9/1/2006

## EXHIBIT 1—SAMPLE NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

*Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.*

### **Health Insurance Portability and Accountability Act- Administrative Simplification (HIPAA-AS)**

#### **Notice of Privacy Practices**

for your group health plan Sponsored by your employer and for which Blue Cross and Blue Shield of Florida, Health Options, Inc. and/or Florida Combined Life Insurance Company, Inc. provides claim administration and other services.

#### **Our Legal Duty**

As your health plan, we are required by applicable federal and state laws to maintain the privacy of your protected health information (PHI). We want you to be aware of our privacy practices, our legal duties, and your rights concerning your PHI. We will follow the privacy practices that are described in this notice while it is in effect. This notice took effect **April 14, 2003**, and will remain in effect until a revised notice is issued.

We reserve the right to change our privacy practices and the terms of this notice at any time and to make the terms of our notice effective for all PHI that we maintain.

Before we make a significant change in our privacy practices, we will change this notice and send the new notice to you.

#### **How we can use or disclose PHI without a specific authorization**

**To You:** We must disclose your PHI to you, as described in the Individual Rights section of this notice.

**For Treatment:** For example: we may disclose your PHI to a doctor, dentist or a hospital when requested, in order for the treating provider to provide treatment to you.

**For Payment:** For example: we may use and disclose PHI to pay claims for services provided to you by doctors, dentists or hospitals. We may also disclose your PHI to a health care provider or another health plan so that the provider or plan may obtain payment of a claim or engage in other payment activities.

**For Health Care Operations:** For example: we may use or disclose PHI to conduct quality assessment and improvement activities, to conduct fraud and abuse investigations, to engage in



care coordination or case management or to communicate with you about health related benefits and services or about treatment alternatives that may be of interest to you. We may also disclose PHI to another health plan or a health care provider subject to federal privacy laws, as long as the plan provider has or had a relationship with you and the PHI is disclosed only for certain health care operations of that plan or provider.

**For Public Health and Safety:** We may use or disclose PHI to the extent necessary to avert a serious and imminent threat to the health or safety of you or others. We may also disclose PHI for public health and government health care oversight activities and to report suspected abuse, neglect or domestic violence to government authorities.

**As Required by Law:** We may use or disclose PHI when we are required to do so by law.

**For Process and Proceedings:** We may disclose PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.

**For Law Enforcement:** We may disclose PHI to a law enforcement official with regard to crime victims and criminal activities.

**Special Government Functions:** We may disclose the PHI of military personnel or inmates or other persons in lawful custody under certain circumstances. We may disclose PHI to authorized federal officials for lawful national security activities.

**To Plan Sponsors (including employers who act as Plan Sponsors):** We may disclose certain PHI to the Sponsor of your group health plan to perform plan administration functions. We may also disclose enrollment and disenrollment information, or summary health information to the Plan Sponsor so that the Plan Sponsor may:

- Obtain premium bids
- Decide whether to amend, modify or terminate your group health plan

**For Research, Death, and Organ Donation:** We may use or disclose PHI in certain circumstances related to research, death or organ donation.

**For Workers Compensation:** We may disclose PHI as permitted by workers' compensation and similar laws.

### **Uses and Disclosures of PHI permitted only after Authorization received**

**Authorization:** You may give us written authorization to use your PHI or to disclose it to anyone for any purpose not otherwise permitted or required by law. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

**To Family and Friends:** While the law permits us in certain circumstances to disclose your PHI to family, friends and others, we will do so only with your authorization. In the event you are unable to authorize such disclosure, but emergency or similar circumstances indicate that disclosure would be in your best interest, we may disclose your PHI to family, friends or others to the extent necessary to help with your health care coverage arrangements.

### **Individual Rights**

*To exercise any of these rights, please call the customer service number on your ID card.*

**Access:** With limited exceptions, you have the right to review in person, or obtain copies of your PHI. We reserve the right to impose reasonable fees associated with this access request as allowed by law.

**Amendment:** With limited exceptions, you have the right to request that we amend your PHI that we have on file.

**Disclosure Accounting:** You have the right to request and receive a list of certain disclosures made of your PHI. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee to respond to any additional request.

**Use/Disclosure Restriction:** You have the right to request that we place certain additional restrictions on our use or disclosure of your PHI. We are not required to agree to a requested restriction.

**Confidential Communication:** You have the right to request that we communicate with you in confidence about your PHI at an alternative address. To receive confidential communications at an alternative address, please ask for a PHI address when you call the customer service number located on your ID card.

**Provider Services and Confidential Communications:** If you receive services from any health care providers, you are responsible for notifying those providers directly if you would like to request a PHI address from them.

**Privacy Notice:** You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of or questions about this notice, please contact us using the information listed at the end of this notice.

## **Organizations Covered by this Notice**

**This Notice applies to the privacy practices of the organizations listed below:**

**Your group health plan sponsored by your employer and for which Blue Cross and Blue Shield of Florida, Health Options, Inc. or Florida Combined Life Insurance Company, Inc. provides claim administration and other services.**

## **Complaints**

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this Notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

**Contact Office:** The Corporate Compliance Office of Blue Cross and Blue Shield of Florida, administrative service provider for your group health plan.

**Telephone:** 888-574-2583

**Address:** P.O. Box 44283, Jacksonville, FL 32203-4283

***Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.***

## **EXHIBIT 2—EMPLOYER’S CERTIFICATION**

### **PART 1 – Employer to Amend Plan Documents for Privacy provisions**

Employer certifies that Employer has amended GHP’s Plan Document to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), as set forth below, and agrees to comply with GHP’s Plan Document as amended.

1. Neither use nor further disclose Protected Health Information, except as permitted or required by GHP’s Plan Document or as required by law.
2. Neither use nor disclose Protected Health Information for any employment-related action or decision, or in connection with any other benefit or employee benefit plan of Employer.
3. Ensure adequate separation between Employer and GHP by (a) describing those employees or classes of employees or other persons under Employer’s control who will be given access to Protected Health Information to perform plan administration functions for GHP, (b) restricting the access to and use of Protected Health Information by such employees or other persons to the plan administration functions that Employer will perform for GHP, and (c) instituting an effective mechanism for resolving any noncompliance with GHP’s Plan Document by such employees or other persons.
4. Ensure that any subcontractor or agent to which Employer provides Protected Health Information agrees to the restrictions and conditions of GHP’s Plan Document with respect to Protected Health Information.
5. Report to GHP any use or disclosure of Protected Health Information of which Employer becomes aware that is inconsistent with the uses and disclosures allowed by GHP’s Plan Document.
6. Make Protected Health Information available to GHP or, at GHP’s direction, to the Covered Person who is the subject of Protected Health Information (or the Covered Person’s Personal Representative) so that GHP can meet its access obligations under 45 C.F.R. § 164.524.
7. Make Protected Health Information available to GHP for amendment and, on notice from GHP, amend Protected Health Information, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.
8. Record Disclosure Information as defined above for each disclosure that Employer makes of Protected Health Information that is not excepted from disclosure accounting and provide that Disclosure Information to GHP on request so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.
9. Make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP’s compliance with 45 C.F.R. Part 164, Subpart E “Privacy of Individually Identifiable Health Information.”
10. Return to GHP or destroy if feasible all Protected Health Information in whatever form or medium that Employer (and any subcontractor or agent of Employer) received from GHP or Administrator, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any present or past Covered Person who is the subject of Protected Health

Information, when Employer no longer needs Protected Health Information for the plan administration functions for which the Employer received Protected Health Information. Employer will limit the use or disclosure of any of Protected Health Information that Employer (or any subcontractor or agent of Employer) cannot feasibly return to GHP or destroy to the purposes that make its return to GHP or destruction infeasible.

## **PART 2 - Employer to Amend Plan Documents for Security provisions**

Employer further certifies that Employer has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.314(b)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that Employer creates, receives, maintains or transmits on GHP's behalf.
2. Ensure that the adequate separation between Employer and GHP required by 45 C.F.R. § 164.504(f)(2)(iii) (as described in item 3 above) is supported by reasonable and appropriate Security Measures.
3. Ensure that any subcontractor or agent to which Employer provides Electronic Protected Health Information agrees to implement reasonable and appropriate Security Measures to protect the Electronic Protected Health Information.
4. Report to GHP any incident of which Employer becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, Employer will report any incident of which Employer becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

**HIPAA-AS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT**

**EXHIBIT 3— DISCLOSURE OF PROTECTED HEALTH INFORMATION  
FOR PLAN ADMINISTRATION**

**(Blue Cross and Blue Shield of Florida, Inc. and Flagler County Board of County Commissioners )**

Group Health Plan (“GHP”) must promptly notify Administrator in writing if any of the information contained in EXHIBIT 3 changes.

**PART 1**

Name(s) and Title(s) of Employer representatives (i.e. employees of Employer) authorized to request and receive the minimum necessary Protected Health Information from Administrator:

<u>Joseph A. Mayer</u>	<u>Human Resources Director</u>
<u>Joannie Stachurski</u>	<u>Director of Human Resources/Clerk of Court</u>
<u>Joyce Bishop</u>	<u>Budget Analyst</u>
<u>Lorraine Eichinger</u>	<u>Administrative Assistant/BOCC</u>
<u>Robin DiAngelis</u>	<u>HR Analyst/Clerk of Court</u>
<u>Rebecca Witte</u>	<u>HR Analyst/BOCC</u>

for the performance of the following plan administration functions for GHP unless otherwise indicated by GHP:

- Actuarial and statistical analysis
- Claims/membership inquiries
- Procurement of reinsurance or stop loss coverage
- Quality assessment and improvement activities
- Performance monitoring
- Other health care operations
- Payment activities

**PART 2**

Identify the name(s), title(s) and company name(s) of any individual(s) from organizations other than Employer or Group Health Plan (“GHP”) (examples of such “GHP Vendor” types of services include, but are not limited to, stop-loss carriers; reinsurers; agents, brokers or consultants; or external auditors) that Employer or GHP hereby authorizes to request and receive the minimum necessary Protected Health Information to perform plan administration functions and/or assist with the procurement of reinsurance or stop-loss coverage:

Company Name	Type of Service Performed (Example: stop-loss carrier, reinsurer, agent, broker)	Name of Individual Performing Service	Title of Individual Performing Service
The Bailey Group	Agent	Mark Bailey	President
The Bailey Group	Agent	Sherry Bugnet	Business Development Coordinator
The Crownc Group Inc	Stop Loss Agent	Mackie Branham	President
The Crowne Group Inc	Stop Loss Agent	Roxane Welch Kimble	Account Manager
The Crowne Group Inc	Stop Loss Agent	John Watson	Director of Business Development
Symetra Life Insurance Company	Stop Loss Carrier	Murphy Head	Underwriter

**To be signed and dated by a representative of the GHP who has the authority to sign contracts.**

Craig M. Goffley  
Print Name

County Administrator  
Title

Craig M. Goffley  
Signature

03/24/11  
Date updated and signed

**EXHIBIT "C-2"**

**TO THE ADMINISTRATIVE SERVICES AGREEMENT**  
**between**  
**BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.**  
**and**  
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONFIDENTIALITY AND INDEMNITY AGREEMENT**

This Agreement, effective October 1, 2006 is entered into between Blue Cross and Blue Shield of Florida, Inc. (hereinafter "Administrator"), Flagler County Board of County Commissioners (hereinafter "Employer"), and The Bailey Group (hereinafter "Agent").

WHEREAS, Employer has established and maintains a self-insured Employee Welfare Benefit Plan pursuant to the Employee Retirement Income Security Act of 1974 to provide certain benefits as its Group Health Plan (hereinafter "Plan") for covered group members and their covered dependents; and

WHEREAS, Administrator and Employer have entered into an agreement for the administration of the Group Health Plan (hereinafter "Administrative Services Agreement"); and

WHEREAS, Employer has directed Administrator to provide Agent access to certain Confidential Information (hereinafter defined) for cases which meet the criteria set forth in attached Exhibit 1, which Employer has determined is necessary for Agent to perform the certain services for the Employer; and

WHEREAS, Administrator desires to safeguard the confidentiality of the medical claims and other information acquired with regard to the covered group members and their covered dependents and to safeguard information regarding Administrator's policies and procedures which are regarded as confidential and proprietary; and

WHEREAS, Employer, Agent recognize the legitimate interests of Administrator and the individuals whose health benefits are administered by Administrator in the proprietary, confidential, and private nature of such Confidential Information, and Administrator is willing to provide the Confidential Information only if its use is restricted to the purpose for which it is released and its confidentiality is maintained;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. For the purposes of this Agreement, "Confidential Information" means the information listed below in this Paragraph 1, any information that Agent learns or becomes aware of, directly or indirectly, through the disclosure of Confidential Information, and any and all summaries, distillations, excerpts, work product or other documents utilizing or incorporating same, whether in whole or in part.

- Medical claim record information concerning individuals covered under the Plan,
  - Administrator's provider contract information, e.g., allowances, fee schedules, etc., and
  - any other information designated by Administrator as confidential, trade secret, or proprietary.
2. Agent shall only request, use and disclose the minimum amount of Confidential Information necessary for Agent to perform the services for Employer.
  3. Confidential Information shall not include information that (i) is already known to Agent on effective date of this Agreement; (ii) is or becomes known to the general public other than as a direct or indirect result of any act or omission of Employer, Agent, or the affiliates, officers, directors, partners, employees, or agents (collectively, the "Related Parties") of Employer, Agent; (iii) is lawfully received by Agent from a third party that Agent has verified is free to disclose the information without restriction on disclosure; or (iv) is independently developed by Agent without use of Confidential Information.
  4. Subject to applicable laws, Administrator will release to Agent certain Confidential Information for purposes of: 1) monitoring designated cases for which reinsurance coverage may be available to Employer; and/or 2) auditing claims payments made by Administrator; provided that Employer is in compliance with all other terms and conditions of this Agreement and the Administrative Services Agreement, and Agent are in compliance with all other terms and conditions of this Agreement.
  5. Agent acknowledges that Administrator will provide Confidential Information to Agent in confidence and solely for Agent's use in performing the services for Employer. Accordingly, Agent agrees (i) to protect any and all Confidential Information Agent receives from unauthorized access, use and disclosure; (ii) not to use the Confidential Information for any purpose other than performing the services for Employer; (iii) not to record, copy, or reproduce any Confidential Information in any form, except to the extent necessary to perform the services for Employer; (iv) not to disclose the Confidential Information to, or otherwise permit to access the Confidential Information, any third party, including without limitation Agent's Related Parties, except as expressly provided herein or with Administrator's prior written consent; (v) to limit access to and use of the Confidential Information to those of Agent's employees who have a need to know such information for the purpose of performing the services and have acknowledged, in a writing which will be made available to Administrator upon request, their individual agreement to the terms hereof; and (vi) to take any and all other steps necessary to safeguard Confidential Information against unauthorized access, use, and disclosure to at least the extent Agent maintains the confidentiality of its most proprietary and confidential information.
  6. Agent shall ensure that its agents, contractors and vendors to whom it discloses Confidential Information agree to abide by those provisions within this Agreement that govern the use, disclosure, and protection of all Confidential Information obtained from Administrator. This provision shall not be construed to permit any delegation or assignment of Agent's obligations otherwise prohibited by this Agreement.



7. Agent shall promptly report in writing to Administrator any use or disclosure of Confidential Information not provided for under this Agreement, of which Agent becomes aware, but in no event later than within five business days of first learning of any such use or disclosure. Agent shall mitigate, to the extent practicable, any harmful effect that is known to Agent of a use or disclosure of Confidential Information by Agent in violation of this Agreement.
8. Agent may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation; provided, however, that (i) Agent will provide Administrator with immediate written notice of any request that Agent disclose Confidential Information, so that Administrator may object to the request and/or seek an appropriate protective order or, if such notice is prohibited by law, Agent shall disclose the minimum amount of Confidential Information required to be disclosed under the applicable legal mandate; and (ii) in no event shall Agent disclose Confidential Information to a party other than a government agency except under a valid order from a court having jurisdiction requiring the specific disclosure.
9. By disclosing Confidential Information to Agent under this Agreement (including but not limited to information incorporated in computer software or held in electronic storage media), Administrator grants Agent no ownership right or interest in the Confidential Information. When Agent no longer need Confidential Information for the purpose for which it was disclosed but no later than the expiration or termination of this Agreement, Agent shall collect and return to Administrator or destroy all Confidential Information received from or on behalf of Administrator that Agent has in its control or custody in any form and shall retain no copies of such information. Agent shall complete these obligations as promptly as possible. Upon request, an authorized officer of Agent shall certify on oath to Administrator that all Confidential Information has been returned or destroyed and deliver such certification to Administrator within ten (10) business days of its request. If return or destruction of any Confidential Information is not feasible, Agent shall limit further uses and disclosures of such Confidential Information to those purposes making return or destruction infeasible and continue to apply the protections of this Agreement to such Confidential Information for so long as Agent retains such Confidential Information. Agent may, subject to its continued adherence to its obligations of confidentiality as defined in this Agreement, retain one copy of documents containing Confidential Information to defend its work product and to comply with applicable insurance record-keeping laws and regulations.
10. In the event that Agent performs any of the services on Administrator's premises, Agent agrees not to remove from Administrator's premises any Confidential Information that is provided to or obtained by the Agent on such premises, without the prior written consent of Administrator.
11. In any report or transmittal to Employer by Agent that contains or pertains to oral or written Confidential Information, no medical information or dates of service will be identifiably attributed to any particular employee, dependent, or provider. Furthermore, any such report or transmittal shall not contain any information designated by Administrator as confidential, trade secret, or proprietary.

12. As the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA-AS) and certain of its implementing regulations (HIPAA-AS Regulations) are now effective, Employer, Agent agree to institute any additional procedures and/or agreements required to ensure the parties' compliance with that law and those regulations. Employer represents and warrants that Employer (i) has amended each Plan's plan document to permit Employer to perform plan administration for the Plans (including the activity(ies) described in the recital clauses above) in accordance with 45 C.F.R. § 164.504(f) and 45 C.F.R. § 164.314(b) of the HIPAA-AS Regulations ("HIPAA Amendment"); (ii) has delivered to each Plan and Administrator a written statement, certifying its amendment of the Plan's plan document as required by the HIPAA-AS Regulations and its agreement to comply with that amendment; and (iii) has obtained each Plan's permission to receive individually identifiable health information from Administrator for the purposes and subject to the restrictions and protections described in the HIPAA Amendment. Agent agrees to be bound, and to cause any agent or subcontractor to be bound, by the same restrictions and protections agreed to by Employer in the HIPAA Amendment with respect to any individually identifiable health information encompassed within the Confidential Information Agent receives.
13. No health insurance records or information, or claims information, shall be disclosed without the prior written authorization of the individual whose records or information would be disclosed; provided, however, that Agent may release information provided pursuant to this Agreement to subsidiaries of Agent so long as any and all such subsidiaries agree to abide by all terms and conditions of this Agreement.
14. Employer and Agent shall comply with all applicable federal, state or local laws, rules, or regulations or any other order of any authorized court, agency, or regulatory commission, and all applicable professional standards and practices, concerning the handling and/or safekeeping of information and/or other records of the nature disclosed by Administrator hereunder and shall use such information only for proper and lawful purposes.
15. Employer and Agent shall comply with all state and federal laws regulating the disclosure of patient records or private and medically sensitive information released pursuant to this Agreement, including without limitation, alcohol and drug abuse patient records, information relating to treatment of alcohol or drug dependency, HIV testing results, and psychological or psychiatric evaluation.
16. To the extent permitted by law now or hereinafter enacted, Employer agrees to indemnify, defend, and hold Administrator and each of its officers, directors, employees, agents, and other representatives (collectively, "Administrator's Related Parties") harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or relating to the disclosure of Confidential Information to Employer and Agent including without limitation any Liability incurred as a result of any actual or alleged breach by Employer,

and Agent or any Related Parties of Employer and Agent of any applicable law, regulation, or other legal mandate or any provision of this Agreement.

17. Agent agrees to indemnify, defend, and hold Administrator and Administrator's Related Parties harmless from any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation reasonable attorneys' fees and costs (collectively, "Liability"), that Administrator or Administrator's Related Parties may incur arising out of or in connection with any actual or alleged breach by Agent or any of Agent's Related Parties of any applicable law, regulation, or other legal mandate or any provision of this Agreement.
18. Administrator shall have the option to either provide its own legal counsel or arrange for outside counsel for the defense of such matters referenced above, and the costs of either shall be borne by the indemnifying party in the event of indemnification.
19. Employer and Agent acknowledge and agree that Administrator operates in a highly regulated and competitive environment and that the unauthorized use or disclosure of Confidential Information will cause irreparable harm and significant injury to Administrator, which will be difficult to measure with certainty or to compensate through money damages. Accordingly, Administrator shall be entitled to seek injunctive or other equitable relief, without bond, and/or specific performance as a remedy for any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.
20. It is understood and agreed that no failure or delay by Administrator in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
21. Upon occurrence of any of the following, this Agreement shall terminate without notice, unless notice is specifically required:
  - a. Termination of the Administrative Services Agreement.
  - b. If Administrator determines at its own discretion that the Confidential Information released pursuant to this Agreement is not being adequately protected by either Employer and Agent for confidentiality purposes.
  - c. Upon fifteen (15) days notice to Employer and Agent, as appropriate. Such notice shall be given without need for cause.
  - d. Upon any attempt by Employer and Agent (which attempts shall be null and void) to assign this Agreement or the right to receive information, without the prior express consent of Administrator.
  - e. Upon enactment of or the effective date of, whichever first occurs, any applicable state or federal law or any rule or regulation of any agency having applicable

jurisdiction, which law, rule or regulation shall prohibit (in part or in full) Administrator from fulfilling its obligations hereunder. No penalty, liability or damage shall be applicable or claimed by Employer and Agent against Administrator in such event.

22. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties and neither party shall have the right to bind the other to any contracts, agreements, or other obligations without the express, written consent of an authorized representative of the other.
23. This Agreement shall be governed and construed by the laws of the State of Florida (irrespective of its choice of law principles). It constitutes the entire Agreement between the parties in reference to all matters expressed in the Agreement. All previous discussions, promises, representations, and understandings between the parties pertaining thereto, if any, being merged herein.
24. This Agreement may not be assigned, nor any obligations delegated, by Employer and Agent without the prior written consent of Administrator, and any such non-permitted assignment or delegation shall be void.
25. In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Florida Legislature or by any regulation duly promulgated by the officers of the United States or the State of Florida acting in accordance with law, or if declared null and void by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
26. Waiver of breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.
27. The obligation of Employer and Agent to protect the privacy of Confidential Information as specified in this Agreement shall be continuous and survive the expiration or termination of this Agreement. In addition, the rights and obligations of the parties set forth in Sections 9, 11, 16 - 20 and of this paragraph 27 of this Agreement shall survive its expiration or termination.

28. This Agreement may be amended by mutual agreement of the parties, but no such amendment shall become effective until it is reduced to writing and signed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as set forth below.

EMPLOYER  
FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ADMINISTRATOR  
BLUE CROSS AND BLUE SHIELD  
OF FLORIDA, INC.

By: C. H. Good

Title: VP, Major Accounts

Date: 7/12/11

AGENT  
THE BAILEY GROUP

By: Mark R. Bailey

Title: PRESIDENT

Date: 7/27/11

## EXHIBIT 1

Administrator shall release confidential information to Agent for cases which meet the following criteria:

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

**SUBJECT:** Approval of the Local Agency Program (LAP) Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation (FDOT) for the A1A Scenic Historic Byway Bings Landing Recreational Facility Improvements Project in the Amount of \$70,000.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Flagler County received funding from the National Scenic Byways Program for the construction of recreational park improvements at Bings Landing Park. As a part of an overall planned park expansion on the North addition property, this project involves design/build construction of an elevated boardwalk with covered pavilion and kayak/canoe launch at Bings Landing park.

The project will be administered through the Florida Department of Transportation as a Local Agency Program (LAP) Project. The grant funding amount of \$70,000.00 requires a local funding match of \$15,000.00 to be used for the procurement of Design-Build services to construct a pavilion, boardwalk, and canoe launch on the North addition property at Bings Landing Park. The LAP agreement will formalize the Department's contribution toward the construction project.

**FUNDING INFORMATION:**

Upon approval of the LAP Agreement, grant funds in the amount of \$70,000.00 will be appropriated at a future Public Hearing to amend the FY10-11 Budget in the Environmentally Sensitive Lands Fund 119. The local match of \$15,000.00 will be funded with savings from Project #170001 Bing's Landing North Design Phase, estimated at \$50,000.00.

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

**RECOMMENDATIONS:** Request the Board approve the Local Agency Program (LAP) Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation for the A1A Scenic Historic Byway Bings Landing Recreational Facility Improvements project in the amount of \$70,000.00.

**ATTACHMENTS:**

1. Local Agency Program (LAP) Agreement
2. Authorizing Resolution 2011 - \_\_\_\_

  
\_\_\_\_\_  
Faith Alkhatib, County Engineer

8-8-2011  
Date

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

9 August 2011  
Date

	Initials	Date
Dept Head		
Financial Services	<del>SS</del>	<u>8-9-11</u>
Growth Management	<del>GA</del>	
Dev Engineer	<del>NA</del>	
Legal	<del>AW</del>	<u>8/9/11</u>
Other		



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>424372-1-58-01</u>	Fund: <u>SB/LF</u>	FLAIR Approp: <u>088717</u>
Federal No: <u>SBFL-009-R</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>790092</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>73</u>	Contract No: _____	Vendor No: <u>F596-000-605-015</u>

Data Universal Number System (DUNS) No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and FLAGLER COUNTY, 1769 East Moody Boulevard, Building 2 – Suite 309, Bunnell, Florida 32110 hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design/build of A1A Scenic Byway Bings Landing Recreational Facility Improvements and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

## **Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before 2 years from the Agreement's execution date. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

## **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 85,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria: The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see “Audits” below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT’s Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

## **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit “1” of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit “1” to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a

financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial 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 each of the following:
  - a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 2-542  
DeLand, Florida 32720
  - 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), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> 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 financial reporting package 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 each of the following:

Marianne B. Takacs, Special Projects Analyst  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 2-542  
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial 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 each of the following addresses:

Marianne B. Takacs, Special Projects Analyst  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 2-542  
DeLand, Florida 32720

3. Copies of the financial reporting package 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 each of the following address(es):

Marianne B. Takacs, Special Projects Analyst  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 2-542  
DeLand, Florida 32720

- 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 each of the following address(es):

Marianne B. Takacs, Special Projects Analyst  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 2-542  
DeLand, Florida 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, 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, as revised, 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 financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-“Travel” of the Department’s Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit “B” for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

#### **8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

#### **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal



and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

“The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).”

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

“The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI – Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance

by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

### **13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any

individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or

attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516.

**13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

**13.16 E- VERIFY**

The Agency:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the State contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 424372-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Flagler County, 1769 East Moody Boulevard, Building 2 – Suite 309, Bunnell, Florida 32110.

Dated \_\_\_\_\_

**PROJECT LOCATION:**

The project \_\_\_ is X is not on the National Highway System.

The project \_\_\_ is X is not on the State Highway System.

**PROJECT DESCRIPTION:**

As part of an overall planned park expansion, this project involves design/build of an elevated boardwalk with covered pavilion over the Intracoastal Waterway and kayak/canoe launch at Bings Landing Park. The anticipated scope of work includes topographic survey, tree survey, hydrographic survey, geotechnical work, environmental permitting, public outreach, regulatory agency approvals, and structural engineering services.

Based on low bid, CEI costs may be reimbursed.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action, and the funding action from any other source with respect to the project.

Invoices and Progress Reports shall be submitted on a monthly basis to:

Vince Vacchiano, LAP Project Manager  
Florida Department of Transportation  
719 South Woodland Boulevard, MS 3-506  
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN) where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A.
- b) Design to be completed by N/A.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
 PROJECT MANAGEMENT OFFICE  
 08/06  
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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS:  Flagler County 1769 East Moody Boulevard Building 2 - Suite 309 Bunnell, Florida 32110	FPN:  424372-1-58-01
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**PROJECT DESCRIPTION**

Name: A1A Scenic Historic Byway Bings Landing Recreational Facility Improvements Length: N/A

Termini: Bings Landing Park

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b> 2010-2011 2011-2012 2012-2013 Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Project Development &amp; Environment (PD&amp;E)</b> 2010-2011 2011-2012 2012-2013 Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Design</b> 2010-2011 2011-2012 2012-2013 Total Design Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Right-of-Way</b> 2010-2011 2011-2012 2012-2013 Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Construction</b> 2010-2011 2011-2012 2012-2013 2013-2014 Total Construction Cost	_____ \$ 85,000.00 _____ _____ \$ 85,000.00	_____ \$ 15,000.00 _____ _____ \$ 15,000.00	_____ \$ 70,000.00 _____ _____ \$ 70,000.00
<b>Construction Engineering and Inspection (CEI)</b> 2010-2011 2011-2012 2012-2013 Total CEI Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____
Total Construction and CEI Costs	\$ 85,000.00	\$ 15,000.00	\$ 70,000.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$ 85,000.00</b>	<b>\$ 15,000.00</b>	<b>\$ 70,000.00</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** \$ 70,000.00

**Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

RESOLUTION NO. 2011-\_\_\_\_\_

**A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIRMAN TO EXECUTE A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the State of Florida Department of Transportation and Flagler County desire to facilitate the Design/Build of A1A Scenic Byway Bings Landing Recreational Facility Improvements; and,

**WHEREAS**, the State of Florida Department of Transportation has requested Flagler County, Florida to execute and deliver to the State of Florida Department of Transportation, the Local Agency Program Agreement for the aforementioned project., FPN 424372-1-58-01.

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

**Section 1.** Chairman Alan Peterson is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 424372-1-58-01.

**Section 2.** This Resolution shall take effect upon execution.

**APPROVED** this 15th day of August 2011, by the Board of County Commissioners, Flagler County, Florida.



**ATTEST:**

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

\_\_\_\_\_  
Gail Wadsworth, Clerk and  
Ex Officio Clerk to the Board

\_\_\_\_\_  
Alan Peterson, Chairman

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Al Hadeed, County Attorney

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

**SUBJECT:** Approval of Use of 309 Funds to Purchase Two (2) 500KW Emergency Back-Up Generators for use within the Government Complex.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Several years ago, the construction of various government facilities within the Flagler County Government Complex was completed. Unfortunately, when the GSB, Energy (HVAC) Plant and Courthouse were constructed they were not able to be equipped with a full emergency back-up generation. For example, during the construction of the GSB, two 150KW generators were installed, one provides limited emergency back-up power to the whole building, providing for emergency lighting and life safety features and the other which was funded by the Property Appraiser, provides limited emergency back-up power to their office space (additional lighting and computers). The Energy (HVAC) Plant which is located within the complex provides for the HVAC needs of the Justice Center and Government Services Building (GSB) has no backup generator.

This type of back-up power generation is critical not only for the EOC but for the governmental facilities during the aftermath of a disaster and the longer periods of post recovery. In these types of crises, citizens will often turn to government for help and our GSB would likely serve as one big assistance center in addition to our normal day to day activities. This type of scenario could have happened this summer if the primary powerlines serving this area were compromised and electricity was shut down for an extended period of time.

We currently have generators at the EOC, and most County fire stations. In the last two years we have been able to work with other agencies to secure grants for generators at the Health Department and some School Facilities that serve as emergency shelters. Additionally, most grocery stores and gas station along evacuation routes, today have emergency power provided by generators. Staff is recommending the purchase and installation of two 500KW generators one to be installed at the Energy Plant and the Government Services Building. The installation of this equipment will provide emergency back-up power, should the need arise, to the cooling tower and chillers of the Energy Plant, as well as providing total functionality of the GSB along with the Property Appraiser's generator. One of the 150KW generators which are being replaced at the GSB will be relocated to County Fire Station 51 (Española), which is not presently equipped with emergency back-up power. Our long term goal would be to also purchase one for the Courthouse as well.

To pay for the two new generators and installation, we have the funds available for this project from the two (2) 2005 Series bonds that were issued to finance the costs of acquisition and construction of the non-courthouse facilities. These bonded, capital funds can only be used for certain purposes unless otherwise changed by formal action of the Board in accordance with the Bond issuance. Upon the completion of these projects there is a total of \$240,445.00 remaining. Additional capital expenditures at these facilities for generators will meet that restricted usage. Through the State of Florida Sheriff's Association Contract #10-18-0907, the unit price of each 500KW generator is \$97,938.00 (\$195,876.00 for two). There will be some

additional costs of approximately \$34,000.00 to cover the installation and programming of each unit, bringing the total project cost to approximately \$230,000.00.

FUNDING INFO: Currently in the 309 Fund there is funding in the amount of \$240,445.00 which can be allocated for this purpose. If approved, the total cost of this project is approximately \$230,000.00.

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

RECOMMENDATIONS: Request the Board approve the use of 309 Funds to Purchase Two (2) 500KW Emergency Back-Up Generators for use within the Government Complex for the GSB and Power (HVAC) Plant.

ATTACHMENT:

- 1. Ring Power Corporation, Purchase Requisition 8394 with Back-Up

*Heidi Petito (RP)*

Heidi Petito  
General Services Director

*8/8/11*

Date

*Craig M. Coffey*

Craig M. Coffey  
County Administrator

*9 August 2011*

Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
<i>SC</i>	<i>8-9-11</i>
<i>TH</i>	<i>8-4-11</i>
_____	_____

PURCHASE REQUISITION NBR: 0000008394

REQUISITION BY: JBAILEY DATE: 7/28/11

STATUS: INSUFFICIENT FUNDS  
REASON: REQ'D FOR DISASTER RECOVERY PURPOSES

SHIP TO LOCATION: CAPITAL PROJ - FACILITIES SUGGESTED VENDOR: 2153 RING POWER CORPORATION DELIVER BY DATE: 9/30/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	IAW PRICING, TERM AND CONDITIONS OF STATE OF FLORIDA SHERIFFS ASSOCIATION CONTRACT #10-18-0907 AND VENDOR QUOTE #PR11-121 DATED 27JUL2011 FROM PHILIP RAHNER OF RING POWER SYSTEMS, FURNISH AND DELIVER THE FOLLOWING EQUIPMENT PER SPECIFICATION #82 - 125KW GENERATOR PACKAGE TO THE FLAGLER COUNTY GOVERNMENT SITE, 1769 E. MOODY BOULEVARD, BUNNELL, FL 32110. GENERATORS TO BE INSTALLED AT 1) THE GOVERNMENT SERVICES BLDG #2, AND 2) ENERGY PLANT, BLDG #6. EQUIPMENT IS REQUIRED FOR DISASTER RECOVERY PURPOSES. BOCC APPROVED ON POC: MIKE DICKSON @ (386) 313-4191 OR (386) 585-2525.	2.00	EA	69925.0000	139850.00	
2	NON-SPECIFIED OPTIONS TO INCLUDE: OVRDGT0 - DIGITAL VOLTAGE REGULATOR @ \$589/EA PMEXC13 - PERMANENT MAGNET EXCITATION @ \$1,484/EA EMCSDDP2 - SPARE DISCRETE I/O PACKAGE @ \$910/EA SHT2 - SHUNT TRIP 12/24C @ \$275/EA LESS 10% CONTRACT DISCOUNT @ <\$325>/EA COMMODITY: ELECTRICAL EQUIP & SUPPLY SUBCOMMOD: GENERATORS, STATIONARY	2.00	EA	2933.0000	5866.00	
3	OPEN MARKET ITEMS: ASCO 300 SERIES 1600 AMP, 3 POLE, SERVICE ENTRANCE RATED, NEMA 3R @ \$20,646/EA FOUR (4) HOUR RESISTIVE LOAD BANK TESTING @ \$2,558/EA GENERATOR SET FREIGHT AND DELIVERY @ \$1,876/EA COMMODITY: ELECTRICAL EQUIP & SUPPLY SUBCOMMOD: GENERATORS, STATIONARY	2.00	EA	25080.0000	50160.00	

REQUISITION TOTAL: 195876.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114135196410	Capital Outlay	100.00	139850.00
2	00114135196410	Equipment		
		Capital Outlay	100.00	5866.00
		Equipment		

PURCHASE REQUISITION NBR: 0000008394

REQUISITION BY: JBAILEY DATE: 7/28/11

STATUS: INSUFFICIENT FUNDS  
REASON: REQ'D FOR DISASTER RECOVERY PURPOSES

SHIP TO LOCATION: CAPITAL PROJ - FACILITIES SUGGESTED VENDOR: 2153 RING POWER CORPORATION DELIVER BY DATE: 9/30/11

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
3	Capital Outlay Equipment			100.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
3	00114135196410		100.00	50160.00
				195876.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



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904-737-7730

**TALLAHASSEE**  
4752 Capital Circle NW  
Tallahassee, FL 32303  
850-562-1622

**OCALA**  
6202 N US 301/441  
Ocala, FL 34475  
352-732-4600

**ORLANDO**  
9901 Ringhaver Dr.  
Orlando, FL 32824  
407-855-6195

**TAMPA**  
9797 Gibsonton Dr  
Riverview, FL 33569  
813-671-3700

**SALES**

**SERVICE**

**PARTS**

**LEASING**

**RENTALS**

**QUOTATION / SALES AGREEMENT / SECURITY AGREEMENT**

DATE: 7/27/2011

QUOTATION NO: PR11\_121

CUSTOMER NAME: FLAGLER COUNTY  
ADDRESS: 1769 East Moody Blvd, Bldg 5  
CITY/STATE/ZIP: Bunnell, FL 32110-  
CONTACT: Mike Dickson  
PHONE: 386-313-4191

ESTIMATED SHIPPING LEAD TIME: **See below**  
SHIPPING VIA/FOB: Truck / Jobsite  
ESTIMATED SUBMITTAL LEAD TIME: **3 to 4 weeks**  
JOBSITE ADDRESS: TBD  
CITY/STATE/ZIP: Bunnell FL  
PROJECT NAME: GENERAL SERVICES DEPARTMENT

**TERMS:** Full payment is due from buyer within 10 days of delivery or pickup of the equipment.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<p>Ring Power is pleased to provide the following quotation in compliance with;</p> <p>Florida Sheriff's Assoc., Florida Assoc. of Counties &amp; Florida Fire Chiefs' Assoc., Bid#: 10-18-0907 Specification #: 82 _ 125KW Generator Package Effective: October 1, 2010 thru September 30, 2011</p> <p>Caterpillar Diesel Engine Generator Set, 500 Kw, Rated Standby, 480 Volts, 3 Phase</p>		

Quotation Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Tax No.: \_\_\_\_\_

Customer: \_\_\_\_\_ Salesman's Signature: Philip Rahner  
Philip Rahner, Power Systems Specialist

**TERMS**

- This offer to sell is made subject to buyer's acceptance within ten (10) days from this date (noted above).
- All quoted prices are subject to change without notice. Those in effect on the date of shipment shall prevail.
- Subject to credit approval.
- Used equipment is subject to prior sale.
- A 25% restocking fee will be assessed for all canceled orders or returned materials.
- No retainage to be withheld. Ring Power Systems is an equipment supplier and is not a sub-contractor. Our terms are Net 10 days.
- No sales tax is included.
- Buyer grants to seller a security interest in all equipment as described in this agreement until such time as payment is made in full in accordance with the terms and conditions of this agreement and in accord with the seller's credit application.
- Ring Power requires a purchase order to secure this sales agreement.

DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
<u>Contract Pricing:</u>		
Base_D125KW Generator Set Package		\$ 34,625
CAT D125_Upgrade to base C15 -- 500KW CAT Diesel Generator set, 400 gal UL 142 sub-base fuel tank		\$ 35,300
Total of Contract pricing:		<b>\$ 69,925</b>
<u>Non-Specified Options:</u>		
OVRDG20_Digital Voltage Regulator		\$ 589
PMEXCI3_Permanent Magnet Excitation		\$ 1,484
EMCSDP2_Spare Discrete I/O package		\$ 910
SHT2_Shunt Trip 12/24c		\$ 275
Sub Total:		\$ 3,258
Contract discount 10%:		\$ (325)
Total non-specified options:		<b>\$ 2,933</b>
<u>Open Market Item:</u>		
ASCO 300 series 1600 amp, 3 pole, Service entrance rated, NEMA 3R		\$ 20,646
4 hour resistive load bank testing		\$ 2,558
Generator set freight and delivery		\$ 1,876
Total open market items:		<b>\$ 25,080</b>
Total Contract NET for above:		<b>\$ 97,938</b>
Estimated lead time from submittal approval 19 to 21 weeks		

1. Florida State sales tax, if applicable, not included.
2. No installation, labor, conduit, wire, equipment off loading, anchor bolts, pad or fuel is included
3. Proposal is based on information supplied by the Customer.
4. No specifications, drawings, or diagrams were received or reviewed. General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
5. Ring Power will be supplying equipment as described in the attached documentation.
6. **Ring Power will not release equipment for production until we have received the signed sales agreement and approved submittal letter from our customer.** This is done to insure that we are providing quality equipment that fits our customer's needs.

**Cancellation Fee:** *If, at any time, Buyer repudiates, cancels or otherwise terminates this Order, Ring Power Corporation shall, without waiving any rights or remedies allowed by law, collect from Buyer, and Buyer shall remit to Ring Power Corporation within 10 business days of repudiation, cancellation or termination, an amount equal to 20% of the total Purchase Price of this Order.*

Thank you for considering Ring Power Systems for your generator needs.

Philip Rahner

*Philip Rahner*

Ring Power Systems, Generator Sales  
904-494-1272  
352.895.6448 cell  
904.494.7813 fax  
Philip.rahner@ringpower.com

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONSENT / AGENDA ITEM # 15**

**SUBJECT:** City of Flagler Beach - \$145,000.00 – Tourist Development Fund 109 Capital Improvements/Public Tourism Infrastructure Funding

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** On July 20, 2011 the Tourist Development Council accepted a request for a grant of \$145,000 to the City of Flagler Beach from Fund 109 Capital Improvements/Public Tourism Infrastructure Funding for the improvement of the Flagler Beach Pier Public Restrooms, along with permitting and constructing an open-air deck on the east side of the City owned Public Restaurant. The Flagler Beach Pier has the only public restrooms located on six miles of beach, and one of two restaurant facilities that is located directly on the Atlantic Shore within Flagler County. Both the public restrooms and proposed open air deck are adjacent to the newly constructed Lifeguard Tower, between 10<sup>th</sup> Streets North and South. The City will provide engineering services and the management of both projects.

The project scope would include repairing, technically updating and redecorating the inside of each public restroom. Permitted and constructing an open-air deck on the east side of the restaurant would add approximately 1520 square feet of additional seating/visitor space. The open-air deck is part of a newly negotiated Pier Restaurant lease agreement. As part of the lease, the City of Flagler Beach is committed to allocate \$50,000 toward the deck's construction.

The City's goal is to enhance the positive experience of visiting the beach with the ability to enjoy breakfast, lunch, dinner, or a drink in the open air along with the experience of utilizing a clean, updated, well stocked, and visibly appealing restroom and to attract tourists for multiple day visits to the beach, restaurants, and hotels throughout Flagler County.

**FUNDING INFORMATION:** Prior to this award, a total of \$996,202 was appropriated and was available to fund capital improvement grants in account number 109-4700-575.62-10 (Capital Improvements Fund/Public Tourism Infrastructure Funding). If approved, a budget transfer will be processed to move the approved amount into the capital improvements subaccount (109-4700-575.82-XX) for utilization by the City of Flagler Beach.

**DEPT./CONTACT/PHONE #:** Tourist Development/Thomas P. Klinker/313-4008



**RECOMMENDATIONS:** Request the Board Approve the Recommendation from the Tourist Development Council to Fund \$145,000.00 from Fund 109 Capital Improvements/Public Tourism Infrastructure Funding to the City of Flagler Beach for the Renovations and Updates to the Flagler Beach Pier Property. In addition, consider entering into an agreement with the City of Flagler Beach providing for repayment of the grant or portion thereof if such tourism uses are discontinued.

**ATTACHMENTS:**

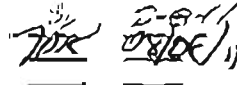
1. July 20, 2011 (Draft) TDC Minutes
2. TDC Funding Request

  
\_\_\_\_\_  
Thomas P. Klinker, CPA, CGFO, CPFO  
Financial Services Director

August 8, 2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Craig M. Coffey  
County Administrator

August 8, 2011  
\_\_\_\_\_  
Date

Initials	Date
Deputy County Admin, Financial Services Legal	

**FLAGLER COUNTY  
TOURIST DEVELOPMENT COUNCIL  
Flagler County Government Services Building  
Board Chambers – First Floor  
July 20, 2011  
9:00 A.M.  
Minutes**

MEETING CALLED TO ORDER BY CHAIR MILISSA HOLLAND at 9:10 A.M.

Chair Holland led the pledge to the flag and sought a moment of silence for those who are serving us and the sacrifices they are making to keep us safe.

PRESENT: Chair Milissa Holland, Commissioner Steve Settle, Councilwoman Mary DiStefano, Jeff Conner, Bob DeVore, Pamela Walker, Tom Grimes

ABSENT: Linda Mitchell, Andrew Blair

**Thomas P. Klinker, Financial Services Director** – Welcomes Mary Anne Atwood as Susan Rosonina's replacement as TDC Secretary

1. Adoption of Minutes from the June 15, 2011 meeting.

**DeVore/Walker.** Motion to Adopt the June 15, 2011 Minutes carries unanimously.

2. Accept Financial Status Reports for Review.

**Thomas P. Klinker** – Full form of Financial Report is not available this month but will return next month.

**DeVore/DiStefano.** Motion to Accept Financial Status Reports for Review carries unanimously.

3. Accept monthly Flagler County Chamber Monthly Marketing Activity Report (June 2011) and current Smith Travel Research Report (May 2011) for Review.

**DiStefano/Walker.** Motion to accept monthly Flagler County Chamber Marketing Activity Report (June 2011) and current Smith Travel Report (May 2011) for Review carries unanimously.

4. Consider a request from **The Flagler Auditorium Governing Board** to grant \$10,000 from **Fund 110 Promotional Activities - Overnight Stay Special Events** for advertising and promotion of the 2011/2012 Season being held August 2011 through June 2012.

**Richard Hamilton, President, The Flagler Auditorium Governing Board** – Lisa McDevitt present to answer any questions.

**DeVore/DiStefano.** Motion to forego the presentation due to receiving an in-depth package and to grant \$10,000 from **Fund 110 Promotional Activities - Overnight Stay Special Events** for advertising and promotion of the 2011/2012 Flagler Auditorium Season being held August 2011 through June 2012 carries unanimously.

5. Consider a request from **Reinke Sports Group** to grant **\$10,000** from **Fund 110 Promotional Activities - Overnight Stay Special Events** for advertising and promotion of the Palm Coast Half Marathon to be held January 14 - 15, 2012.

**Todd Lytle, Representative, Reinke Sports Group** – PowerPoint presentation on behalf of the City of Palm Coast. January 14, 2012 will be a simple pre-race promotion with packet pick up and small expo. January 15, 2012 will be the running event presented by the Reinke Sports Group which is part of a 22 city half marathon series, marketing to mid to small sized markets, scheduled all throughout the country. Event description is to simply have a half marathon, 5K Run, Fun Run, awards and post race party with the intent to bring outside runners to the community for an overnight stay. The course is through the Palm Coast area, A1A, the Intracoastal Waterway, and the beach. Long term goal is to have a marathon with the half marathon by 2013.

A discussion ensued between Chair Holland and Mr. Lytle at the conclusion of which **Chair Holland** – Stated that there were obvious inconsistencies on the application, no dispute that a half marathon is beneficial. Application last year was similar with inconsistencies and misinformation. Not comfortable with having an incomplete picture once again. Open for questions.

**Walker** – Commented that if contractual agreements are made with all the hotels stated on application, special rates can be contracted and publicized to runners. Tracking room nights would be easier because the hotels will know how many they have sold.

**DeVore** – Thinks this is a great event, but disappointed with the presentation last year and the fact that this year's application has inconsistencies. Asked if Mr. Lytle was aware that he won't get reimbursed if all the information is not verified? **Lytle** – Correct **DeVore** – Would like to support this event in the hopes of growing together.

**DiStefano** – Questioned how getting the grant affects "heads in the beds"? The grant is solely for advertising out of city/state, should be able to get contracts with the hotels for a price rate. The \$10,000 isn't going to pay for your program, it's only for advertisement. **Lytle** – With or without the grant, they are still going to have the event.

**Settle** – Questioned if he saw a problem in the future with the Reinke half marathon in direct competition with other marathons occurring in Florida a week before and a week after their event?

**Lytle** – Not at all because runs like Disney are more a novelty run and runners may do it once, but may choose to run a smaller community event near the beach more often. **Settle** – Commented that this is an event, more than just a run and would hope that they can figure out a way to do this.

**Grimes** – Reiterated how we as a county would love to have something like this happen. Suggested for consideration concerning hotel rooms - agreements with hotels are available that require no monetary payment. Check when choosing a hotel if they can provide you with verifiable room nights. Additionally, the race location has some chain hotels that are not listed on the application, and chain hotels have systems that can verify room nights for you.

**Chair Holland** – Again noted discrepancies and inconsistencies in the application and that it seems put together rather quickly in an effort to submit something.

**DeVore** – Shares Chair Holland’s concern about the lack of coordination between Reinke Sports Group and the Chamber. This marathon fits into our sports/recreation strategy. Would like to hear from the City of Palm Coast. If you don’t have the correct answer for application, leave it blank. It looks like you’re misleading us.

**Lisa, City of Palm Coast** – Did speak with Ms. Heiser and she will work with them in getting the hotel rooms reserved and they will move forward and do it correctly.

**DiStefano** – Commented that it is Reinke Sports Group’s responsibility to let the Council know what rooms are booked. If this critical piece of the application is incorrect, then she has to question the rest of the document.

**Walker** – In agreement with everyone that the application is very flawed, however she feels that this event is something we need.

**Walker. Motion** to award \$2,500, the base amount, as seed money for this event with proviso that you come to us with a verifiably correct application in subsequent years or that you prove to us in filing your final report that everything is correct per the rules of this Board. Discussion ensued. **Walker. Motion** dies from lack of second.

**DeVore/ Settle. Motion** to grant \$10,000 with proviso that you go back and meet with Chamber and fill out the application properly and understand that you won’t get any money without the verification of the rooms.

**Connor** – In full support, but have tried to guide Reinke Sports Group into providing all the necessary information so we can assist in this event. Forwarding this on to ratification, I have a problem voting with the documentation not being right. Would rather see the application completed correctly and visit this again.

**Chair Holland** – Noted that the Council has set up a policy and program that we hold in high regard for the integrity of the application process and Council has been diligent in focusing on that integrity. Not going to support the Motion, but do appreciate the City of Palm Coast’s efforts.

**Settle** – Asked if it was possible to table this? **Chair Holland** – Ms. Heiser has spent a lot of her time on last year’s as well as this year’s application and does not feel there is a miscommunication. There was time after talking with Susan before this meeting to get all the information together. Do not see how tabling it will change the outcome from what we’re presented today.

On a roll call vote, the **Motion** failed with Councilwoman DiStefano, Mr. Conner, Ms. Walker, and Chair Holland voting against the motion.

6. Consider a request from the **City of Flagler Beach** to grant **\$150,000** from Fund 109 Capital Improvements/Public Tourism Infrastructure Grants for renovations and updates to the Flagler Beach Pier Property.

**Thomas P. Klinker** – Noted that the package states request for \$150,000, but the two projects together total \$145,000.

**Bruce Campbell, Acting City Manager for Flagler Beach** – Believes the projects are in line with the mission of Flagler Beach and the TDC. Public Pier restrooms were built back in 1996, a little less than 500 sq feet each, and are in poor shape. Requesting \$95,000 for restroom project after receiving bids and depending on a 10% contingency. Includes repair, technical update, and redecoration of facility. Project would begin after ratification with completion expected around October 1, 2011.

The Open Air Deck project was intentionally kept separate from the Pier Restroom project with a funding request for \$50,000. This would consist of obtaining permits and the beginning of the construction. Decided as a Commission to identify the project as an extension northward of the pier. Upon ratification, construction could begin around the 31<sup>st</sup> with completion expected around January 31, 2012. Deck will be approximately 1520 sq feet, being 76ft in-length and 20ft in width.

**DeVore** - Looked at package and believes valid point was made and does not need to see pictures.

**Grimes** – Asked if there was any way to separate the two. **Chair Holland** – The two projects were combined in order to conform to our policies.

**DeVore/Walker. Motion** to accept **City of Flagler Beach** to grant **\$145,000** from Fund 109 Capital Improvements/Public Tourism Infrastructure Grants for renovations and updates to the Flagler Beach Pier Property carries unanimously.

7. **Heiser Time:** Chair Holland presented the update as to current activities of Chamber representatives for Peggy Heiser who is attending a Destination Marketing Association Conference in New Orleans. Laura Gamba is also away attending Southeast Marketing College in Georgia.

- Prepared and completed is the 2012 Proposed Budget & Marketing Campaign. The Council has been invited to sit down with Ms. Heiser, appointments may be made through Ms. Jaffy Lee of the Chamber.
- Made Tourism 101 presentation in June to the Enterprise Flagler Board, also to be presenting at a luncheon for a larger group July 26, 2011. Presentations are going well.
- Chamber Chat on July 9, 2011 theme was Parks and Recreation month for July.
- Met with City of Palm Coast to discuss further strategies to regarding sporting events. Per the Event Planner for LaCrosse - because of the facility expansion approval at Indian Trails, three events will be added due to the Palm Coast/TDC efforts.
- Hosted a Coffee Conversation at the Fairfield Inn. The North Florida Hotel and Lodging Association speaker discussed membership benefits. Offered lodgers in attendance a 50% membership discount for the first year. Pam Walker also talked about packaging and fundamental steps to be successful.
- Updated copy of the Dining Guide distributed around the community with six restaurants we've gained in the last year.
- Preparing for the Florida AAA Sales Blitz on August 18 & 19, 2011.
- Completed survey and will distribute for the Fireworks Event on Flagler Beach July 4, 2011.

8. 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 Board on items not on the agenda.

**Cisco Dean, Archive Curator for the Holden House Museum** – Mr. Dean and Board Member Bill Ryan attended the Inaugural Meeting of the St. Augustine 450<sup>th</sup> Commemoration Commission. Comments from the floor were requested at the end of the meeting. Mr. Dean asked the Committee not to forget Flagler County in their planning, and that he would like to see TDC working with them.

**Chair Holland** – Serves on Florida History Museum Board of Directors. They are going to be a funding agency and hear applications for that event. Visit Florida will be a part of that, already had discussions with Ms. Heiser and Chair Holland does share Mr. Deans thoughts on this. Mr. Dean to be put on the distribution list.

9. Board Member Commentaries

None.

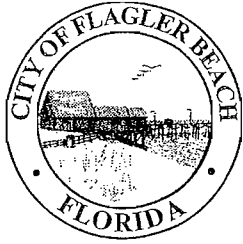
10. Adjournment.

**Chair Holland.** Meeting adjourned at 10:25 a.m.

**RECORDING OF MEETING CAN BE ACCESSED BY THE FOLLOWING LINK:**

**<http://www.flaglercounty.org/index.aspx?NID=675>**

If a person decides to appeal any decision made by the Tourist Development Council with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.



# City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street  
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

June 27, 2011

Flagler County  
Tourist Development Council  
1769 East Moody Boulevard, Suite 311  
Bunnell, Florida 32110



Dear Council Members:

The City of Flagler Beach respectfully submits the attached application for FUND 109 Capital Improvements – Public Tourism Infrastructure Grants.

Our project application is aimed toward improving the Flagler Beach Pier Public Restrooms, along with permitting and constructing an open-air deck on the east side of our City owned Public Restaurant. Both of which are heavily utilized by tourist to Flagler County as they visit our City's beach.

We thank you in advance for the consideration and look forward to presenting the project details during the July 20, 2011 TDC meeting.

Sincerely,

  
Bruce C. Campbell  
Acting City Manager



## Flagler County Tourist Development Council

1769 East Moody Boulevard, Suite 311

Bunnell, Florida 32110

(386) 313-4013

Fund 109 Capital Improvements

Request for Public Tourism Infrastructure Funding

### Organization Information

Organization Name City of Flagler Beach

Contact Person Bruce Campbell

Email Address bcampbell@cityofflaglerbeach.com

Mailing Address P.O. Box 70, Flagler Beach, FL 32136

Phone (386) 517-2000 x 222 Fax (386) 517-2008

For Public Tourism Infrastructure Grants to a Local (City or County) Government Organization:

- \* Maximum of \$150,000 per project;
- \* No more than two public tourism infrastructure projects will be funded to an organization at one time;
- \* Maximum of two projects every five years; and
- \* Public tourism infrastructure projects will be evaluated based on multiple criteria.

### Project Description

Project Name: Renovations and updates to the Flagler Beach Pier Property

Est. Project Start Date August 16, 2011

Est. Project Completion Date February 11, 2011 Original Date: 8/15/2011

#### Brief Description of Project

The City of Flagler Beach is the property owner of the Public Pier and Restaurant located in the center of our downtown district. In order to attract and retain additional visitors, the City proposes the following project:

1. Repairing, technically updating and redecorating the inside of each public restroom.
2. Permitting and constructing an open-air deck on the east side of the restaurant - approximately 1520 square feet of additional seating/visitor space.

(Please see attached restroom project specifications, current condition photographs, and proposed open air deck rendering.)

Please attach a typed sheet and answer the following questions: (No Longer than one page)

1. What is the intended use of funds requested for Project?
2. How will the project enhance Flagler County tourism?
3. What are the operation aspects of the project (i.e. hours of operation)?
4. How will this project promote or enhance overnight stays in Flagler County?



**Funding**

Amount of TDC funding Requested \$ restrooms \$95,000; open air deck \$50,000

What is the total budget amount for the Project? \$ 145,000

**\*A line item budget must be submitted together with this application showing all funding sources and expenditures for the project**

If the entire request cannot be funded, can the project be phased for less funding?  Yes  No

If yes please indicate minimum amount necessary for next phase \$ \_\_\_\_\_

If the project cannot be phased, please explain.

Once we "gut" the interiors of both restrooms from floor to ceiling, the City will have no choice to replace/udpate within one phase. The open-air deck is part of newly negotiated Pier Restaurant lease agreement. As part of the lease, the City of Flagler Beach is committed to allocate \$50,000 toward the deck's construction.

List past TDC funding in last five (5) years:

Year	Project	Requested Amt	Award Amt	Spent Amt
2009	Pier Repairs			\$126,802.50
2009	Pier Repairs			31,100.00
2008	Sand search scope of work for	feasibility study.		17,128.00
2008	Improvements to vacant lots for	beach parking.		17,646.73

Provide all additional outside contributors, sponsors, and sources of funding for this project. (If not applicable, please explain.)

We have no additional sources of funding for the public restroom renovation project. The balance of the open air deck construction, beyond the requested \$50,000, will be funded in total by the Pier Restaurant lessee.

What funding and in kind service is your organization providing?

The City of Flagler Beach will provide engineering services and the management of both projects.

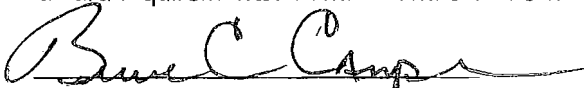
What additional sources of funding has your organization sought?

Our City has not sought additional sources of funding for either project.

How will TDC funding help this project?

TDC Funding will provide the improvement of our City of Flagler Beach Pier public restrooms and restaurant facility; both which are desperately needed. Without the requested funding, neither project could be completed.

I am the Authorized Agent of the organization requesting TDC funds. I have reviewed this Application for Funds from the Flagler County Tourist Development Council and concur with the information submitted herein. To the best of my knowledge and belief, the information contained in this Application and its attachments is accurate and complete. If funds are awarded, I agree to follow all policies of the Flagler County Tourist Development Council relative to this grant. I also understand that funds will be provided on a reimbursement basis as a lump sum payment upon project completion and upon meeting of all grant award requirements. I understand that I can only apply for two grants every five years.

 June 24, 2011

**Authorized Agent Signature**

**Date**

Print Name: Bruce Campbell Title: Acting City Manager

## **Attachment I**

### **Questions and Answers**

**1. *What is the intended use of funds requested for the project?***

The funds will be used to purchase labor, engineering, material and permits required to complete the projects.

**2. *How will the project enhance Flagler County tourism?***

The Flagler Beach Pier has the only public restrooms located on our six miles of beach, and one of two restaurant facilities that is located directly on the Atlantic Shore within Flagler County.

Both the Public restrooms and proposed open air deck are adjacent to our newly constructed Lifeguard Tower and almost center within our publicly guarded beach between 10<sup>th</sup> Streets North and South.

Most tourists to Flagler Beach and Flagler County visit our beach. The use of these restrooms and having an opportunity to view our beach from an open air seat will be integral to a “day at the beach.” By improving the restrooms, along with providing outdoor restaurant seating, the experience of being a tourist to our City will be improved. The experience of both could determine if tourists return to our City and Flagler County.

**3. *What are the operation aspects of the project (i.e. hours of operation)?***

The Flagler Beach Pier Public Restrooms are open for tourist 365 days each year from 6:00 a.m. until 12:00 p.m. (midnight); eighteen hours per day; 6,570 hours per year.

The open air deck seating will coincide with the Pier Restaurant hours of operation which are currently 6:00 a.m. to 9:00 p.m.; seven days a week; 52 weeks per year.

**4. *How will this project promote or enhance overnight stays in Flagler County?***

The improved Flagler Beach Pier Public Restrooms and construction of an open air deck on the east side of our restaurant will absolutely enhance the positive experience of visiting the beach within our City. As such, with the ability to enjoy breakfast, lunch, dinner or a drink in the open air, along with the experience of utilizing a clean, updated, well stocked, and visibly appealing restroom will attract tourists for multiple day visits to our beach, restaurants and hotels throughout Flagler County.

**Attachment II  
Specification/Budget Detail**

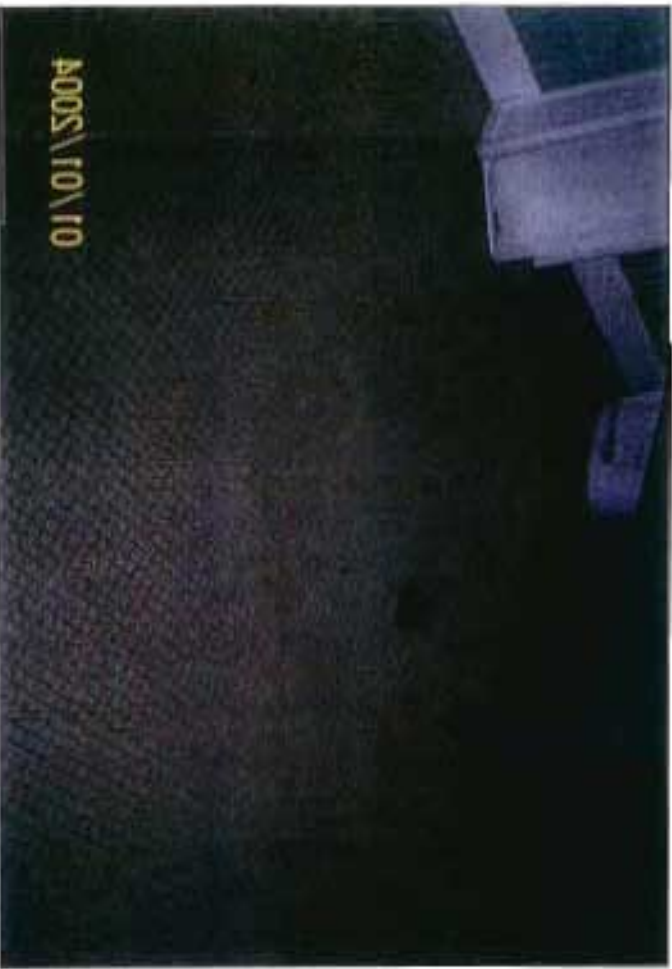
**Pier Restroom Refurbishment Project**

<b>Description</b>	<b>Model #</b>	<b>#</b>	<b>Unit Price</b>	<b>Total</b>
Mobilization		LS		\$500.00
Restroom Demo		LS		4,000.00
Structural Modifications				
Floor Materials		LS		\$2,500.00
Tile –Congoleum DuraCeramic		SF	\$1.70	1,020.00
Floor Labor (1 week)				3,600.00
Wall Materials		LS		7,900.00
Plumbing		LS		2,500.00
Electrical		LS		3,000.00
<b>Sub-Total</b>				<b>\$25,020.00</b>
<b>Fixtures and Accessories</b>				
Koala Kare Baby Changing Station	KB110-SSRE	2	\$927.00	\$1,854.00
Bobrick Recessed Soap Dispenser	B-4063	4	\$145.74	582.96
American Standard Wheelchair User Lavatory	9141.011	2	\$400.00	800.00
American Standard Innsbrook Electronic Lavatory Faucet (Multi AC Powered)	6057.205	6	\$509.00	3,054.00
American Standard Washbrook Urinal	6515.005		\$551.00	1,102.00
American Standard Selectronic Urinal Flush Valve	6061.305.007	2	\$569.00	1,138.00
American Stanard Neolo Elongated Toilet	2530.016	8	\$492.00	3,936.00
Church Toilet Seat	9500C	8	\$50.00	400.00
American Standard Selectronic Toilet Flush Valve	6068.262.007	8	\$569.00	4,552.00
Bobrick Solid Phenolic Partitions (with Stainless Steel Hardware)	1086 Series	Lot	\$6,300.00	6,300.00
Bobrick Stainless Steel Mirro	B-1556	4	\$58.74	234.96
Bobrick Toilet Tissue Dispenser	BOB 2892	8	\$116.75	934.00
Bobrick Hand Dryer	BOB7128	4	\$379.99	\$1519.96
Bobrick 36" Grab Bar	B-5806.99x36	2		
Bobrick 42" Grab Bar	B-5806.99x42	2		
Bobrick Sanitary Napkin Disposal (Newton Distributing)	B-254	5	\$90.64	453.20
American Standard Oval Bowl Vanity Top w/side splash	CMR2522	2	\$219.00	\$438.00
Two-Sink Vanity		2	\$600.00	1,200.00
Porta Jons – Knight Jon Boy Monthly Rental		4		820.00
Doors & Frame Special-Lite FRP Clad Fire Rated 90 min	SL-21	2	\$2,350.00	4,700.00
Wooden Louvers		4	\$75.00	300.00
Ventilation Fan		1	\$400.00	400.00
<b>Sub-Total</b>				<b>34,719.08</b>
Labor				26,750.00
Permitting, Margin & Continuity				8,510.92
<b>GRAND TOTAL</b>				<b>\$95,000.00</b>

**Attachment II**  
**Specification/Budget Detail**

**Pier Restaurant Open-Air Deck Project**

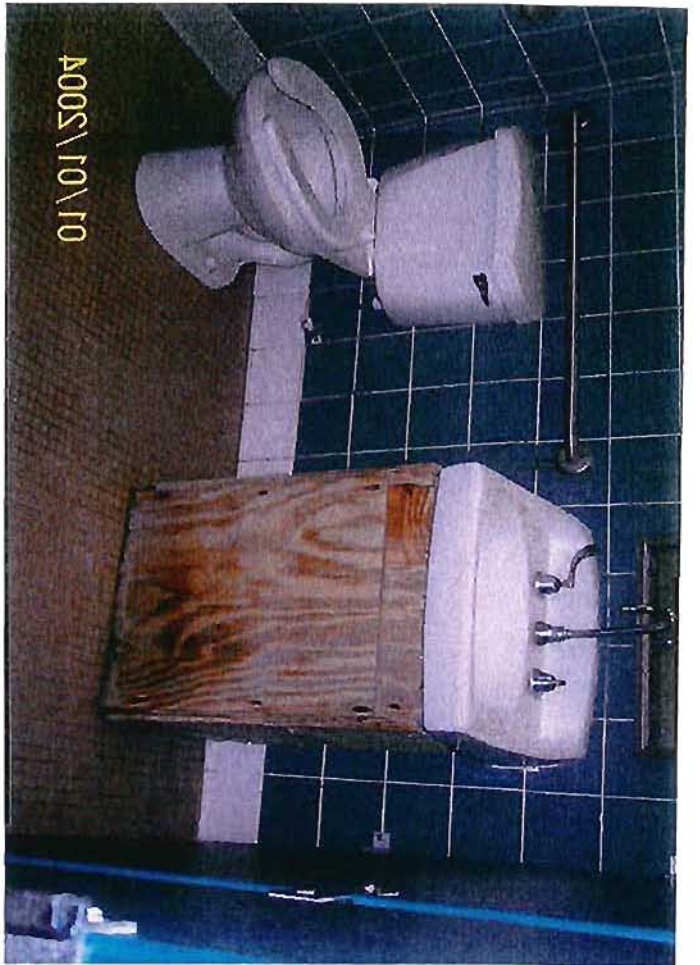
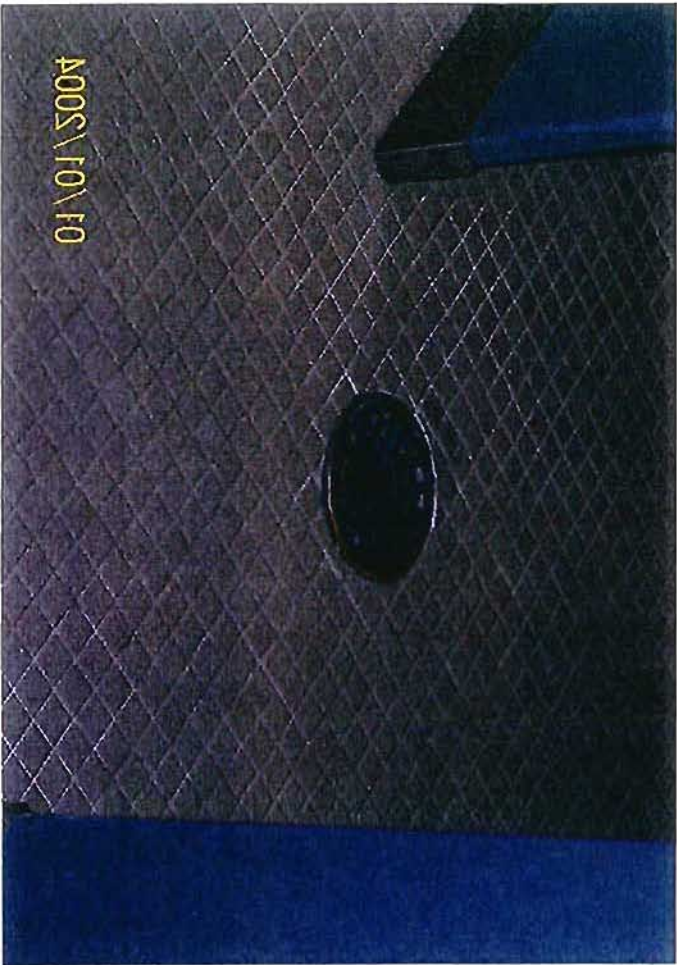
<b>Description</b>	<b>Cost</b>
Beach Elevation/Erosion Survey	\$4,200.00
Coastal Engineer Study/Evaluation	8,500.00
Construction Engineer	3,875.00
Piling Installation	33,425.00
<b>GRAND TOTAL</b>	<b>50,000.00</b>



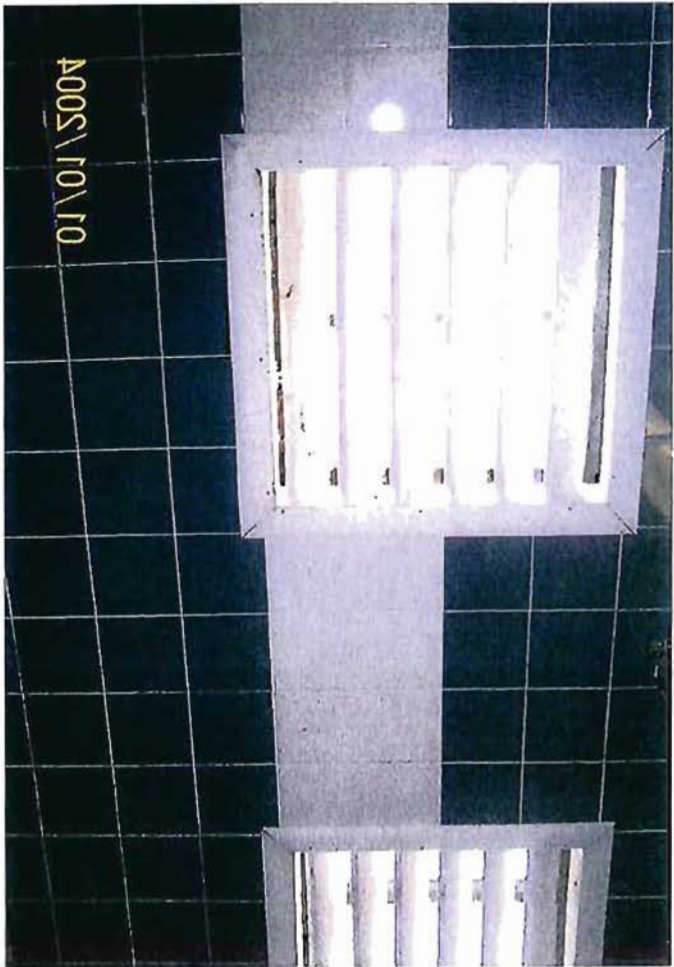
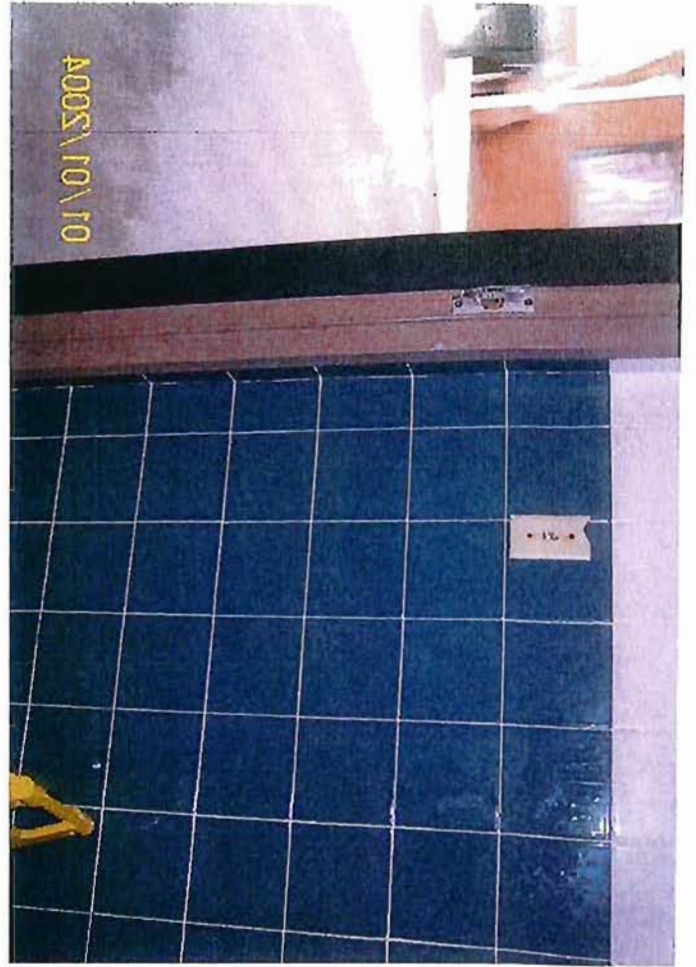
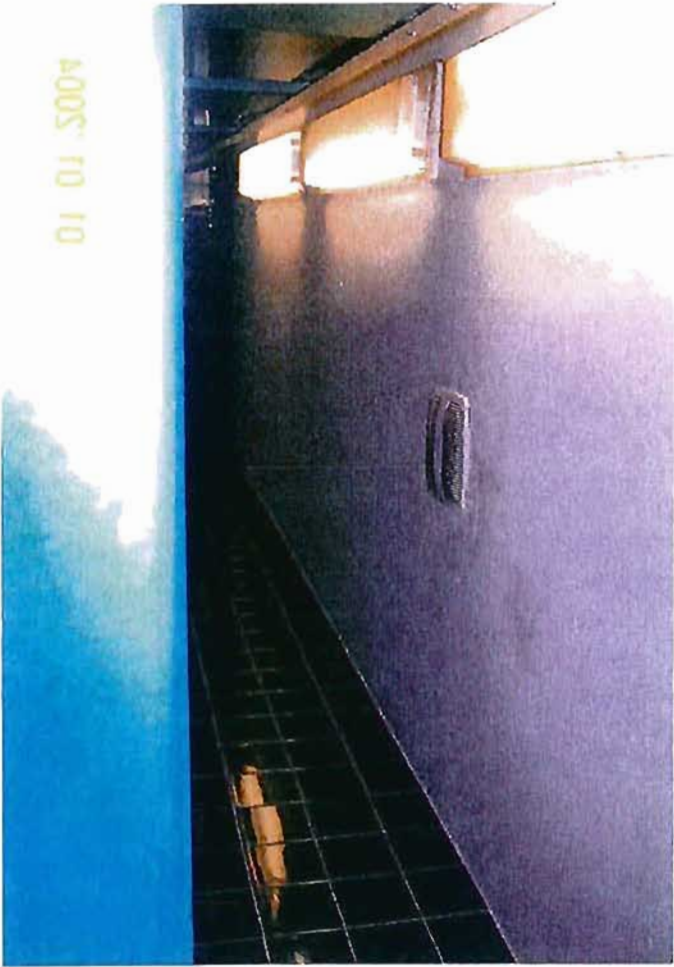














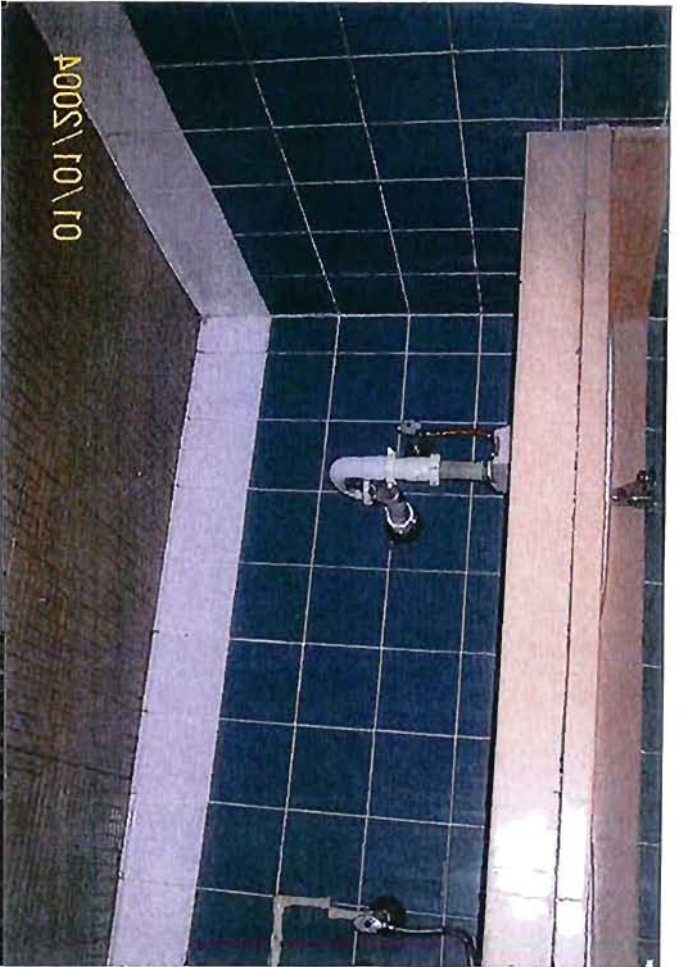




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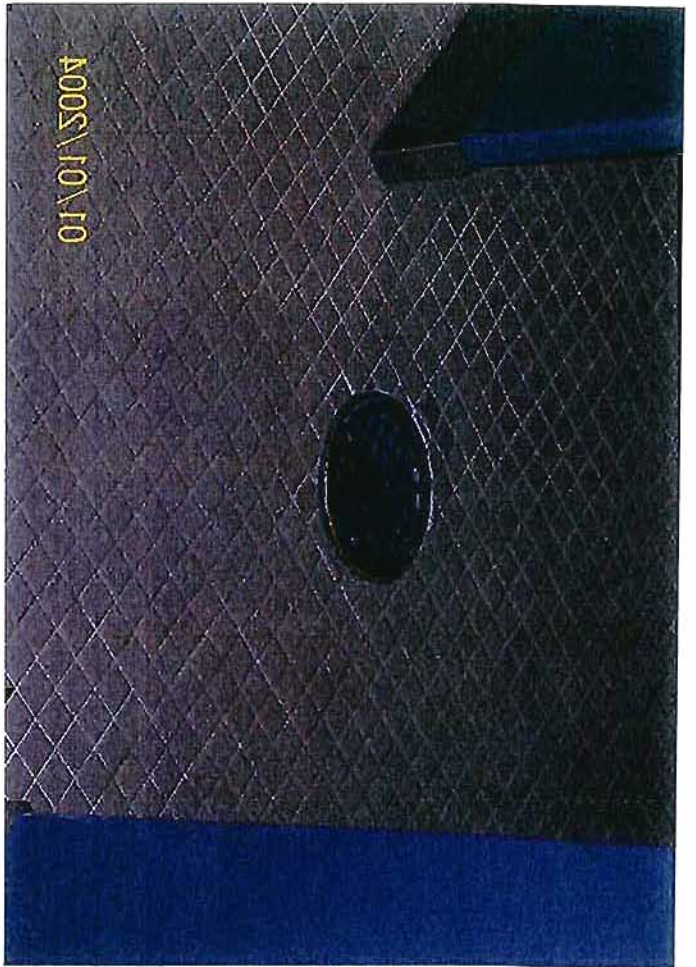
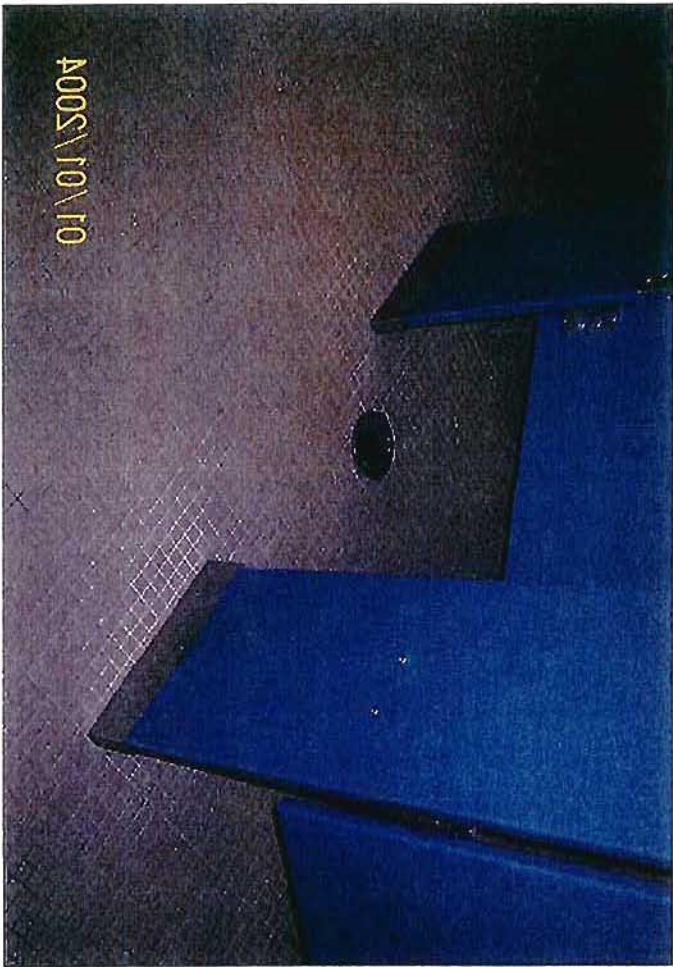


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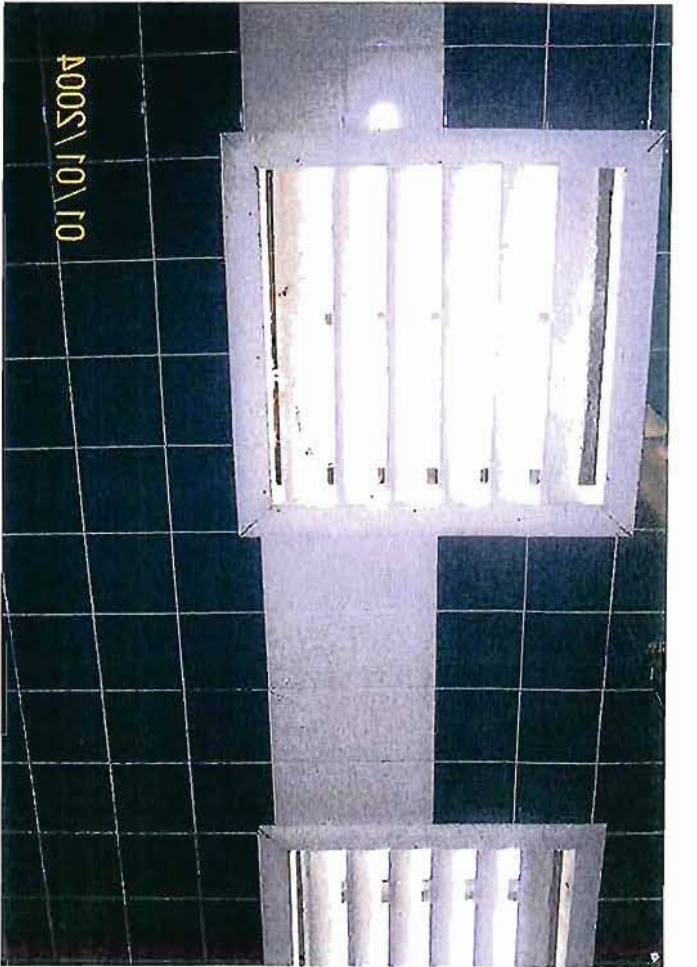
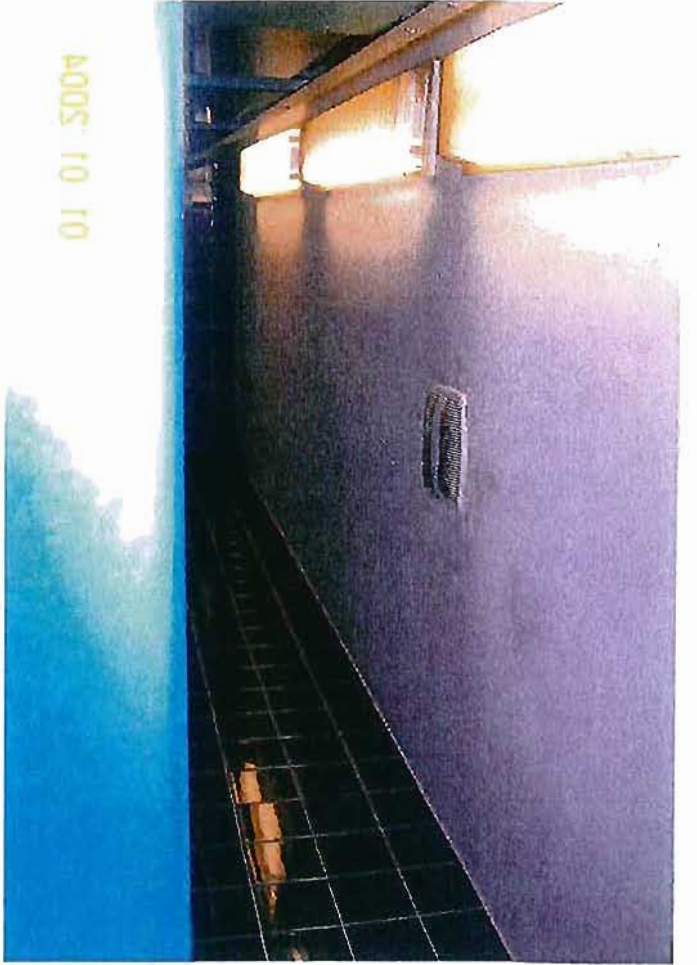
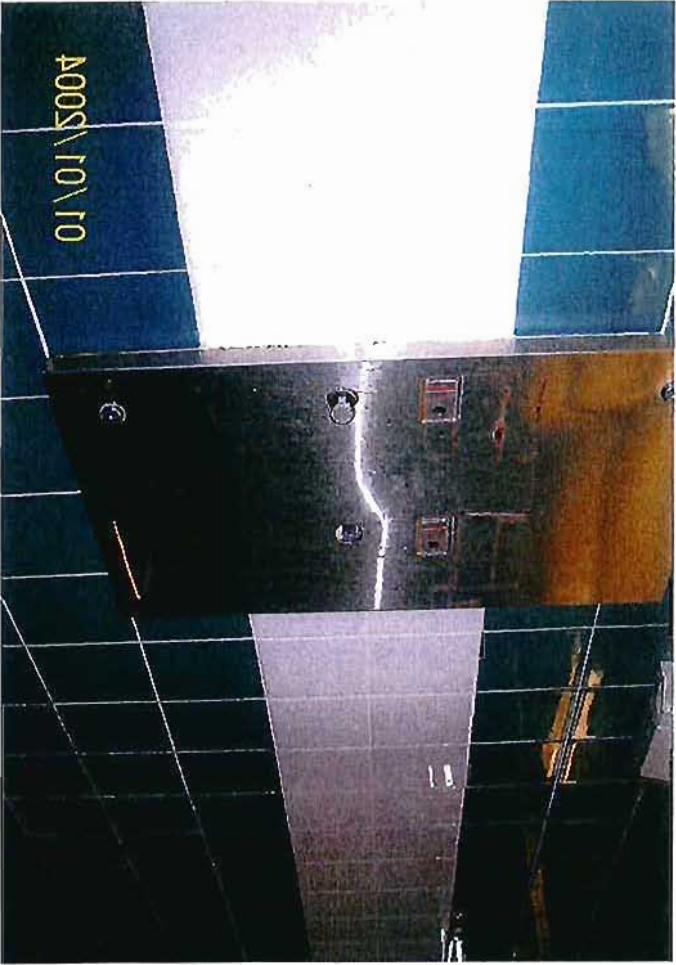


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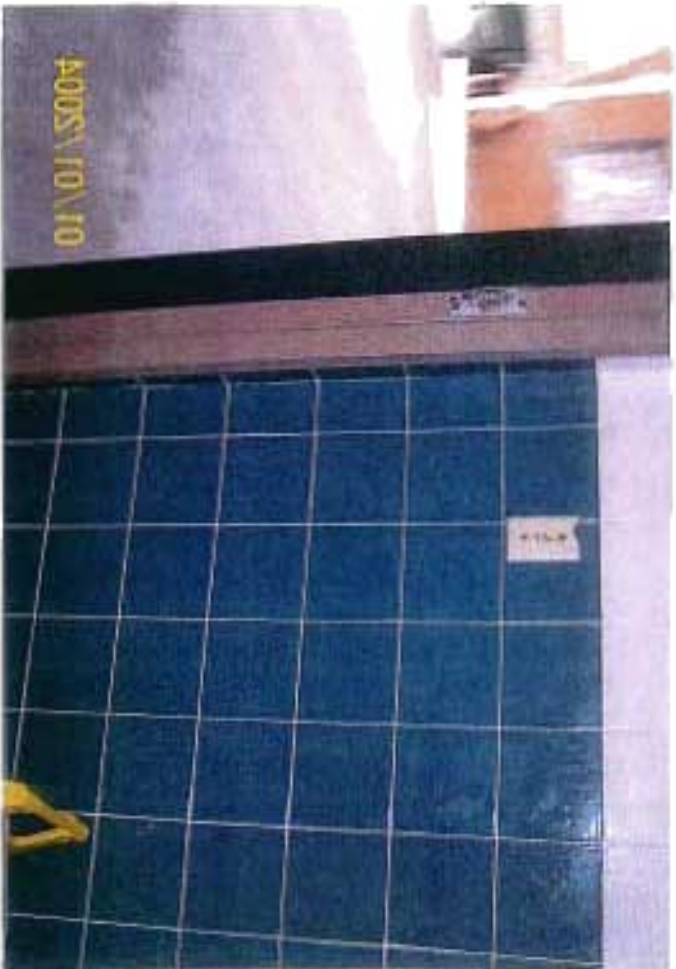
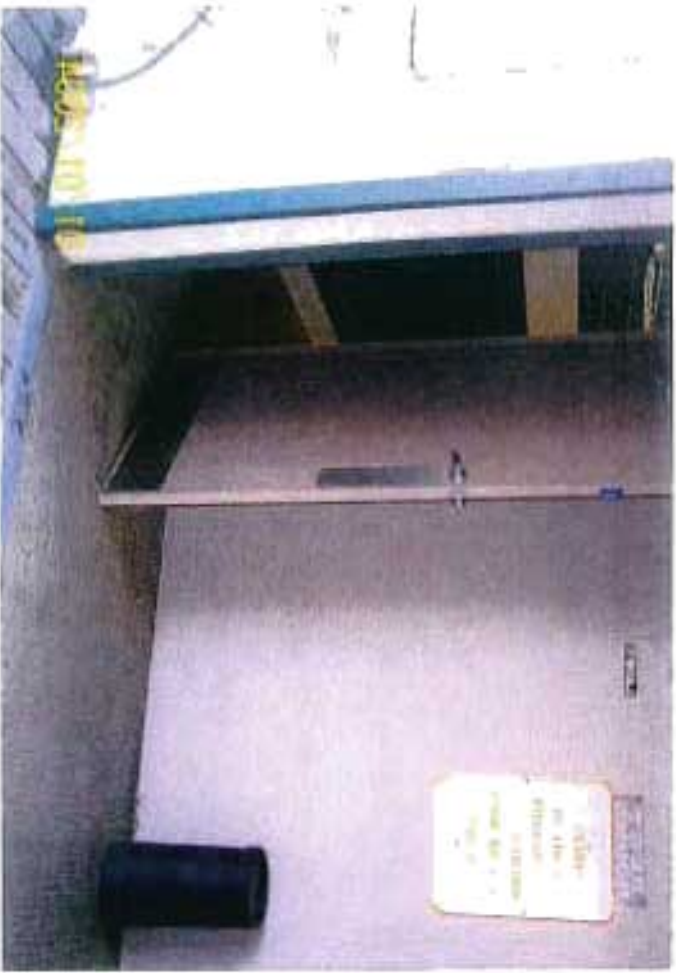


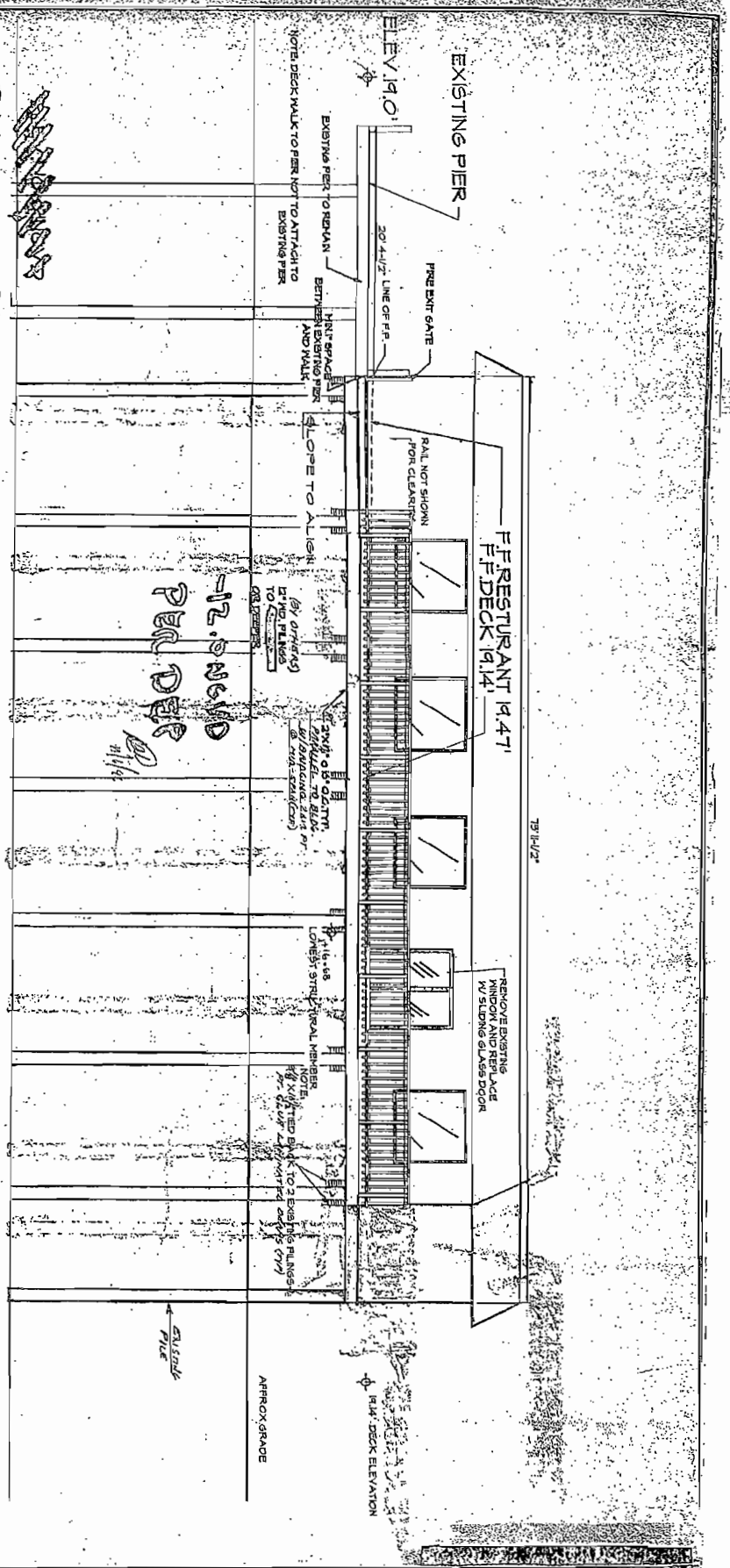






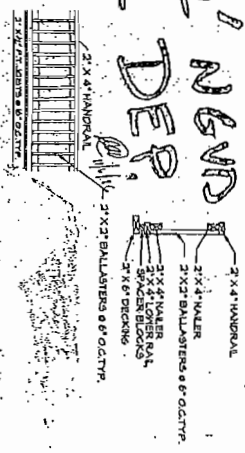






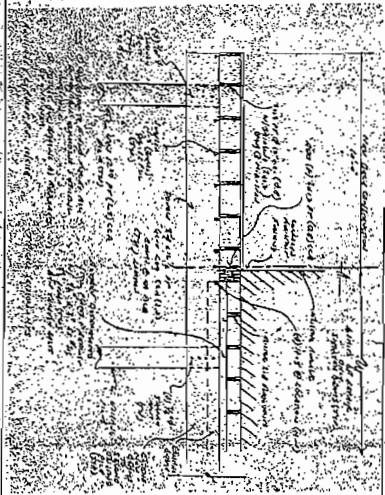
**ELEVATION**  
 -12' N&D  
 PER DEP.

**DECK DETAILS**



**ELEVATION**  
 -12' N&D  
 PER DEP.

**EAST ELEVATION**



SCALE: 1/4\"/>

**PLAN CERTIFICATION**

THESE DESIGN PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE STANDARDS ESTABLISHED IN SECTION 105.02 OF THE FLORIDA ADMINISTRATIVE CODE IN ACCORDANCE WITH SECTION 5 AND 6 OF THE NATIONAL STANDARD AMERICAN SOCIETY OF CIVIL ENGINEERS FOR BUILDINGS AND OTHER STRUCTURES TO MEET AND THE LOADS ASSOCIATED WITH A HUMAN BASED SERIES OF 101 LBS PER SQ. FT.

THE CODES, ORDINANCES AND REGULATIONS HAVE BEEN SELECTED AND SPECIFICATIONS ACCORDANCE WITH SECTION 5 AND 6 OF THE NATIONAL STANDARD AMERICAN SOCIETY OF CIVIL ENGINEERS FOR BUILDINGS AND OTHER STRUCTURES TO MEET AND THE LOADS ASSOCIATED WITH A HUMAN BASED SERIES OF 101 LBS PER SQ. FT.

**RECEIVED**  
 JUL 23 1995  
 BUILDING DEPARTMENT  
 FLAGLER BEACH, FLORIDA

FL-146

**FLAGLER PIER RESTURANT**  
 FLAGLER BEACH, FLORIDA

S-2

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONSENT / AGENDA ITEM # 16**

**SUBJECT:** Approval of Bid Award and Contract for #FC-11-17 Princess Place Road Design/Build Bridge No. 734090 Replacement; FDOT Financial Project No. 428683-1-58-01.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Sealed bids were solicited to complete the removal of the existing Bridge No. 734090 along Princess Place Road over Styles Creek and design, permit and construct a timber, covered replacement bridge with related roadway and safety improvements. The bridge will be a fully engineered clear span vehicular bridge of timber construction conforming to the 2010 FDOT Structures Manual Specification). The completed bridge will have one fourteen foot (14') wide vehicular travel lane and two eight foot (8') wide areas on each side of the bridge for pedestrian use and fishing. This project is subject to the terms and conditions of Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement previously approved by the Board. Funding for the project is from the 2009 American Recovery and Reinvestment Act (ARRA).

Engineering staff prepared the design/build bidding documents. Two alternate bridge design concepts were considered within the bid documents. The bids consisted of a reinforced concrete bridge with a timber covered roof structure and a timber bridge with timber roof structure. Staff has proposing to utilize the timber bridge with timber covered roof structure for construction.

Construction Engineering and Inspection (CEI) services are being procured through a separate Request for Proposal and planned for presentation to the Board at your second meeting in January. The costs for CEI is expected to be within the remaining funds available

Sealed bids for the design and construction of the Princess Place Bridge were solicited Wednesday, May 25, 2011, on Demandstar.com, as well as advertised in the local newspaper. The Purchasing Manager reviewed the documents for conformance to the Flagler County Purchasing Policy. At the public bid opening on July 6, 2011, one (1) bid was received from SE. Cline Construction, Inc. for both the Base Bid and Alternate Bid Options. Engineering staff has reviewed the bid for conformity to specifications as well as terms and conditions as outlined in the bid documents. Staff is recommending award to S.E Cline Construction of Palm Coast, Florida, who submitted the low responsive and responsible bid and is recommending approval of a contract for the lowest cost Alternate Bid in the amount of \$542,325.00.

Currently this project has no contingency funds and State monies are not permitted to be utilized for this purpose. Typically there is a 7-10% contingency for a project of this size. In addition, there is also a stream bank stabilization issue and some



undergrounding of electric that may need to be addressed, that falls just outside the scope of the project. This may require staff to return to request additional funds for these issues, if necessary. It is anticipated that these costs would fall into the regular contingency range specified above (\$35,000-\$50,000).

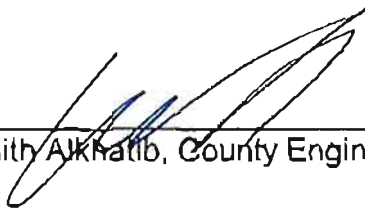
**FUNDING INFORMATION:** A total of \$648,000.00 in FDOT eligible funds were appropriated in the adopted fiscal year 2010-11 budget in account 310-8907-541.63-55 for this project. A total amount of \$548,000.00 was assigned within the FDOT LAP Agreement for construction costs and \$100,000.00 was identified for Construction Engineering and Inspections costs.

**DEPT./CONTACT/PHONE #:** Faith Alkhalib, P.E., County Engineer, 313-4045.

**RECOMMENDATIONS:** Request the Board approve award of bid and contract to the low responsive and responsible bidder S.E Cline Construction of Palm Coast, Florida for the Alternate Bid of totaling \$542,325.00.

**ATTACHMENTS:**

- 1. Bid Tabulation Results
- 2. FC-11-17 Contract Pages

  
\_\_\_\_\_  
Faith Alkhalib, County Engineer

8-10-2011  
Date

  
\_\_\_\_\_  
Craig M. Coffey, County Administrator

9 August 2011  
Date

	Initials	Date
Deputy County Admin,	SO	8-9-11
Financial Services		
Legal	MA	8-10-11

**Flagler County Board of County Commissioners**  
**ITB #FC-11-17 Princess Place Road Design-Build Bridge**  
 Due: Wednesday, July 6 2011 at 4:00pm

S.E. Cline Construction Palm Coast, FL	
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	\$ 549,325.00
	\$ 542,325.00

Witness: Amy Kennedy  
 Witness: Mary McGowan

**CONTRACT  
FOR  
PRINCESS PLACE ROAD  
DESIGN/BUILD  
BRIDGE NO. 734090 REPLACEMENT**

**PROJECT NO. FC 11-17**

This Contract, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Flagler County Board of County Commissioners, hereinafter called the **COUNTY**, and S.E. Cline Construction, 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, 2 & 3) 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 Proceed and fully complete all work hereunder within Two Hundred Ninety Four (294) 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 Five Hundred Forty-Two Thousand Three Hundred Twenty-five and 00/100 (\$ 542,325.00) 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  
And Ex-Officio Clerk to the Board**

\_\_\_\_\_  
**Alan Peterson, 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 # 17

**SUBJECT:** FY 2011/12 Approval of an Application to the Florida Commission for the Transportation Disadvantaged (CTD) for the Shirley Conroy Rural Capital Assistance Support Grant in the Amount of \$72,000.00 and Authorizing Resolution.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** The Florida Commission for the Transportation Disadvantaged has announced the application period for the Shirley Conroy Rural Area Capital Assistance Support grant, funds to provide financial assistance to eligible recipients in rural areas for the purchase of capital equipment. Due to funding shortfalls at the state level this grant has not been awarded in the past three years. Flagler County was notified on August 6, 2011 that funding for this purpose was to become available for the upcoming fiscal year. The deadline for submission is September 1, 2011. The grant application and supporting resolution is attached for your review and subsequent approval. If awarded, the grant funds of \$72,000.00 along with a local match of \$8,000 (total project cost \$80,000.00) will be used to replace one of the frequently used buses with a new bus. The vehicle being replaced is FCT-71, which is a 2006 model with over 168,000 miles. This vehicle is used throughout the County and to transport clients to out-of-county medical appointments.

**FUNDING INFORMATION:** If approved, this grant will need to be included in the proposed Fiscal Year 2011/2012 - Public Transportation Budget. This grant requires a ten (10%) percent match of \$8,000.00 that would require funding from the General Fund.

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

**RECOMMENDATIONS:** Request the Board approve the grant application for the Florida Commission for Transportation Disadvantaged (CTD) and adopt the resolution authorizing the County Administrator to sign the grant application and subsequent grant agreement on behalf of Flagler County.

**ATTACHMENTS:**

- 1. August 4, 2011 Cover Letter and CTD Grant Application

  
Heidi Petito, General Services Director

8/8/11  
Date

  
Craig M. Coffey, County Administrator

9 August 2011  
Date

Deputy County Admin.  
Financial Services  
Legal  
Other

Initials	Date
SC	8-8-11
DO	8-9-11
NA	8/9/11



**MEMORANDUM**

DATE: August 4, 2011  
TO: Community Transportation Coordinators  
FROM: Karen Somerset, Interim Executive Director *K. Somerset*  
COPIES: Planning Agencies (memorandum only)  
SUBJECT: Application and Policy Manual for the Shirley Conroy Rural Area Capital Assistance Support Grant

Rick Scott  
Governor

David Darm  
Chairperson

Vacant  
Vice Chairperson

Karen Somerset  
Interim Executive Director

---

Enclosed is the Application and Policy Manual for the Shirley Conroy Rural Area Capital Assistance Support Grant. Please note that the application and agreement are different than the Trip & Equipment application and agreement.

Please pay close attention to the timelines explained in the application package and be aware that there are some significant differences from other applications. You may submit your local coordinating board's approval after the submission date, however it must be provided prior to grant execution. You may want to keep the following in mind as you complete your grant application:

1. **Submission.** Grant applications must be submitted no later than September 1, 2011.
2. **Execution.** Grant agreements may be executed and effective no earlier than November 1, 2011. Costs incurred prior to grant agreement execution cannot be charged to the project, nor will the CTD give retroactive grant agreement execution. Executed contracts must be in our office prior to the contract start date. As you know, we cannot legally make contract retroactive so it is imperative that contracts be executed before service begins in order to obtain reimbursement.
3. **Resolution.** Exhibit D of the grant application is a sample resolution for your consideration. It is not required that you use the sample resolution, as long as the same basic information is provided. The resolution must include original signatures and must be attested to and sealed (corporate or notary seal) by a corporate officer.
4. **Allocations.** Proposed allocations will be submitted by the applicant; however, final allocation awards will be determined by the Commission. The Commission has a total of 1.4 Million available for statewide distribution.

Please contact your Project Manager if you have any questions.

Attachment: Application and Policy Manual for the Rural Capital Assistance Support Grant  
Sample Grant Agreement

# EXHIBIT A

## Commission for the Transportation Disadvantaged Grant Application Information Form for the Shirley Conroy Rural Area Capital Equipment Support Grant

1. DATE SUBMITTED: August 15, 2011
2. LEGAL NAME OF APPLICANT: Flagler County Board of County Commissioners
3. FEDERAL IDENTIFICATION NUMBER: 59-6000605
4. REMITTANCE ADDRESS: 1769 East Moody Blvd., Building 5
5. CITY AND STATE: Bunnell, FL ZIP CODE: 32110
6. CONTACT PERSON FOR THIS GRANT: Bob Owens
7. PHONE NUMBER: 386-313-4190 FAX NUMBER: 386-313-4120
8. E-MAIL ADDRESS: bowens@flaglercounty.org
9. PROJECT LOCATION [County(ies)]: Flagler County
10. PROPOSED START DATE: November 1, 2011 ENDING DATE: June 30, 2012
11. ESTIMATED PROJECT FUNDING REQUESTED:  
Grant Funds \$ 72,000.00  
Local \$ **8,000.00**  
**TOTAL \$ 80,000.00**

12. I hereby certify that this document has been duly authorized by the governing body of the applicant, and the applicant intends to complete the project, and to comply with any attached assurances if the assistance is awarded.

Craig M. Coffey, County Administrator

TYPED NAME OF AUTHORIZED REPRESENTATIVE AND TITLE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

August 15, 2011

DATE



13. **Local Coordinating Board Approval (must be prior to grant execution)**

I hereby certify that this grant has been reviewed in its entirety by the

Flagler County Coordinating Board.

\_\_\_\_\_  
COORDINATING BOARD CHAIRPERSON'S SIGNATURE

August 15, 2011

DATE



# EXHIBIT B

## PROPOSED PROJECT FUNDING

### I. Project Description and Cost

Capital equipment - Prioritize based on need.  
If vehicle, specify type of vehicle and fuel type  
(gas, diesel, alternative)

1. GMC 4500 Gas 6.0L, 23 foot 10 inch Bus,  
12 standard seats, 2 foldaway seats, 2 wheelchair  
positions. \$80,000.00

2. \$

3. \$

**Total Project Cost** \$80,000.00

### II. Funding Participation

A. Transportation Disadvantaged  
Trust Funds (90%) \$72,000.00

B. Local Match (10%) \$8,000.00

C. **Total Project Cost** **\$80,000.00**

# EXHIBIT C

## SCOPE

- Who** The Flagler County Public Transportation (FCPT) provides the services that were previously provided by Flagler Senior Services before March 1, 2004. Flagler County's transportation disadvantaged population continues to increase as the general population continues to age. FCPT has over 6,000 clients. As seen in the vehicle inventory, a large amount of the vehicles used by this department are older and have high mileage. Also, more vehicles are reaching the end of their safe useful life and some have succumbed to career ending mechanical failures. Fleet vehicle replacement has not kept pace with vehicle deterioration. In the past the procurement of vehicles has been dependent on funding from Section 5310 Capital Acquisition Fund administered by FDOT. Additional vehicles will result in more service provided for the available funding.
- What** FCPT is proposing the acquisition of a 14 passenger Small Cutaway Bus with 2 wheelchair positions. The vehicle will help FCPT to maintain the current level of safe service and to continue to improve efficiency and effectiveness. Service will be provided to the expanding population of transportation disadvantaged individuals in Flagler County. This vehicle will replace a vehicle that has very high mileage and has become less reliable due to increased maintenance costs.
- Where** The vehicle will be used in the service area of Flagler County and target the areas of Daytona North and Espanola, where the level of poverty and need is the greatest.
- When** The need for the vehicle is immediate and once the grant is approved, acquisition will be accelerated through the state vehicle purchasing system managed by CUTR.
- How** The vehicle to be acquired will provide continued service to Daytona North and Espanola. Procurement will be through the FDOT vehicle-purchasing program managed by CUTR. The vehicle to be acquired is on the state contract list and will be outfitted with radio and equipment that is compatible with that currently used by FCPT. Flagler County is classified as a REDI County. For this reason we are not obligated to provide a local match for this grant.
- Why** The demand response system operated by FCPT has faced budget cuts since 2008. At the same time our client numbers have been increasing as have our trip totals. The increased pace of operation makes it necessary to add more vehicles to our fleet and imperative to replace older vehicles. The mission of FCPT is primarily to provide transportation to those who cannot provide it for themselves. Awarding a grant to acquire a vehicle to continue to meet our mission will validate our contribution to the cause of providing for the transportation disadvantaged.

# EXHIBIT D

## AUTHORIZING RESOLUTION

A RESOLUTION of the BOARD OF COUNTY COMMISSIONERS of FLAGLER COUNTY (Applicant), hereinafter BOARD, hereby authorizes the filing of a Shirley Conroy Rural Capital Assistance Support Grant Application with the Florida Commission for the Transportation Disadvantaged.

WHEREAS, this BOARD has the authority to file this Grant Application and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. The BOARD has the authority to file this grant application.
2. The BOARD authorizes Craig M. Coffey, County Administrator to file and execute the application on behalf of the Flagler County Public Transportation with the Florida Commission for the Transportation Disadvantaged.
3. The BOARD'S Registered Agent in Florida is Heidi Petito, Director of General Services.  
The Registered Agents address is: 1769 East Moody Blvd., Building 5, Bunnell, FL 32110
4. The BOARD authorizes Craig M. Coffey, County Administrator to sign any and all agreements or contracts which are required in connection with the application.
5. The BOARD authorizes Craig M. Coffey to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the application or subsequent agreements.

DULY PASSED AND ADOPTED THIS 15th DAY OF AUGUST 2011.

BOARD OF COUNTY COMMISSIONERS

Alan Peterson, Chairman  
Typed name of Chairperson

\_\_\_\_\_  
Signature of Chairperson

ATTEST:

\_\_\_\_\_  
Signature



# **EXHIBIT E**

## **STANDARD ASSURANCES**

The recipient hereby assures and certifies that:

- (1) The recipient will comply with the federal, state, and local statutes, regulations, executive orders, and administrative requirements which relate to discrimination on the basis of race, color, creed, religion, sex, age, and handicap with respect to employment, service provision, and procurement.
- (2) Public and private for-profit, transit and paratransit operators have been or will be afforded a fair and timely opportunity by the local recipient to participate to the maximum extent feasible in the planning and provision of the proposed transportation planning services.
- (3) The recipient has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.
- (4) The recipient intends to accomplish all tasks as identified in this grant application.
- (5) Transportation Disadvantaged Trust Funds will not be used to supplant or replace existing federal, state, or local government funds.
- (6) Capital equipment purchased through this grant meets or exceeds the criteria set forth in the Florida Department of Transportation's equipment specifications, "Guidelines for Acquiring Vehicles" dated October 1993 (or as updated), "Part 1, Bid Documents," dated July 1995 (or as updated), and "Part 2, Specification Guidelines for Specialized Vehicles," dated July 1993 (or as updated), or criteria set forth by any other federal, state, or local government agency.
- (7) Capital equipment purchased through this grant comply with the competitive procurement requirements of Chapter 287 and Chapter 427, Florida Statutes.
- (8) If capital equipment is purchased through this grant, the demand response service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Such service, when viewed in its entirety, is provided in the most integrated setting feasible and is equivalent with respect to:
  - (a) response time,
  - (b) fares,
  - (c) geographic service area,

- (d) hours and days of service,
- (e) restrictions on trip purpose,
- (f) availability of information and reservation capability, and
- (g) contracts on capacity or service availability.

In accordance with 49 CFR Part 37, public entities operating demand response systems for the general public which receive financial assistance under 49 U.S.C. 5310 or 5311 of the Federal Transit Administration (FTA) have filed a certification with the appropriate state program office before procuring any inaccessible vehicle. Such public entities not receiving FTA funds have also filed a certification with the appropriate program office. Such public entities receiving FTA funds under any other section of the FTA have filed a certification with the appropriate FTA regional office.

This certification is valid for no longer than the contract period for which the grant application is filed.

Date: August 15, 2011 Signature: \_\_\_\_\_

Name: Craig M. Coffey

Title: County Administrator



Vehicle Number	Model Year	Make/Size/Type	FDOT Control	Vin Number	Ramp/Lift	Seats & W/C Positions	Average Miles/Year	Current Mileage	Expected Retirement	Funding Source	Active Backup/Retired	Other Equipment	Vehicle Condition	Tag Number	Purchase Price	Purchase Date
21	2007	Chevy Malibu	90562	1G1ZS5N87F298456	No	4	10,500	46,788	2017	5310	Active	2Way Radio	Good	TA0091	\$14,300.00	6/25/2007
31	2007	Dodge Caravan	90558	1D4G2P4R37B228686	No	6	15,000	74,683	2017	5310	Active	2Way Radio	Good	TA0974	\$16,653.00	4/12/2007
32	2007	Dodge Caravan	90559	1D4G2P4R57B228687	No	6	20,500	79,969	2017	5310	Active	2Way Radio	Good	TA0975	\$16,653.00	4/12/2007
33	2007	Dodge Caravan	90560	1D4G2P4R77B228688	No	6	19,000	79,112	2017	5310	Active	2Way Radio	Good	TA0976	\$16,653.00	4/12/2007
50	2004	Dodge Stratus	93566	1B3EL36R84N363709	No	3	12,500	81,387	2013	5310	Active	2Way Radio	Good	219385	\$13,554.00	4/30/2004
52	2006	Ford Taurus	-	1FAFP3U07A129895	No	3	10,500	44,106	2015	5309	Active	2Way Radio	Good	2180	\$12,184.00	7/21/2006
65*	2006	Turtle Top Ford Bus	93894	1FDXE45S25H60917	Lift	12 + (2)	27,000	149,675	2011	5310	Active	2Way Radio	Fair	219422	\$53,952.00	3/16/2006
66	2006	Chevy Champion 26' Bus	90523	1GBEAVG16F407161	Lift	20 + (4)	28,000	153,190	2011	5310	Active	2Way Radio	Fair	240291	\$69,404.00	2/13/2006
67	2006	Chevy Champion 26' Bus	-	1GBEAVG16F407225	Lift	20 + (4)	28,000	170,581	2011	TD Grant	Active	2Way Radio	Fair	240541	\$69,404.00	5/6/2006
70	2006	Ford E350 21' Bus	-	1FDWE35K6DA92125	Lift	8 + (2)	28,000	149,341	2012	5309	Active	2Way Radio	Fair	2194	\$45,312.00	9/6/2006
71*	2006	Ford E350 21' Bus	-	1FDWE35S86DA92124	Lift	8 + (2)	28,000	168,078	2012	5309	Active	2Way Radio	Fair	2197	\$45,312.00	9/6/2006
72	2006	Ford E350 21' Bus	-	1FDWE35S36DA92127	Lift	8 + (2)	28,000	148,630	2012	5309	Active	2Way Radio	Fair	2195	\$45,312.00	9/6/2006
73	2006	Ford E350 21' Bus	-	1FDWE35S36DA92127	Lift	8 + (2)	28,000	154,437	2013	5309	Active	2Way Radio	Fair	2196	\$45,312.00	9/6/2006
74	2007	Small Turtle Top Bus	-	1GBL331U171109246	Lift	10 + (2)	28,000	120,688	2014	5310	Active	2Way Radio	Excellent	TA4245	\$54,760.00	1/3/2008
75	2007	Chevy 3500 Turtle Top Bus	90583	1GBL331U071195026	Lift	10 + (2)	28,000	118,435	2014	5310	Active	2Way Radio	Excellent	TB2889	\$51,518.00	2/26/2008
76	2007	Chevy 3500 Turtle Top Bus	-	1GBJG31U071245070	Lift	11 + (1)	28,000	100,357	2014	TD Grant	Active	2Way Radio	Excellent	TB9160	\$59,387.00	10/26/2008
77	2008	Chevy Terra Transport Bus	-	1GBJG31K281164698	Lift	11 + (1)	28,000	82,205	2014	5309	Active	2Way Radio	Excellent	TB9159	\$63,100.00	10/26/2008
78	2008	Chevy Terra Transport Bus	-	1GBJG31K181218525	Lift	10 + (2)	28,000	88,520	2015	5309	Active	2Way Radio	Excellent	TB9157	\$63,100.00	10/26/2008
79	2009	Chevy Terra Transport Bus	-	1GBJG31K981217722	Lift	10 + (2)	28,000	88,735	2015	5309	Active	2Way Radio	Excellent	TB9156	\$63,100.00	10/26/2008
80	2009	Chevy Terra Transport Bus	-	1GBJG31K681218567	Lift	10 + (2)	28,000	82,563	2015	5309	Active	2Way Radio	Excellent	TB9157	\$63,100.00	10/26/2008
81	2009	Chevy Terra Transport Bus	-	1GBJG31K981217722	Lift	10 + (2)	28,000	88,735	2015	5309	Active	2Way Radio	Excellent	TB9156	\$63,100.00	10/26/2008
82	2008	Chevy Uplander Mini Van	-	1GBDV13W18D209488	Lift	6 + (2)	5,000	13,613	2015	5310	Active	2Way Radio	Excellent	TB9161	\$37,220.00	1/15/2009
83	2009	Chevy Terra Transport Bus	91527	1GBL331K181163607	Lift	10 + (2)	28,000	60,205	2015	5310	Active	2Way Radio	New	TB8458	\$63,320.00	5/20/2009
84	2009	Chevy Terra Transport Bus	-	1GBL331K591107896	Lift	10 + (2)	28,000	64,479	2015	TD Grant	Active	2Way Radio	New	TB8461	\$65,000.00	6/22/2009
85	2010	Chevy 4500 Bus	80517	1GBEAV7G39F413287	Lift	18 + (3)	28,000	47,858	2016	5311 ARRA	Active	2Way Radio	New	TB6407	\$75,810.00	3/18/2010
86	2010	Chevy 4500 Bus	-	1GBEAV7G09F413344	Lift	20 + (2)	28,000	32,973	2016	5309	Active	2Way Radio	New	TC3378	\$75,948.00	4/22/2010
87	2010	Chevy 4500 Bus	-	1GBEAV7G49F413217	Lift	20 + (2)	28,000	28,441	2016	5309	Active	2Way Radio	New	TC3377	\$75,948.00	4/22/2010
88	2010	Chevy 6.0 Bus	91550	1GB9G5AG1A129837	Lift	14 + (2)	28,000	36,760	2016	5310	Active	2Way Radio	New	TC3362	\$65,860.00	5/12/2010
89	2009	Dodge Caravan Eldorado W/C Van	-	2D4R14DE7AR248875	Lift	6 + (2)	5,000	3,295	2020	5309	Active	2Way Radio	New	TC3386	\$40,867.00	8/12/2010

\* Replacement with Shirley Conroy Rural Capital Assistance Grant

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
CONSENT / AGENDA ITEM # 18**

**SUBJECT:** Approval of Revised Lease Agreement with Captain's Bait, Tackle and BBQ, LLC for Bings Landing Concessions.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** At the August 1, 2011 regular meeting, the Board of County Commissioners approved a lease agreement with Captain's Bait, Tackle and BBQ for the Bings Landing Concession building. However, at the meeting a large amount of unanticipated discussion occurred and several significant lease terms were modified at the meeting without a strong amount of informational research. If you recall, these modification included changes to the proposed monthly rental fee, restrictions on location, tree preservation, parking, the type and approval of signage, as well as the proposed configuration of leased area. As a result, County Staff has met with the proposed vendor and is putting forth further changes in an attempt to seek approval of the revised lease agreement that works for the vendor and the County. Captain's Bait, Tackle and BBQ, LLC has offered the following proposed changes which County Staff can recommend to the Board.

- No Tree Removal – To accomplish this goal a modification to the footprint of leased space is proposed, which will allow the 22 inch oak tree (located on the west side of facility) to remain. It will be incorporated into an expanded porch area. The expansion will increase deck space by approximately 550 sq. ft. The proposed adjoining building additions will be reduced from 930 sq. ft to two smaller additions totaling approximately 660 sq. ft., as shown in a revised Exhibit A.
- Increased Rent Schedule – In the first attachment to this agenda memo, staff has described the factors it considered when deciding on the rent and yearly adjustments. Based on this analysis, staff is asking the Board to consider a compromise on the rent schedule to allow for an increase of \$40 per month which is the halfway point between the \$30 and \$50 amounts discussed at the last Board meeting. Under these rates, over a fifteen year period the vendor will have paid out over \$150,000 in rental payments, as shown in Exhibit B. In addition to these rental fees, the vendor is also proposing to spend approximately \$53,000 in capital improvements to the facility which will stay with Flagler County as the owner of the facility. In choosing to use a flat amount for annual increases, we simplify the calculation not only of the rent but also the sales tax due, rather than have a dollar value that moves based on a percentage increase that may or may not be subject to compounding.
- Sign Approval – The vendor is seeking to avoid a follow up BCC hearing on the signs. Currently the BOCC approves no signs in the County for any project. However, it would be appropriate to have approval from A1A Scenic PRIDE which uses "context sensitive design" (matching the signs to the surroundings so the

signs blend in). This objective is the BOCC's interest in this issue. Thus, we propose that after A1A Scenic PRIDE approval the County Administrator be given the authority to approve the sign permit application. The vendor agrees with this approach.

So that the BOCC has some further background on this point, the General Services Department is working on a multi-year project which will allow for the replacement of park signage to incorporate a standardization of signage while keeping the look and theme unique to Flagler County. One of the elements which comes from the scenic highway work is to incorporate coquina in the sign structure. The construction of these coquina signs will be similar to those currently being used and proposed within the Town of Marineland, more specifically River to Sea Preserve. These have been approved by A1A Scenic PRIDE. One of the locations receiving new park signage this year will be Bings Landings. A conceptual drawing of the proposed signage is shown in Exhibit C. Exhibit D shows you the signage throughout the Hammock Area and how it varies significantly. Captain's Bait, Tackle and BBQ would like to remain consistent with Flagler County's proposed signage and conceptually are proposing the installation of similar signage as shown in Exhibit E. A portion of the Bings Landing site plan shows the locations of the County's and vendor's proposed signage in Exhibit F.

This Agreement is for an initial term of five years beginning on September 1, 2011, and ending on August 31, 2016 with an option to renew for one additional five year period. If the lessee exercises its renewal option described previously, then at the end of the ten year period, the lease may be renewed for an additional five year period upon mutual agreement of both parties. The other modifications discussed by the Board not mentioned herein have been accepted and incorporated into the lease. No other changes to the original terms and conditions are being proposed.

**FUNDING INFORMATION:** The proposed capital improvements made to this County facility are estimated at \$53,000 and will be funded by Captain's Bait, Tackle and BBQ. This lease agreement allows for base rent payments in the amount of \$500.00 a month, \$6,000.00 annually. This monthly rent will increase by \$40 dollars on each annual anniversary over the term of this agreement.

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

**RECOMMENDATIONS:** Request the Board approve the revised lease agreement with Captain's Bait, Tackle and BBQ, LLC for Bings Landing Concessions for the following items:

1. New leased premise square footage and area as shown on Appendix A
2. Lease rent increases of \$40 per year versus 10% per year.
3. Staff signage approval authority with A1A Scenic PRIDE oversight without a return to the Board of County Commissioners.



**ATTACHMENT:**

1. Staff Rent Considerations
2. Exhibits A through F for this Staff Report
3. Revised Lease Agreement for Bings Landing Concession

Heidi Petito (RP)  
Heidi Petito, General Services Director

8/10/11  
Date

Craig M. Coffey  
Craig M. Coffey, County Administrator

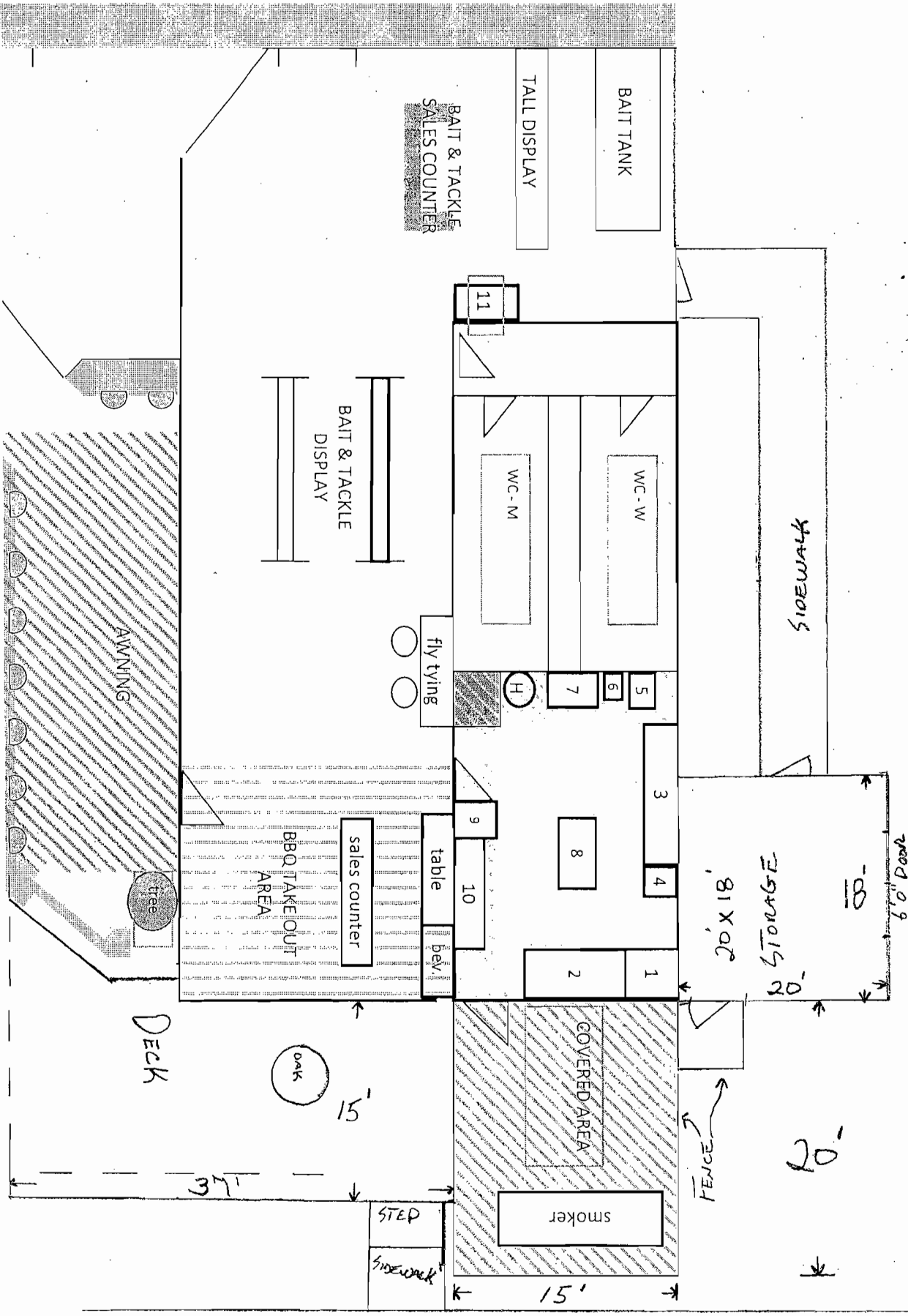
10 August 2011  
Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
<u>JS</u>	<u>8-10-11</u>
<u>DA</u>	<u>-</u>
<u>MA</u>	<u>8-10-11</u>

## Staff Rent Considerations

1. In the years prior 2009 we collected between \$1,700 and \$1,900 related to this facility for social gatherings.
2. The lease rent of the former vendor was \$500 a month with a CPI escalator clause. That lease was approved by most of the current board members in May of 2009 for 5 years until May 2014. The economy has only declined since then. The CPI was never able to be implemented.
3. The former vendor could not make it work with the \$500 monthly rent (It is understood that some of the former problems from the vendor was potentially self inflicted).
4. The former vendor did not make any physical improvements or other investments that stayed with the County.
5. The rent in the RFP was advertised at \$500.00 a month. One proposal offered \$500 a month rent with some increase and profit sharing. The other proposal offered \$600 a month rent with a slight increase over time and no capital improvements to County Facilities.
6. The owner is making an estimated investment of \$53,000 dollars to the County facility that will stay with the County. This would add an additional amount to the base rent of \$441 dollars over the first ten years or \$294 over 15 years.
7. This vendor will have limited exposure, limited signage, limited, traffic, limited facilities, and restricted usage because of the location of the facility and the restrictions we have placed on the facility versus a separate commercial location that will have much more flexibility to try different measures that will help increase their revenues.
8. Although park traffic will be strong at times for about three to four months out of the year customer traffic will be minimal. In addition, throughout the other months heavy rain, thunder, and wind events severely reduces park visitors and effect hours of operation.
9. Seating will be limited and the BBQ side only plans to cook a certain amount each day until it runs out.
10. Other sub vendors such as canoes and bikes will likely be subcontracted which will provide a minimal amount of commissions.
11. Other pavilion rentals (revenues for the County) may increase as a result of having this facility occupied and functioning at a high level.



**Exhibit A**

## Bing's Landing Concession - Rent Schedules

Original Staff Proposal			
\$30 increase/year			
year	rent/month	rent + tax	rent/year
1	500.00	535.00	6,420.00
2	530.00	567.10	6,805.20
3	560.00	599.20	7,190.40
4	590.00	631.30	7,575.60
5	620.00	663.40	7,960.80
6	650.00	695.50	8,346.00
7	680.00	727.60	8,731.20
8	710.00	759.70	9,116.40
9	740.00	791.80	9,501.60
10	770.00	823.90	9,886.80
<b>Total Rent</b>			<b>81,534.00</b>

\*10 year lease

Board Approved 8/1/11			
10% compounded/year			
year	rent/month	rent + tax	rent/year
1	500.00	535.00	6,420.00
2	550.00	588.50	7,062.00
3	605.00	647.35	7,768.20
4	665.50	712.09	8,545.02
5	732.05	783.29	9,399.52
6	805.26	861.62	10,339.47
7	885.78	947.79	11,373.42
8	974.36	1,042.56	12,510.76
9	1,071.79	1,146.82	13,761.84
10	1,178.97	1,261.50	15,138.02
<b>Total Rent</b>			<b>102,318.27</b>

\*10 year lease

Vendor Proposal			
\$40 increase/year			
year	rent/month	rent + tax	rent/year
1	500.00	535.00	6,420.00
2	540.00	577.80	6,933.60
3	580.00	620.60	7,447.20
4	620.00	663.40	7,960.80
5	660.00	706.20	8,474.40
6	700.00	749.00	8,988.00
7	740.00	791.80	9,501.60
8	780.00	834.60	10,015.20
9	820.00	877.40	10,528.80
10	860.00	920.20	11,042.40
<b>Total Rent</b>			<b>87,312.00</b>
<b>Total Rent</b>			<b>150,228.00</b>

**Exhibit B**



**Exhibit C**



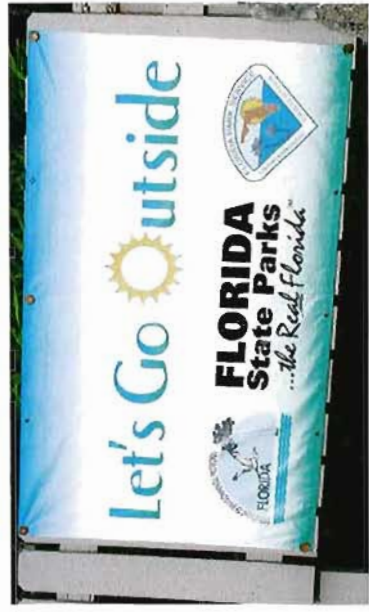
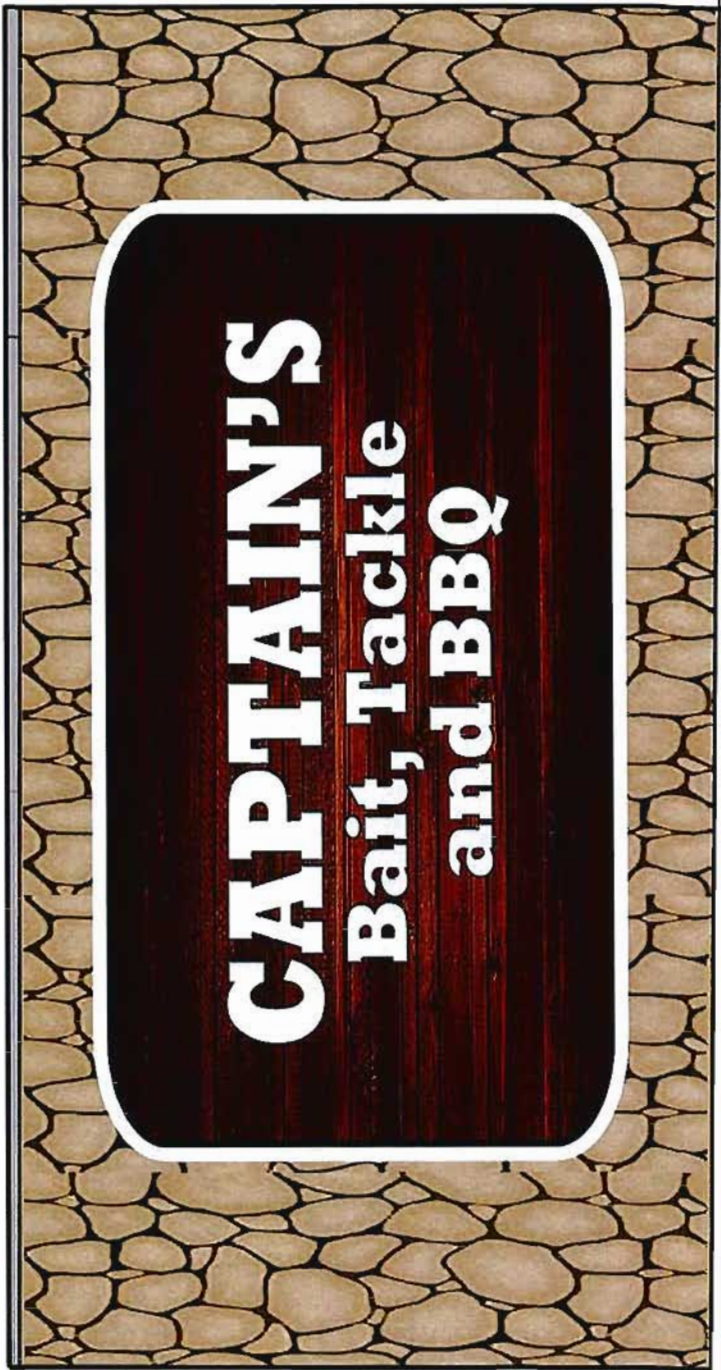
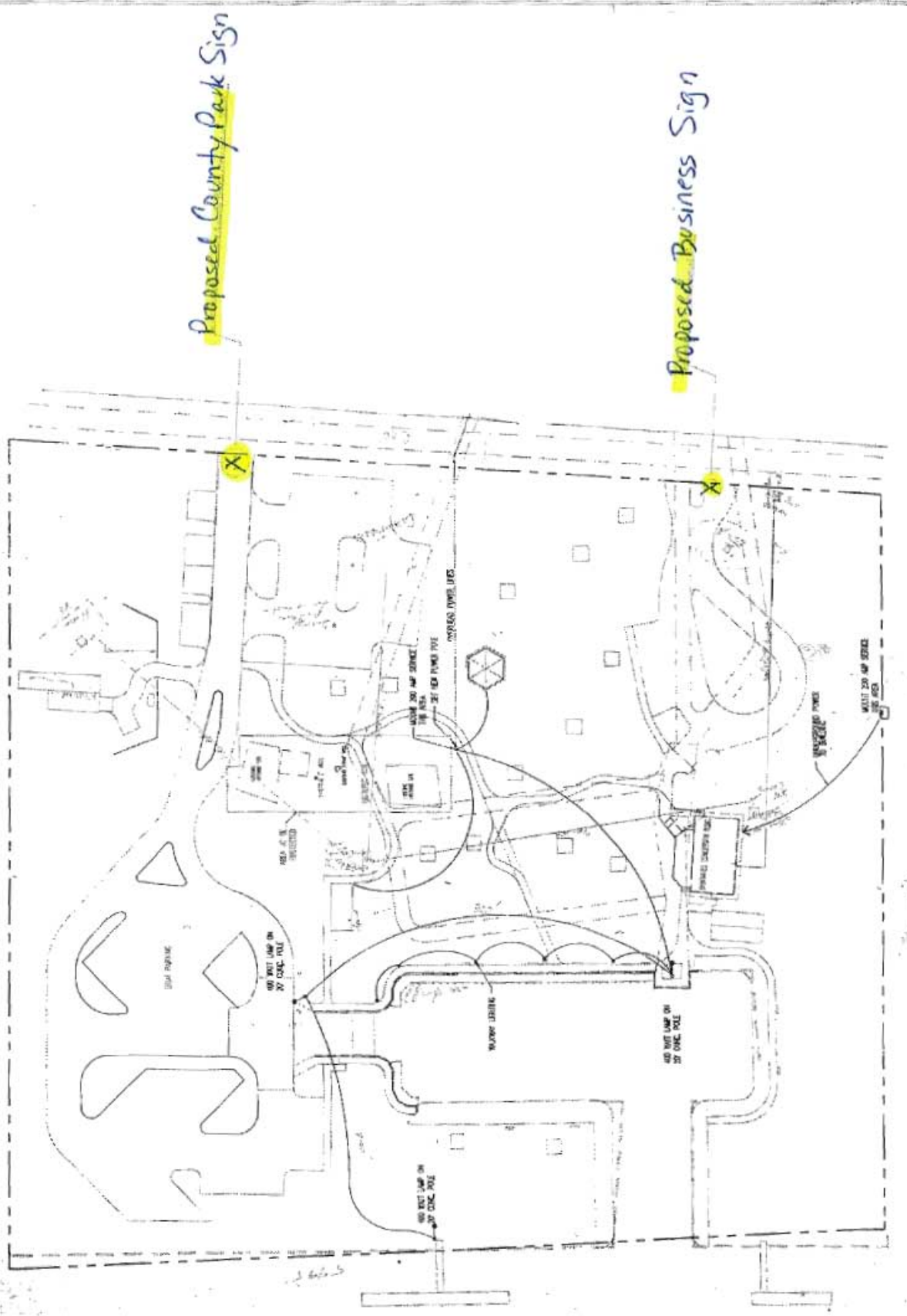


Exhibit D







Proposed County Park Sign

Proposed Business Sign

Exhibit F



**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 August 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 an adjoining building additions (18ft by 20ft and 15ft by20ft) plus an expanded 550 s.f. deck area-30 foot by 31 foot outside-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.

**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 (15<sup>th</sup>) day of each month until termination of the Lease. The monthly rental fee shall increase by ~~ten (10%) percent on a compounding basis~~ 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.

- 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 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 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.

**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:

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 ~~Seenie-A1A Scenic PrideRiver and Sea-Trail Corridor Management Entity~~ with final approval by the ~~LessorCounty Commission~~. 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.

Date of Approval: 1 August, 2011

ATTEST:

FLAGLER COUNTY BOARD  
OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Gail Wadsworth, Clerk and Ex Officio

\_\_\_\_\_  
Alan Peterson, Chairman

Clerk to the Board

Approved as to form:

\_\_\_\_\_  
Albert Hadeed  
County Attorney

ATTEST:

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

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Grace A. Goodman, Manager

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name

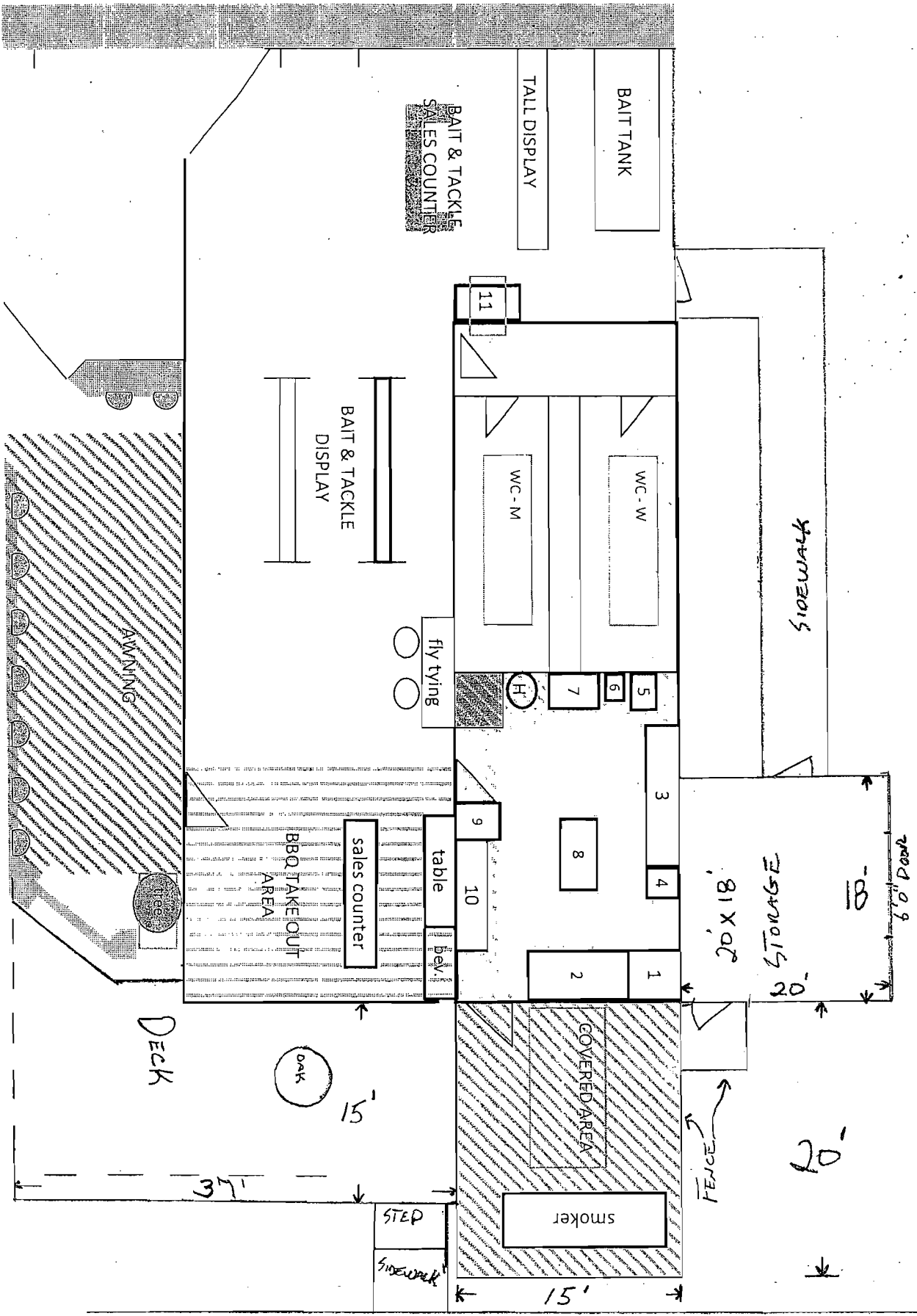
STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 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

\_\_\_\_\_  
Printed Name

# Exhibit A



EXISTING SIDEWALK

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
GENERAL BUSINESS / AGENDA ITEM # 19**

**SUBJECT:** Consideration to Accept a Portion of Strickland Road/Durrance Lane as a Public Road

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** This agenda item is in follow up to direction from the Flagler County Commission provided at its April 11, 2011 workshop on the disposition of Strickland Road/Durrance Lane. At the workshop, the Commission directed staff to research and report back with information for consideration and possible action on the status of Strickland Road/Durrance Lane.

**BACKGROUND:** Strickland Road/Durrance Lane is a privately owned road of varying widths with a range of 50 ft to 100 ft subject to multiple agricultural easements issued over the property. In Flagler County there are approximately 77 parcels, representing 8 companies and 56 property owners, of which include 16 homesteaded property owners near the end of Strickland Road/Durrance Lane that are affected.

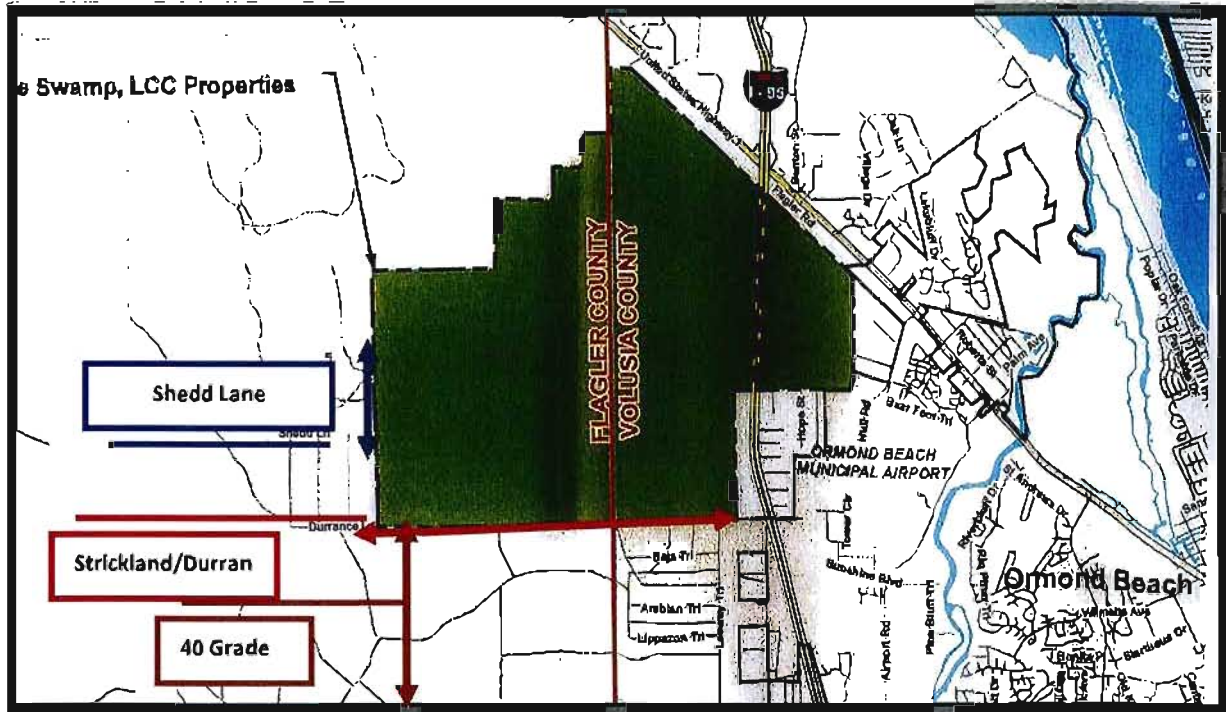
The private roadway is a total of 3 ¼ miles long, with approximately two (2) miles of private roadway in south Flagler County and one and one-quarter (1¼) miles in Volusia County within the City of Ormond Beach. The segment being discussed in Flagler County is between the County Line and Shedd Lane, which is also 40 Grade to the south. The private roadway has been in existence for many years and is primarily unimproved with a minimal amount of base. In Flagler County, there are no residents directly on the segment being discussed due to the fact there is a mitigation bank running along the north side of the road and Hunter's Ridge DRI abutting the south side. The private roadway has now been offered for dedication to the County.

Acceptance of the private roadway was discussed briefly in 2010 as part of the Hunters Ridge Substantial Deviation and Development Order (DO) amendment. Flagler County received notification on June 24, 2010 from Palm Coast Holdings a/k/a Tomoka Holdings regarding its ownership of the majority of the property known as Strickland Road/Durrance Lane (easement) and their concerns as to the liability associated with its use of said property for access (Attachment 1). On February 2, 2011, staff received additional correspondence from Palm Coast Holdings offering to donate its portion of the property associated with Strickland Road/Durrance Lane to Flagler County. In that same letter, it was also indicated that if the County is not interested in receiving the property, the owner may seek to grant the property to a private land owner (Attachment 2). This prompted the item to be presented to the Board for consideration as a policy matter, as any transfer to a new owner could complicate any future action by the County.

**Physical Location and Ownership**

Staff has been unable to obtain an existing survey that accurately depicts the physical location, as well as the roadbed for Strickland Road/Durrance Lane. However, using the best information presently available to staff, we believe the location of the roadbed is generally within its 50 to 100 feet boundary. If the Board chose to move forward with the acceptance of the private roadway, staff would recommend that a survey is done to verify the location prior to final acceptance. The estimated cost of this survey could be up to approximately \$15,000.

The map below shows the physical location of Strickland Road/Durrance Lane in both Flagler and Volusia Counties (Ormond Beach).



Heading west from Tymber Creek Road (which runs parallel to I-95), Mr. M.C. Strickland, Jr. owns the first ¼ mile of Durrance Lane located entirely within Volusia (in the City limits of Ormond Beach). The roadway then shifts northerly, where it is owned by Tomoka Holdings, LLC (within Volusia, also in the City limits of Ormond Beach). West of the Volusia/Flagler County line, the ownership of the roadway shifts entirely to Lake Swamp, LLC, where they own a total of two miles, broken into three separate parcels, all in Flagler County: the first parcel is approx. 0.88 miles, the second parcel is approx. 0.12 miles, and the third parcel is 1 mile in length. The section being discussed in Flagler County includes from the County Line to the intersection with Shedd Lane or 40 Grade to the south (along the south side of the green shaded area).

Through correspondence dated June 15, 2011, Mr. Jay Livingston, with Livingston, Wolverton, and Sword, PA, has expressed concern on how the information was being relayed to the Flagler County Commissioners regarding Tomoka Holdings, LLC & Lake Swamp, LLC and its ownership of the property in question. A copy of that letter is attached (Attachment 3). The letter with full backup is posted online. This correspondence also provides a historical overview on the ownership of the property associated with Strickland Road/Durrance Lane and various easements.

#### Hunter's Ridge Development of Regional Impact Language

Both the current development order and former development order provide for some potential contributions to the Durrance Lane segment in the long term. The current development order does restrict the potential use of the private roadway for emergency access and triggers any contribution of assistance to a future phase emergency connection. Any future connection is not expected to occur for at least another twenty years, if ever. The DRI language is attached (Attachment 4).

## Maintenance and Upgrading - From the Flagler County Line to Shedd Lane

Outlined below are two (2) estimated cost scenarios for the stabilization and maintenance of Strickland Road/Durrance Lane, ranging from bringing the road up to basic unpaved standards (including annual maintenance) to reshaping the road to promote adequate drainage. The scenarios involve upgrading and maintaining the existing unpaved road. A paved road scenario was not developed at this time.



Existing Strickland Road/Durrance Lane –Privately Maintained  
(Photo Taken 8/9/11)

- a. Scenario 1- Estimated at \$46,440.00 in Improvements plus \$12,000.00 in Annual Maintenance

To bring the road up to the basic unpaved standards, including the addition of crushed rock to stabilize the bed and staff time would cost \$46,440.00. Upon completion of the improvements, there would be an annual maintenance cost of \$12,000.00.

- b. Scenario 2 – Estimated at \$209,770.00 in Improvements with Drainage plus \$12,000.00 in Annual Maintenance

This scenario would bring the road up to the basic unpaved standards, including the addition of crushed rock to stabilize the bed. In addition, a motorgrader would be used to put the rock in place, reshaping the road to promote adequate drainage. These improvements, along with staff time would cost \$209,770.00. Upon completion of the improvements, there would be an annual maintenance cost of \$12,000.00.



Financing (Assessments, MSBU, MSTU, Gas Tax)

Staff investigated whether a special assessment could be implemented for the on-going maintenance and upgrades to the roadway. It was determined that the County can use a special assessment as part of the long range capital improvement plan and financial plan for funding the portion of improvements to Strickland Road/Durrance Lane within Flagler County. A special assessment is defined as a charge assessed against the property of some particular locality because that property derives some special benefit from the expenditure of funds. Staff has also provided information on the basic procedure for establishing a road improvement assessment in the form of a Municipal Service Benefit Unit (MSBU) (Attachment 5). A Municipal Service Taxing Unit (MSTU) could also be used for the maintenance of the roadway. Both the MSBU and the MSTU can be created by the Commission as authorized under Chapter 125 of the Florida Statutes.

According to the Public Works Director, historically, the County has not accepted a road unless it has a standard shell base. If the shell base did not exist, a charge of .58 cents per front foot was assessed until a standard base level was reached. The problem with these approaches in this instance is the charges would only apply to two parties who receive a minimal benefit at best, with the primary benefit going to sixty two property owners near the end of the roadway. In addition, Palm Coast Holdings (Lake Swamp LLC) would not likely want to donate the road to the County for free only to be assessed for the road upgrade. Also, with Hunter's Ridge current tax situation, the County would likely be put in a position of financing the assessment for some time before actual collection.

Using gas tax with option one would be the cleanest method of financing any improvement. Adding these two miles of roadway to the County's system within the gas tax formula calculations is expected to only provide a minimal financial benefit (a few hundred dollars). Again, within Flagler County there are approximately 77 parcels, representing 8 companies and 56 property owners, of which include 16 homesteaded property owners near the end of Strickland Road/Durrance Lane that are affected (Attachment 6).



In summary, there are many funding vehicles that can be explored for this type of project, some that are not ideal based on this situation.

### The City of Ormond Beach/Volusia County Position

Staff was asked to discuss with the City of Ormond Beach and obtain its position on the portion of the private roadway in Ormond Beach. The City was asked if it was willing to accept its portion of the road and make minimal base improvements with follow-up maintenance in house or via paying Flagler County an annual fee to maintain these improvements. City staff chose to present a rural paved road scenario and a more urban paved roadway with curb and gutter scenario to its Commission.

The City of Ormond Beach Commissioners, at its August 3, 2011 meeting, discussed whether Ormond Beach would plan to make improvements to Durrance Lane. The portion of Durrance Lane within Ormond Beach is approximately 1.27 miles or 6,700 linear feet, serving what they stated was eight properties. During the Ormond Beach City Commission meeting, the comments were:

- There is no obligation on the City's part to address the matter.
- If Private Road owner decides to close the road, it is a private matter between private road owner and the property owners.
- Some of the deeds reviewed stated, through the conveyance, that the road is private and will never be maintained.

At the end of the discussion, it was concluded that the City of Ormond Beach would "do nothing at this time" to address the matter. It is unclear if any affected residents were specifically notified about the meeting as there was no one from the public who spoke on this matter.

The staff report and backup provided to the City of Ormond Beach Commissioners is available in its entirety online. Included in this package is the staff report only as Attachment 7.

Despite numerous attempts, we were unable to contact Volusia County. It is likely they would not address the roadway within the City of Ormond Beach.

### Other Roadway Considerations

1. Title - If the Board chose to accept the property, the County should not accept the offer to grant the property by quit claim, but rather insist on a Warranty Deed with title insurance. Staff is hopeful this issue could be handled.
2. Public Safety - Some public safety concerns exist as there is a limited road network in this area to fight wildfires and respond to other emergencies.
3. Park Access - The road could be used as an additional access into the County land it is set to acquire in the near future for park lands.
4. Precedent – Whatever the Board determines on this particular roadway, although it may not legally be precedent setting, it may come up again from others seeking to have the County accept poorly laid out private roads and easements not meeting subdivision standards.



**FUNDING INFORMATION:** N/A at this time.

**DEPT./CONTACT/PHONE #:** County Administrator/Craig M. Coffey/313-4001.

**RECOMMENDATIONS:** Request the Board provide staff guidance on the following issues:

1. Whether or not to accept the Roadway.
2. If the Board decides to accept the roadway, what improvements, if any, should the County make to the roadway?
3. If the Board decides to make improvements to the roadway, what funding method would the Board like staff to pursue? Gas tax, MSBU, MSTU, etc.


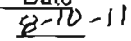
**ATTACHMENTS:**


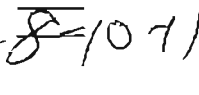
1. Letter from Palm Coast Holdings, Inc. Dated February 2, 2011
2. Letter from Tomoka Holding dated June 24, 2010
3. Letter/ Information Package – Jay Livingston (Letter Provided/Package on-line)
4. Hunter's Ridge Development of Regional Impact Language
5. Information on MSBU
6. Impacted Parcels
7. Staff Report from Ormond Beach (Complete Report/Package on- line)

  
\_\_\_\_\_  
Craig Coffey, County Administrator

Deputy County Admin.  
Finance  
Legal

  
\_\_\_\_\_  
Date

Initials	Date
	

	
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***Palm Coast Holdings, Inc.***

**Interoffice Memorandum**

To: Craig Coffey  
From: Bill Livingston  
Date: February 2, 2011  
Subject: Durrance Lane  
Copies: Joyce Shanahan, Dave Lusby and Clint Smith

Last year, we met and discussed the fate of Durrance Lane. At the time, the County was working on modifications to the Hunters Ridge DRI. We left an aerial photograph with you for use in explaining the Durrance Lane situation at an upcoming meeting or hearing regarding the DRI.

What is the next move? If local government will not accept donation of the road right-of-way, we will consider offering it to Junior Strickland. Based our research, he sold many of the ranchettes out there without legal access. Alternatively, we are prepared to gate or otherwise close the road to anyone who cannot demonstrate that they have an easement or some other legal right to use it. However, it is likely that closing the road would trigger some hostilities.

If you want to meet again to discuss the road, give me a call. I copied Joyce on this memorandum because we also met with her and Commission (now Mayor) Kelley last year to discuss the road situation. As you probably know, it is partially in the City of Ormond Beach, but mostly in Flagler County. Junior already owns a segment of the right-of-way that connects to Tymber Creek Road.

# Tomoka Holdings, LLC

AN ALLETE COMPANY

Developer of Ormond Crossings

RECEIVED  
*via email*  
JUN 24 REC'D

COUNTY ADMINISTRATOR  
FLAGLER COUNTY, FLORIDA

*c. c. [signature]*

June 24, 2010

Commissioner Ed Kelley  
City of Ormond Beach  
P.O. Box 277  
Ormond Beach, FL 32175

Commissioner Bob Abbott  
Flagler County  
1821 Rosewood Street  
Bunnell, FL 32110

Re: Durrance Lane

Dear Commissioners Kelley and Abbott:

I have heard from several sources (including a phone conversation with Commissioner Abbott) about your recent meeting with area residents concerning paving Durrance Lane. As you probably know, we (Tomoka Holdings, LLC) own the segment of Durrance Lane that abuts the southern boundary of Ormond Crossings and westerly from there into Flagler County.

Recently, before learning about your meeting, we read a newspaper article that included quotes by area residents regarding underage "partying" and reckless driving and accidents along Durrance Lane. After reading that article, we discussed potential liability and whether we should gate our segment of the road and provide keys only to property owners who have valid access easements to use the road. Based on prior title review, it is our opinion that most property owners in the area do not have valid easements.

We do not want to "throw gasoline on the fire," but we have a genuine liability concern. In the mid-1990's, ITT Community Development Corporation (ITT) was sued in connection with a traffic accident on a segment of Old Kings Road here in Flagler County that it owned. The driver was legally intoxicated but ITT ended up settling the law suit for a considerable amount. We then inherited the private road segment as part of our acquisition of land from ITT, and after learning of the lawsuit and settlement, we closed the road. Eventually, it was taken over by Flagler County and reopened.

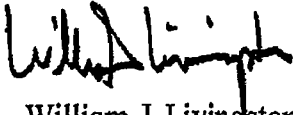
Commissioners Kelley and Abbott

June 24, 2010

Page 2 of 2

We would like to be part of a solution, not part of the problem. If you have any suggestions or would like to meet to discuss the situation, please advise. Because of liability concerns, we need to do something to protect our interests as soon as possible.

Sincerely yours,

A handwritten signature in black ink, appearing to read "William I. Livingston". The signature is written in a cursive style with some loops and flourishes.

William I. Livingston  
President

cc: Craig Coffey, County Administrator  
Joyce Shanahan, City Manager  
Clint Smith  
Dave Lusby

# Administration

1769 E. Moody Blvd Bldg 2  
Bunnell, FL 32110



**FLAGLER  
COUNTY**  
FLORIDA

[www.flaglercounty.org](http://www.flaglercounty.org)

Phone: (386)313-4001

Fax: (386)313-4101

June 20, 2011

Mr. Jay Livingston, Attorney  
Livingston, Wolverton, & Sword, P.A.  
20 Airport Road, Suite A  
Palm Coast FL 32164

Re: Strickland Lane/Durrance Road

Dear Mr. Livingston:

In response to your June 15, 2011 letter, the situational facts as you have discussed in your letter were presented correctly to the Board of County Commissioners at the workshop. As reflected in the audio tape of the workshop, you will see the item was not presented as an easement, although potential easements of residents other than your client's were also discussed. However, to ensure the Board receives everything as you portrayed, I will provide them with a copy of your letter without the attachments.

At the April 11 Board of County Commissioners workshop on this subject, staff was asked to perform the research below and report back to the Board for their further consideration and action, as appropriate, on the county's acceptance of Strickland Lane/Durance Road as a county owned and maintained thoroughfare. The research items are as follows:

- 1) Seek to obtain an accurate survey, to include not only the roadbed but the relationship to all easements;
- 2) Perform a thorough inspection of the road and drainage plan to identify all deficiencies in the current system;
- 3) Determine the cost to maintain the road and drainage system in its current state;
- 4) Determine the cost to upgrade the road and drainage system to bring it up to the county's base standards;
- 5) Provide the Board with the current DRI language regarding the road ownership and maintenance;
- 6) Discuss with Volusia County and the City of Ormond Beach to obtain their position on the portion of the road in Volusia County;
- 7) Determine if Volusia County or Ormond Beach would be amicable to an interlocal agreement regarding the maintenance of the road; and

## ATTACHMENT 3

Alan Peterson  
District 1

Milissa Holland  
District 2

Barbara Revels  
District 3

Nate McLaughlin  
District 4

George Hanns  
District 5

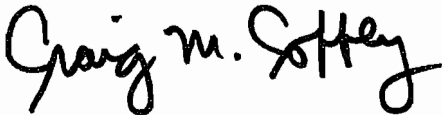
Mr. Jay Livingston  
June 20, 2011  
Page Two

- 8) Investigate if a special taxing district could be implemented for the ongoing maintenance and upgrades to the roadway.

The information you sent with your letter will be of help to us in completing these research tasks. It is anticipated that this research will take staff another month or so to complete before it can be brought back to the Board in mid-July or August.

I will be glad to keep you abreast of our progress and notify you of the date of the workshop at which this will be heard by the Board.

Sincerely,

A handwritten signature in black ink that reads "Craig M. Coffey". The signature is written in a cursive, flowing style.

Craig M. Coffey  
County Administrator

C: Flagler County Board of County Commissioners  
(w/ June 15, 2011 letter)

CMC:clm

# LIVINGSTON WOLVERTON & SWORD, P.A.

## ATTORNEYS AT LAW

20 Airport Road, Suite A

Palm Coast, FL 32164

Phone 386.437.5833

Fax 866.896.5573

JAY W. LIVINGSTON, ESQ.  
JAMES T. WOLVERTON, ESQ.  
RAVEN E. SWORD, ESQ.

ALLAN MILLEDGE, ESQ.  
"OF COUNSEL"

---

June 15, 2011

Mr. Craig Coffey  
Flagler County Administrator  
1769 E. Moody Blvd., Building 2  
Bunnell, Florida 32110

RE: Durrance Lane

Dear Craig:

At the Board of County Commissioners workshop on April 11, the issue of the County taking over Durrance Lane was discussed. At the workshop, it was explained that Tomoka Holdings LLC/Lake Swamp LLC are the holders of an easement for the Durrance Lane right-of-way and expressed interest in assigning its easement rights to the County. This is not accurate and needs to be clarified so the Commission can properly consider the issue with all of the relevant facts in mind. As explained in previous correspondence and discussions with you, Tomoka Holdings LLC/Lake Swamp, LLC do not hold an easement for the Durrance Lane right-of-way - they own the fee simple title to the road. A package of materials is enclosed to help clarify and explain ownership of the roadway and the surrounding issues. Specifically, the following are enclosed for your consideration:

- Legal sketch of the relevant segment of Durrance Lane lying both in Flagler and Volusia counties.
- List of easements encumbering Durrance Lane not granted by the property owner and ownership of parcels supported by these easements.
- Corrective Special Warranty Deed from Flagler Development Company to Tomoka Holdings, LLC as recorded in Official Records Book 5495, Page 779, Public Records of Volusia County, Florida. This deed shows, in part, Tomoka Holdings, LLC's ownership of the portion of Durrance Lane in Volusia County.
- Two Quit Claim Deeds from Tomoka Holdings to Lake Swamp, LLC as recorded in Official Records Book 1712, Page 515 and Official Records Book 1766, Page 582, Public Records of Flagler County, Florida. These deeds show Lake Swamp, LLC's ownership of the portion of Durrance Lane in Flagler County. (The original deed

from Flagler Development Company to Tomoka Holdings was recorded in Official Records Book 885, Page 735, Public Records of Flagler County, Florida - a copy has not been provided)

- Conservation Easement from Lake Swamp, LLC to SJRWMD and FDEP as recorded in Official Records Book 1723, Page 1787, Public Records of Flagler County, Florida. This easement encumbers a portion of the property in Flagler County owned by Lake Swamp, LLC.
- Proposed Quitclaim Deed from Tomoka Holdings, LLC and Lake Swamp, LLC to Flagler County for the 100' Durrance Lane right-of-way reserving to Tomoka Holdings, LLC and Lake Swamp, LLC an easement for access, egress and passage of vehicles and pedestrians, and for drainage and utility purposes, over, under and across the right of way.

As the owner of Durrance Lane, Tomoka Holdings, LLC/Lake Swamp, LLC must make a decision about whether or not to keep the road open due to concerns about potential liability. Marcus Strickland Jr. holds an easement across the Tomoka Holdings, LLC/Lake Swamp, LLC property, which was granted by a prior owner in 1977. Mr. Strickland subsequently sold off parcels from his own land holdings and granted easements across the Tomoka Holdings, LLC/Lake Swamp, LLC property. It does not appear that Mr. Strickland had the requisite ownership interest in the property to grant these easements. The easements have resulted in increased traffic on Durrance Lane and, therefore, an increased risk of liability for Tomoka Holdings, LLC/Lake Swamp, LLC as the owners of the right-of-way. Tomoka Holdings, LLC/Lake Swamp, LLC considered offering title to Durrance Lane to Mr. Strickland but would prefer to transfer title to Flagler County. This will render the roadway public and will resolve any title problems associated with the easements granted by Mr. Strickland, which we do not believe are valid. A proposed Quitclaim deed to Flagler County, with a reservation of easement to Tomoka Holdings LLC/Lake Swamp, LLC, is enclosed for your consideration. If the County or Mr. Strickland will not accept title to Durrance Lane it may have to be closed.

In addition to the easements granted by Mr. Strickland, a portion of Durrance Lane is encumbered by a Conservation Easement granted to SJRWMD and FDEP as required for Lake Swamp, LLC's wetland mitigation bank permit. It is likely that the continued use of Durrance Lane for vehicular ingress and egress is not consistent with the Conservation Easement's use restrictions and the permit conditions. For this reason alone, Tomoka Holdings, LLC/Lake Swamp, LLC may have to close Durrance Lane if it maintains ownership of the right-of-way. On the other hand, if the right-of-way is accepted by the County and becomes public it is likely that the Conservation Easement can be released from the right-of-way.

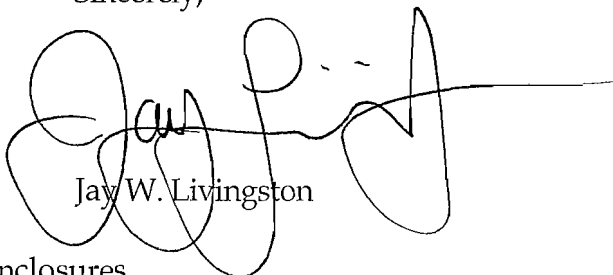
A copy of this letter is being sent to the City of Ormond Beach because a portion of Durrance Lane is located in Volusia County within the jurisdictional boundaries of the City.



We would be happy to help any way we can if cooperation with the City is required for Flagler County to agree to take title to the entire right-of-way.

I hope the enclosed materials are helpful to the County in deciding how to proceed. We look forward to this matter being brought before the Board of County Commissioners in the near future. Please contact me if you have any questions, comments or require additional information.

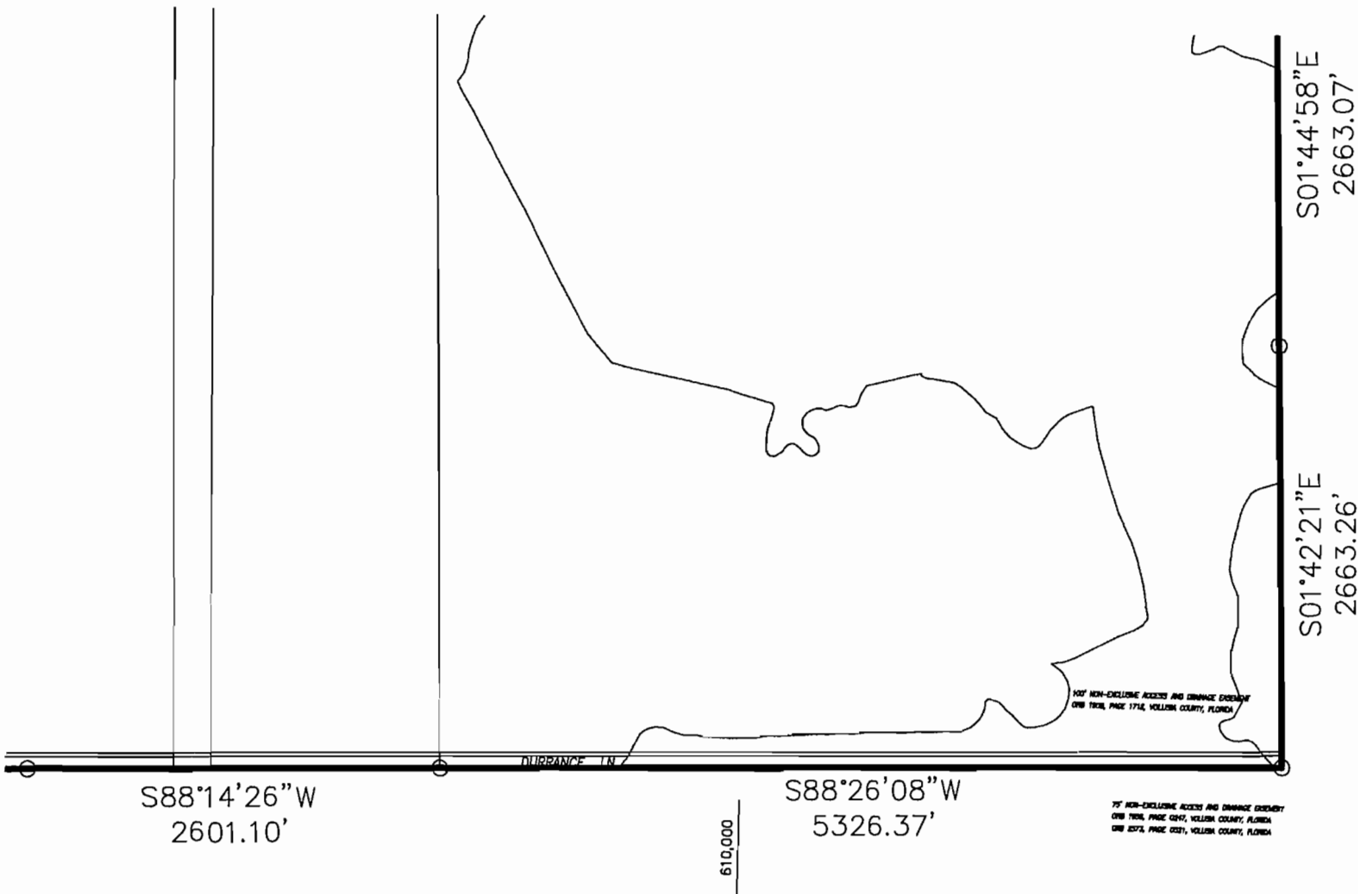
Sincerely,



Jay W. Livingston

Enclosures

CC: Al Hadeed, County Attorney  
Commissioner Milissa Holland  
Sally Sherman, Deputy County Administrator  
Adam Mengel, Director of Planning & Zoning  
Mayor Ed Kelley, Ormond Beach  
Joyce Shanahan, Ormond Beach City Manager  
Bill Livingston



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2601.10'

S88°26'08\"W  
5326.37'

S01°44'58\"E  
2663.07'

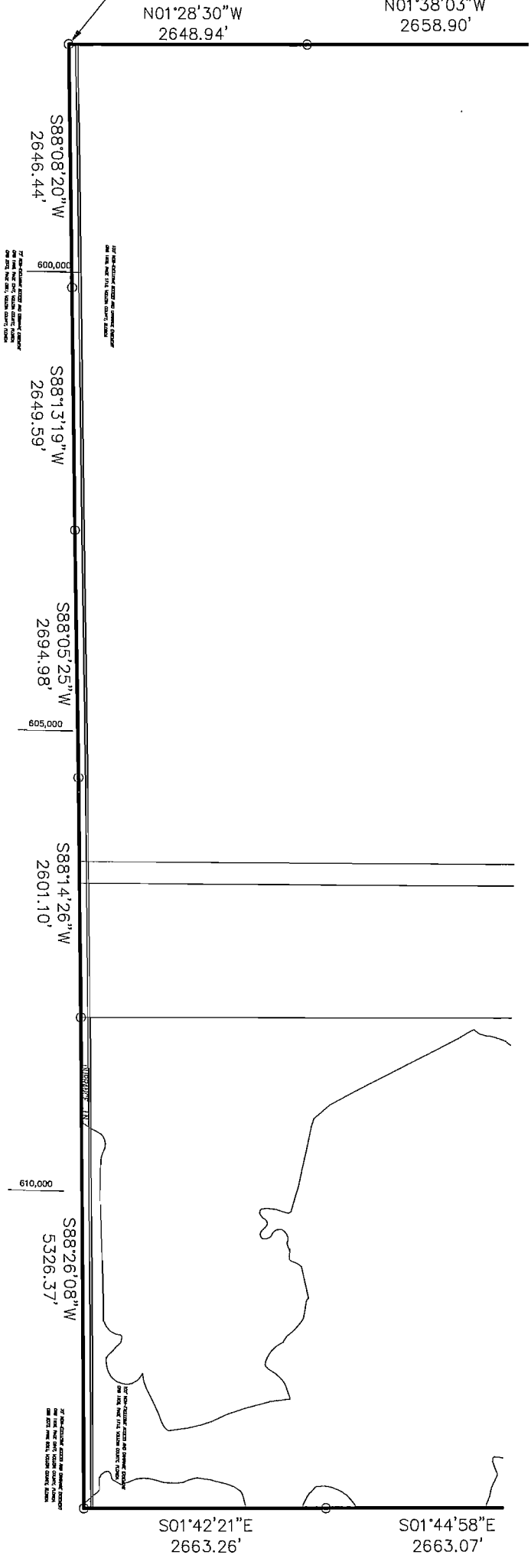
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DURRANCE LN

610,000

300' NON-EXCLUSIVE ACCESS AND EMINENT DOMAIN  
CWB 1908, PAGE 1716, VOLUSHA COUNTY, FLORIDA

75' NON-EXCLUSIVE ACCESS AND EMINENT DOMAIN  
CWB 1908, PAGE 0247, VOLUSHA COUNTY, FLORIDA  
CWB 2574, PAGE 0207, VOLUSHA COUNTY, FLORIDA



**ORMOND CROSSINGS PROJECT  
DURRANCE LANE EASEMENTS/OWNERSHIPS**

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
1977	1908/1712 Volusia	Parker & Minor	M.C. Strickland, Jr., and his successors and assigns	<i>A perpetual non-exclusive easement for access and drainage purposes - <u>Said easements and right of way shall be for the benefit of the lands now owned or occupied (as lessee) by Grantee in connection with the present use thereof.</u></i> 100 foot right of way over the southerly 100 ft of Sects. 9 and 10, Flagler AND 100 foot right of way over the southerly 100 ft of Sec. 11, Volusia
1977	1956/247 Volusia AND 99/159 Flagler	Marcus C. Strickland, Jr.	Thomas L. Durrance, and his successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purpose - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
1997	4226/4104 Volusia	Thomas L. Durrance	Leonard Durrance	<i>A perpetual non-exclusive easement for travel, road improvement, drainage and utility purposes. - Together with the right to enter upon said lands and maintain or improve the existing road, subject to all conditions and requirements in ORB 1956/247. Reserving to Grantor, his heirs and assigns a perpetual non-exclusive easement to pass and re-pass across the property.</i> 75 ft right of way over and upon the southerly 75' of Section 11, Township 14 South, Range 31 East, Volusia
1983	232/141	PROBABLY	Imogene Faye	Warranty Deed - Unsure how much

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2005	1432/1109	Marcus C. Strickland	Strickland	land was conveyed
2009	1710/1592	Imogene Strickland	MIBI Property, LLC	Warranty Deed granting W ½ of NW ¼ of NW ¼ of Sec 8 AND SW ¼ of NW ¼ of Sec 8 AND W ½ of SE 1/3 of NW ¼ of Sec 8- AND EASEMENTS to and from the property to North Tymber Creek Road
		MIBI Property	Imogene Strickland	QCD in Lieu of Foreclosure granting W ½ of NW ¼ of NW ¼ of Sec 8 AND SW ¼ of NW ¼ of Sec 8 AND W ½ of SE 1/3 of NW ¼ of Sec 8- <b>DID NOT RECONVEY EASEMENT</b>
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2004	1181/1330	Imogene Strickland	David M. Bell and Amanda L. Bell	Warranty Deed granting S ½ of NE ¼ of SE ¼ of NW ¼ of Sec 8 - AND 50' Easement from Durrance Lane along South 100 feet of Secs 8, 9, 10, 11 and that portion of 12 west of I-95, T14S, R31E.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2004	1182/1930	Imogene Strickland	Joseph F. Golinski III and Amy C. Golinski	Warranty Deed granting N ½ of NE ¼ of SE ¼ of NW ¼ of Sec 8 - AND 50' Easement from Durrance Lane along South 100 feet of Secs 8, 9, 10, 11 and that portion of 12 west of I-95, T14S, R31E.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1255/863	Imogene Strickland	Lola A. Wrona and Steven J. Leinhop	Warranty Deed granting E ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2006	1438/230	Wrona & Leinhop	Richard A. Beauchamp	Warranty Deed granting E ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
2007	1615/1666	Beauchamp	Wrona & Leinhop	QCD (in lieu of foreclosure) granting E ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road - <b>DID NOT RECONVEY EASEMENT.</b>
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1255/899	Imogene Strickland	Dana S. Wise	Warranty Deed granting N ½ of SE ¼ of SE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1256/1885	Imogene Strickland	Daniel T. Zona, Sr.	Warranty Deed granting E ½ of SE ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1256/1890	Imogene Strickland	Daniel T. Zona, Jr.	Warranty Deed granting W ½ of SE ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1266/1922	Imogene Strickland	Herbert A. Young, II and Robin J. Young	Warranty Deed granting W ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY	Imogene Faye	Unsure how much land was conveyed

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2005	1268/1452	Marcus C. Strickland  Imogene Strickland	Strickland  Behrooz Osivand	Warranty Deed granting S ½ of SE ¼ of SE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
2007	1577/1259	Behrooz Osivand	Lee A. Osivand	Warranty Deed granting S ½ of SE ¼ of SE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1984	231/156	Marcus C. Strickland, Jr.	Carol S. Wheaton & Ernest E. Wheaton	Warranty Deed - Unsure how much land was conveyed
1995	536/814 Flagler	Wheaton	Wheaton Trust	Quit Claim Deed transferring NW ¼ of SW ¼ of SE ¼ of Sec 8 AND E ½ of SW ¼ of NW ¼ of SE ¼ of Sec 8 AND W ½ of SE ¼ of NW ¼ of NE ¼ of Sec 8
1984	2573/521 Volusia AND <b>231/159</b> Flagler	Marcus C. Strickland, Jr.	Carol S. Wheaton and Ernest E. Wheaton, and his successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purpose - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i>
2003	AND AGAIN IN 5169/3305 Volusia			75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2003	980/1236 Flagler	Marcus C. Strickland, Jr.	Carol and Ernest Wheaton	Warranty Deed granting SE ¼ of NW ¼ of NE ¼ of Sec 8.
2003	984/1999 Flagler	Wheaton	Rodney L. Pairan & Jacquelyn R. Pairan	Warranty Deed granting W ½ of SW ¼ of N ¼ of SE ¼ of Sec 8 AND EASEMENTS right to part of Durrance Lane ( <b>ORB 231/159</b> )

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
2003	1004/116 Flagler	Wheaton	James C. Carter, Jr. & Beverly K. Carter	Warranty Deed granting E ½ of SW ¼ of NE ¼ of SE ¼ of Sec 8 AND EASEMENT over a part of Durrance Lane (ORB 231/159)
2004	1053/1080 Flagler	Wheaton	Lynn Van Rij	Corrective Warranty Deed granting S ½ of NE ¼ of NW ¼ of SE ¼ of Sec 8 AND EASEMENT over Durrance Lane (ORB 95/345)
2004	1055/1501 Flagler	Wheaton	William A. & Michelle D. Carter	Warranty Deed granting S ½ of SE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT over a part of Durrance Lane (ORB 95/345)
2006	1378/1615 Flagler	Wheaton	Deborah Christeleit & Franklin A. Christeleit	Corrective Warranty Deed granting N ½ of SE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2006	1378/1620 Flagler	Wheaton	Deriek R. Owens & Debora Owens	Corrective Warranty Deed granting N ½ of NE ¼ of NW ¼ of SE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2006	1383/1627 Flagler	Wheaton	Sebastiano Calbo & Loretta Calco	Corrective Warranty Deed granting N ½ of NE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2006	1438/1992 Flagler	Wheaton	Stephen D. McKiness & Judy McKiness	Corrective Warranty Deed granting S ½ of NE ¼ of NE ¼ of SE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2008	1647/1748 Flagler	Rij & Presby	Robert W. Presby & Lynn K. Presby	Warranty Deed granting S ½ of NE ¼ of NW ¼ of SE ¼ of Sec 8 - AND EASEMENTS for road, drainage & utility purposes over and upon Durrance Lane (ORB 231/159)



YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2008	1662/834	Carter	Tony W. Depta	General Warranty Deed granting S ½ of SE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
1989	399/385 Flagler	Marcus C. Strickland, Jr.	Brian Todd Boice, his successors and assigns	<b><i>The right of ingress and egress - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b> 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
1998	638/1218 Flagler	Imogene Faye Strickland	Marcy Strickland Bentley	Warranty Deed granting ½ interest in NE ¼ of NE ¼ of NW ¼ of Sec 8 AND ½ interest in the NW ¼ of NE ¼ of NW ¼ of Sec 8 - NO EASEMENT GRANTED
1999	660/502	Imogene Faye Strickland	Marcy Strickland Bentley	Warranty Deed granting all of the remaining interest in NE ¼ of NE ¼ of NW ¼ of Sec 8 AND in the NW ¼ of NE ¼ of NW ¼ of Sec 8 - NO EASEMENT GRANTED
2002	825/907 Flagler	Bentley	Howard G. Wasick & Camille Wasick	Warranty Deed granting NW ¼ of NE ¼ of NW ¼ of Sec 8 - AND a 50' EASEMENT from Airport Road (Durrance Lane) along south 100' of Sec 8, 9, 10 and 11.
2004	1127/4 Flagler	Bentley	Donald L. Medellin & Debbie C. Medellin	Warranty Deed granting W ½ of NE ¼ of NE ¼ of NW ¼ of Section 8 - AND 50' EASEMENT from Airport Road (Durrance Land) along south 100' of Sec 8, 9, 10 and 11.
2000 2003	709/37 Flagler AND AGAIN IN 928/139	Marcus C. Strickland, Jr.	Brian T. Boice, his successors and assigns	<b><i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole</i></b>

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
	Flagler			<i>responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	709/39 Flagler	Marcus C. Strickland, Jr.	Brian T. Boice	Warranty Deed granting NW ¼ of NW ¼ of SE ¼ of Sec 8.
2000	715/481 Flagler	Brian T. Boice	Lealon M. Dansby and Sheri C. Dansby	Warranty Deed W ½ of SW ¼ of NW ¼ of SE ¼ of Sec 8 AND NW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over 75 ft right of way over the southerly 75 ft of Sects. 9 & 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2007	1584/1055 Flagler	Lealon M. Dansby & Sheri C. Dansby	Lealon M. Dansby	Warranty Deed granting W ½ of SW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over Durrance Lane, as recorded in ORB 399/385 Flagler
2007	1620/1239 Flagler	Sheri C. Dansby	Anthony Mazzulo	Warranty Deed granting NW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over Durrance Lane, as recorded in ORB 399/385 Flagler
2009	1711/731 Flagler	Anthony Mazzulo	Christopher Tsiongas and Margaret Tsiongas, etc.	Warranty Deed granting NW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over Durrance Lane, as recorded in ORB 399/385 Flagler
2000	710/778 Flagler	Stacey Freeman	Guy A. Barrette and Judith H. Barrette	Warranty Deed granting N ½ of SW ¼ of SW ¼ of NE ¼ of Sec 8 - AND 25' easements over Durrance Lane
2003	966/982	Guy A. Barrette and Judith H. Barrette	Guy A. Barrette and Judith H. Barrette (WHY?)	Warranty Deed granting SW ¼ of SW ¼ of NE ¼ of Sec 8 - AND 25' easements over Durrance Lane.

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
2000	720/1229 Flagler	Marcus C. Strickland	Brian T. Boice and Stacey A. Freeman	Warranty Deed granting N ½ of SE ¼ of SE ¼ of NE ¼ of Sec 8 AND S ½ of SE ¼ of SE ¼ of NE ¼ of Sec 8 - <u>AND easements</u> over 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2002	838/144 Flagler	Brian T. Boice and Stacey A. Freeman	Richard D. Bennett and Kristen A. Bennett	Warranty Deed granting SE ¼ of SE ¼ of Ne ¼ of Sec 8 - AND easements to and from Tymber Creek Road.
2007	1572/672 Flagler	Richard D. Bennett and Kristen A. Bennett	John M. Cicero	Warranty Deed granting S ½ of SE ¼ of NE ¼ of Sec 8 - AND EASEMENTS to and from Tymber Creek Road (ORB 838/144; ORB 838/164 and ORB 838/158)
2000	721/71 Flagler	Marcus C. Strickland	Brian T. Boice and Stacey A. Freeman	Warranty Deed granting S ½ of SW ¼ of SE ¼ of NE ¼ of Sec 8 AND N ½ of SW ¼ of SE ¼ of NE ¼ of Sec 8 - AND easements over 50 ft right of way over the southerly 50 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 50 ft of Sec. 11, Volusia
2000	696/413 Flagler	Marcus C. Strickland, Jr.	Amy Maudlin, her successors and assigns	<b><i>Perpetual non-exclusive easements for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	696/415 Flagler	Marcus C. Strickland, Jr.	Amy Maudlin	Warranty Deed granting N ½ of SE ¼ of SW ¼ of Sec 5 AND S ½ of SE ¼

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2004	1180/1555 Flagler	Amy Maudlin	Cecil Ashby	of SW ¼ of Sec 5. Quit Claim Deed granting N ½ of NE ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2004	1180/1557 Flagler	Amy Maudlin	Cecil Ashby	Quit Claim Deed granting S ½ of NW ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2004	1180/1559 Flagler	Amy Maudlin	Cecil Ashby	Quit Claim Deed granting N ½ of NW ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2004	1180/1561 Flagler	Amy Maudlin	Cecil Ashby	Quit Claim Deed granting S ½ of NE ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2005	1342/1326 Flagler	Amy Maudlin	Robert Schubert	Warranty Deed granting S ½ of SW ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Timber Creek Road
2000	705/655 Flagler	Marcus C. Strickland, Jr.	William D. Mears and Karen C. Mears, their successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	705/657 Flagler	Marcus C. Strickland, Jr.	William D. Mears and Karen C. Mears	Warranty Deed granting SE ¼ of SW ¼ of SW ¼ of Sec 5
2005	1275/124	William and	Julie Scott	Warranty Deed granting S ½ of SE ¼

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
	Flagler	Karen Mears		of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (ORB 705/655)
2005	1281/1904 Flagler	William and Karen Mears	Julie Scott	Warranty Deed granting N ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (ORB 705/665)
2006	1460/1889 Flagler	Clerk of Court	RBC Centura Bank	Clerk's Certificate of Title granting N ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement to and from property to North Tymber Creek Road (705/655)
2007	1524/1371 Flagler	Clerk of Court	Ryan Price	Clerk's Certificate of Title granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement to North Tymber Creek Road (ORB 705/665) - AND S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 AND easement to and from the property to North Tymber Creek Road (705/655)
2008	1642/1224 Flagler	Clerk of Court	Ironstone Bank	Clerk's Certificate of Title granting S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/655)
2008	1658/1476 Flagler	Clerk of Court	Suntrust Bank	Clerk's Certificate of Title granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/665)
2009	1724/851 Flagler	Ironstone Bank	NEUSE, Inc.	Warranty Deed granting S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/655)
2009	1739/988 Flagler	Suntrust Bank	JJML Real Estate	Quit Claim Deed granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2009	1742/1141 Flagler	RBC Centura Bank	George A. Carter & Marcelle Carter	easements to and from the property to North Tymber Creek Road (705/665)  Warranty Deed granting N ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement (705/665)
2000	705/665 Flagler	Marcus C. Strickland, Jr.	John T. Pack and Barbara E. Goll/Pack, their successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	705/667 Flagler	Marcus C. Strickland, Jr.	John T. Pack and Barbara E. Goll/Pack	Warranty Deed granting NE ¼ of SW ¼ of SW ¼ of Sec 5.
2005	1192/53 Flagler	Barbara E. Goll	Carlinda Chamberlain	Warranty Deed granting S ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from Tymber Creek Road (ORB 705/667)
2006	1439/1847 Flagler	Clerk of Court	RBC Centura Bank	Certificate of Title granting S ½ of NE ¼ of SW ¼ of SW ¼ of Section 5 - AND easements to and from Tymber Creek Road (ORB 705/667)
2005	1267/966 Flagler	Pack/Goll	Julie Scott	Warranty Deed granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/665)
2006	1524/1371 Flagler	Clerk of Court	Ryan Price	Clerk's Certificate of Title granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement to North Tymber Creek Road (ORB 705/665) - AND S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 AND easement to and from the

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2009	1742/1138 Flagler	RBC Centura Bank	George A. Carter & Marcelle Carter	property to North Tymber Creek Road (705/655)  Warranty Deed granting S ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from Tymber Creek Road (ORB 705/667)
2000	710/503 Flagler	Marcus C. Strickland, Jr.	George A. Carter and Marcelle Carter, their successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	710/501 Flagler	Marcus C. Strickland, Jr.	George A. And Marcelle Carter	Warranty Deed granting NE ¼ of NW ¼ of SW ¼ of Sec 5.
2000	712/852 Flagler	Marcus C. Strickland, Jr.	Faye Bennett, her successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia County
2000	712/849 Flagler	Marcus C. Strickland, Jr.	Faye Bennett	Warranty Deed granting NW ¼ of SW ¼ of NE ¼ of Sec 8
2000	712/856 Flagler	Marcus C. Strickland, Jr.	Steven Randall Bennett, his successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i>

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2000	712/853 Flagler	Marcus C. Strickland, Jr.	Steven Randall Bennett	50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia  Warranty Deed granting SW ¼ of NW ¼ of NE ¼ of Sec 8.
2000	714/1822 Flagler AND 4620/1236 Volusia	Marcus C. Strickland, Jr. a/k/a M.C. Strickland, Jr.	William Walsh and Karen R. Boice Walsh, their successors and assigns	<i>A permanent non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 25 ft existing right of way over the southerly 75 feet of Sects. 9 and 10, Flagler AND 25 ft existing right of way over the southerly 75 ft of Sec. 11, Volusia
2000	714/1824 Flagler	William and Karen Walsh	Kristin Robinson	Warranty Deed granting N ½ of NW ¼ of SW ¼ of SE ¼ of Sec 8 - AND easement above.
2003	1011/899 Flagler	Kristin Robinson	Sabrina Robinson	Warranty Deed granting N ½ of NW ¼ of SW ¼ of SE ¼ of Sec 8 - AND easement above.
2008	1676/321	Sabrina Robinson	David A. Hanley	Warranty Deed N ½ of NW ¼ of SW ¼ of SE ¼ of Sec 8 - AND easement above.
2000	715/481 Flagler	Brian Boice	Lealon M. and Sheri C. Dansby	Warranty Deed granting property AND ingress and egress easement over 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2002	4962/1653 Volusia	Flagler Development Company	Tonya L. Burnside Griffin, her	<i>A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress</i>



YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
			heirs, executors, administrators, successors, guests and invitees	South 75 ft of Section 11, Volusia
2003	883/1868 Flagler	M.C. Strickland, Jr.	Karen A. Milliken, her successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2003	883/1869 Flagler	Marcus C. Strickland	Karen A. Milliken	Warranty Deed granting NE ¼ of SW ¼ of NW ¼ of Sec 5
2003	1021/57 Flagler	Marcus C. Strickland	Karen A. Milliken	Warranty Deed granting SE ¼ of NE ¼ of NW ¼ of Sec 5
2003	962/995 Flagler	Marcus C. Strickland, Jr. a/k/a M.C. Strickland, Jr.	John Barrett and Kimberly Barrett, their successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2003	962/997 Flagler	Marcus C. Strickland, Jr.	John and Kimberly Barrett	Warranty Deed
2003	980/1233	Marcus C. Strickland, Jr.	Earnest E. Wheaton & Carol S. Wheaton	Warranty Deed granting SW ¼ of NE ¼ of NE ¼ of Section 8. <b>(CHECK APPRAISER'S MAP FOR EASEMENT TO TIMBER CREEK)</b>

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
2004	1036/516	Marcus C. Strickland	Tony Michael & Wanda Lynn Strickland	Warranty Deed granting SE ¼ of NE ¼ of SW ¼ of Sec 5 - NO EASEMENT RIGHTS GRANTED TO TYMBER CREEK ROAD/DURRANCE LANE.
2004	1127/1733	Marcus C. Strickland III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting N ½ of NE ¼ of NW ¼ of NW ¼ of Sec 8 - AND easements to and from Durrance Lane. AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2008	1680/1470	Gary S. Droppa and Kathy A. Droppa	Thomas M. Hawk & Douglas W. Hawk, Sr.	Warranty Deed granting N ½ of NE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2004	1127/1737	Marcus C. Strickland III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting S ½ of NE ¼ of NW ¼ of NW ¼ of Section 8 - AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2004	1127/1741	Marcus C. Strickland, III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting N ½ of SE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENTS RIGHT GRANTED IN ORB 535/918 & 919
2008	1680/1473	Droppa	Thomas M. Hawk & Douglas W. Hawk, Sr.	Warranty Deed granting N ½ of SE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENTS RIGHT GRANTED IN ORB 535/918 & 919
2004	1127/1745	Marcus C. Strickland III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting S ½ of SE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2006	1433/958 Flagler	Marty Voice and Cornelia B. Boice	Harry Tallman and Patty Tallman	Warranty Deed granting property AND a perpetual non-exclusive easement for road, drainage and utility purposes - 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2007	1568/813	Marcus C. Strickland	Donald Dwayne Peebles	Warranty Deed granting SW ¼ of NE ¼ of SW ¼ of Sec 5 - NO EASEMENT GRANTED.

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
2008	1654/696	Peeples	Lil' Apple Enterprises, Inc.	Warranty Deed granting SW ¼ of NE ¼ of SW ¼ of Sec 5 - AND easements to and from property to North Tymber Creek Road.

Dmd\Projects\Ormond Crossings\Durrance Lane Easements.doc 6-25-2010

THIS INSTRUMENT PREPARED BY:  
KARL B. HANSON III, ESQ.  
FLAGLER DEVELOPMENT COMPANY  
10151 DEERWOOD PARK BOULEVARD  
BUILDING 100, SUITE 330  
JACKSONVILLE, FLORIDA 32256

AFTER RECORDING RETURN TO:  
**Michael D. Chiumento, Esq.**  
**Chiumento & Davenport, PA**  
**4 Old Kings Road N., Suite B**  
**Palm Coast, FL 32137**

Tax Parcel ID#s: 26-13-31-00-00-0100	36-13-31-01-60-0010
06-14-32-00-00-0010	36-13-31-01-69-0020
31-13-32-00-00-0054	36-13-31-01-57-0010
01-14-31-01-01-0010	01-14-31-01-56-0210
38-14-32-01-13-0010	01-14-31-02-45-0010
02-14-31-00-00-0020	01-14-31-01-85-0010
11-14-31-00-00-0010	06-14-32-00-00-0060
35-13-31-00-00-0010	

### CORRECTIVE SPECIAL WARRANTY DEED

**THIS INDENTURE**, made as of this 19th day of December, 2002, by **FLAGLER DEVELOPMENT COMPANY**, a Florida corporation, f/k/a Gran Central Corporation, f/k/a Commercial Realty and Development Company (“Grantor”), an address of which is 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, to and in favor of **TOMOKA HOLDINGS, LLC**, a Florida limited liability company (“Grantee”), an address of which is 1 Corporate Drive, Suite 3A, Palm Coast, Florida 32137-4715.

**WITNESSETH**, that Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, the following described land, situate, lying and being in the Counties of Volusia and Flagler, State of Florida (the “Property”), to wit:

See attached Exhibit A.

**SUBJECT TO:** (i) taxes and assessments for the year 2003 and subsequent years, not yet due and payable; and (ii) all dedications, easements, restrictions, and other matters of record (the “Permitted Exceptions”).

This Corrective Special Warranty Deed is made and given between the parties hereto in order to accurately describe the land intended to be conveyed by Flagler Development Company to Tomoka Holdings, LLC in the Special Warranty Deed recorded in Official Records Book 4989, Page 2211 of the Public Records of Volusia County, Florida. Full documentary stamp taxes were paid on the Prior Deed. Accordingly, pursuant to Section 12B-4.014(3), F.A.C., only minimum documentary stamp tax is due hereon.

All terms of the Special Warranty Deed recorded in Official Records Book 885, Page 735 of the Public Records of Flagler County, Florida shall remain unchanged by this Corrective Special Warranty Deed.

AND Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and not otherwise, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its corporate name and its corporate seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

FLAGLER DEVELOPMENT COMPANY

Susan C. McMillan  
Print Name: SUSAN C. McMILLAN

By: G. John Carey  
G. John Carey  
As Its President


W. B. L.  
Print Name: Karl B. Hanson III

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of February, 2005, by G. John Carey, the President of Flagler Development Company, a Florida corporation, on behalf of the corporation. He is personally known to me.

K. Christine Wilmoth  
Print Name K. Christine Wilmoth  
NOTARY PUBLIC, State of Florida

 K. Christine Wilmoth  
Commission # DD260852  
Expires Oct. 23, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

**EXHIBIT A**

Volusia County Property:

Parcel B:

A portion of the South 1/2 of Section 26, Township 13 South, Range 31 East, Volusia County, Florida, described as follows: Begin at the concrete monument marking the Southwest corner of said Section 26; thence North 02°05'35" West along the West line of said Section 26, 1993.51 feet; thence North 89°33'25" East 1330.06 feet; thence South 02°06'37" East 666.82 feet; thence North 89°39'22" East 665.17 feet; thence North 02°07'07" West 348.28 feet to the Westerly right of way line of the Florida East Coast Railway right of way a 100 foot right of way; thence South 49°44'55" East along the Southwesterly right of way line of Florida East Coast Railway right of way 2597.27 feet to the South line of said Section 26; thence South 89°51'17" West along the South line of said Section 26, 1254.60 feet to the South 1/4 corner thereof; thence continue South 89°51'17" West continuing along the South line of said Section 26, 2661.74 feet to the Point of Beginning, EXCEPTING therefrom the 30 foot dedicated right of way along the West portion of the property, the 30 foot right of way along the South side of the property, and the 40 foot right of way through the Easterly portion of the property

Parcel B-2:

A parcel of land lying in the South ½ of Government Section 26, Township 13 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

From a point of reference being the Southeast corner of said Sections 26, run S89°51'17"W along the South line of said Sections 26, a distance of 246.53 feet to the Southwesterly right-of-way of U.S. Highway No. 1 (a 160' right-of-way) said point also being the Point of Beginning of this description; thence continue S89°51'17"W, along the South line of said Sections 26, a distance of 1006.31 feet to the Northeasterly right-of-way line of the Florida East Coast Railway (a 100 foot right-of-way); thence N49°44'55"W along said right-of-way line of the Florida East Coast Railway a distance of 2704.56 feet; thence departing said right-of-way line of the Florida East Coast Railway run N00°20'04"E along the Easterly line of a parcel of land described in ORB 3095, Pages 496-497 a distance of 837.86 feet to the Southwesterly right-of-way line of said U.S. Highway No. 1; thence S49°53'06"E along the Southwesterly right-of-way line of said U.S. Highway No. 1 a distance of 4008.59 feet to the Point of Beginning.

Parcel C:

All of Government Lots 1 and 2 in Section 6, Township 14 South, Range 32 East lying West of U.S. Highway No. 1, and lying South and East of the Northwesterly line of Lot 19 National Gardens Addition, Unit 1 as per map in Map Book 11, Page 148, Public Records of Volusia County, Florida, EXCEPT right of way for Florida East Coast Railway, and further EXCEPT any portion of Lot 1 lying Southerly of right-of-way of Florida East Coast Railway.

Parcel D:

That portion of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 31, Township 13 South, Range 32 East, lying West and South of U.S. Highway #1, and East and South of the Northwesterly line of Lot 19, National Gardens Addition No. 1, as per map in Map Book 11, Page 148, Public Records of Volusia County, Florida.

Parcel E:

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 1, Township 14 South, Range 31 East, Volusia County, Florida.

Parcel F:

That part of Section 38, Township 14 South, Range 32 East lying Westerly of Volusia Street and U.S. Highway No. 1, and Northerly of the Florida East Coast Railway, EXCEPT Lot 1, National Gardens Addition Unit 1, as per map in Map Book 11, Page 148, Public Records of Volusia County, Florida and EXCEPT part in Tomoka Airport Road.

Parcel G:

Sections 2 and 11 in Township 14 South, Range 31 East; TOGETHER WITH the West  $\frac{1}{2}$  of Section 35, Township 13 South, Range 31 East; ALSO TOGETHER WITH the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 13 South, Range 31 East, lying South of the Florida East Coast Railway; ALSO TOGETHER WITH the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 13 South, Range 31 East, lying South of the Florida East Coast Railway, LESS AND EXCEPT the right of way for Florida East Coast Railway, all lying in Volusia County, Florida.

Parcel H:

THOSE PORTIONS OF NATIONAL GARDENS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253 INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) DESCRIBED AS FOLLOWS:

Block 57, EXCEPT that part of Lot 24 South of the Northwesterly 50 feet, and Lots 25, 26 and 27;

Block 58, EXCEPT Lots 10 through 21 inclusive, 46 to 50 inclusive, 53 to 55 inclusive, 58 and 59;

Block 59-all;

Block 60, EXCEPT, Lot 27 and Lot 28 inclusive; and EXCEPT such portions of lots which may have been deeded to State of Florida for right-of-way of State Highway No. 4; and EXCEPT the Southwesterly 12 feet of Lot 26;

ALSO that portion of a 15.00 foot wide alley way lying Southeasterly of Lots 17 through 20, inclusive and Northwesterly of Lots 21 through 24, inclusive in Block 60, National Gardens according to the plat thereof recorded in Map Book 10, Page 253, of the Public Records of Volusia County, Florida, and lying Southwesterly of the Southwesterly right of way line of Volusia Road (U.S. Highway No. 1), as presently exists recorded in O.R. Book 3620, Page 1125 of the Public Records of Volusia County, Florida;

Block 66, EXCEPT Lots 1 to 6 inclusive;

Block 68, EXCEPT that part Westerly of the Southeasterly line of Lot 15, Block 63 extended;

Block 69, EXCEPT Lots 10, 11 and 15 to 17 inclusive;

Block 70 and 71, EXCEPT unnumbered 100' wide lot located along Westerly side of Block 70 and Block 71;

Block 72, EXCEPT unnumbered 100' wide lot located along the Westerly side of Block 72'

Block 73, EXCEPT Lots 1 and 2, and EXCEPT that part of the unnumbered lot in said Block lying Southerly of the Southerly line of Lot 3 extended Westerly;

Blocks 74 and 75-all;

Block 76, EXCEPT the unnumbered lot (Demonstration garden);

Blocks 77 to 129 inclusive;

Block 130, EXCEPT Lots 8 and 24 through 27 inclusive;

Block 131, all inclusive;

Blocks 132 to 155 all inclusive;

Block 156, EXCEPT Lot 8;

Block 157, EXCEPT the Easterly 60 feet of Lot 1;

Block 158 to 160 inclusive-all;



EXCEPTING therefrom the right of way of Interstate Highway I-95 and Service Roads East and West of I-95.

Parcel I:

ALL OF NATIONAL GARDENS PARK SUBDIVISION as per maps in Map Book 10, Pages 46-49, Public Records of Volusia County, Florida EXCEPT the following Lots:

- . Lots 10-15 inclusive and Lots 41-44 inclusive, Block 9;
- Lots 18-21 inclusive, Block 13;
- Lots 24, 25, 43, 44, 47 and 48, Block 14;
- Lots 8 and 9, Block 16;
- Lots 14 and 15, Block 23;
- Lots 5-9 inclusive, Block 27;
- Lots 41-44 inclusive, Block 29;
- Lots 11-14 inclusive, Block 30;
- Lots 10-25 inclusive, Block 34;
- Lots 10-13 inclusive, Block 35;
- Lots 22-34 inclusive, Block 37;
- Lots 11-20 inclusive, Lots 31-35 inclusive, and Lots 46-50 inclusive, Block 41;
- Lot 27, Block 54
- Lots 11-15 inclusive, Block 55;
- Lot 36, Block 60;
- Lots 5-13 inclusive and Lots 21-25 inclusive, Block 70;
- Lot 41, Block 73;
- Lots 30 and 31, Block 86;
- Lot 25, Block 99;
- Lots 49 and 50, Block 102;
- Lot 3, Block 104;
- Lots 3-6 inclusive, Block 118;
- Lots 10-13 inclusive, Block 129;
- Lots 19-22 inclusive, Block 135;
- Lot 9, Block 138;
- Lot 1, Block 143;
- Lots 20-23 inclusive, Block 145;
- Lots 4 and 5, Block 154;
- Lots 33 and 34, Block 162,

EXCEPTING THEREFROM the right of way of Interstate Highway I-95 and for Service Road East and West of I-95, Volusia County, Florida.

LESS AND EXCEPT those parcels taken as I-95 Water Retention Areas identified as Parcel No. 104 and Parcel No. 102, Part A, Part B and Part C more particularly described as follows:

FEE SIMPLE - WATER RETENTION AREA

PARCEL NO. 102

PART A: WATER RETENTION AREA      LEFT (WEST)      STATION 630+00.000

That part of Blocks 156 and 157, National Gardens Park No. 3, as recorded in Map Book 10, Page 48, Public Records of Volusia County, Florida, being in the Southwest 1/4 of Section 1, Township 14 South, Range 31 East, lying within the following described boundaries: Commence at a 2" iron pipe at the Southwest corner of said Section 1, as shown on Florida Department of Transportation Right of Way Map, Section 79002 F.P. No. 2426961; thence run North 87°44'51" East along the South line of the Southwest 1/4 of said Section 1, a distance of 119.268 meters (719.38 feet) to the Westerly line of a 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County, Florida; thence departing said South line run North 01°08'35" East along said Westerly right of way line 30.320 meters (99.47 feet) to the POINT OF BEGINNING; thence departing said Westerly right of way line run North 88°51'25" West 70.121 meters (230.06 feet); thence run North 01°08'35" West parallel with the aforementioned Westerly right of way line 112.000 meters (367.45 feet); thence run South 88°51'25" East 70.121 meters (230.06 feet) to the aforementioned Westerly right of way line; thence run South 01°08'35" West along Westerly right of way line 112.000 meters (367.45 feet) to the POINT OF BEGINNING.

The land described in PART A contain 0.6486 hectares (1.603 acres), more or less(exclusive of area within existing right of way).

PART B: WATER RETENTION AREA      LEFT (WEST)      STATION 636+00.000

That part of Blocks 128, 129 (except Lots 10 thru 13), 130, 131, and 132, National Gardens Park No. 3, as recorded in Map Book 10, Page 48, Public Records of Volusia County, Florida, being within the Southwest 1/4 of Section 1, Township 14 South, Range 31 East, lying within the following described boundaries: Commence at a 5/8" iron rod and cap stamped "SSMC LS 4245" at the Northwest corner of the Southwest 1/4 of said Section 1, as shown on Florida Department of Transportation Right of Way Map, Section 79002 F.P. No. 2426961; thence run North 88°02'46" East along the North line of the Southwest 1/4 of said Section 1, a distance of 258.211 meters (847.15 feet) to the Westerly line of a 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County,

**FEE SIMPLE - WATER RETENTION AREA**

PARCEL NO. 102 - cont'd.

Florida; thence departing said North line run South  $01^{\circ}08'35''$  West along said Westerly right of way line 87.131 meters (285.86 feet) to the POINT OF BEGINNING; thence continue along said Westerly right of way line South  $01^{\circ}08'35''$  West, 79.000 meters (259.19 feet); thence departing said Westerly right of way line run North  $88^{\circ}51'25''$  West, 139.659 meters (458.20 feet); thence run North  $01^{\circ}08'35''$  East, parallel with the aforementioned Westerly right of way line, 79.000 meters (259.19 feet); thence run South  $88^{\circ}51'25''$  East, 139.659 meters (458.20 feet) to the aforementioned Westerly right of way line and the POINT OF BEGINNING.

The lands described in PART B contain 0.7374 hectares (1.822 acres), more or less (exclusive of area within road rights of way).

PART C: WATER RETENTION AREA      LEFT (WEST)      STATION 648+00.000

That part of Blocks 134 and 135 of National Gardens Revised Plat, as recorded in Map Book 10, Pages 250-253, being in the Southwest 1/4 of Section 36, Township 13 South, Range 31 East, lying within the following described boundaries: Commence at a 4" x 4" concrete monument with a brass disk stamped "S.R.D." at the Southwest corner of said Section 36, as shown on Florida Department of Transportation Right of Way Map Section 79002 F.P. No. 2426961; thence run North  $38^{\circ}16'05''$  East along the South line of the Southwest 1/4 of said Section 36, a distance of 297.159 meters (974.93 feet) to the Westerly line of a 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County, Florida; thence departing said South line run North  $01^{\circ}08'35''$  East along said Westerly right of way line 224.793 meters (737.51 feet) to the POINT OF BEGINNING; thence departing said Westerly right of way line run North  $88^{\circ}51'25''$  West 126.439 meters (414.83 feet) to the Easterly line of Cleveland Street, a 60.00 foot platted street per said plat of National Gardens Revised Plat; thence run North  $01^{\circ}33'27''$  West along said Easterly line 76.385 meters (250.61 feet); thence run South  $88^{\circ}51'25''$  East 82.750 meters (271.49 feet); thence South  $48^{\circ}53'52''$  East 25.756 meters (84.50 feet); thence run South  $38^{\circ}51'25''$  East 27.545 meters (90.37 feet) to the aforementioned Westerly right of way line; thence run South  $01^{\circ}08'35''$  West along said Westerly right of way line 59.759 meters (196.06 feet) to the POINT OF BEGINNING.

FEE SIMPLE - WATER RETENTION AREA

PARCEL NO. 102 - cont'd.

The lands described in PART C contain 0.8062 hectares (1.992 acres), more or less (exclusive of area within existing road rights of way).

NOTE: CONVERSION OF METRIC DIMENSIONS TO ENGLISH DIMENSIONS ARE BASED ON A SOFT CONVERSION USING THE U.S. FOOT RATIO (39.37/12).

LESS AND EXCEPT:

FEE SIMPLE - WATER RETENTION AREA

PARCEL 104

WATER RETENTION AREA

LEFT (WEST)

STATION 636+00.000

All of Lots 10, 11, 12, and 13, Block 129 of National Gardens Park No. 3, as recorded in Map Book 10, Page 48, Public Records of Volusia County, Florida being within the Southwest 1/4 of Section 1, Township 14, Range 31, lying Westerly of that 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County, Florida, as shown on State of Florida Department of Transportation right of way map, Section No. 79002 F.P. No. 2426961.

The lands described contain 119.4 square meters (1285 square feet), more or less.

NOTE: CONVERSION OF METRIC DIMENSIONS TO ENGLISH DIMENSIONS ARE BASED ON A SOFT CONVERSION USING THE U.S. FOOT RATIO (39.37/12).

Parcel J:

That portion of National Gardens Park Subdivision, as per map in map Book 10, Page 46, Public Records of Volusia County, Florida, lying Northeast of the Florida East Coast Railway right of way, which portion of said plat was vacated (Blocks 1 and 2) by resolution of The Board of County Commissioners, Volusia County, Florida, dated October 7, 1948, and recorded in Deed Book 391, Page 388, Public Records of Volusia County, Florida, except the following parcel:

Beginning at a permanent reference monument at the Southeast corner of Section 36, Township 13 South, Range 31 East, thence Southerly and along the Easterly line of Section 1, Township 14 South, Range 31 East, to the Northwesterly line of Lot 19, National Gardens Addition Unit 1, according to map in Map Book 11, Page 148, Public Records of Volusia County, Florida; thence Southwesterly along said Northwesterly line of said Lot 19 to a permanent reference monument in the Northeasterly right of way line of Florida East Coast Railway; thence Northwesterly along the Northeasterly right of way line of said railway a distance of 300 feet to a permanent reference monument; thence Northeasterly and parallel to the Northwest line of said Lot 19 to a point in the Southerly line of said Section 36; thence Easterly along the Southerly line of said Section 36 to the Southeast corner thereof being the Point of Beginning.

78 Lots "Outparcels":

Parcel 1:

Lots 8, 26 and 27, Block 130, Lot 8, Block 156, and the East 60 feet of Lot 1, Block 157, National Gardens, according to the map or plat thereof as recorded in Plat Book 6, Page 237, and Refiled in Plat Book 10, Page 230, Public Records of Volusia County, Florida.

Parcel 2:

Lots 24, 25, 43, 44, 47 and 48, Block 14, Lots 5 through 9, inclusive Block 27, Lots 41 through 44, inclusive, Block 29, Lots 11 through 14, inclusive, Block 30, Lots 10 through 13, inclusive, Block 35, and Lots 26 through 34 inclusive, Block 37, National Gardens Park No. 1, according to the map or plat thereof as recorded in Plat Book 10, Page 46, Public Records of Volusia County, Florida.

Parcel 3:

Lots 11 through 20, inclusive, Lots 31 through 35, and Lots 46 through 50, inclusive Block 41, Lot 27, Block 54, Lot 36, Block 60, Lots 18 and 19, Block 64, Lots 3 through 13, inclusive, Block 70, and Lots 22 through 25, inclusive, Block 70, National Gardens Park No. 4, according to the map or plat thereof as recorded in Plat Book 10, Page 49, Public Records of Volusia County, Florida.

Parcel 4:

Lots 30 and 31, Block 86, Lot 25, Block 99, Lots 49 and 50, Block 102, and Lot 3, Block 104, National Gardens Park No. 2, according to the map or plat thereof as recorded in Plat Book 10, Page 47, Public Records of Volusia County, Florida.

Demonstration Garden Parcel:

Un-numbered Lot (Demonstration Garden) in Block 76, National Gardens, Subdivision, according to the map or plat thereof as recorded in Plat Book 10, Page 250 to 253, Public Records of Volusia County, Florida.

Tomahawk Parcel:

A parcel of land lying South of Harmony Avenue (80'R/W) as recorded in O.R. Book 530, Page 681, of the public records of Volusia County, Florida, East of Government Section 1, Township 14 South Range 31 East, and West of the George Anderson Grant (Section 38), Township 14 South Range 32 East, said parcel lying within and being a portion of Government Sections 6, Township 14 South, Range 32 East, being more particularly described as follows:

Beginning at the Southwest corner of the George Anderson Grant (Section 37), Township 14 South, Range 31 East run thence N14°28'13"E along the West line of said George Anderson Grant, 1603.80 feet to the West line of said Section 6 and the Point of Beginning; thence N01°28'20"W along the West line of said Section 6 a distance of 1483.29 feet to the South line of said Harmony Avenue; thence N46°51'21"E along the South line of said Harmony Avenue 269.06 feet to the West line of the George Anderson Grant (Section 38); thence S14°28'13"W along the West line of said George Anderson Grant a distance of 731.70 feet to the Point of Beginning.

Flagler County Property

Parcel Q:

Sections 3, 4, 9 and 10, all in Township 14 South, Range 31 East and the South 1/2 and the South 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 13 South, Range 31 East, all lying in Flagler County, Florida.

This instrument prepared by and returned to:  
William I. Livingston, Esquire  
Tomoka Holdings, LLC  
1 Corporate Drive, Suite 3A  
Palm Coast, Florida 32137

**Property Appraiser's Parcel I.D.#s:**  
Flagler County: 03-14-31-0000-01010-0000; 04-14-31-0000-01010-0000;  
09-14-31-0000-01010-0000 and 10-14-31-0000-01010-0000  
Volusia County: 11-14-31-00-00-0010

**Original counterparts of this Quit Claim Deed are being recorded in Flagler County and Volusia County, Florida.**

**QUIT CLAIM DEED**

This Quit Claim Deed executed this 15<sup>th</sup> day of April, 2009, by **Tomoka Holdings, LLC, a Florida limited liability company**, with offices at 1 Corporate Drive, Suite 3A, Palm Coast, FL 32137, first party, to **Lake Swamp, LLC, a Florida limited liability company**, with offices at 1 Corporate Drive, Suite 3A, Palm Coast, Florida 32137, second party:

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

W I T N E S S E T H: that the first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the second party, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim to the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler and County of Volusia, State of Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE**

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said second party, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and sealed in its name by its President as of the day and year first above written.

WITNESSES:

Mura & McGee  
Print Name:

**Tomoka Holdings, LLC., a Florida limited liability company**

By: William I. Livingston  
William I. Livingston, Its President/Manager

UNOFFICIAL DOCUMENT

*Danielle M. Dahl*  
Print Name: Danielle M. Dahl

Attest:  
By: *Eileen L. Linehan*  
Eileen L. Linehan, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2009, by William I. Livingston and Eileen L. Linehan, the President and Secretary, respectively, of TOMOKA HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. They are known to me and did not take an oath.

*Danielle M. Dahl*  
Notary Public, State of Florida  
My Commission Expires:



DANIELLE M. DAHL  
MY COMMISSION # DD 471402  
EXPIRES: January 13, 2010  
Bonded Thru Budget Notary Services

UNOFFICIAL DOCUMENT



### SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

#### LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 3, 4, 9 AND 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, AND GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 WEST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE N01°26'52"W ALONG THE WEST LINE OF SAID SECTION 9 FOR A DISTANCE OF 2648.75 FEET; THENCE N01°37'03"W ALONG SAID WEST LINE OF SECTION 9 FOR A DISTANCE OF 2658.60 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N01°49'49"W ALONG THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 5271.90 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE N87°59'59"E ALONG THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 5339.83 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE DEPARTING SAID NORTHEAST CORNER S27°08'07"E FOR A DISTANCE OF 2402.36 FEET; THENCE N88°02'46"E FOR A DISTANCE OF 1026.60 FEET; THENCE S48°56'04"E FOR A DISTANCE OF 2329.04 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 747.00 FEET; THENCE S15°57'28"E FOR A DISTANCE OF 1265.78 FEET; THENCE S25°15'04"E FOR A DISTANCE OF 1345.57 FEET; THENCE S56°44'53"W FOR A DISTANCE OF 3264.51 FEET; THENCE S14°19'57"W FOR A DISTANCE OF 844.28 FEET; THENCE N86°05'07"W FOR A DISTANCE OF 454.06 FEET; THENCE N61°13'56"W FOR A DISTANCE OF 872.71 FEET; THENCE N85°38'01"W FOR A DISTANCE OF 1194.11 FEET; THENCE S01°34'45"E FOR A DISTANCE OF 1710.24 FEET; THENCE S39°19'01"E FOR A DISTANCE OF 947.89 FEET TO THE SOUTH LINE OF SAID SECTION 10; THENCE S88°09'55"W ALONG SAID SOUTH LINE OF SECTION 10 FOR A DISTANCE OF 580.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 10, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE S88°11'54"W ALONG THE SOUTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 5295.77 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 82,360,352 SQUARE FEET, OR 1,890.734 ACRES, MORE OR LESS.

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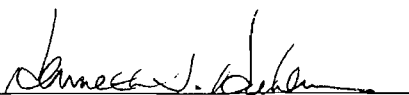
#### SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING S88°11'54"W.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

#### ABBREVIATIONS

C=CURVE	POB=POINT OF BEGINNING
D=DELTA	POC=POINT OF COMMENCEMENT
R=RADIUS	MB=MAP BOOK
L=LENGTH	S/SECT=SECTION
CH=CHORD	R/RNG=RANGE
TB=TANGENT BEARING	T/TWP=TOWNSHIP
CB=CHORD BEARING	I.D=IDENTIFICATION
R/W=RIGHT OF WAY	CONC=CONCRETE
C= CENTER LINE	(R)=RECORD
PRC=POINT OF REVERSE CURVATURE	(F)=FIELD MEASURED
PC=POINT OF CURVE	ORB=OFFICIAL RECORD BOOK
PT=POINT OF TANGENCY	(NR)=NON-RADIAL
PI=POINT OF INTERSECTION	(RAD)=RADIAL
PB=PLAT BOOK	
PG=PAGE	

4/30/08

SIGNED:   
KENNETH J. KUHAR  
FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH / FLAGLER/PALM COAST  
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
 Phone: 386-274-7600 Fax: 386-274-7602  
 email: tomoko@tomoka-eng.com website: www.tomoka-eng.com

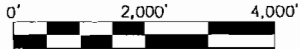
### SKETCH AND DESCRIPTION

PROJECT NO.	T7083FLCI
DRAWING REFERENCE NO.	7083-OCMB-SL
DATE:	04/30/2008
SHEET NO.	2 OF 2

M:\land Projects\7083\T7083FLCI\ang New Sketch 11\egplus\7083-OCMB-SL.dwg 4/29/2008 3:07:36 PM EDT



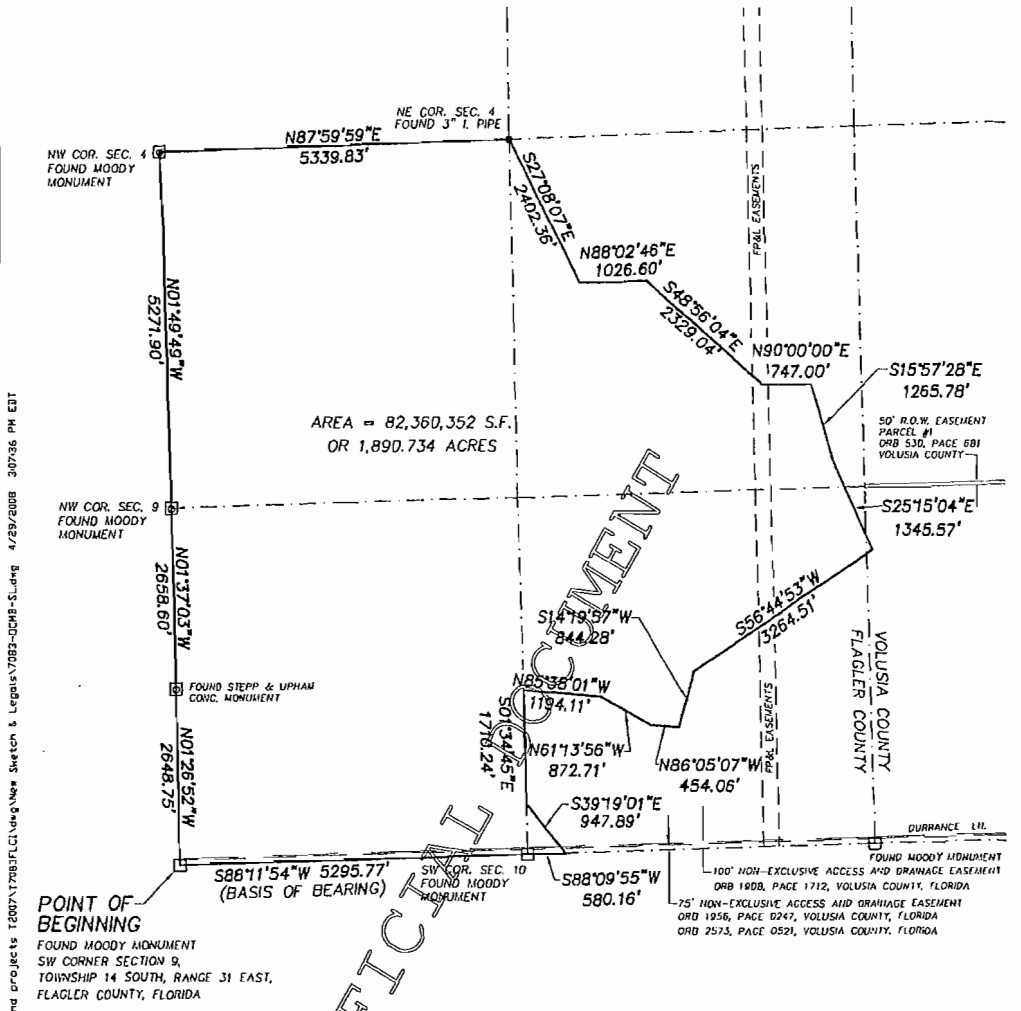
NORTH ARROW



SCALE 1" = 2,000'

### SKETCH AND DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION



Hand Projects: T2007\17083FLCI\orig\New Sketch & Legalis\7083-OCMB-SL.dwg 4/29/2008 9:07:36 PM EDT

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE  
THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.

 <p><b>TOMOKA ENGINEERING</b> A WADE-TELM COMPANY CIVIL ENGINEERING &amp; LAND SURVEYING SINCE 1976 DAYTONA BEACH, FLORIDA Main Office: 410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117 Phone: 386-274-1600 Fax: 386-274-1602 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com</p>	<p>SKETCH AND DESCRIPTION</p>	PROJECT NO. T7083FLCI
		DRAWING REFERENCE NO. 7083-OCMB-SL
		DATE: 04/30/2008
		SHEET NO. 1 OF 2

This instrument prepared by and returned to:  
William I. Livingston, Esquire  
Tomoka Holdings, LLC  
145 City Place, Suite 300  
Palm Coast, FL 32164

Property Appraiser's Parcel I.D.#s:  
34-13-31-0000-02010-0000  
03-14-31-0000-01010-0000  
10-14-31-0000-01010-0000

**QUIT CLAIM DEED**

This Quit Claim Deed executed this 26<sup>th</sup> day of April, 2010, by Tomoka Holdings, LLC, a Florida limited liability company, with offices at 145 City Place, Suite 300, Palm Coast, FL 32164, first party, to Lake Swamp, LLC, a Florida limited liability company, with offices at 145 City Place, Suite 300, Palm Coast, FL 32164, second party:

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

WITNESSETH: that the first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the second party, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim to the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF BY REFERENCE

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging of in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said second party, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and sealed in its name by its President as of the day and year first above written.

WITNESSES:

Maura McAdams  
Print Name: Maura McAdams

Danjelle M. Dahl  
Print Name: Danjelle M. Dahl

Tomoka Holdings, LLC, a Florida  
limited liability company


By: William I. Livingston  
William I. Livingston, Its President/Manager

Attest: Eileen L. Linehan  
By: Eileen L. Linehan, Assistant Secretary

UNOFFICIAL DOCUMENT

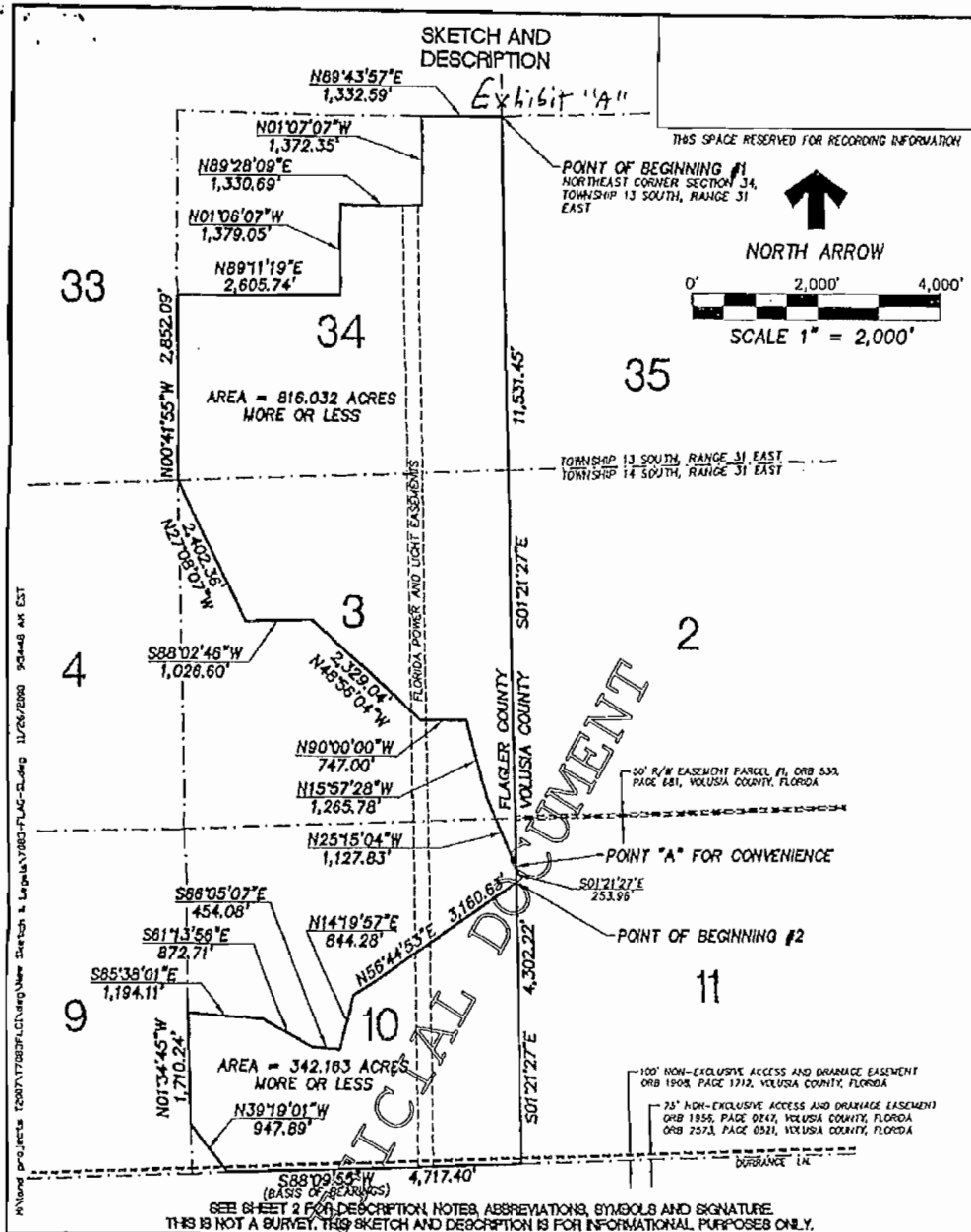
STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2010, by William I. Livingston and Eileen L. Linehan, the President and Secretary, respectively, of TOMOKA HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. They are known to me and did not take an oath.

*Danielle M. Dahl*  
Notary Public, State of Florida  
My Commission Expires  


d:\dmd\Projects\Ormond Crossings\Wetland Mitigation Bank\Addtl Mitig Land Quit Claim Deed to Lake Swamp LLC.doc  
4-26-10

UNOFFICIAL DOCUMENT



 <p><b>TOMOKA ENGINEERING</b> A WADE TRIM COMPANY CIVIL ENGINEERING &amp; LAND SURVEYING SINCE 1976 DAYTONA BEACH, FLORIDA Main Office: 470 LPGA Blvd., Suite 148, Daytona Beach, FL 32107 Phone: 386-274-1600 Fax: 386-274-1602 web: tomoka@tomoka-eng.com website: www.tomoka-eng.com</p>	<p><b>SKETCH AND DESCRIPTION</b></p>	PROJECT NO. <b>FLC708302</b>
		DRAWING REF. NO. <b>7083-FLAG-SL</b>
		DATE: <b>02/02/2010</b>
		SHEET NO. <b>1 OF 2</b>

SKETCH  
AND  
DESCRIPTION

THIS SPACE RESERVED FOR RECORDING INFORMATION

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, AND GOVERNMENT SECTIONS 3 AND 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING #1, BEING THE NORTHEAST CORNER OF SAID SECTION 34; THENCE S01°21'27"E ALONG THE EAST LINE OF SAID SECTIONS 34, 3 AND 10, ALSO BEING THE EAST LINE OF FLAGLER COUNTY FOR A DISTANCE OF 11,531.45 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10, SAID POINT BEING REFERRED TO HEREINAFTER AS POINT 'A' FOR CONVENIENCE; THENCE N25°15'04"W DEPARTING SAID SECTION LINE FOR A DISTANCE OF 1,127.83 FEET; THENCE N15°57'28"W FOR A DISTANCE OF 1,265.78 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 747.00 FEET; THENCE N48°56'04"W FOR A DISTANCE OF 2,329.04 FEET; THENCE S88°02'46"W FOR A DISTANCE OF 1,026.60 FEET; THENCE N27°08'07"W FOR A DISTANCE OF 2,402.36 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N00°41'55"W ALONG THE WEST LINE OF SAID SECTION 34 FOR A DISTANCE OF 2,852.09 FEET; THENCE DEPARTING SAID SECTION LINE N89°11'19"E FOR A DISTANCE OF 2,605.74 FEET; THENCE N01°06'07"W FOR A DISTANCE OF 1,379.05 FEET; THENCE N89°28'09"E FOR A DISTANCE OF 1,330.69 FEET; THENCE N01°07'07"W FOR A DISTANCE OF 1,372.35 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 34; THENCE N89°43'57"E ALONG SAID NORTHERLY SECTION LINE FOR A DISTANCE OF 1,332.59 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #1 OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 816.032 ACRES, MORE OR LESS.

TOGETHER WITH:

THENCE RETURNING TO SAID POINT 'A' FOR CONVENIENCE; THENCE S01°21'27"E ALONG SAID EAST LINE OF SECTION 10 FOR A DISTANCE OF 253.98 FEET TO THE POINT OF BEGINNING #2; THENCE CONTINUE ALONG SAID SECTION LINE S01°21'27"E FOR A DISTANCE OF 4,302.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE S88°09'55"W ALONG SAID SECTION LINE FOR A DISTANCE OF 4,717.40 FEET; THENCE DEPARTING SAID SECTION LINE N39°19'01"W FOR A DISTANCE OF 947.89 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 10; THENCE N01°34'45"W ALONG SAID WEST LINE FOR A DISTANCE OF 1,710.24 FEET; THENCE DEPARTING SAID SECTION LINE S85°38'01"E FOR A DISTANCE OF 1,194.11 FEET; THENCE S61°13'56"E FOR A DISTANCE OF 872.71 FEET; THENCE S86°05'07"E FOR A DISTANCE OF 454.06 FEET; THENCE N14°19'57"E FOR A DISTANCE OF 844.28 FEET; THENCE N56°44'53"E FOR A DISTANCE OF 1,160.63 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #2 OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 342.163 ACRES, MORE OR LESS.

THE COMBINED PARCELS OF LAND CONTAIN 1,158.195 ACRES, MORE OR LESS.

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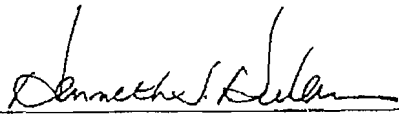
SURVEYOR'S NOTES:

1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; BEING S88°09'55"W.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

ABBREVIATIONS

R/W=RIGHT OF WAY  
ORB=OFFICIAL RECORD BOOK  
T/TWP=TOWNSHIP

NB=MAP BOOK  
S/SECT=SECTION  
R/RNG=RANGE

SIGNED:   
KENNETH J. KUHAR  
FLA. PROFESSIONAL SURVEYOR/MAPPER #6103



**TOMOKA ENGINEERING**  
CIVIL ENGINEERING AND SURVEYING SINCE 1976  
DAYTONA BEACH, FLORIDA FLAGLER/PALM COAST  
Main Office: 1110 LPDA Blvd, Suite 144, Daytona Beach, FL 32117  
Phone: 386-274-1600 Fax: 386-274-1602  
web: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH  
AND  
DESCRIPTION

PROJECT NO.	FLC708302
DRAWING REF. NO.	7083-FLAG-SL
DATE:	02/02/2010
SHEET NO.	2 OF 2

Prepared by:  
William I. Livingston, President/Manager  
Tomoka Holdings, LLC  
1 Corporate Drive, Suite 3A  
Palm Coast, FL 32137

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 1st day of July, 2009 by LAKE SWAMP, LLC, a Florida limited liability company, having an address at One Corporate Drive, Suite 3A, Palm Coast, FL 32137 ("Grantor"), jointly in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee"), and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, having a mailing address at 3900 Commonwealth Boulevard, Tallahassee, FL 32399 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in FLAGLER County and VOLUSIA County, Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated by this reference as LAKE SWAMP MITIGATION BANK (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-035-104433-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation, except as set forth in permit # 4-035-104433-1.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, except as set forth in permit # 4-035-104433-1.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition, except as set forth in permit # 4-035-104433-1.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, which are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Additionally, the Grantor reserves unto itself the right to perform all enhancement, maintenance, and monitoring activities, as set forth in permit # 4-035-104433-1.



4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of FLAGLER County, Florida, and shall rerecord it at any time Grantee may require to preserve

its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:  
Lake Swamp, LLC, a Florida limited liability company

Signature: Myra L. McAdams  
Printed Name: Myra L. McAdams

Signature: William I. Livingston  
William I. Livingston  
Vice President/Manager

Signature: Danielle M. Dahl  
Printed Name: Danielle M. Dahl

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 1st day of July, 2009, by William I. Livingston, Vice President/Manager of Tomoka Holdings, LLC, a Florida limited liability company, as Sole Member of Lake Swamp LLC, a Florida limited liability company, who is personally known to me and who did not take an oath.

Danielle M. Dahl  
Notary Public, State of Florida at Large

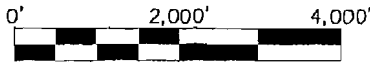
My Commission Expires:

Serial No. \_\_\_\_\_  
DANIELLE M. DAHL  
MY COMMISSION # DD 471402  
EXPIRES: January 13, 2010  
Bonded Thru Budget Notary Services





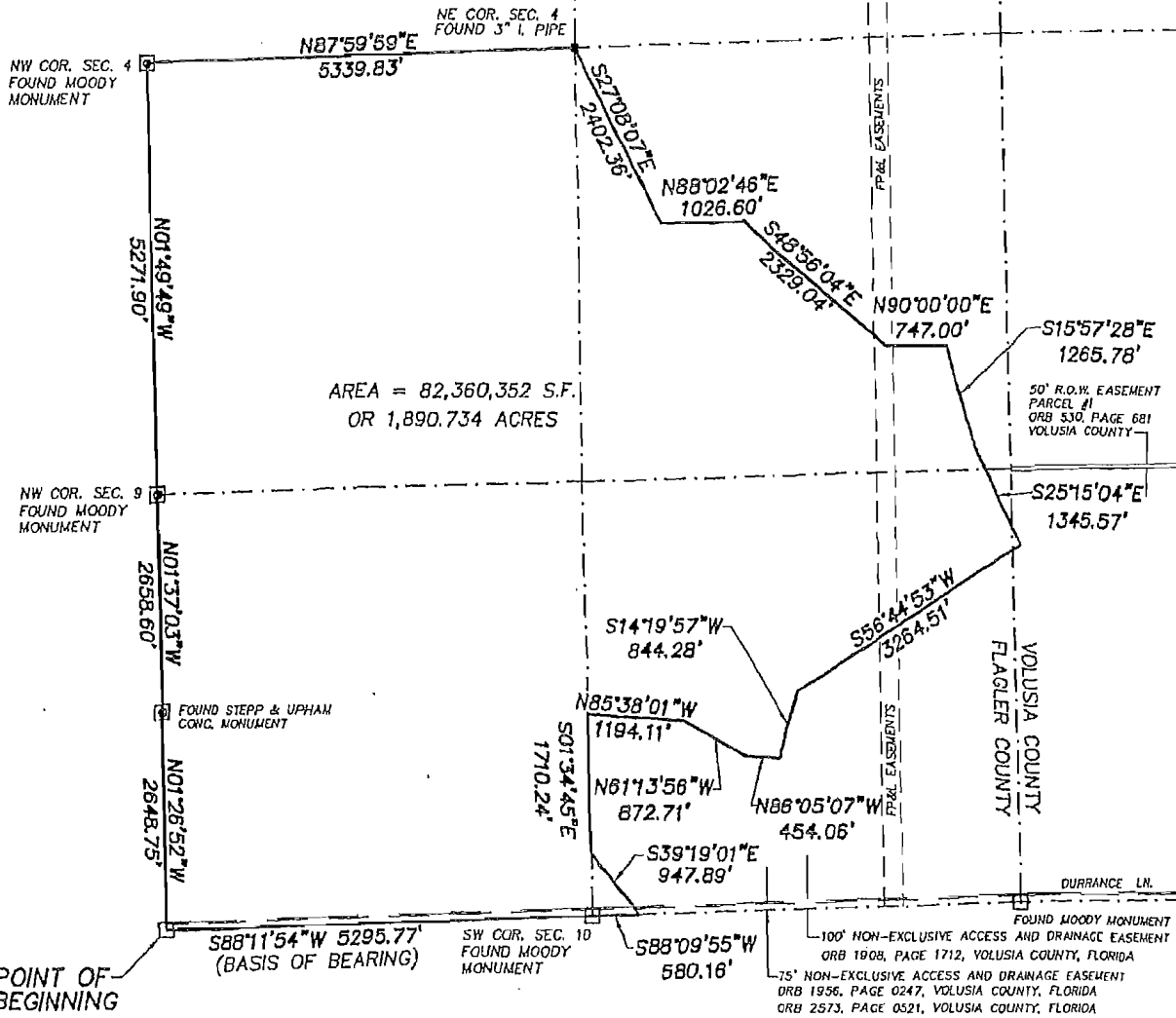
NORTH ARROW



SCALE 1" = 2,000'

SKETCH AND DESCRIPTION  
EXHIBIT "A"

THIS SPACE RESERVED FOR RECORDING INFORMATION



SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.  
THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.



LS #2232

**TOMOKA ENGINEERING**

A WADE TRIM COMPANY  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
Phone 386-274-1600 Fax 386-274-1602  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T7083FLCI
DRAWING REFERENCE NO.	7083-OCMB-SL
DATE:	04/30/2008
SHEET NO.	1 OF 2

**SKETCH  
AND  
DESCRIPTION**

THIS SPACE RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 3, 4, 9 AND 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, AND GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 WEST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE N01°26'52"W ALONG THE WEST LINE OF SAID SECTION 9 FOR A DISTANCE OF 2648.75 FEET; THENCE N01°37'03"W ALONG SAID WEST LINE OF SECTION 9 FOR A DISTANCE OF 2658.60 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N01°49'49"W ALONG THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 5271.90 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE N87°59'59"E ALONG THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 5339.83 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE DEPARTING SAID NORTHEAST CORNER S27°08'07"E FOR A DISTANCE OF 2402.36 FEET; THENCE N88°02'46"E FOR A DISTANCE OF 1026.60 FEET; THENCE S48°56'04"E FOR A DISTANCE OF 2329.04 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 747.00 FEET; THENCE S15°57'28"E FOR A DISTANCE OF 1265.78 FEET; THENCE S25°15'04"E FOR A DISTANCE OF 1345.57 FEET; THENCE S56°44'53"W FOR A DISTANCE OF 3264.51 FEET; THENCE S14°19'57"W FOR A DISTANCE OF 844.28 FEET; THENCE N86°05'07"W FOR A DISTANCE OF 454.06 FEET; THENCE N61°13'56"W FOR A DISTANCE OF 872.71 FEET; THENCE N85°38'01"W FOR A DISTANCE OF 1194.11 FEET; THENCE S01°34'45"E FOR A DISTANCE OF 1710.24 FEET; THENCE S39°19'01"E FOR A DISTANCE OF 947.89 FEET TO THE SOUTH LINE OF SAID SECTION 10; THENCE S88°09'55"W ALONG SAID SOUTH LINE OF SECTION 10 FOR A DISTANCE OF 580.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 10, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE S88°11'54"W ALONG THE SOUTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 5295.77 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 82,360,352 SQUARE FEET, OR 1,890.734 ACRES, MORE OR LESS.

W:\Tomoko\0\@JOB-DOC\@T2007\T7083FLCI Ormond X-ings\LD-7083-OCMB-SL.doc

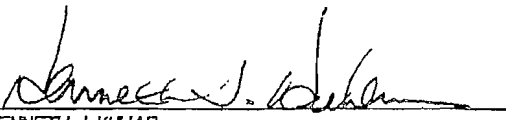
**SURVEYOR'S NOTES:**


1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING S88°11'54"W.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

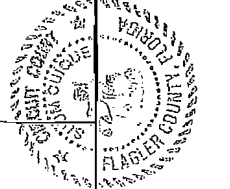
**ABBREVIATIONS**

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PT=POINT OF TANGENCY	(NR)=NON-RADIAL
PI=POINT OF INTERSECTION	(RAD)=RADIAL
PB=PLAT BOOK	
PC=PAGE	

4/30/08

SIGNED:   
 KENNETH J. KUHAR  
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105

HEREBY CERTIFY THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL  
 GAIL WADSWORTH  
 CLERK OF COURTS  
 By 




**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
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SKETCH  
AND  
DESCRIPTION

PROJECT NO.	T7083FLCI
DRAWING REFERENCE NO.	7083-OCMB-SL
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SHEET NO.	2 OF 2

H:\land projects\T2007\T7083FLCI.dwg New Sketch 1 Legals\7083-OCMB-SL.dwg 4/29/2008 3:07:35 PM EDT

This instrument prepared by and returned to:  
William I. Livingston, Esquire  
Tomoka Holdings, LLC  
145 City Place, Suite 300  
Palm Coast, Florida 32164

**Tax ID #s:**

**Flagler County:** 09-14-31-0000-01010-0000  
10-14-31-0000-01010-0000  
10-14-31-0000-01010-0010

**Volusia County:** 11-14-31-00-00-0010

**QUIT CLAIM DEED**

This Quit Claim Deed executed this \_\_\_\_ day of \_\_\_\_\_, 2011, by **Tomoka Holdings, LLC, a Florida limited liability company** and **Lake Swamp, LLC, a Florida limited liability company**, both with offices at 145 City Place, Suite 300, Palm Coast, FL 32164, collectively "First Party, to **Flagler County**, a political subdivision of the State of Florida, with offices at 1769 East Moody Boulevard, Building #2, Suite 303, Bunnell, FL 32110, Second Party:

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

W I T N E S S E T H: that the first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the second party, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim to the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler and County of Volusia, State of Florida, to-wit:

**A 100 foot right-of-way over and upon the Southerly 100 feet of Sections 9 and 10, Township 14 South, Range 31 East, all in Flagler County, Florida**

**AND**

**A 100 foot right-of-way over and upon the Southerly 100 feet of Section 11, Township 14 South, Range 31 East, in Volusia County, Florida (collectively the "Real Property")**

**Reserving unto the First Party, its successors and/or assigns, an easement for access, ingress, egress and passage by vehicles and pedestrians, and for drainage and utility purposes, over, under and across the Real Property.**

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to

the only proper use, benefit and behoof of the said second party, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and sealed in its name by its President as of the day and year first above written.

WITNESSES:

**Tomoka Holdings, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William I. Livingston, President/Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Eileen L. Linehan, Assistant Secretary

WITNESSES:

**Lake Swamp, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
William I. Livingston, President/Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest:  
By: \_\_\_\_\_  
Eileen L. Linchan, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by William I. Livingston and Eileen L. Linehan, the President/Manager and Assistant Secretary, respectively, of both Tomoka Holdings, LLC and Lake Swamp, LLC, both Florida limited liability companies on behalf of the companies. They are known to me and did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

## HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT LANGUAGE

### Development of Regional Impact Adopted May 28, 1991 - Requirements

The original Hunter's Ridge Development of Regional Impact Development Order obligated the developer, prior to the issuance of the 376th residential building permit in Flagler County, to first obtain and dedicate to Flagler County "a 100 foot wide right-of-way along a portion of the north project boundary for the purpose of providing access to Tymber Creek Road." Following the dedication of the right-of-way to the County, the developer would be obligated to "clear, grade and construct the stabilized sub-grade (including the construction of drainage components) for two lanes within said right-of-way from the elementary school site to Tymber Creek Road." Upon completion of the two lane roadway stabilized subgrade, the developer would then be required to maintain the improved roadway until paving occurred. Prior to the issuance of the 754th residential building permit in Flagler County, the roadway would be required to be paved to County standards. Upon completion of the paving to Flagler County standards, the D.O. intended that both Flagler and Volusia Counties would accept the portion of the roadway within their respective jurisdictions along with the maintenance.

### Development of Regional Impact Adopted November 15, 2010 - Requirements

The Flagler County Board of County Commissioners, at its November 15, 2010 meeting, approved a substantial deviation to the original development order which included provisions for Strickland Road/Durrance Lane. According to the D.O.:

"Prior to any development in Phase 3, the Developer shall post a financial surety acceptable to the County guaranteeing the contribution of Two Hundred Thousand Dollars (\$200,000.00) for road and stormwater improvements to Strickland Road/Durrance Lane as a potential secondary emergency access to the clusters located within Phase 3. Said financial surety shall be callable for use at anytime to construct roadway improvements to Strickland Road/Durrance Lane as determined solely by the County within the area of Strickland Road/Durrance Lane from Tymber Creek Road to the Development Area border as shown on Map H of the D.O. Said financial surety shall be held for a maximum period of up to ten (10) years and, if not used during that timeframe, the principal amount shall be released to the Developer.

The County shall seek legal authority to complete the improvements from the underlying property owners. If such permission is not granted to allow the improvements and secondary emergency access within ten (10) years, the County shall limit any secondary access improvements of the Developer to internal loop roads and release the Developer of future obligations related to the improvement of Strickland Road/Durrance Lane. Such access shall be restricted as follows:

- a. Said access shall be gated, stabilized, emergency access only maintained by the Master Property Owners Association or CDD.
- b. Emergency access points shall be limited to no more than 4 connections.
- c. Funds required herein shall be adjusted for deflation/inflation at the time of payment, utilizing 2010 as the base year of any deflation/inflation calculation."

**ATTACHMENT 4**

### **What is a Municipal Service Benefit Unit (MSBU)**

An "MSBU" is a non-ad valorem assessment district established to provide funding for an essential improvement in a specific geographical area within the County taxing district. An MSBU consists of a group of properties that share in the benefit and cost of improvements. MSBU's do not impact the County's ad valorem millage rate and, therefore, do not influence or restrict County collection of property taxes.

### **Creation and Implementation of an MSBU**

Florida Statutes Chapter 125.01(1) (a) authorizes the Board of County Commissioners to create Municipal Service Benefit Units to provide specific municipal services to any specified portion or all of the unincorporated area of the County. Florida Statutes Section 197.3632 authorizes such MSBU non-ad valorem assessments to be billed and collected in a uniform manner with ad valorem taxes.

In this instance, road improvement services would be paid for by non-ad valorem assessments levied against property within benefited areas. A petition containing at least two-thirds of the signatures of property owners of the area is required to be included in the MSBU. The Board of County Commissioners may, at its discretion, require more than two-thirds of the property owners' signatures. A budget is established and a public hearing must be held to receive comments from the affected property owners.

### **How are Assessments Calculated**

The calculation method can vary from one unit to another. The assessment can be based on the length of front footage, size of lots, amount of acreage, or taxable value of the property.

### **Assessment Bills**

If the MSBU is approved, an ordinance is adopted and coordination takes place with the Property Appraiser and Tax Collector. Non-ad valorem assessments would be on the annual ad valorem tax bills which are sent by the Tax Collector to each property owner within the MSBU each year. Therefore, non-ad valorem assessments are payable in the same manner as ad valorem taxes (tax bills). Delinquent payments may result in the sale of a tax certificate in accordance with Florida Statute Chapter 197.

**Attachment 5**



LISTING OF PARCELS WITH FRONTAGE ON DURRANCE LANE/STRICKLAND ROAD  
(AS OF 8/1/2011)

Full Parcel ID Short Parcel ID	Owner Name	Location	Legal Description	Recording Information	Jurisdiction	Acres	Front Feet	Dev?	HX?
13-14-31-00-00-0067 4113-00-00-0067	STRICKLAND M C JR	DURRANCE LN ORMOND BEACH 32174	13 14 31 N 100 FT OF W 1/4 PER OR 3795 PG 1184	OR 3795 P 1184 (12/1992)	City of Ormond Beach	3.03	1320 FEET (PARCEL IS DURRANCE LN R-O-W)	N	N
11-14-31-00-00-0010 4111-00-00-0010	TOMOKA HOLDINGS LLC	AIRPORT RD ORMOND BEACH 32174	11-14-31 ALL PGS OR 3503 PG 1332 & 866 OR 4989 PG 2211 & OR 5496 PG 779 ETC TRANG IN NW 1/4 PER OR 6346 PG 4708	OR 2009 P 0096 (8/1978) OR 2562 P 1382 (4/1986) OR 4989 P 2211 (12/2002)	City of Ormond Beach	640.00	5280 FEET (PARCEL IS DURRANCE LN R-O-W)	N	N
12-14-31-00-00-0020 4112-00-00-0020	FAIRCLOTH DEBORAH JACOBS	664 N TYMBER CREEK RD ORMOND BEACH 32174	12-14-31 2620.62 FT MEAS ON W/4 OF SW 1/4 W OF 1/4 S & CO RD ETC (IRREG PARCEL BEING 1/4 S FT OF 5200.31 FT MEAS ON IRREG PARCEL BEING N 91.80 FT OF S 1321.45 FT MEAS ON W/4 OF 232.45 FT ON W/4 PER OR 4293 PG 0351	OR 4263 P 0181 (12/1997) OR 4330 P 0135 (12/1997) OR 4370 P 4320 (10/1998)	Unincorporated Volusia	43.39	1320 FEET ON DURRANCE LN (PARCEL IS NORTH OF MC STRICKLAND PARCEL, HAS FRONTAGE ON TYMBER CREEK)	N	N
13-14-31-00-00-0060 4113-00-00-0060	THORBERG DALE C & CHRISTINE	501 DURRANCE LN ORMOND BEACH 32174	13 14 31 W 1/2 OF NW 1/4 EXC R/W PER OR 1908 PG 873 ETC S 2208.35 FT & ETC N 100 FT PER OR 4938 PG 3536	OR 4482 P 2391 (9/1999) OR 4590 P 0669 (4/2000) OR 4938 P 3536 (9/2002)	City of Ormond Beach	10.00	1320 FEET ON DURRANCE LN (PARCEL IS SOUTH OF MC STRICKLAND PARCEL, HAS FRONTAGE ON TYMBER CREEK)	Y	Y
14-14-31-00-00-0011 4114-00-00-0011	GRENIER ADAM WES	590 LEEWAY TR ORMOND BEACH 32174	14 14 31 W 656.67 FT OF E 1477.83 FT OF N 331.56 FT PER OR 3825 P 1102 ETC 50 PC SUBSURFACE RIGHTS PER OR 4618 PGS 4847-4858	OR 3825 P 1102 (4/1993) OR 4614 P 3215 (11/2000) OR 4618 P 4847 (11/2000)	City of Ormond Beach	5.00	656 FEET ON DURRANCE LN	Y	Y
14-14-31-00-00-0037 4114-00-00-0037	BURNSIDE LESLIE W JR	599 LEEWAY TR ORMOND BEACH 32174	14 14 31 W 265.23 FT OF E 821.16 FT PER OR 4073 PG 521 EXC 50 PC SUBSURFACE RIGHTS	OR 2712 P 0124 (7/1985) OR 3706 P 2678 (10/1991) OR 4073 P 0521 (1/1996)	City of Ormond Beach	5.00	820 FEET ON DURRANCE LN	Y	Y
14-14-31-00-00-0012 4114-00-00-0012	MILLENNIUM STABLES LLC	2279 DURRANCE LN ORMOND BEACH 32174	14-14-31 W 457.04 FT OF E 314.79 FT OF N 1324.09 FT EXC 564.3 02 FT PER 3651 PG 1706 & ETC 50 PC SUBSURFACE RIGHTS PER OR 5249 PG 4947	OR 3577 P 0919 (1/1991) OR 3651 P 1706 (6/1991) OR 5249 P 4947 (1/2004)	City of Ormond Beach	10.00	657 FEET ON DURRANCE LN	Y	N
14-14-31-00-00-0013 4114-00-00-0013	MILLENNIUM STABLES LLC	2301 DURRANCE LN ORMOND BEACH 32174	14-14-31 W 556.88 FT OF E 2791.67 FT OF N 663.02 FT PER OR 39 43 PG 3301 ETC 50 PC SUBSURFACE RIGHTS PER OR 5249 PG 4947	OR 4093 P 1499 (3/1996) OR 5249 P 4945 (1/2004) OR 5249 P 4947 (1/2004)	City of Ormond Beach	10.00	657 FEET ON DURRANCE LN	N	N
14-14-31-00-00-0065 4114-00-00-0065	DICK SCOTT & CHRISTINE	2335 DURRANCE LN ORMOND BEACH 32174	14 14 31 IRREG PARCEL BEING N 660.42 FT ON W/4 OF W 365.4 FT OF E 3157.16 FT AS MEAS ON N SECLINE PER OR 3310 PG 0173 & 3315 PG 1334 EXC 50 PC SUBSURFACE RIGHTS PER OR 4620 PG 3246	OR 3310 P 0173 (5/1989) OR 4620 P 3246 (11/2000) OR 4652 P 1342 (4/2002)	City of Ormond Beach	5.28	365 FEET ON DURRANCE LN	Y	Y
14-14-31-00-00-0042 4114-00-00-0042	GREEN ROBIN SHERWOOD & CYNTHIA B GREEN H&W	2349 DURRANCE LN ORMOND BEACH 32174	14-14-31 IRREG PARCEL IN N 1/2 BEING W 457.13 FT OF E 3814.14 FT OF N 663.13 FT ON W/4 ETC 50 PC SUBSURFACE RIGHTS PER OR 3855 PG 4124 PER OR 6412 PGS 2594-2595	OR 3196 P 1719 (2/1988) OR 3855 P 4134 (8/1993) OR 6412 P 2504 (10/2009)	City of Ormond Beach	10.00	657 FEET ON DURRANCE LN	Y	Y
14-14-31-00-00-0035 4114-00-00-0035	BUGNO DARREL D & CONNIE L	2379 DURRANCE LN ORMOND BEACH 32174	14-14-31 IRREG PARCEL IN N 1/2 BEING W 328.85 FT OF E 4143.14 FT OF N 663.11 FT ON W/4 PER OR 3916 PG 4143 ETC 50 PC SUBSURFACE RIGHTS	OR 3883 P 1186 (1/1994) OR 3916 P 4143 (4/1994)	City of Ormond Beach	5.00	329 FEET ON DURRANCE LN	Y	Y
14-14-31-00-00-0095 4114-00-00-0095	DEARBORN MELODY A & DEARBORN DENNIS E	2415 DURRANCE LN ORMOND BEACH 32174	14 14 31 N 663.11 FT ON E/4 OF W 328.45 FT MEAS ON N/4 OF E 4471.59 FT PER OR 4373 PG 3088 ETC 50 PC SUBSURFACE RIGHTS PER OR 6566 PG 3249	OR 4383 P 3088 (12/1998) OR 6566 P 3249 (2/2011)	City of Ormond Beach	5.00	328 FEET ON DURRANCE LN	Y	Y
14-14-31-00-00-0030 4114-00-00-0030	GREEN BERNARD C & DARLENE M	2425 DURRANCE LN ORMOND BEACH 32174	14 14 31 N 663.08 FT MEAS ON E/4 OF W 515.03 FT MEAS ON N/4 OF E 4986.63 FT PER OR 2659 PG 1238 ETC 50 PC SUBSURFACE RIGHTS PER OR 5529 PG 4836	OR 2659 P 1238 (12/1984) OR 5529 P 4836 (3/2005)	City of Ormond Beach	6.16	515 FEET ON DURRANCE LN	Y	Y
14-14-31-00-00-008B 4114-00-00-008B	BURNSIDE TONYA L	2499 DURRANCE LN ORMOND BEACH 32174	14 14 31 UNREG PARCEL 50 FT W/4 CUTTING W/4 (11/10/2004) IRREG PARCEL BEING N 2682.74 FT ON W/4 OF W 336.48 FT ON W/4 ETC 50 PC SUBSURFACE RIGHTS PER OR 3929 PG 1288 & OR 3981 PG 2789 PER OR 6412 PG 2594-2595	NONE	City of Ormond Beach	26.50	336 FEET ON DURRANCE LN	N	N
10-14-31-0000-01010-0000	LAKE SWAMP LLC	DURRANCE LN ORMOND BEACH 32174	W/4 1/4 ACRES ALL OR 95 PG 248 OR 94 PG 159 OR P/4 & 3/4 OR 885 PG 735 LESS AND EXCEPT THAT CERTAIN PARCELS TO BE DESCRIBED IN CERTAIN PARCELS FOR A TOTAL OF 309.4 AC D017121510 OR 1766885	OR 233 P 253 (4/1984) OR 885 P 735 (12/2002) OR 1766 P 582 (4/2010)	Unincorporated Flagler	349.14	471.7 FEET ON DURRANCE LN (R-O-W IS WITHIN PARCEL)	N	N



LISTING OF PARCELS IN FLAGLER COUNTY USING DURRANCE LANE/STRIKLAND ROAD FOR ACCESS (BENEFITTED PARCELS)  
(AS OF 8/1/2011)

Full Parcel ID	Owner Name	Location	Legal Description	Recording Information	Jurisdiction	Acres	Front Feet	Dew?	HK?
05-14-31-0000-01010-0000	STRICKLAND MARCUS C	NO ASSIGNED 911 ADDRESS	10.70 AC PART OF WEST 1/2SE OF THE E 1/2JIF SEC 5 AKA LT 7 DESC IN 93771991 OR 1199 PG 802-CD	NONE	Unincorporated Flagler	180.00	N/A	N	N
05-14-31-0000-01010-0010	HODGE DONALD RAY	1346 SHEDD LN ORMOND BEACH 32174	18.97 AC BEING THE SLY 650+/- OF THE W 1/2 OF E 1/2 OR 1135 PG 61	OR 661 P 1161 (4/1999) OR 899 P 1380 (10/2002) OR 1645 P 1271 (2/2008)	Unincorporated Flagler	196.69	200 FEET ON SHEDD LANE	Y	N
05-14-31-0000-01010-0011	C & D YOUNGMAN INVESTMENTS LLC	1326 SHEDD LN ORMOND BEACH 32174	16.90 AC BEING PART OF THE NW BEING OF THE SW 854 21 OF THE WLY 71 27 OR 1140 PG 1743 OR 1414 PG 794 OR 1639/970 OR	OR 839 P 461 (7/2003) OR 845 P 203 (8/2003) OR 1527 P 1053 (12/2006)	Unincorporated Flagler	6.00	766 FEET ON SHEDD LANE	Y	N
05-14-31-0000-01010-0012	C & D YOUNGMAN INVESTMENTS LLC	1060 SHEDD LN ORMOND BEACH 32174	5.03 AC IN 1/2 OF SW 1/4 OF SE 1/4 OF SW 1/4 OR 1419 PG 197 CD OR 1419/1451 OR 1419 PG 1449-CD	OR 680 P 647 (1/2000) OR 715 P 1388 (10/2000) OR 1266 P 1517 (5/2005)	Unincorporated Flagler	10.39	560 FEET ON SHEDD LANE ALONG WEST BOUNDARY, 797 FEET ALONG SOUTH BOUNDARY	Y	N
05-14-31-0000-01010-0013	FLAGLER 45 ACRES	NO ASSIGNED 911 ADDRESS	10.13 AC BEING THE SLY 650+/- OF THE W 1/2 OF E 1/2 OR 1135 PG 61	OR 1545 P 712 (2/2007) OR 1668 P 1886 (6/2008) OR 1669 P 68 (6/2008)	Unincorporated Flagler	26.90	N/A	N	N
05-14-31-0000-01010-0014	COSTELLO KATHERINE J & EDWARD GEORGE KADET	NO ASSIGNED 911 ADDRESS	10.70 AC PART OF WEST 1/2SE OF THE E 1/2JIF SEC 5 AKA LT 7 DESC IN 93771991 OR 1199 PG 802-CD	OR 937 P 1951 (5/2003)	Unincorporated Flagler	10.70	N/A	N	N
05-14-31-0000-01010-0015	SMITH DANIEL C JR & JO ANN C BEACH	NO ASSIGNED 911 ADDRESS	12.03 AC THAT PART OF THE WEST 1/2SE OF THE E 1/2 SEC 5 AKA LT 7 DESC IN 936/1320 OR 1056 PP 1.120/1.122 ESHMITS OR 1199 PG 861-CD OR 1414 PG 791-CD	OR 956 P 1320 (7/2003)	Unincorporated Flagler	12.03	N/A	N	N
05-14-31-0000-01010-0016	LEMUS MEFT A	NO ASSIGNED 911 ADDRESS	10.13 AC BEING THE SLY 650+/- OF THE W 1/2 OF E 1/2 OR 1135 PG 61	OR 1044 P 1575 (2/2004) OR 1712 P 59 (4/2009) OR 1712 P 62 (4/2009)	Unincorporated Flagler	10.13	N/A	N	N
05-14-31-0000-01010-0018	BOICE CURTIS J & PATRICIA L H&W	NO ASSIGNED 911 ADDRESS	18.97 AC BEING THE SLY 650+/- OF THE W 1/2 OF E 1/2 OR 1135 PG 61	OR 1135 P 61 (8/2004)	Unincorporated Flagler	18.97	N/A	N	N
05-14-31-0000-01010-0019	FLAGLER 45 ACRES LLC	NO ASSIGNED 911 ADDRESS	16.90 AC BEING PART OF THE NW BEING OF THE SW 854 21 OF THE WLY 71 27 OR 1140 PG 1743 OR 1414 PG 794 OR 1639/970 OR	OR 1639 P 970 (12/2007) OR 1639 P 975 (12/2007) OR 1669 P 66 (6/2008)	Unincorporated Flagler	16.90	N/A	N	N
05-14-31-0000-01010-0020	CASANOVA LESUE	NO ASSIGNED 911 ADDRESS	5.00 AC IN 1/2 OF SW 1/4 OF SE 1/4 OF SW 1/4 OR 1419 PG 197 CD OR 1419/1451 OR 1419 PG 1449-CD	OR 696 P 415 (6/2000) OR 1411 P 700 (3/2006) OR 1419 P 1451 (4/2006)	Unincorporated Flagler	5.00	330 FEET ON CARTER TR	N	N
05-14-31-0000-01010-0021	NELSON MARY LOU SE	NO ASSIGNED 911 ADDRESS	10.00 AC SE 1/4 OF SE 1/4 OF SW 1/4 OR 1077 PG 1159	OR 1077 P 1159 (5/2004)	Unincorporated Flagler	10.00	560 FEET ON WASICK LN	N	N
05-14-31-0000-01010-0022	ASHBY CECIL E III	NO ASSIGNED 911 ADDRESS	5.03 AC IN 1/2 OF NW 1/2 OF SE 1/4 OF SW 1/4 OR 1160/1589	OR 1180 P 1559 (12/2004)	Unincorporated Flagler	5.03	330 FEET ON CARTER TR	N	N
05-14-31-0000-01010-0023	ASHBY CECIL E III	NO ASSIGNED 911 ADDRESS	5.03 AC S 1/2 OF NE 1/4 OF SE 1/4 OF SW 1/4 OR 1160/1581	OR 1180 P 1561 (12/2004)	Unincorporated Flagler	5.03	N/A	N	N
05-14-31-0000-01010-0024	ASHBY CECIL E III	NO ASSIGNED 911 ADDRESS	5.03 AC IN 1/2 OF NE 1/4 OF SE 1/4 OF SW 1/4 OR 1160/1555	OR 1180 P 1555 (12/2004)	Unincorporated Flagler	5.03	N/A	N	N



LISTING OF PARCELS IN FLAGLER COUNTY USING DURRANCE LANE/STRICKLAND ROAD FOR ACCESS (BENEFITTED PARCELS)  
(AS OF 8/1/2011)

Full Parcel ID	Owner Name	Location	Legal Description	Recording Information	Jurisdiction	Acresage	Front Feet	Dew?	HX?
05-14-31-0000-01020-0000	SCHUBERT ROBERT	NO ASSIGNED 911 ADDRESS	5.00 ACRES BEING THE S 1/2 OF SW 1/4 OF SE 1/4 SW 1/4 OR 1347/1348	OR 1342 P 1326 (10/2005)	Unincorporated Flagler	5.00	330 FEET ON CARTER TR ALONG WEST BOUNDARY, 680 FEET ON WASSICK LN ALONG SOUTH BOUNDARY	N	N
08-14-31-0000-01010-0000	STRICKLAND MARCUS C	NO ASSIGNED 911 ADDRESS	79.20 AC W 1/2 OF SW 1/4	NONE	Unincorporated Flagler	79.20	N/A	N	N
08-14-31-0000-01010-0010	FLAGLER COUNTY	NO ASSIGNED 911 ADDRESS	10.00 ACRES SE 1/4 OF NE 1/4 OF NE 1/4 OR 273 PG 327 OR 335 PG 482 OR 451 PG 661 OR 460 PG 717 OR 355 PG 1363 OR 571 PG 34-CD OR 1355 PG 399 OR 1335/402 OR 1733/1932	OR 1355 P 399 (10/2005) OR 1355 P 402 (11/2005) OR 1753 P 1932 (12/2009)	Unincorporated Flagler	10.00	650 FEET ON SHEDD LN	N	N
08-14-31-0000-01010-0011	STRICKLAND MARCUS C	NO ASSIGNED 911 ADDRESS	0.45 AC N 30' OF SW 1/4 OF NW 1/4 OF NE 1/4	NONE	Unincorporated Flagler	0.45	N/A	N	N
08-14-31-0000-01010-0012	STRICKLAND MARCUS C	NO ASSIGNED 911 ADDRESS	1.51 AC N 50' OF NW 1/4 OF SW 1/4 OF NE 1/4 & S 50' OF SW 1/4 OF NW 1/4 OF NE 1/4	NONE	Unincorporated Flagler	1.51	N/A	N	N
08-14-31-0000-01010-0013	STRICKLAND MARCUS C	NO ASSIGNED 911 ADDRESS	0.45 AC S 30' OF NW 1/4 OF SW 1/4 OF NE 1/4	NONE	Unincorporated Flagler	0.45	N/A	N	N
08-14-31-0000-01010-0020	TSIONGAS CHRISTOPHER & MARGARET & MARY & CESTAS & STEVE TSIONGAS JTWROS	444 BOICE LN	10.00 AC NW OF NW OF SE OR 709 PG 39 OR 715 PG 481 OR 1584/1056 OR 1650/1359 OR 1711/731	OR 1584 P 1056 (6/2007) OR 1620 P 1239 (9/2007) OR 1711 P 731 (4/2009)	Unincorporated Flagler	10.00	690 FEET ON BOICE LN	Y	N
08-14-31-0000-01010-0031	WELLS FARGO BANK C/O AMERICAN HOME MORTGAGE SERVICING INC	3488 STRICKLAND RD	5.00 AC E 1/2 OF SW 1/4 OF SW 1/4 OF SE 1/4 OR 348 PG 506 OR 671 PG 377 OR 1039 PG 440 OR 1056 PG 1976 1601/796	OR 1039 P 440 (2/2004) OR 1056 P 1976 (2/2004) OR 1801 P 1794 (1/2011)	Unincorporated Flagler	5.00	330 FEET ON STRICKLAND RD	Y	Y
08-14-31-0000-01010-0041	BARRETTE GUY A & JUDITH H H&W	610 BOICE LN	10.00 AC SW 1/4 OF SW 1/4 OF NE 1/4 OR 945 PG 244 OR 583 PG 1082 OR 591 PG 284 OR 710 PG 773 OR 710 PG 775 OR 710 PG 778 OR 723 PG 153/BLA OR 966 PG 982	OR 710 P 778 (9/2000) OR 966 P 982 (5/2003)	Unincorporated Flagler	10.00	645 FEET ON BOICE LN	Y	Y
08-14-31-0000-01010-0050	CICERO JOHN M	505 SHEDD LN	20.00 AC S 1/2 OF SE 1/4 OF NE 1/4 PG 144 OR 438 PG 138 OR 638 PG 164 OR 852 PG 976/BLA OR 1572 PG 672	OR 720 P 1229 (12/2000) OR 838 P 144 (7/2002) OR 1572 P 672 (4/2007)	Unincorporated Flagler	20.00	670 FEET ON DYLAN TR TO WEST, 670 FEET ON SHEDD LANE TO EAST	Y	Y
08-14-31-0000-01010-0070	BENNETT FAYE	NO ASSIGNED 911 ADDRESS	9.12 AC NW OF SW OF NE LESS AND EXCEPT N 50' AND S 30' OR 712 PG 849	OR 712 P 849 (10/2000)	Unincorporated Flagler	9.12	570 FEET ON BOICE LN	N	N
08-14-31-0000-01010-0080	BENNETT STEVEN RANDALL	NO ASSIGNED 911 ADDRESS	9.27 AC SW OF NW OF NE LESS AND EXCEPT N 30' & S 50' OR 712 PG 853	OR 712 P 853 (10/2000)	Unincorporated Flagler	9.27	370 FEET ON BOICE LN	N	N
08-14-31-0000-01010-0100	WHEATON ERNEST E & CAROL S WHEATON H/W	NO ASSIGNED 911 ADDRESS	10.00 AC SW 1/4 OF NE 1/4 OF NE 1/4 OR 960 PG 1235	OR 980 P 1233 (4/2002)	Unincorporated Flagler	10.00	NONE, BUT AT NORTHERN END OF DYLAN TR	N	N
08-14-31-0000-01010-0110	WHEATON ERNEST E & CAROL S WHEATON H/W	NO ASSIGNED 911 ADDRESS	10.00 AC SE 1/4 OF NW 1/4 OF NE 1/4 OR 960 PG 1236	OR 980 P 1236 (4/2002)	Unincorporated Flagler	10.00	NONE, BUT AT NORTHERN END OF DYLAN TR	N	N
08-14-31-0000-01010-0120	WHEATON ERNEST E & CAROL S WHEATON H/W	NO ASSIGNED 911 ADDRESS	10.00 AC NW 1/4 OF SE 1/4 OF NE 1/4 OR 980 PG 1239	OR 980 P 1239 (4/2002)	Unincorporated Flagler	10.00	730 FEET ON DYLAN TR	N	N

LISTING OF PARCELS IN FLAGLER COUNTY USING DURRANCE LANE/STRICKLAND ROAD FOR ACCESS (BENEFITTED PARCELS)  
(AS OF 8/1/2011)

Full Parcel ID	Owner Name	Location	Legal Description	Resubdiving Information	Jurisdiction	Acres	Front Feet	Dew?	HX?
08-14-31-0000-01010-0130	WHEATON ERNEST E & CAROL S WHEATON H/W	NO ASSIGNED 911 ADDRESS	10.00 AC NE 1/4 OF SE 1/4 OF NE 1/4 OR 980 PG 1245	OR 980 P 1245 (4/2002)	Unincorporated Flagler	10.00	660 FEET ON SHEDD LN	N	N
08-14-31-0000-01010-0140	CALCO SEBASTIANO & LORETTA CALCO H/W	805 DYLAN TRAIL	5.00 ACRES N1/2 OF NE1/4 OF SW 1/4 OF NE1/4 OR 1349/1397 OR 1395 PG 1074 OR 1393 PG 1625	OR 1349 P 1907 (10/2005) OR 1395 P 980 (5/2006)	Unincorporated Flagler	5.00	330 FEET ON DYLAN TR	Y	Y
08-14-31-0000-01011-0000	INVESTORS FINANCIAL LIMITED PARTNERSHIP	935 SHEDD LN	10.00 AC E1/2 OF N1/2 OF NE1/4 OF NE1/4 OR 891/152 OR 891/157 OR 950/1193 OR 651/1161 OR 899/820 OR 1472 PG 1884 OR 1692/1495	OR 899 P 820 (2/2003) OR 1472 P 1884 (8/2006) OR 1692 P 1495 (11/2008)	Unincorporated Flagler	10.00	640 FEET ON SHEDD LN TO NORTH, 640 FEET ON SHEDD LN TO EAST	Y	N
08-14-31-0000-01011-0010	TALLMAN HARRY & PATTY H&W	1244 BOICE LN	10.00 AC NW 1/4 OF NW 1/4 OF NE 1/4 OR 928 PG 137 OR 1004 PG 1178-CD OR 1433 PG 958	OR 928 P 137 (5/2005) OR 1433 P 958 (5/2006)	Unincorporated Flagler	10.00	ACCESS OFF OF BOICE LN VIA DRIVEWAY; NO FRONTAGE ON BOICE LN	Y	N
08-14-31-0000-01011-0020	BLOCKER WILLIAM E JR	NO ASSIGNED 911 ADDRESS	10.00 AC W1/2 OF N1/2 OF NE 1/4 OF NE 1/4 OR 1209/1067 OR 1747/726	OR 1209 P 1067 (7/2005) OR 1747 P 726 (3/2005)	Unincorporated Flagler	10.00	350 FEET ON SHEDD LN	N	N
08-14-31-0000-01012-0000	GREEN BETTY N	NO ASSIGNED 911 ADDRESS	10.00 AC NE 1/4 OF NW 1/4 OF NE 1/4 1561 PG 1269	OR 1044 P 1520 (2/2004) OR 1561 P 1269 (4/2007)	Unincorporated Flagler	10.00	N/A	N	N
08-14-31-0000-01020-0000	STRICKLAND MOGENE FAYE	NO ASSIGNED 911 ADDRESS	80.00 ACRES W 1/2 OF NW 1/4 OF NW 1/4 & NW 1/4 OF SW 1/4 OF NW 1/4 & NW 1/4 OF SW 1/4 OF SW 1/4 OR 1256/1245 OR 1255/1245 OR 1314/1189 OR 1312/1189 OR 1256/1245 OR 1255/1245	OR 232 P 141 (6/1983) OR 1324 P 1105 (9/2005) OR 1710 P 1592 (3/2009)	Unincorporated Flagler	80.00	N/A	N	N
08-14-31-0000-01020-0010	DROPPA GARY S & KATHY A H/W LIFE ESTATE	NO ASSIGNED 911 ADDRESS	10.00 ACRES N 1/2 OF E 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 OF NW 1/4 OF SW 1/4 OF SW 1/4 OR 1127 PG 1737 OR 1680/1470-ROHN THOMAS M HAWK & DOUGLAS W HAWK SR OR 1450/1478	OR 1127 P 1735 (8/2004) OR 1127 P 1737 (8/2004) OR 1680 P 1470 (9/2008)	Unincorporated Flagler	10.00	NONE, BUT ACCESSIBLE VIA DRIVEWAY FROM NE CORNER INTERSECTION OF CARTER TR AND WASICK LN	N	N
08-14-31-0000-01020-0011	DROPPA GARY S & KATHY A H/W LIFE ESTATE	NO ASSIGNED 911 ADDRESS	10.00 AC S 1/2 OF NW 1/4 OF NW 1/4 OF SW 1/4 OF NW 1/4 OF SW 1/4 OF SW 1/4 OR 1127 PG 1745 OR 1680/1473-ROHN THOMAS M HAWK & DOUGLAS W HAWK SR OR 1450/1478	OR 1127 P 1741 (8/2004) OR 1127 P 1745 (8/2004) OR 1680 P 1473 (9/2008)	Unincorporated Flagler	10.00	NONE, MAY BE ACCESSIBLE FROM SE CORNER TERMINUS OF LOLA LN	N	N
08-14-31-0000-01020-0012	BELL DAVID M & AMANDA L H&W	NO ASSIGNED 911 ADDRESS	5.00 AC S 1/2 OF NE 1/4 OF SE 1/4 OF NW 1/4 OR 1181/1330	OR 1181 P 1330 (12/2004)	Unincorporated Flagler	5.00	530 FEET ON BOICE LN	N	N
08-14-31-0000-01020-0013	GOLINSKI JOSEPH F III & AMY C H&W	835 BOICE LN	5.00 AC N 1/2 OF NE 1/4 OF SE 1/4 OF NW 1/4 OR 1182/1930	OR 1182 P 1930 (12/2004)	Unincorporated Flagler	5.00	680 FEET ON LOLA LN AT NORTH BOUNDARY, 315 FEET ON BOICE LN AT EAST BOUNDARY	Y	Y
08-14-31-0000-01020-0014	ZONA DANIEL T SR	NO ASSIGNED 911 ADDRESS	5.00 AC E 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 1256/1885	OR 1256 P 1885 (5/2005)	Unincorporated Flagler	5.00	700 FEET ON BOICE LN	N	N
08-14-31-0000-01020-0015	ZONA DANIEL T JR	NO ASSIGNED 911 ADDRESS	5.00 AC W 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 1256/1890	OR 1256 P 1890 (5/2005)	Unincorporated Flagler	5.00	345 FEET ON LOLA LN	N	N
08-14-31-0000-01020-0016	WYONA LOLA & STEVEN J LIENHOP JTWROS	NO ASSIGNED 911 ADDRESS	5 ACRES E 1/2 OF SW 1/4 OF NE 1/4 & W 1/2 OF SW 1/4 OF NE 1/4 OR 1438 PG 230 OR 1615 PG 1666	OR 1255 P 863 (5/2005) OR 1438 P 230 (5/2006) OR 1615 P 1666 (9/2007)	Unincorporated Flagler	5.00	345 FEET ON LOLA LN	N	N
08-14-31-0000-01020-0017	WISE DANA S	NO ASSIGNED 911 ADDRESS	5 ACRES N 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4 OR 1255/899	OR 1255 P 899 (5/2005)	Unincorporated Flagler	5.00	325 FEET ON BOICE LN	N	N



LISTING OF PARCELS IN FLAGLER COUNTY USING DURRANCE LANE/STRICKLAND ROAD FOR ACCESS (BENEFITTED PARCELS)  
 (AS OF 8/1/2011)

Full Parcel ID	Owner Name	Location	Legal Description	Recording Information	Jurisdiction	Acres	Front Feet	Dev?	HKT
08-14-31-0000-01060-0010	WALTERS DANA UTTER	3470 STRICKLAND RD	5.00 AC W 1/2 OF SE 1/4 OF SW 1/4 OF SE 1/4, OR SE 1/4 PG 797, OR SE 1/4 PG 798, OR SE 1/4 PG 1278 OR 1318 PG 181, OR 1331 PG 185.	OR 1059 P 1273 (3/2004) OR 1358 P 631 (8/2005) OR 1531 P 1851 (1/2007)	Unincorporated Flagler	5.00	330 FEET ON STRICKLAND RD	Y	Y
08-14-31-0000-01070-0000	HANLEY DAVID A	NO ASSIGNED 911 ADDRESS	5.00 ACRES N1/2 OF NW1/4 OF SW1/4 OF SE1/4 OR 462 PG 764 OR 714 PG 1824 OR 1011 PG 899 OR 1676/321	OR 714 P 1824 (10/2000) OR 1011 P 899 (11/2003) OR 1676 P 321 (8/2008)	Unincorporated Flagler	5.00	320 FEET ON BOICE LN	N	N



**CITY MANAGER  
MEMORANDUM**

**To:** The Honorable Mayor Ed Kelley and City Commissioners

**Through:** Joyce A. Shanahan, City Manager

**From:** Richard P. Goss, AICP, Planning Director

**Date:** August 3, 2011

**Subject:** Durrance Lane

**Introduction:** This is a request by the Flagler County Administrator to determine if Ormond Beach has any plans to make improvements to Durrance Lane. Durrance Lane is an unimproved dirt road on fee simple land owed by Tomoka Holdings, LLC. It provides primary access to eight properties in Ormond Beach (seven single family dwellings and one commercial stable) and secondary access for one property. The road is approximately 1.27 miles or 6,700 linear feet.

**Background:** The Durrance Lane area was annexed into the City in October, 1985. The land was platted with unimproved roads. While it can not be substantiated, the area appears to take on the characteristics of an exempt subdivision that occurred frequently in unincorporated Volusia County. Up until 2008, Volusia County approved exempt subdivisions. Divisions of land into lot sizes of 2 ½ up to 10 acres were exempt from the subdivision regulations of the County's Code but for minimum buildable area. Otherwise, these divisions were exempt from the subdivision review and platting process. They were allowed to be developed on dirt roads with no minimum construction standards, or easement widths. None of the other requirements, such as stormwater management, (unless the developer elects to pave the road), fire protection, streetlights, street design, were applicable. The limitation of no more than four (4) of these lots being created by any one owner was often circumvented by creating larger 10-acre and greater lots.

Divisions into lot sizes of 10 acres and larger are outright exempt from any subdivision review. Total exemption from the subdivision process means that the divisions do not have to meet any requirement to have paved, public access. As mentioned in the preceding paragraph, several 10-acre or 20-acre parcels can be created and, after ownership has been transferred, such that no one entity owns any adjoining 10-acre or 20-acre parcel, these newly created parcels may then be submitted for additional subdividing under the 2 ½-acre exemption, provided they meet the minimum lot size requirement of the applicable zoning classification.

**1991 Hunter's Ridge Development Order:**

The previous Flagler County Development of Regional Impact (DRI) Development Order for Hunter's Ridge indicated under Section 11.15 that the developer was obligated to "clear, grade and construct the stabilized sub-grade (including the construction of drainage components) for a two lane roadway within said right-of-way

from the elementary school site to Tymber Creek Road,)” all of which would be required prior to the issuance of the 376<sup>th</sup> residential building permit in Flagler County. Once the base was constructed, the developer was also obligated to maintain the improved roadway until the 754<sup>th</sup> residential permit. Prior to the issuance of the 754<sup>th</sup> residential building permit, the roadway had to be paved to Flagler County standards, with design, construction, and permitting at the developer's expense. Upon completion of the project, Flagler County and Volusia County would accept, within their respective jurisdictions, maintenance. Currently, only lots have been platted, with one building permit issued by Flagler County for a model home in the Ashford Lakes subdivision.

2010 Hunter's Ridge Development Order:

In December 2010, Flagler County approved a substantial deviation to the original development order and amended the Strickland Road/Durrance Lane requirement. Prior to any development in Phase 3 (North of Airport Road), the Developer is required to post a financial surety acceptable to the Flagler County guaranteeing the contribution of Two Hundred Thousand Dollars (\$200,000) for road and stormwater improvements to Strickland Road/Durrance Lane as a potential secondary emergency access to the home clusters located within Phase 3. The financial surety is callable for use at anytime to construct roadway improvements to Strickland Road/Durrance Lane, as determined solely by Flagler County within the area of Strickland Road/Durrance Lane from Tymber Creek Road to the development area border. The financial surety is to be held for a maximum period of up to ten (10) years and if not used during that timeframe the principal amount would be released to the Developer. Flagler County is tasked to seek legal authority to complete the improvements from the property owners along the road. If such permission was not granted to allow the improvements and secondary emergency access within ten (10) years, the County will limit any secondary access improvements of the Developer to internal loop roads and release Hunter's Ridge Properties of future obligations related to the improvement of Strickland and Durrance Lane. Such access would be restricted as follows:

- a. Said access shall be gated, stabilized, emergency access only maintained by the Master Property Owners Association or COD.
- b. Emergency access points would be limited to no more than 4 connections.
- c. Funds required would be adjusted for deflation/inflation at the time of payment, utilizing 2010 base year of any deflation/inflation calculation.

**Analysis:** At the Flagler County Board of County Commissioners workshop on April 11, 2011, the issue of the County taking over Strickland/Durrance Lane was discussed. At the workshop, it was explained that Tomoka Holdings LLC/Lake Swamp LLC were the holders of an easement for the Durrance Lane and Strickland right-of-way and had expressed interest in assigning its easement rights to the County. This was not accurate and was clarified by Tomoka Holdings in a letter to the County dated June 15, 2011. As explained in the correspondence to Flagler County officials, Lake Swamp, LLC/Tomoka Holdings LLC did not hold an easement for the Strickland/Durrance Lane right-of-way respectively - they owned the fee simple title to the road. As the owner of the Strickland/Durrance Lane road, Tomoka Holdings, LLC/Lake Swamp, LLC indicated a decision had to be made about whether or not to keep the road open due to concerns about potential liability. Marcus Strickland Jr. held

an easement across the Tomoka Holdings, LLC/Lake Swamp, LLC property, which was granted by a prior owner in 1977. Mr. Strickland subsequently sold off parcels from his own land holdings and granted easements across the Tomoka Holdings, LLC/Lake Swamp, LLC property. The legal opinion in the letter to Flagler County indicated it did not appear that Mr. Strickland had the requisite ownership interest in the property to grant the easements. The easements resulted in increased traffic on Durrance Lane and, therefore, an increased risk of liability for Tomoka Holdings, LLC/Lake Swamp, LLC, as fee simple owners of the road. Tomoka Holdings, LLC/Lake Swamp, LLC indicated they considered offering title to Durrance Lane to Mr. Strickland, but preferred to transfer title to Flagler County. This would render the roadway public and will resolve any title problems associated with the easements granted by Mr. Strickland, which Tomoka Holdings believe are not valid. A proposed quitclaim deed to Flagler County, with a reservation of easement to Tomoka Holdings, LLC/Lake Swamp, LLC, was sent to Flagler County. It is indicated in the letter that if the County or Mr. Strickland does not accept title to Durrance Lane it may have to be closed.

Consequently, Flagler County is now asking what plans, if any, does Ormond Beach have to improve that portion of the Strickland/Durrance Lane in Ormond Beach. To improve Durrance Lane to public standards, it is estimated that it would cost from \$770,000 to \$1,670,000 depending on the type of improvement. The least cost approach is to pave the road with asphalt using minimal grade and fill and minimal storm drain service. Residents will be required to accept flooding in low areas of the road after paving similar to the frequency as it currently exists; however, overall drainage will be improved via a roadside swale. A system of roadside swales will be constructed to manage the storm water runoff of the paved surface to satisfy the St. Johns River Water Management District requirements. The \$1,670,000 figure is based on bringing up that portion of Durrance Lane to a minor collector road standard since it provides intra county access.

**Budget Impact:** This project was not included in the Five Year Capital Improvement Plan. In order to provide funding for this project, Transportation property taxes and stormwater fees would need to be increased as current and future revenues have already been pledged for other projects.

**Recommendation:** Given the cost and the number of beneficial users, staff does not recommend Durrance Lane become a public road since this road was always intended to remain private.

Reviewed by:	<u>  /s/  </u>	<u>  07/28/2011  </u>
	Theodore S. MacLeod, P.E. Assistant City Manager	Date
	<u>  /s/  </u>	<u>  07/28/2011  </u>
	Kelly McGuire, Finance Director	Date
Approved by:	<u>  /s/  </u>	<u>  07/28/2011  </u>
	Joyce A. Shanahan, City Manager	Date

## Durrance Lane Road Paving Concept Probable Cost

Prepared By: A.B., Engineering Division of Public Works

**GENERAL INFORMATION:** Durrance Lane is located towards the western extent of the City, runs east-west between N. Tymber Creek Road and the Flagler/Volusia County Line and is approximately 6,700 feet (127 miles) in length. The road is currently unpaved and without known right-of-way and is currently privately maintained. Durrance Lane serves as residential access to the low density development area of Durrance Acres

**CONCEPT 1:** Least cost approach-Pave road with asphalt using minimal grade and fill and minimal stormdrain service. Residents will accept flooding in low areas of the road after paving similar to the frequency as it currently exists; however, overall drainage will be improved via roadside swale. A system of roadside swales will be constructed to manage the stormwater runoff of the paved surface to satisfy the St. Johns River Water Management District requirements.

### Probable Cost Breakdown:

#### Asphalt-

Pavement Thickness (Inches)	Length (ft)	Width	AREA S.F.	TONS Asphalt
2	6700	22	147,400	1,781

#### Grading, Filling and Compaction for Road

Average Thickness (Inches)	Length (ft)	Width	AREA S.F.	Volume C.Y.
12	6700	28	187,600	6,948

Item Description	QTY	Unit	Unit Cost	Item Cost
Asphalt	1,800	Tons	\$ 95.00	\$ 171,000.00
Leveling Coarse	360	Tons	\$ 95.00	\$ 34,200.00
Thermal-Plastic Striping	6,700	LF	\$ 1.00	\$ 6,700.00
Road Grading&Filling	7,000	CY	\$ 8.00	\$ 56,000.00
Temp Sit Fence	11,000	LF	\$ 1.50	\$ 16,500.00
Stormdrain Pipe	500	LF	\$ 80.00	\$ 40,000.00
RCP End Sections	30	EA	\$ 300.00	\$ 9,000.00
Catch Basins	20	EA	\$ 600.00	\$ 12,000.00
Swale grading	5,230	LF	\$ 20.00	\$ 104,600.00
Clearing & Grubbing	5	AC	\$ 5,000.00	\$ 25,000.00
Hydro-Seeding	35,000	SY	\$ 1.00	\$ 35,000.00
Survey Layout	1	LS	\$ 5,000.00	\$ 5,000.00
As-Builts	1	LS	\$ 1,500.00	\$ 1,500.00
Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00

Sub-Total= \$ 541,500.00

#### Swale- (Assume 25yr-24hr Volume requirement)

Impervious Area (S.F.)	Rainfall (in)	Volume of Runoff (C.F.)	Total Length of Swale Needed (ft)
147,400	8.5	104,500.00	5,230.00

#### Typical Road Swale

Depth (ft)	Bottom Width (ft)	Side Slopes S:1	Top Width (ft)
2	4	3	16

Swale Cross Sectional Area (S.F.)= 20

Minimum Right-of-Way Needed with pavement section + 5 ft shoulders + swales + 2 ft transition grade:

Min. ROW Width= 68 feet

May need 80 ft ROW to accommodate future Utilities

Construction Budget= \$ 600,000.00  
ENGINEERING & PERMITTING= \$ 60,000.00  
Geotechnical= \$ 5,000.00  
Sub-Total= \$ 665,000.00  
Contingency 15%

PROBABLE COST TOTAL= \$ 764,750.00

**PROJECT Budget Value= \$ 770,000.00**

## Durrance Lane Road Paving Concept Probable Cost

Prepared By: A.B. Engineering Division of Public Works

**GENERAL INFORMATION:** Durrance Lane is located towards the western extent of the City, runs east-west between N. Tymber Creek Road and the Flagler/Volusia County Line and is approximately 6,700 feet (1.27 miles) in length. The road is currently unpaved and without known right-of-way and is currently privately maintained. Durrance Lane serves as residential access to the low density development area of Durrance Acres.

**CONCEPT 2:** Construction to Minor Collector Rd Standard

**Probable Cost Breakdown:**

**Asphalt:**

Pavement Thickness (inches)	Length (ft)	Width	AREA S.F.	TONS Asphalt
2	6700	22	147,400	1,781

**Grading, Filling and Compaction for Road**

Average Thickness (inches)	Length (ft)	Width	AREA S.F.	Volume C.Y.
24	6700	28	187,600	13,896

Item Description	QTY	Unit	Unit Cost	Item Cost
Asphalt	1,800	Tons	\$ 95.00	\$ 171,000.00
Leveling Coarse	360	Tons	\$ 95.00	\$ 34,200.00
Thermal-Plastic Striping	6,700	LF	\$ 1.00	\$ 6,700.00
Road Grading&Filling	14,000	CY	\$ 8.00	\$ 112,000.00
Temp Silt Fence	11,000	LF	\$ 1.50	\$ 16,500.00
Stormdrain Pipe	2,000	LF	\$ 80.00	\$ 160,000.00
RCP End Sections	60	EA	\$ 300.00	\$ 18,000.00
Catch Basins	50	EA	\$ 600.00	\$ 30,000.00
Swale grading	5,230	LF	\$ 20.00	\$ 104,600.00
Clearing & Grubbing	5	AC	\$ 5,000.00	\$ 25,000.00
Hydro-Seeding	35,000	SY	\$ 1.00	\$ 35,000.00
Survey Layout	1	LS	\$15,000.00	\$ 15,000.00
Curb & Gutter	3,600	LF	\$ 20.00	\$ 72,000.00
Compacted Road Base	19,500	SY	\$ 5.00	\$ 97,500.00
Sidewalk	2,800	SY	\$ 15.00	\$ 42,000.00
Lighting Poles	40	EA	\$ 5,000.00	\$ 200,000.00
Landscaping	1	LS	\$20,000.00	\$ 20,000.00
Signage	1	LS	\$ 3,000.00	\$ 3,000.00
Box Culvert	1	LS	\$35,000.00	\$ 35,000.00
As-Builts	1	LS	\$ 5,000.00	\$ 5,000.00
Maintenance of Traffic	1	LS	\$ 7,000.00	\$ 7,000.00
Mobilization	1	LS	\$25,000.00	\$ 25,000.00

Sub-Total= \$ 1,234,500.00

**Swale- (Assume 25yr-24hr Volume requirement)**

Imperious Area (S.F.)	Rainfall (in)	Volume of Runoff (C.F.)	Total Length of Swale Needed (ft)
147,400	8.5	104,500.00	5,230.00

**Typical Road Swale**

Depth (ft)	Bottom Width (ft)	Side Slopes S:1	Top Width (ft)
2	4	3	16

Swale Cross Sectional Area (S.F.)= 20

Minimum Right-of-Way Needed with pavement section + 5 ft shoulders + swales + 2 ft transition grade+ 5 ft sidewalk:

Min. ROW Width=	73 feet
May need 80 ft ROW to accommodate future Utilities	

Construction Budget=	\$ 1,300,000.00
ENGINEERING & PERMITTING=	\$ 130,000.00
Geotechnical=	\$ 15,000.00
<b>Sub-Total=</b>	<b>\$ 1,445,000.00</b>
Contingency	15%

PROBABLE COST TOTAL= \$ 1,661,750.00

**PROJECT Budget Value= \$ 1,670,000.00**

# LIVINGSTON WOLVERTON & SWORD, P.A.

## ATTORNEYS AT LAW

20 Airport Road, Suite A

Palm Coast, FL 32164

Phone 386.437.5833

Fax 866.896.5573

JAY W. LIVINGSTON, ESQ.  
JAMES T. WOLVERTON, ESQ.  
RAVEN E. SWORD, ESQ.

ALLAN MILLEDGE, ESQ.  
"OF COUNSEL"

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June 15, 2011

Mr. Craig Coffey  
Flagler County Administrator  
1769 E. Moody Blvd., Building 2  
Bunnell, Florida 32110

RE: Durrance Lane

Dear Craig:

At the Board of County Commissioners workshop on April 11, the issue of the County taking over Durrance Lane was discussed. At the workshop, it was explained that Tomoka Holdings LLC/Lake Swamp LLC are the holders of an easement for the Durrance Lane right-of-way and expressed interest in assigning its easement rights to the County. This is not accurate and needs to be clarified so the Commission can properly consider the issue with all of the relevant facts in mind. As explained in previous correspondence and discussions with you, Tomoka Holdings LLC/Lake Swamp, LLC do not hold an easement for the Durrance Lane right-of-way - they own the fee simple title to the road. A package of materials is enclosed to help clarify and explain ownership of the roadway and the surrounding issues. Specifically, the following are enclosed for your consideration:

- Legal sketch of the relevant segment of Durrance Lane lying both in Flagler and Volusia counties.
- List of easements encumbering Durrance Lane not granted by the property owner and ownership of parcels supported by these easements.
- Corrective Special Warranty Deed from Flagler Development Company to Tomoka Holdings, LLC as recorded in Official Records Book 5495, Page 779, Public Records of Volusia County, Florida. This deed shows, in part, Tomoka Holdings, LLC's ownership of the portion of Durrance Lane in Volusia County.
- Two Quit Claim Deeds from Tomoka Holdings to Lake Swamp, LLC as recorded in Official Records Book 1712, Page 515 and Official Records Book 1766, Page 582, Public Records of Flagler County, Florida. These deeds show Lake Swamp, LLC's ownership of the portion of Durrance Lane in Flagler County. (The original deed

from Flagler Development Company to Tomoka Holdings was recorded in Official Records Book 885, Page 735, Public Records of Flagler County, Florida - a copy has not been provided)

- Conservation Easement from Lake Swamp, LLC to SJRWMD and FDEP as recorded in Official Records Book 1723, Page 1787, Public Records of Flagler County, Florida. This easement encumbers a portion of the property in Flagler County owned by Lake Swamp, LLC.
- Proposed Quitclaim Deed from Tomoka Holdings, LLC and Lake Swamp, LLC to Flagler County for the 100' Durrance Lane right-of-way reserving to Tomoka Holdings, LLC and Lake Swamp, LLC an easement for access, egress and passage of vehicles and pedestrians, and for drainage and utility purposes, over, under and across the right of way.

As the owner of Durrance Lane, Tomoka Holdings, LLC/Lake Swamp, LLC must make a decision about whether or not to keep the road open due to concerns about potential liability. Marcus Strickland Jr. holds an easement across the Tomoka Holdings, LLC/Lake Swamp, LLC property, which was granted by a prior owner in 1977. Mr. Strickland subsequently sold off parcels from his own land holdings and granted easements across the Tomoka Holdings, LLC/Lake Swamp, LLC property. It does not appear that Mr. Strickland had the requisite ownership interest in the property to grant these easements. The easements have resulted in increased traffic on Durrance Lane and, therefore, an increased risk of liability for Tomoka Holdings, LLC/Lake Swamp, LLC as the owners of the right-of-way. Tomoka Holdings, LLC/Lake Swamp, LLC considered offering title to Durrance Lane to Mr. Strickland but would prefer to transfer title to Flagler County. This will render the roadway public and will resolve any title problems associated with the easements granted by Mr. Strickland, which we do not believe are valid. A proposed Quitclaim deed to Flagler County, with a reservation of easement to Tomoka Holdings LLC/Lake Swamp, LLC, is enclosed for your consideration. If the County or Mr. Strickland will not accept title to Durrance Lane it may have to be closed.

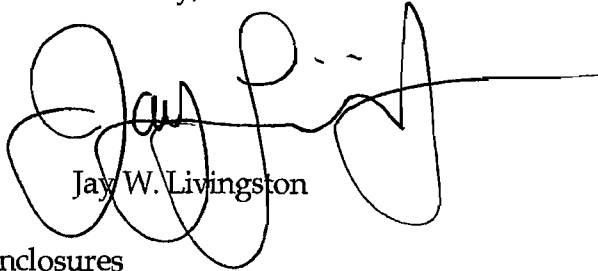
In addition to the easements granted by Mr. Strickland, a portion of Durrance Lane is encumbered by a Conservation Easement granted to SJRWMD and FDEP as required for Lake Swamp, LLC's wetland mitigation bank permit. It is likely that the continued use of Durrance Lane for vehicular ingress and egress is not consistent with the Conservation Easement's use restrictions and the permit conditions. For this reason alone, Tomoka Holdings, LLC/Lake Swamp, LLC may have to close Durrance Lane if it maintains ownership of the right-of-way. On the other hand, if the right-of-way is accepted by the County and becomes public it is likely that the Conservation Easement can be released from the right-of-way.

A copy of this letter is being sent to the City of Ormond Beach because a portion of Durrance Lane is located in Volusia County within the jurisdictional boundaries of the City.

We would be happy to help any way we can if cooperation with the City is required for Flagler County to agree to take title to the entire right-of-way.

I hope the enclosed materials are helpful to the County in deciding how to proceed. We look forward to this matter being brought before the Board of County Commissioners in the near future. Please contact me if you have any questions, comments or require additional information.

Sincerely,

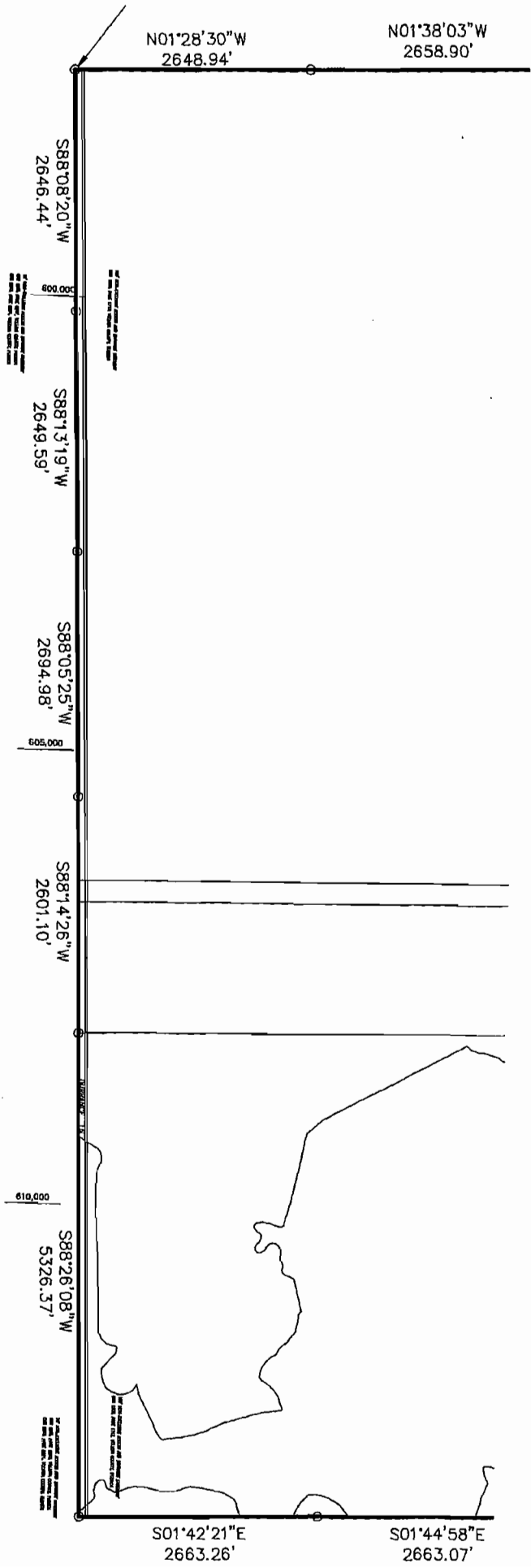


Jay W. Livingston

Enclosures

CC: Al Hadeed, County Attorney  
Commissioner Milissa Holland  
Sally Sherman, Deputy County Administrator  
Adam Mengel, Director of Planning & Zoning  
Mayor Ed Kelley, Ormond Beach  
Joyce Shanahan, Ormond Beach City Manager  
Bill Livingston





N01°28'30"W  
2648.94'

N01°38'03"W  
2658.90'

S88°08'20"W  
2646.44'

S88°13'19"W  
2649.59'

S88°05'25"W  
2694.98'

S88°14'26"W  
2601.10'

S88°26'08"W  
5326.37'

S01°42'21"E  
2663.26'

S01°44'58"E  
2663.07'

600,000  
 The horizontal distance from the corner of the plot to the center of the road is 600,000 feet.  
 The vertical distance from the corner of the plot to the center of the road is 600,000 feet.

605,000  
 The horizontal distance from the corner of the plot to the center of the road is 605,000 feet.  
 The vertical distance from the corner of the plot to the center of the road is 605,000 feet.

610,000  
 The horizontal distance from the corner of the plot to the center of the road is 610,000 feet.  
 The vertical distance from the corner of the plot to the center of the road is 610,000 feet.

The horizontal distance from the corner of the plot to the center of the road is 610,000 feet.  
 The vertical distance from the corner of the plot to the center of the road is 610,000 feet.

**ORMOND CROSSINGS PROJECT  
DURRANCE LANE EASEMENTS/OWNERSHIPS**

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
1977	1908/1712 Volusia	Parker & Minor	M.C. Strickland, Jr., and his successors and assigns	<i>A perpetual non-exclusive easement for access and drainage purposes - <u>Said easements and right of way shall be for the benefit of the lands now owned or occupied (as lessee) by Grantee in connection with the present use thereof.</u></i> 100 foot right of way over the southerly 100 ft of Sects. 9 and 10, Flagler AND 100 foot right of way over the southerly 100 ft of Sec. 11, Volusia
1977	1956/247 Volusia AND 99/159 Flagler	Marcus C. Strickland, Jr.	Thomas L. Durrance, and his successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purpose - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
1997	4226/4104 Volusia	Thomas L. Durrance	Leonard Durrance	<i>A perpetual non-exclusive easement for travel, road improvement, drainage and utility purposes. - Together with the right to enter upon said lands and maintain or improve the existing road, subject to all conditions and requirements in ORB 1956/247. Reserving to Grantor, his heirs and assigns a perpetual non-exclusive easement to pass and re-pass across the property.</i> 75 ft right of way over and upon the southerly 75' of Section 11, Township 14 South, Range 31 East, Volusia
1983	232/141	PROBABLY	Imogene Faye	Warranty Deed - Unsure how much

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2005	1432/1109	Marcus C. Strickland	Strickland	land was conveyed
2009	1710/1592	Imogene Strickland	MIBI Property, LLC	Warranty Deed granting W ½ of NW ¼ of NW ¼ of Sec 8 AND SW ¼ of NW ¼ of Sec 8 AND W ½ of SE 1/3 of NW ¼ of Sec 8- AND EASEMENTS to and from the property to North Tymber Creek Road
		MIBI Property	Imogene Strickland	QCD in Lieu of Foreclosure granting W ½ of NW ¼ of NW ¼ of Sec 8 AND SW ¼ of NW ¼ of Sec 8 AND W ½ of SE 1/3 of NW ¼ of Sec 8- <b>DID NOT RECONVEY EASEMENT</b>
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2004	1181/1330	Imogene Strickland	David M. Bell and Amanda L. Bell	Warranty Deed granting S ½ of NE ¼ of SE ¼ of NW ¼ of Sec 8 - AND 50' Easement from Durrance Lane along South 100 feet of Secs 8, 9, 10, 11 and that portion of 12 west of I-95, T14S, R31E.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2004	1182/1930	Imogene Strickland	Joseph F. Golinski III and Amy C. Golinski	Warranty Deed granting N ½ of NE ¼ of SE ¼ of NW ¼ of Sec 8 - AND 50' Easement from Durrance Lane along South 100 feet of Secs 8, 9, 10, 11 and that portion of 12 west of I-95, T14S, R31E.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1255/863	Imogene Strickland	Lola A. Wrona and Steven J. Leinhop	Warranty Deed granting E ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2006	1438/230	Wrona & Leinhop	Richard A. Beauchamp	Warranty Deed granting E ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
2007	1615/1666	Beauchamp	Wrona & Leinhop	QCD (in lieu of foreclosure) granting E ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road - <b>DID NOT RECONVEY EASEMENT.</b>
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1255/899	Imogene Strickland	Dana S. Wise	Warranty Deed granting N ½ of SE ¼ of SE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1256/1885	Imogene Strickland	Daniel T. Zona, Sr.	Warranty Deed granting E ½ of SE ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1256/1890	Imogene Strickland	Daniel T. Zona, Jr.	Warranty Deed granting W ½ of SE ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY Marcus C. Strickland	Imogene Faye Strickland	Warranty Deed - Unsure how much land was conveyed
2005	1266/1922	Imogene Strickland	Herbert A. Young, II and Robin J. Young	Warranty Deed granting W ½ of SW ¼ of NE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1983	232/141	PROBABLY	Imogene Faye	Unsure how much land was conveyed

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2005	1268/1452	Marcus C. Strickland Imogene Strickland	Strickland Behrooz Osivand	Warranty Deed granting S ½ of SE ¼ of SE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
2007	1577/1259	Behrooz Osivand	Lee A. Osivand	Warranty Deed granting S ½ of SE ¼ of SE ¼ of NW ¼ of Sec 8 - AND Easement to and from the property to North Timber Creek Road.
1984	231/156	Marcus C. Strickland, Jr.	Carol S. Wheaton & Ernest E. Wheaton	Warranty Deed - Unsure how much land was conveyed
1995	536/814 Flagler	Wheaton	Wheaton Trust	Quit Claim Deed transferring NW ¼ of SW ¼ of SE ¼ of Sec 8 AND E ½ of SW ¼ of NW ¼ of SE ¼ of Sec 8 AND W ½ of SE ¼ of NW ¼ of NE ¼ of Sec 8
1984	2573/521 Volusia AND <b>231/159</b> Flagler	Marcus C. Strickland, Jr.	Carol S. Wheaton and Ernest E. Wheaton, and his successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purpose - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i>
2003	AND AGAIN IN 5169/3305 Volusia			75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2003	980/1236 Flagler	Marcus C. Strickland, Jr.	Carol and Ernest Wheaton	Warranty Deed granting SE ¼ of NW ¼ of NE ¼ of Sec 8.
2003	984/1999 Flagler	Wheaton	Rodney L. Pairan & Jacquelyn R. Pairan	Warranty Deed granting W ½ of SW ¼ of N ¼ of SE ¼ of Sec 8 AND EASEMENTS right to part of Durrance Lane ( <b>ORB 231/159</b> )

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
2003	1004/116 Flagler	Wheaton	James C. Carter, Jr. & Beverly K. Carter	Warranty Deed granting E ½ of SW ¼ of NE ¼ of SE ¼ of Sec 8 AND EASEMENT over a part of Durrance Lane (ORB 231/159)
2004	1053/1080 Flagler	Wheaton	Lynn Van Rij	Corrective Warranty Deed granting S ½ of NE ¼ of NW ¼ of SE ¼ of Sec 8 AND EASEMENT over Durrance Lane (ORB 95/345)
2004	1055/1501 Flagler	Wheaton	William A. & Michelle D. Carter	Warranty Deed granting S ½ of SE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT over a part of Durrance Lane (ORB 95/345)
2006	1378/1615 Flagler	Wheaton	Deborah Christeleit & Franklin A. Christeleit	Corrective Warranty Deed granting N ½ of SE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2006	1378/1620 Flagler	Wheaton	Deriek R. Owens & Debora Owens	Corrective Warranty Deed granting N ½ of NE ¼ of NW ¼ of SE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2006	1383/1627 Flagler	Wheaton	Sebastiano Calbo & Loretta Calco	Corrective Warranty Deed granting N ½ of NE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2006	1438/1992 Flagler	Wheaton	Stephen D. McKiness & Judy McKiness	Corrective Warranty Deed granting S ½ of NE ¼ of NE ¼ of SE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
2008	1647/1748 Flagler	Rij & Presby	Robert W. Presby & Lynn K. Presby	Warranty Deed granting S ½ of NE ¼ of NW ¼ of SE ¼ of Sec 8 - AND EASEMENTS for road, drainage & utility purposes over and upon Durrance Lane (ORB 231/159)

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2008	1662/834	Carter	Tony W. Depta	General Warranty Deed granting S ½ of SE ¼ of SW ¼ of NE ¼ of Sec 8 AND EASEMENT for road, drainage and utility purposes over and upon Durrance Lane (ORB 231/159)
1989	399/385 Flagler	Marcus C. Strickland, Jr.	Brian Todd Boice, his successors and assigns	<b><i>The right of ingress and egress - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b> 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
1998	638/1218 Flagler	Imogene Faye Strickland	Marcy Strickland Bentley	Warranty Deed granting ½ interest in NE ¼ of NE ¼ of NW ¼ of Sec 8 AND ½ interest in the NW ¼ of NE ¼ of NW ¼ of Sec 8 - NO EASEMENT GRANTED
1999	660/502	Imogene Faye Strickland	Marcy Strickland Bentley	Warranty Deed granting all of the remaining interest in NE ¼ of NE ¼ of NW ¼ of Sec 8 AND in the NW ¼ of NE ¼ of NW ¼ of Sec 8 - NO EASEMENT GRANTED
2002	825/907 Flagler	Bentley	Howard G. Wasick & Camille Wasick	Warranty Deed granting NW ¼ of NE ¼ of NW ¼ of Sec 8 - AND a 50' EASEMENT from Airport Road (Durrance Lane) along south 100' of Sec 8, 9, 10 and 11.
2004	1127/4 Flagler	Bentley	Donald L. Medellin & Debbie C. Medellin	Warranty Deed granting W ½ of NE ¼ of NE ¼ of NW ¼ of Section 8 - AND 50' EASEMENT from Airport Road (Durrance Land) along south 100' of Sec 8, 9, 10 and 11.
2000 2003	709/37 Flagler AND AGAIN IN 928/139	Marcus C. Strickland, Jr.	Brian T. Boice, his successors and assigns	<b><i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole</i></b>

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
	Flagler			<i>responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	709/39 Flagler	Marcus C. Strickland, Jr.	Brian T. Boice	Warranty Deed granting NW ¼ of NW ¼ of SE ¼ of Sec 8.
2000	715/481 Flagler	Brian T. Boice	Lealon M. Dansby and Sheri C. Dansby	Warranty Deed W ½ of SW ¼ of NW ¼ of SE ¼ of Sec 8 AND NW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over 75 ft right of way over the southerly 75 ft of Sects. 9 & 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2007	1584/1055 Flagler	Lealon M. Dansby & Sheri C. Dansby	Lealon M. Dansby	Warranty Deed granting W ½ of SW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over Durrance Lane, as recorded in ORB 399/385 Flagler
2007	1620/1239 Flagler	Sheri C. Dansby	Anthony Mazzulo	Warranty Deed granting NW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over Durrance Lane, as recorded in ORB 399/385 Flagler
2009	1711/731 Flagler	Anthony Mazzulo	Christopher Tsiongas and Margaret Tsiongas, etc.	Warranty Deed granting NW ¼ of NW ¼ of SE ¼ of Sec 8 - AND easements over Durrance Lane, as recorded in ORB 399/385 Flagler
2000	710/778 Flagler	Stacey Freeman	Guy A. Barrette and Judith H. Barrette	Warranty Deed granting N ½ of SW ¼ of SW ¼ of NE ¼ of Sec 8 - AND 25' easements over Durrance Lane
2003	966/982	Guy A. Barrette and Judith H. Barrette	Guy A. Barrette and Judith H. Barrette (WHY?)	Warranty Deed granting SW ¼ of SW ¼ of NE ¼ of Sec 8 - AND 25' easements over Durrance Lane.



YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2000	720/1229 Flagler	Marcus C. Strickland	Brian T. Boice and Stacey A. Freeman	Warranty Deed granting N ½ of SE ¼ of SE ¼ of NE ¼ of Sec 8 AND S ½ of SE ¼ of SE ¼ of NE ¼ of Sec 8 - <u>AND easements</u> over 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2002	838/144 Flagler	Brian T. Boice and Stacey A. Freeman	Richard D. Bennett and Kristen A. Bennett	Warranty Deed granting SE ¼ of SE ¼ of Ne ¼ of Sec 8 - AND easements to and from Tymber Creek Road.
2007	1572/672 Flagler	Richard D. Bennett and Kristen A. Bennett	John M. Cicero	Warranty Deed granting S ½ of SE ¼ of NE ¼ of Sec 8 - AND EASEMENTS to and from Tymber Creek Road (ORB 838/144; ORB 838/164 and ORB 838/158)
2000	721/71 Flagler	Marcus C. Strickland	Brian T. Boice and Stacey A. Freeman	Warranty Deed granting S ½ of SW ¼ of SE ¼ of NE ¼ of Sec 8 AND N ½ of SW ¼ of SE ¼ of NE ¼ of Sec 8 - AND easements over 50 ft right of way over the southerly 50 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 50 ft of Sec. 11, Volusia
2000	696/413 Flagler	Marcus C. Strickland, Jr.	Amy Maudlin, her successors and assigns	<b><i>Perpetual non-exclusive easements for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	696/415 Flagler	Marcus C. Strickland, Jr.	Amy Maudlin	Warranty Deed granting N ½ of SE ¼ of SW ¼ of Sec 5 <u>AND</u> S ½ of SE ¼

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2004	1180/1555 Flagler	Amy Maudlin	Cecil Ashby	of SW ¼ of Sec 5. Quit Claim Deed granting N ½ of NE ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2004	1180/1557 Flagler	Amy Maudlin	Cecil Ashby	Quit Claim Deed granting S ½ of NW ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2004	1180/1559 Flagler	Amy Maudlin	Cecil Ashby	Quit Claim Deed granting N ½ of NW ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2004	1180/1561 Flagler	Amy Maudlin	Cecil Ashby	Quit Claim Deed granting S ½ of NE ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road
2005	1342/1326 Flagler	Amy Maudlin	Robert Schubert	Warranty Deed granting S ½ of SW ¼ of SE ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Timber Creek Road
2000	705/655 Flagler	Marcus C. Strickland, Jr.	William D. Mears and Karen C. Mears, their successors and assigns	<b><i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	705/657 Flagler	Marcus C. Strickland, Jr.	William D. Mears and Karen C. Mears	Warranty Deed granting SE ¼ of SW ¼ of SW ¼ of Sec 5
2005	1275/124	William and	Julie Scott	Warranty Deed granting S ½ of SE ¼

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
	Flagler	Karen Mears		of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (ORB 705/655)
2005	1281/1904 Flagler	William and Karen Mears	Julie Scott	Warranty Deed granting N ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (ORB 705/665)
2006	1460/1889 Flagler	Clerk of Court	RBC Centura Bank	Clerk's Certificate of Title granting N ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement to and from property to North Tymber Creek Road (705/655)
2007	1524/1371 Flagler	Clerk of Court	Ryan Price	Clerk's Certificate of Title granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement to North Tymber Creek Road (ORB 705/665) - AND S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 AND easement to and from the property to North Tymber Creek Road (705/655)
2008	1642/1224 Flagler	Clerk of Court	Ironstone Bank	Clerk's Certificate of Title granting S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/655)
2008	1658/1476 Flagler	Clerk of Court	Suntrust Bank	Clerk's Certificate of Title granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/665)
2009	1724/851 Flagler	Ironstone Bank	NEUSE, Inc.	Warranty Deed granting S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/655)
2009	1739/988 Flagler	Suntrust Bank	JJML Real Estate	Quit Claim Deed granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2009	1742/1141 Flagler	RBC Centura Bank	George A. Carter & Marcelle Carter	easements to and from the property to North Tymber Creek Road (705/665)  Warranty Deed granting N ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement (705/665)
2000	705/665 Flagler	Marcus C. Strickland, Jr.	John T. Pack and Barbara E. Goll/Pack, their successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	705/667 Flagler	Marcus C. Strickland, Jr.	John T. Pack and Barbara E. Goll/Pack	Warranty Deed granting NE ¼ of SW ¼ of SW ¼ of Sec 5.
2005	1192/53 Flagler	Barbara E. Goll	Carlinda Chamberlain	Warranty Deed granting S ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from Tymber Creek Road (ORB 705/667)
2006	1439/1847 Flagler	Clerk of Court	RBC Centura Bank	Certificate of Title granting S ½ of NE ¼ of SW ¼ of SW ¼ of Section 5 - AND easements to and from Tymber Creek Road (ORB 705/667)
2005	1267/966 Flagler	Pack/Goll	Julie Scott	Warranty Deed granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from the property to North Tymber Creek Road (705/665)
2006	1524/1371 Flagler	Clerk of Court	Ryan Price	Clerk's Certificate of Title granting N ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easement to North Tymber Creek Road (ORB 705/665) - AND S ½ of SE ¼ of SW ¼ of SW ¼ of Sec 5 AND easement to and from the

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2009	1742/1138 Flagler	RBC Centura Bank	George A. Carter & Marcelle Carter	property to North Tymber Creek Road (705/655)  Warranty Deed granting S ½ of NE ¼ of SW ¼ of SW ¼ of Sec 5 - AND easements to and from Tymber Creek Road (ORB 705/667)
2000	710/503 Flagler	Marcus C. Strickland, Jr.	George A. Carter and Marcelle Carter, their successors and assigns	<b><i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2000	710/501 Flagler	Marcus C. Strickland, Jr.	George A. And Marcelle Carter	Warranty Deed granting NE ¼ of NW ¼ of SW ¼ of Sec 5.
2000	712/852 Flagler	Marcus C. Strickland, Jr.	Faye Bennett, her successors and assigns	<b><i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia County
2000	712/849 Flagler	Marcus C. Strickland, Jr.	Faye Bennett	Warranty Deed granting NW ¼ of SW ¼ of NE ¼ of Sec 8
2000	712/856 Flagler	Marcus C. Strickland, Jr.	Steven Randall Bennett, his successors and assigns	<b><i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i></b>

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2000	712/853 Flagler	Marcus C. Strickland, Jr.	Steven Randall Bennett	50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia  Warranty Deed granting SW ¼ of NW ¼ of NE ¼ of Sec 8.
2000	714/1822 Flagler AND 4620/1236 Volusia	Marcus C. Strickland, Jr. a/k/a M.C. Strickland, Jr.	William Walsh and Karen R. Boice Walsh, their successors and assigns	<i>A permanent non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 25 ft existing right of way over the southerly 75 feet of Sects. 9 and 10, Flagler AND 25 ft existing right of way over the southerly 75 ft of Sec. 11, Volusia
2000	714/1824 Flagler	William and Karen Walsh	Kristin Robinson	Warranty Deed granting N ½ of NW ¼ of SW ¼ of SE ¼ of Sec 8 - AND easement above.
2003	1011/899 Flagler	Kristin Robinson	Sabrina Robinson	Warranty Deed granting N ½ of NW ¼ of SW ¼ of SE ¼ of Sec 8 - AND easement above.
2008	1676/321	Sabrina Robinson	David A. Hanley	Warranty Deed N ½ of NW ¼ of SW ¼ of SE ¼ of Sec 8 - AND easement above.
2000	715/481 Flagler	Brian Boice	Lealon M. and Sheri C. Dansby	Warranty Deed granting property AND ingress and egress easement over 75 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 75 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2002	4962/1653 Volusia	Flagler Development Company	Tonya L. Burnside Griffin, her	<i>A perpetual non-exclusive easement for vehicular and pedestrian ingress and egress</i>

YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
			heirs, executors, administrators, successors, guests and invitees	South 75 ft of Section 11, Volusia
2003	883/1868 Flagler	M.C. Strickland, Jr.	Karen A. Milliken, her successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2003	883/1869 Flagler	Marcus C. Strickland	Karen A. Milliken	Warranty Deed granting NE ¼ of SW ¼ of NW ¼ of Sec 5
2003	1021/57 Flagler	Marcus C. Strickland	Karen A. Milliken	Warranty Deed granting SE ¼ of NE ¼ of NW ¼ of Sec 5
2003	962/995 Flagler	Marcus C. Strickland, Jr. a/k/a M.C. Strickland, Jr.	John Barrett and Kimberly Barrett, their successors and assigns	<i>A perpetual non-exclusive easement for road, drainage and utility purposes - Together with the right to enter upon said lands and maintain or improve the existing road. Maintenance of drainage canal sole responsibility of grantor.</i> 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2003	962/997 Flagler	Marcus C. Strickland, Jr.	John and Kimberly Barrett	Warranty Deed
2003	980/1233	Marcus C. Strickland, Jr.	Earnest E. Wheaton & Carol S. Wheaton	Warranty Deed granting SW ¼ of NE ¼ of NE ¼ of Section 8. (CHECK APPRAISER'S MAP FOR EASEMENT TO TIMBER CREEK)

<b>YEAR OF EASEMENT/ DEED</b>	<b>O.R. BOOK/ PAGE AND COUNTY</b>	<b>GRANTOR</b>	<b>GRANTEE</b>	<b>EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)</b>
2004	1036/516	Marcus C. Strickland	Tony Michael & Wanda Lynn Strickland	Warranty Deed granting SE ¼ of NE ¼ of SW ¼ of Sec 5 - NO EASEMENT RIGHTS GRANTED TO TYMBER CREEK ROAD/DURRANCE LANE.
2004	1127/1733	Marcus C. Strickland III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting N ½ of NE ¼ of NW ¼ of NW ¼ of Sec 8 - AND easements to and from Durrance Lane. AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2008	1680/1470	Gary S. Droppa and Kathy A. Droppa	Thomas M. Hawk & Douglas W. Hawk, Sr.	Warranty Deed granting N ½ of NE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2004	1127/1737	Marcus C. Strickland III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting S ½ of NE ¼ of NW ¼ of NW ¼ of Section 8 - AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2004	1127/1741	Marcus C. Strickland, III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting N ½ of SE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENTS RIGHT GRANTED IN ORB 535/918 & 919
2008	1680/1473	Droppa	Thomas M. Hawk & Douglas W. Hawk, Sr.	Warranty Deed granting N ½ of SE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENTS RIGHT GRANTED IN ORB 535/918 & 919
2004	1127/1745	Marcus C. Strickland III	Gary S. Droppa and Kathy A. Droppa	Warranty Deed granting S ½ of SE ¼ of NW ¼ of NW ¼ of Sec 8 - AND EASEMENT RIGHTS GRANTED in ORB 535/918 & 919
2006	1433/958 Flagler	Marty Voice and Cornelia B. Boice	Harry Tallman and Patty Tallman	Warranty Deed granting property AND a perpetual non-exclusive easement for road, drainage and utility purposes - 50 ft right of way over the southerly 75 ft of Sects. 9 and 10, Flagler AND 50 ft right of way over the southerly 75 ft of Sec. 11, Volusia
2007	1568/813	Marcus C. Strickland	Donald Dwayne Peeples	Warranty Deed granting SW ¼ of NE ¼ of SW ¼ of Sec 5 - NO EASEMENT GRANTED.



YEAR OF EASEMENT/ DEED	O.R. BOOK/ PAGE AND COUNTY	GRANTOR	GRANTEE	EASEMENT OR DESCRIPTION (all within Township 14 South, Range 30 East)
2008	1654/696	Peeples	Lil' Apple Enterprises, Inc.	Warranty Deed granting SW ¼ of NE ¼ of SW ¼ of Sec 5 - AND easements to and from property to North Tymber Creek Road.

Dmd\Projects\Ormond Crossings\Durrance Lane Easements.doc 6-25-2010

THIS INSTRUMENT PREPARED BY:  
KARL B. HANSON III, ESQ.  
FLAGLER DEVELOPMENT COMPANY  
10151 DEERWOOD PARK BOULEVARD  
BUILDING 100, SUITE 330  
JACKSONVILLE, FLORIDA 32256

AFTER RECORDING RETURN TO:  
**Michael D. Chiumento, Esq.**  
**Chiumento & Davenport, PA**  
**4 Old Kings Road N., Suite B**  
**Palm Coast, FL 32137**

Tax Parcel ID#s: 26-13-31-00-00-0100	36-13-31-01-60-0010
06-14-32-00-00-0010	36-13-31-01-69-0020
31-13-32-00-00-0054	36-13-31-01-57-0010
01-14-31-01-01-0010	01-14-31-01-56-0210
38-14-32-01-13-0010	01-14-31-02-45-0010
02-14-31-00-00-0020	01-14-31-01-85-0010
11-14-31-00-00-0010	06-14-32-00-00-0060
35-13-31-00-00-0010	

### CORRECTIVE SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this 19th day of December, 2002, by **FLAGLER DEVELOPMENT COMPANY**, a Florida corporation, f/k/a Gran Central Corporation, f/k/a Commercial Realty and Development Company ("Grantor"), an address of which is 10151 Deerwood Park Boulevard, Building 100, Suite 330, Jacksonville, Florida 32256, to and in favor of **TOMOKA HOLDINGS, LLC**, a Florida limited liability company ("Grantee"), an address of which is 1 Corporate Drive, Suite 3A, Palm Coast, Florida 32137-4715.

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, the following described land, situate, lying and being in the Counties of Volusia and Flagler, State of Florida (the "Property"), to wit:

See attached Exhibit A.

**SUBJECT TO:** (i) taxes and assessments for the year 2003 and subsequent years, not yet due and payable; and (ii) all dedications, easements, restrictions, and other matters of record (the "Permitted Exceptions").

This Corrective Special Warranty Deed is made and given between the parties hereto in order to accurately describe the land intended to be conveyed by Flagler Development Company to Tomoka Holdings, LLC in the Special Warranty Deed recorded in Official Records Book 4989, Page 2211 of the Public Records of Volusia County, Florida. Full documentary stamp taxes were paid on the Prior Deed. Accordingly, pursuant to Section 12B-4.014(3), F.A.C., only minimum documentary stamp tax is due hereon.

All terms of the Special Warranty Deed recorded in Official Records Book 885, Page 735 of the Public Records of Flagler County, Florida shall remain unchanged by this Corrective Special Warranty Deed.

AND Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, and not otherwise, subject, however, to the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused these presents to be duly executed in its corporate name and its corporate seal to be hereto affixed by its undersigned officer thereunto lawfully authorized the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

FLAGLER DEVELOPMENT COMPANY

Susan C. McMillan  
Print Name: SUSAN C. McMILLAN

By: G. John Carey  
G. John Carey  
As Its President

Karl B. Hanson III  
Print Name: KARL B. HANSON III

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 1st day of February, 2005, by G. John Carey, the President of Flagler Development Company, a Florida corporation, on behalf of the corporation. He is personally known to me.

K. Christine Wilmoth  
Print Name K. Christine Wilmoth  
NOTARY PUBLIC, State of Florida



K. Christine Wilmoth  
Commission # DD260852  
Expires Oct. 23, 2007  
Bonded Thru  
Atlanta Bonding Co., Inc.

**EXHIBIT A**

Volusia County Property:

Parcel B:

A portion of the South 1/2 of Section 26, Township 13 South, Range 31 East, Volusia County, Florida, described as follows: Begin at the concrete monument marking the Southwest corner of said Section 26; thence North 02°05'35" West along the West line of said Section 26, 1993.51 feet; thence North 89°33'25" East 1330.06 feet; thence South 02°06'37" East 666.82 feet; thence North 89°39'22" East 665.17 feet; thence North 02°07'07" West 348.28 feet to the Westerly right of way line of the Florida East Coast Railway right of way a 100 foot right of way; thence South 49°44'55" East along the Southwesterly right of way line of Florida East Coast Railway right of way 2597.27 feet to the South line of said Section 26; thence South 89°51'17" West along the South line of said Section 26, 1254.60 feet to the South 1/4 corner thereof; thence continue South 89°51'17" West continuing along the South line of said Section 26, 2661.74 feet to the Point of Beginning, EXCEPTING therefrom the 30 foot dedicated right of way along the West portion of the property, the 30 foot right of way along the South side of the property, and the 40 foot right of way through the Easterly portion of the property

Parcel B-2:

A parcel of land lying in the South ½ of Government Section 26, Township 13 South, Range 31 East, Volusia County, Florida, being more particularly described as follows:

From a point of reference being the Southeast corner of said Sections 26, run S89°51'17"W along the South line of said Sections 26, a distance of 246.53 feet to the Southwesterly right-of-way of U.S. Highway No. 1 (a 160' right-of-way) said point also being the Point of Beginning of this description; thence continue S89°51'17"W, along the South line of said Sections 26, a distance of 1006.31 feet to the Northeasterly right-of-way line of the Florida East Coast Railway (a 100 foot right-of-way); thence N49°44'55"W along said right-of-way line of the Florida East Coast Railway a distance of 2704.56 feet; thence departing said right-of-way line of the Florida East Coast Railway run N00°20'04"E along the Easterly line of a parcel of land described in ORB 3095, Pages 496-497 a distance of 837.86 feet to the Southwesterly right-of-way line of said U.S. Highway No. 1; thence S49°53'06"E along the Southwesterly right-of-way line of said U.S. Highway No. 1 a distance of 4008.59 feet to the Point of Beginning.

Parcel C:

All of Government Lots 1 and 2 in Section 6, Township 14 South, Range 32 East lying West of U.S. Highway No. 1, and lying South and East of the Northwesterly line of Lot 19 National Gardens Addition, Unit 1 as per map in Map Book 11, Page 148, Public Records of Volusia County, Florida, EXCEPT right of way for Florida East Coast Railway, and further EXCEPT any portion of Lot 1 lying Southerly of right-of-way of Florida East Coast Railway.

Parcel D:

That portion of the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 31, Township 13 South, Range 32 East, lying West and South of U.S. Highway #1, and East and South of the Northwesterly line of Lot 19, National Gardens Addition No. 1, as per map in Map Book 11, Page 148, Public Records of Volusia County, Florida.

Parcel E:

The Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 1, Township 14 South, Range 31 East, Volusia County, Florida.

Parcel F:

That part of Section 38, Township 14 South, Range 32 East lying Westerly of Volusia Street and U.S. Highway No. 1, and Northerly of the Florida East Coast Railway, EXCEPT Lot 1, National Gardens Addition Unit 1, as per map in Map Book 11, Page 148, Public Records of Volusia County, Florida and EXCEPT part in Tomoka Airport Road.

Parcel G:

Sections 2 and 11 in Township 14 South, Range 31 East; TOGETHER WITH the West  $\frac{1}{2}$  of Section 35, Township 13 South, Range 31 East; ALSO TOGETHER WITH the West  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 13 South, Range 31 East, lying South of the Florida East Coast Railway; ALSO TOGETHER WITH the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 26, Township 13 South, Range 31 East, lying South of the Florida East Coast Railway, LESS AND EXCEPT the right of way for Florida East Coast Railway, all lying in Volusia County, Florida.

Parcel H:

THOSE PORTIONS OF NATIONAL GARDENS SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 10, PAGES 250 TO 253 INCLUSIVE, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING WESTERLY AND SOUTHERLY OF U.S. HIGHWAY NO. 1 (STATE ROAD NO. 5) DESCRIBED AS FOLLOWS:

Block 57, EXCEPT that part of Lot 24 South of the Northwesterly 50 feet, and Lots 25, 26 and 27;

Block 58, EXCEPT Lots 10 through 21 inclusive, 46 to 50 inclusive, 53 to 55 inclusive, 58 and 59;

Block 59-all;

Block 60, EXCEPT, Lot 27 and Lot 28 inclusive; and EXCEPT such portions of lots which may have been deeded to State of Florida for right-of-way of State Highway No. 4; and EXCEPT the Southwesterly 12 feet of Lot 26;

ALSO that portion of a 15.00 foot wide alley way lying Southeasterly of Lots 17 through 20, inclusive and Northwesterly of Lots 21 through 24, inclusive in Block 60, National Gardens according to the plat thereof recorded in Map Book 10, Page 253, of the Public Records of Volusia County, Florida, and lying Southwesterly of the Southwesterly right of way line of Volusia Road (U.S. Highway No. 1), as presently exists recorded in O.R. Book 3620, Page 1125 of the Public Records of Volusia County, Florida;

Block 66, EXCEPT Lots 1 to 6 inclusive;

Block 68, EXCEPT that part Westerly of the Southeasterly line of Lot 15, Block 63 extended;

Block 69, EXCEPT Lots 10, 11 and 15 to 17 inclusive;

Block 70 and 71, EXCEPT unnumbered 100' wide lot located along Westerly side of Block 70 and Block 71;

Block 72, EXCEPT unnumbered 100' wide lot located along the Westerly side of Block 72'

Block 73, EXCEPT Lots 1 and 2, and EXCEPT that part of the unnumbered lot in said Block lying Southerly of the Southerly line of Lot 3 extended Westerly;

Blocks 74 and 75-all;

Block 76, EXCEPT the unnumbered lot (Demonstration garden);

Blocks 77 to 129 inclusive;

Block 130, EXCEPT Lots 8 and 24 through 27 inclusive;

Block 131, all inclusive;

Blocks 132 to 155 all inclusive;

Block 156, EXCEPT Lot 8;

Block 157, EXCEPT the Easterly 60 feet of Lot 1;

Block 158 to 160 inclusive-all;

EXCEPTING therefrom the right of way of Interstate Highway I-95 and Service Roads East and West of I-95.

Parcel I:

ALL OF NATIONAL GARDENS PARK SUBDIVISION as per maps in Map Book 10, Pages 46-49, Public Records of Volusia County, Florida EXCEPT the following Lots:

Lots 10-15 inclusive and Lots 41-44 inclusive, Block 9;  
Lots 18-21 inclusive, Block 13;  
Lots 24, 25, 43, 44, 47 and 48, Block 14;  
Lots 8 and 9, Block 16;  
Lots 14 and 15, Block 23;  
Lots 5-9 inclusive, Block 27;  
Lots 41-44 inclusive, Block 29;  
Lots 11-14 inclusive, Block 30;  
Lots 10-25 inclusive, Block 34;  
Lots 10-13 inclusive, Block 35;  
Lots 22-34 inclusive, Block 37;  
Lots 11-20 inclusive, Lots 31-35 inclusive, and Lots 46-50 inclusive, Block 41;  
Lot 27, Block 54  
Lots 11-15 inclusive, Block 55;  
Lot 36, Block 60;  
Lots 5-13 inclusive and Lots 21-25 inclusive, Block 70;  
Lot 41, Block 73;  
Lots 30 and 31, Block 86;  
Lot 25, Block 99;  
Lots 49 and 50, Block 102;  
Lot 3, Block 104;  
Lots 3-6 inclusive, Block 118;  
Lots 10-13 inclusive, Block 129;  
Lots 19-22 inclusive, Block 135;  
Lot 9, Block 138;  
Lot 1, Block 143;  
Lots 20-23 inclusive, Block 145;  
Lots 4 and 5, Block 154;  
Lots 33 and 34, Block 162,

EXCEPTING THEREFROM the right of way of Interstate Highway I-95 and for Service Road East and West of I-95, Volusia County, Florida.

LESS AND EXCEPT those parcels taken as I-95 Water Retention Areas identified as Parcel No. 104 and Parcel No. 102, Part A, Part B and Part C more particularly described as follows:

**FEE SIMPLE - WATER RETENTION AREA**

PARCEL NO. 102

PART A: WATER RETENTION AREA      LEFT (WEST)      STATION 630+00.000

That part of Blocks 156 and 157, National Gardens Park No. 3, as recorded in Map Book 10, Page 48, Public Records of Volusia County, Florida, being in the Southwest 1/4 of Section 1, Township 14 South, Range 31 East, lying within the following described boundaries: Commence at a 2" Iron pipe at the Southwest corner of said Section 1, as shown on Florida Department of Transportation Right of Way Map, Section 79002 F.P. No. 2426961; thence run North 87°44'51" East along the South line of the Southwest 1/4 of said Section 1, a distance of 119.268 meters (719.38 feet) to the Westerly line of a 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County, Florida; thence departing said South line run North 01°08'35" East along said Westerly right of way line 30.320 meters (99.47 feet) to the POINT OF BEGINNING; thence departing said Westerly right of way line run North 88°51'25" West 70.121 meters (230.06 feet); thence run North 01°08'35" West parallel with the aforementioned Westerly right of way line 112.000 meters (367.45 feet); thence run South 88°51'25" East 70.121 meters (230.06 feet) to the aforementioned Westerly right of way line; thence run South 01°08'35" West along Westerly right of way line 112.000 meters (367.45 feet) to the POINT OF BEGINNING.

The land described in PART A contain 0.6486 hectares (1.603 acres), more or less (exclusive of area within existing right of way).

PART B: WATER RETENTION AREA      LEFT (WEST)      STATION 636+00.000

That part of Blocks 128, 129 (except Lots 10 thru 13), 130, 131, and 132, National Gardens Park No. 3, as recorded in Map Book 10, Page 48, Public Records of Volusia County, Florida, being within the Southwest 1/4 of Section 1, Township 14 South, Range 31 East, lying within the following described boundaries: Commence at a 5/8" Iron rod and cap stamped "SSMC LS 4245" at the Northwest corner of the Southwest 1/4 of said Section 1, as shown on Florida Department of Transportation Right of Way Map, Section 79002 F.P. No. 2426961; thence run North 88°02'46" East along the North line of the Southwest 1/4 of said Section 1, a distance of 258.211 meters (847.15 feet) to the Westerly line of a 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County,



~~SEE SIMPLE~~ - WATER RETENTION AREA

PARCEL NO. 102 - cont'd.

Florida; thence departing said North line run South  $01^{\circ}08'35''$  West along said Westerly right of way line 87.131 meters (285.86 feet) to the POINT OF BEGINNING; thence continue along said Westerly right of way line South  $01^{\circ}08'35''$  West, 79.000 meters (259.19 feet); thence departing said Westerly right of way line run North  $88^{\circ}51'25''$  West, 139.659 meters (458.20 feet); thence run North  $01^{\circ}08'35''$  East, parallel with the aforementioned Westerly right of way line, 79.000 meters (259.19 feet); thence run South  $88^{\circ}51'25''$  East, 139.659 meters (458.20 feet) to the aforementioned Westerly right of way line and the POINT OF BEGINNING.

The lands described in PART B contain 0.7374 hectares (1.822 acres), more or less (exclusive of area within road rights of way).

PART C: WATER RETENTION AREA      LEFT (WEST)      STATION 648+00.000

That part of Blocks 134 and 135 of National Gardens Revised Plat, as recorded in Map Book 10, Pages 250-253, being in the Southwest 1/4 of Section 36, Township 13 South, Range 31 East, lying within the following described boundaries: Commence at a 4" x 4" concrete monument with a brass disk stamped "S.R.D." at the Southwest corner of said Section 36, as shown on Florida Department of Transportation Right of Way Map Section 79002 F.P. No. 2426961; thence run North  $38^{\circ}16'05''$  East along the South line of the Southwest 1/4 of said Section 36, a distance of 297.159 meters (974.93 feet) to the Westerly line of a 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County, Florida; thence departing said South line run North  $01^{\circ}08'35''$  East along said Westerly right of way line 224.793 meters (737.51 feet) to the POINT OF BEGINNING; thence departing said Westerly right of way line run North  $88^{\circ}51'25''$  West 126.439 meters (414.83 feet) to the Easterly line of Cleveland Street, a 60.00 foot platted street per said plat of National Gardens Revised Plat; thence run North  $01^{\circ}33'27''$  West along said Easterly line 76.385 meters (250.61 feet); thence run South  $88^{\circ}51'25''$  East 82.750 meters (271.49 feet); thence South  $48^{\circ}53'52''$  East 25.756 meters (84.50 feet); thence run South  $38^{\circ}51'25''$  East 27.545 meters (90.37 feet) to the aforementioned Westerly right of way line; thence run South  $01^{\circ}08'35''$  West along said Westerly right of way line 59.759 meters (196.06 feet) to the POINT OF BEGINNING.

**FEE SIMPLE - WATER RETENTION AREA**

PARCEL NO. 102 - cont'd.

The lands described in PART C contain 0.8062 hectares (1.992 acres), more or less (exclusive of area within existing road rights of way).

NOTE: CONVERSION OF METRIC DIMENSIONS TO ENGLISH DIMENSIONS ARE BASED ON A SOFT CONVERSION USING THE U.S. FOOT RATIO (39.37/12).

LESS AND EXCEPT:

**FEE SIMPLE - WATER RETENTION AREA**

PARCEL 104

WATER RETENTION AREA

LEFT (WEST)

STATION 636+00.000

All of Lots 10, 11, 12, and 13, Block 129 of National Gardens Park No. 3, as recorded in Map Book 10, Page 48, Public Records of Volusia County, Florida being within the Southwest 1/4 of Section 1, Township 14, Range 31, lying Westerly of that 66.00 foot perpetual easement and public right of way as described in Official Records Book 699, Page 440, Public Records of Volusia County, Florida, as shown on State of Florida Department of Transportation right of way map, Section No. 79002 F.P. No. 2426961.

The lands described contain 119.4 square meters (1285 square feet), more or less.

NOTE: CONVERSION OF METRIC DIMENSIONS TO ENGLISH DIMENSIONS ARE BASED ON A SOFT CONVERSION USING THE U.S. FOOT RATIO (39.37/12).

Parcel J:

That portion of National Gardens Park Subdivision, as per map in map Book 10, Page 46, Public Records of Volusia County, Florida, lying Northeast of the Florida East Coast Railway right of way, which portion of said plat was vacated (Blocks 1 and 2) by resolution of The Board of County Commissioners, Volusia County, Florida, dated October 7, 1948, and recorded in Deed Book 391, Page 388, Public Records of Volusia County, Florida, except the following parcel:

. Beginning at a permanent reference monument at the Southeast corner of Section 36, Township 13 South, Range 31 East, thence Southerly and along the Easterly line of Section 1, Township 14 South, Range 31 East, to the Northwesterly line of Lot 19, National Gardens Addition Unit 1, according to map in Map Book 11, Page 148, Public Records of Volusia County, Florida; thence Southwesterly along said Northwesterly line of said Lot 19 to a permanent reference monument in the Northeastly right of way line of Florida East Coast Railway; thence Northwesterly along the Northeastly right of way line of said railway a distance of 300 feet to a permanent reference monument; thence Northeastly and parallel to the Northwest line of said Lot 19 to a point in the Southerly line of said Section 36; thence Easterly along the Southerly line of said Section 36 to the Southeast corner thereof being the Point of Beginning.

78 Lots "Outparcels":

Parcel 1:

Lots 8, 26 and 27, Block 130, Lot 8, Block 156, and the East 60 feet of Lot 1, Block 157, National Gardens, according to the map or plat thereof as recorded in Plat Book 6, Page 237, and Refiled in Plat Book 10, Page 230, Public Records of Volusia County, Florida.

Parcel 2:

Lots 24, 25, 43, 44, 47 and 48, Block 14, Lots 5 through 9, inclusive Block 27, Lots 41 through 44, inclusive, Block 29, Lots 11 through 14, inclusive, Block 30, Lots 10 through 13, inclusive, Block 35, and Lots 26 through 34 inclusive, Block 37, National Gardens Park No. 1, according to the map or plat thereof as recorded in Plat Book 10, Page 46, Public Records of Volusia County, Florida.

Parcel 3:

Lots 11 through 20, inclusive, Lots 31 through 35, and Lots 46 through 50, inclusive Block 41, Lot 27, Block 54, Lot 36, Block 60, Lots 18 and 19, Block 64, Lots 3 through 13, inclusive, Block 70, and Lots 22 through 25, inclusive, Block 70, National Gardens Park No. 4, according to the map or plat thereof as recorded in Plat Book 10, Page 49, Public Records of Volusia County, Florida.

Parcel 4:

Lots 30 and 31, Block 86, Lot 25, Block 99, Lots 49 and 50, Block 102, and Lot 3, Block 104, National Gardens Park No. 2, according to the map or plat thereof as recorded in Plat Book 10, Page 47, Public Records of Volusia County, Florida.

Demonstration Garden Parcel:

Un-numbered Lot (Demonstration Garden) in Block 76, National Gardens, Subdivision, according to the map or plat thereof as recorded in Plat Book 10, Page 250 to 253, Public Records of Volusia County, Florida.

Tomahawk Parcel:

A parcel of land lying South of Harmony Avenue (80'R/W) as recorded in O.R. Book 530, Page 681, of the public records of Volusia County, Florida, East of Government Section 1, Township 14 South Range 31 East, and West of the George Anderson Grant (Section 38), Township 14 South Range 32 East, said parcel lying within and being a portion of Government Sections 6, Township 14 South, Range 32 East, being more particularly described as follows:

Beginning at the Southwest corner of the George Anderson Grant (Section 37), Township 14 South, Range 31 East run thence N14°28'13"E along the West line of said George Anderson Grant, 1603.80 feet to the West line of said Section 6 and the Point of Beginning; thence N01°28'20"W along the West line of said Section 6 a distance of 1483.29 feet to the South line of said Harmony Avenue; thence N46°51'21"E along the South line of said Harmony Avenue 269.06 feet to the West line of the George Anderson Grant (Section 38); thence S14°28'13"W along the West line of said George Anderson Grant a distance of 731.70 feet to the Point of Beginning.

Flagler County Property

Parcel Q:

Sections 3, 4, 9 and 10, all in Township 14 South, Range 31 East and the South 1/2 and the South 1/2 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 34, Township 13 South, Range 31 East, all lying in Flagler County, Florida.

This instrument prepared by and returned to:  
William I. Livingston, Esquire  
Tomoka Holdings, LLC  
1 Corporate Drive, Suite 3A  
Palm Coast, Florida 32137

**Property Appraiser's Parcel ID #s:**  
Flagler County: 03-14-31-0000-01010-0000; 04-14-31-0000-01010-0000;  
09-14-31-0000-01010-0000 and 10-14-31-0000-01010-0000  
Volusia County: 11-14-31-00-00-0010

**Original counterparts of this Quit Claim Deed are being recorded in  
Flagler County and Volusia County, Florida.**

**QUIT CLAIM DEED**

This Quit Claim Deed executed this 15<sup>th</sup> day of April, 2009, by **Tomoka Holdings, LLC, a Florida limited liability company**, with offices at 1 Corporate Drive, Suite 3A, Palm Coast, FL 32137, first party, to **Lake Swamp, LLC, a Florida limited liability company**, with offices at 1 Corporate Drive, Suite 3A, Palm Coast, Florida 32137, second party:

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

**W I T N E S S E T H:** that the first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the second party, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim to the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler and County of Volusia, State of Florida, to-wit:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE**

**TO HAVE AND TO HOLD** the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said second party, its legal representatives, successors and assigns forever.

**IN WITNESS WHEREOF**, the said party of the first part has caused these presents to be signed and sealed in its name by its President as of the day and year first above written.

WITNESSES:

Mura & McClellan  
Print Name: \_\_\_\_\_

**Tomoka Holdings, LLC., a Florida limited liability company**

By: William I. Livingston  
William I. Livingston, Its President/Manager

UNOFFICIAL DOCUMENT

*Danielle M. Dahl*  
Print Name: Danielle M. Dahl

Attest:  
By: *Eileen L. Linehan*  
Eileen L. Linehan, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this *15<sup>th</sup>* day of April, 2009, by William I. Livingston and Eileen L. Linehan, the President and Secretary, respectively, of TOMOKA HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. They are known to me and did not take an oath.

*Danielle M. Dahl*  
Notary Public, State of Florida  
My Commission Expires:



DANIELLE M. DAHL  
MY COMMISSION # DD 471402  
EXPIRES: January 13, 2010  
Bonded Thru Budget Notary Services

UNOFFICIAL DOCUMENT

**SKETCH AND DESCRIPTION**

THIS SPACE RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 3, 4, 9 AND 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, AND GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 WEST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE N01°26'52"W ALONG THE WEST LINE OF SAID SECTION 9 FOR A DISTANCE OF 2648.75 FEET; THENCE N01°37'03"W ALONG SAID WEST LINE OF SECTION 9 FOR A DISTANCE OF 2658.60 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N01°49'49"W ALONG THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 5271.90 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE N87°59'59"E ALONG THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 5339.83 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE DEPARTING SAID NORTHEAST CORNER S27°08'07"E FOR A DISTANCE OF 2402.36 FEET; THENCE N88°02'46"E FOR A DISTANCE OF 1026.60 FEET; THENCE S48°56'04"E FOR A DISTANCE OF 2329.04 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 747.00 FEET; THENCE S15°57'28"E FOR A DISTANCE OF 1265.78 FEET; THENCE S25°15'04"E FOR A DISTANCE OF 1345.57 FEET; THENCE S56°44'53"W FOR A DISTANCE OF 3264.51 FEET; THENCE S14°19'57"W FOR A DISTANCE OF 844.28 FEET; THENCE N86°05'07"W FOR A DISTANCE OF 454.06 FEET; THENCE N61°13'56"W FOR A DISTANCE OF 872.71 FEET; THENCE N85°38'01"W FOR A DISTANCE OF 1194.11 FEET; THENCE S01°34'45"E FOR A DISTANCE OF 1710.24 FEET; THENCE S39°19'01"E FOR A DISTANCE OF 947.89 FEET TO THE SOUTH LINE OF SAID SECTION 10; THENCE S88°09'55"W ALONG SAID SOUTH LINE OF SECTION 10 FOR A DISTANCE OF 580.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 10, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE S88°11'54"W ALONG THE SOUTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 5295.77 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 82,360,352 SQUARE FEET, OR 1,890.734 ACRES, MORE OR LESS.

W:\tomoka\17083FLCI\17083FLCI Ormond X-ings\LD-7083-OCMB-SL.doc

**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING S88°11'54"W.
2. THIS SKETCH IS NOT VAUD WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

**ABBREVIATIONS**

C=CURVE  
 D=DELTA  
 R=RADIUS  
 L=LENGTH  
 CH=CHORD  
 TB=TANGENT BEARING  
 CB=CHORD BEARING  
 R/W=RIGHT OF WAY  
 CL= CENTER LINE  
 PRC=POINT OF REVERSE CURVATURE  
 PC=POINT OF CURVE  
 PT=POINT OF TANGENCY  
 PI=POINT OF INTERSECTION  
 PB=PLAT BOOK  
 PG=PAGE  
 POB=POINT OF BEGINNING  
 POC=POINT OF COMMENCEMENT  
 MB=MAP BOOK  
 S/SECT=SECTION  
 R/RNG=RANGE  
 T/TWP=TOWNSHIP  
 LD=IDENTIFICATION  
 CONC=CONCRETE  
 (R)=RECORD  
 (F)=FIELD MEASURED  
 ORB=OFFICIAL RECORD BOOK  
 (NR)=NON-RADIAL  
 (RAD)=RADIAL

4/30/08

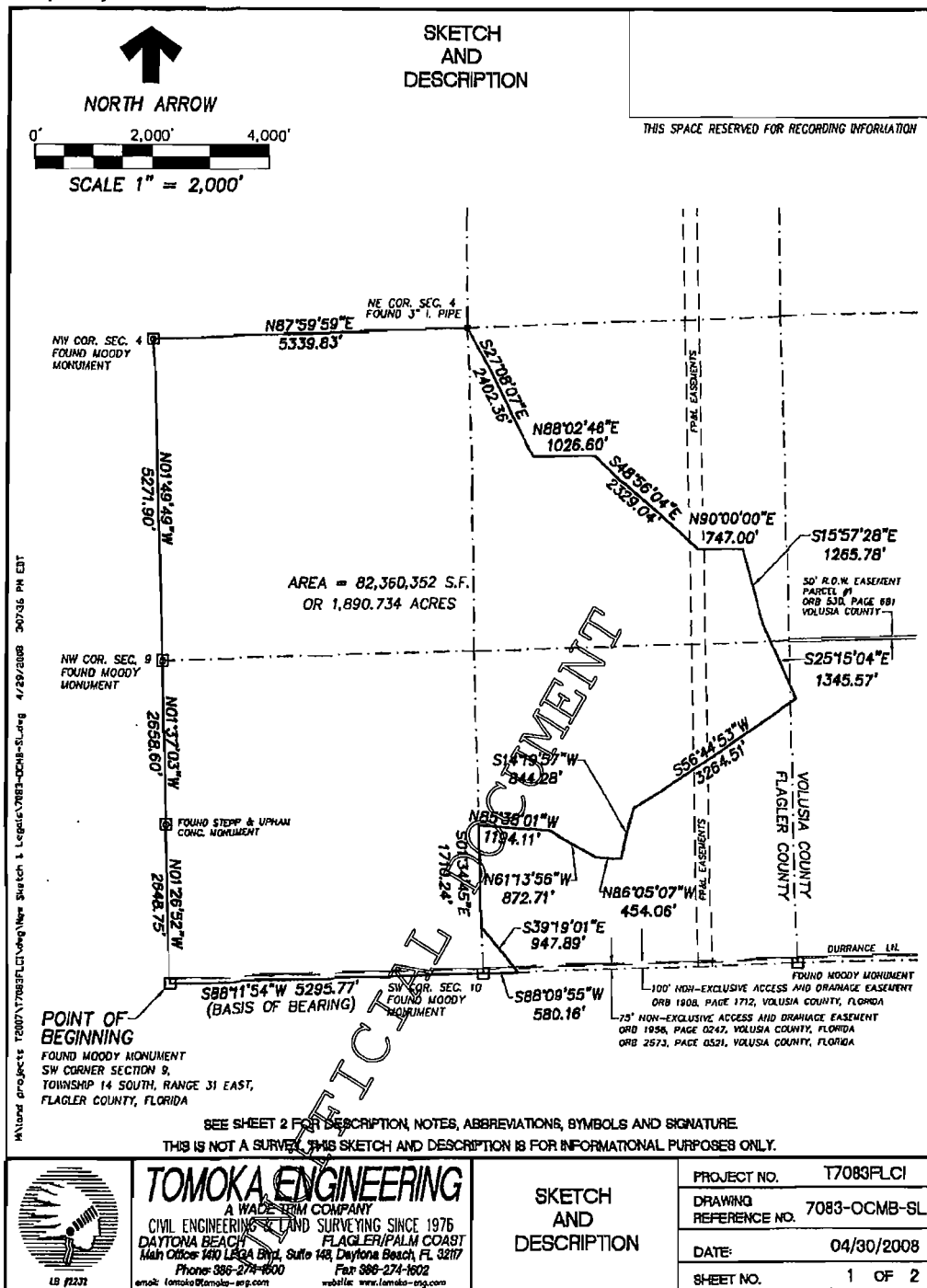
SIGNED: *Kenneth J. Kumar*  
 KENNETH J. KUMAR  
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH, FLORIDA FLAGLER/PALM COAST  
 Main Office: 1410 LPDA Blvd, Suite 148, Daytona Beach, FL 32117  
 Phone: 386-274-7600 Fax: 386-274-7602  
 email: tomoka@tomoka-eng.com web site: www.tomoka-eng.com

**SKETCH AND DESCRIPTION**

PROJECT NO.	T7083FLCI
DRAWING REFERENCE NO.	7083-OCMB-SL
DATE	04/30/2008
SHEET NO.	2 OF 2



**TOMOKA ENGINEERING**  
A WADSWORTH COMPANY  
CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
DAYTONA BEACH FLAGLER/PALM COAST  
Main Office: 140 LEGA Blvd., Suite 148, Daytona Beach, FL 32117  
Phone: 386-274-1600 Fax: 386-274-1602  
email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH AND DESCRIPTION

PROJECT NO.	T7083FLCJ
DRAWING REFERENCE NO.	7083-OCMB-SL
DATE:	04/30/2008
SHEET NO.	1 OF 2



This instrument prepared by and returned to:  
William I. Livingston, Esquire  
Tomoka Holdings, LLC  
145 City Place, Suite 300  
Palm Coast, FL 32164

Property Appraiser's Parcel ID #s:  
34-13-31-0000-01010-0000  
03-14-31-0000-01010-0000  
10-14-31-0000-01010-0000

**QUIT CLAIM DEED**

This Quit Claim Deed executed this 26<sup>th</sup> day of April, 2010, by Tomoka Holdings, LLC, a Florida limited liability company, with offices at 145 City Place, Suite 300, Palm Coast, FL 32164, first party, to Lake Swamp, LLC, a Florida limited liability company, with offices at 145 City Place, Suite 300, Palm Coast, FL 32164, second party:

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

W I T N E S S E T H: that the first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the second party, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim to the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF BY REFERENCE

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging of in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said second party, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and sealed in its name by its President as of the day and year first above written.

WITNESSES:

Michelle Adams  
Print Name: Michelle Adams

Danjelle M. Dahl  
Print Name: Danjelle M. Dahl

Tomoka Holdings, LLC., a Florida limited liability company  
By: William I. Livingston  
William I. Livingston, Its President/Manager

Attest: Eileen L. Linehan  
By: Eileen L. Linehan, Assistant Secretary

UNOFFICIAL DOCUMENT

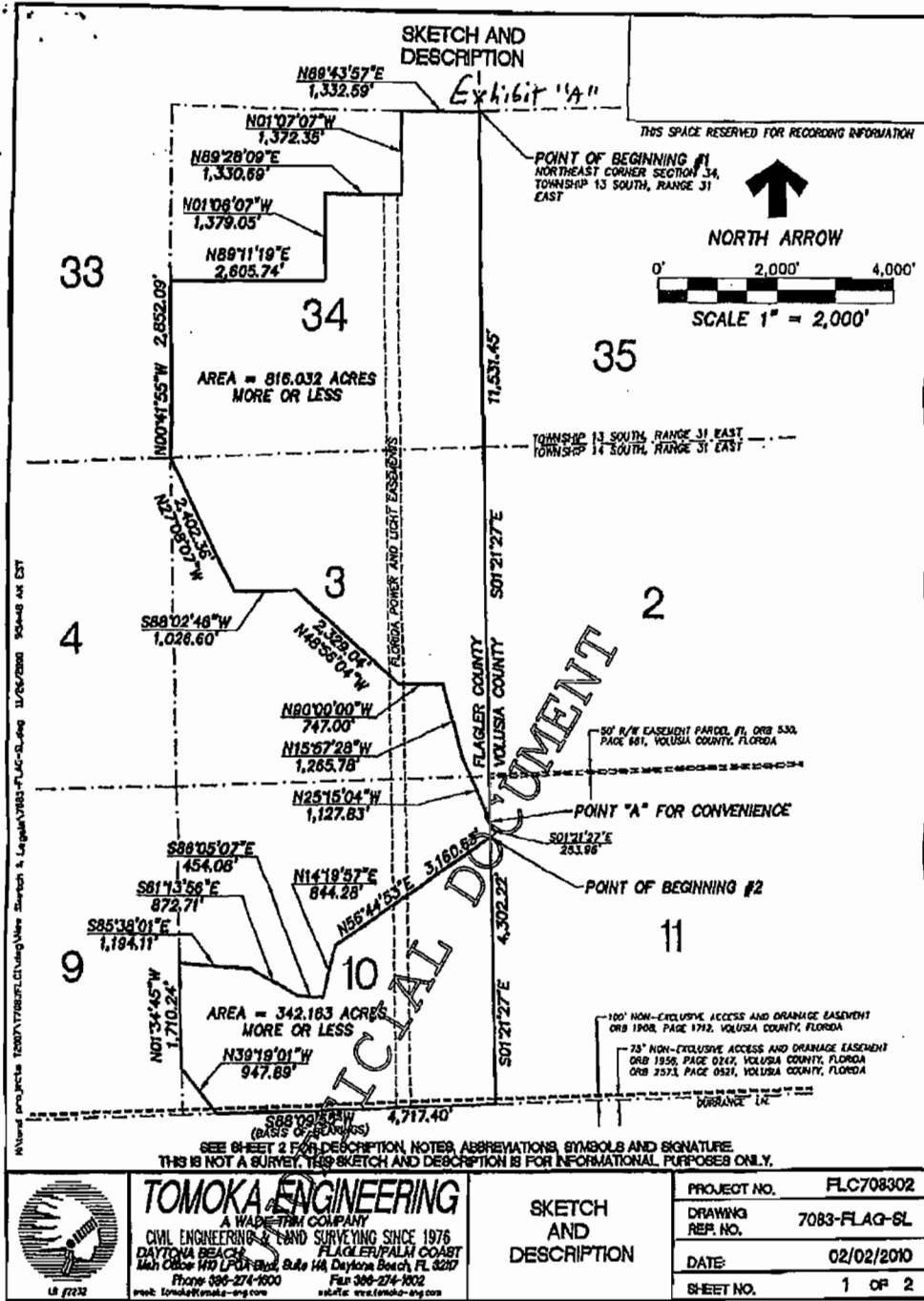
STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2010,  
by William I. Livingston and Eileen L. Linehan, the President and Secretary, respectively, of  
TOMOKA HOLDINGS, LLC, a Florida limited liability company, on behalf of the company. They  
are known to me and did not take an oath.

*D. J. DeLoe*  
Notary Public, State of Florida  
My Commission Expires  


d:\dProject\Ormond Crossing\Weiland Mill\Gulf Bank\Add'l Millg Land Qult Claim Deed to Lake Swamp LLC.doc  
4-26-10

UNOFFICIAL DOCUMENT



**TOMOKA ENGINEERING**  
A WADE-TRIM COMPANY  
CIVIL ENGINEERING AND SURVEYING SINCE 1976  
DAYTONA BEACH, FLORIDA  
Main Office: 140 LP Dr., Suite 140, Daytona Beach, FL 32117  
Phone: 386-274-1600 Fax: 386-274-1602  
web: tomoka@tomoka-eng.com email: tomoka@tomoka-eng.com

**SKETCH AND DESCRIPTION**

PROJECT NO.	FLC708302
DRAWING REF. NO.	7083-FLAG-SL
DATE:	02/02/2010
SHEET NO.	1 OF 2

**SKETCH  
AND  
DESCRIPTION**

THIS SPACE RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, AND GOVERNMENT SECTIONS 3 AND 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING #1, BEING THE NORTHEAST CORNER OF SAID SECTION 34; THENCE S01°21'27"E ALONG THE EAST LINE OF SAID SECTIONS 34, 3 AND 10, ALSO BEING THE EAST LINE OF FLAGLER COUNTY FOR A DISTANCE OF 11,531.45 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 10, SAID POINT BEING REFERRED TO HEREINAFTER AS POINT "A" FOR CONVENIENCE; THENCE N25°15'04"W DEPARTING SAID SECTION LINE FOR A DISTANCE OF 1,127.83 FEET; THENCE N15°37'28"W FOR A DISTANCE OF 1,265.78 FEET; THENCE N90°00'00"W FOR A DISTANCE OF 747.00 FEET; THENCE N48°56'04"W FOR A DISTANCE OF 2,329.04 FEET; THENCE S88°02'46"W FOR A DISTANCE OF 1,026.80 FEET; THENCE N27°08'07"W FOR A DISTANCE OF 2,402.36 FEET TO A POINT ON THE SOUTHWEST CORNER OF SAID SECTION 34, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N00°41'55"W ALONG THE WEST LINE OF SAID SECTION 34 FOR A DISTANCE OF 2,852.09 FEET; THENCE DEPARTING SAID SECTION LINE N89°11'19"E FOR A DISTANCE OF 2,605.74 FEET; THENCE N01°06'07"W FOR A DISTANCE OF 1,370.05 FEET; THENCE N89°28'09"E FOR A DISTANCE OF 1,330.88 FEET; THENCE N01°07'07"W FOR A DISTANCE OF 1,372.35 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 34; THENCE N89°43'57"E ALONG SAID NORTHERLY SECTION LINE FOR A DISTANCE OF 1,332.59 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #1 OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 816.032 ACRES, MORE OR LESS.

**TOGETHER WITH:**

THENCE RETURNING TO SAID POINT "A" FOR CONVENIENCE; THENCE S01°21'27"E ALONG SAID EAST LINE OF SECTION 10 FOR A DISTANCE OF 253.96 FEET TO THE POINT OF BEGINNING #2; THENCE CONTINUE ALONG SAID SECTION LINE S01°21'27"E FOR A DISTANCE OF 4,302.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE S88°09'55"W ALONG SAID SECTION LINE FOR A DISTANCE OF 4,717.40 FEET; THENCE DEPARTING SAID SECTION LINE N39°18'01"W FOR A DISTANCE OF 947.89 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 10; THENCE N01°34'45"W ALONG SAID WEST LINE FOR A DISTANCE OF 1,710.24 FEET; THENCE DEPARTING SAID SECTION LINE S85°38'01"E FOR A DISTANCE OF 1,194.11 FEET; THENCE S81°13'56"E FOR A DISTANCE OF 872.71 FEET; THENCE S86°05'07"E FOR A DISTANCE OF 454.06 FEET; THENCE N14°19'57"E FOR A DISTANCE OF 844.28 FEET; THENCE N86°44'53"E FOR A DISTANCE OF 1,160.63 FEET TO THE AFOREMENTIONED POINT OF BEGINNING #2 OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 342.183 ACRES, MORE OR LESS.

THE COMBINED PARCELS OF LAND CONTAIN 1,158.195 ACRES, MORE OR LESS.

W:\Tomoka\0\0\08-00C\072007\1708JFLCJ Ormond X-ing\10-7083-FLAG-SL.dwg

**SURVEYOR'S NOTES**

1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA; BEING S88°09'55"W.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

**ABBREVIATIONS**

R/W=RIGHT OF WAY  
 ORB=OFFICIAL RECORD BOOK  
 T/TWP=TOWNSHIP

MB=MAP BOOK  
 S/SECT=SECTION  
 R/RNG=RANGE

SIGNED:   
 KENNETH J. KILAR  
 FLA. PROFESSIONAL SURVEYOR/MAPPER #9105



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING AND SURVEYING SINCE 1976  
 DAYTONA BEACH, FLORIDA/PALM COAST  
 Main Office: 1110 LPGA Blvd, Suite 114, Daytona Beach, FL 32117  
 Phone: 386-274-1800 Fax: 386-274-1802  
 email: tomoka@comcast.net website: www.tomoka-eng.com

**SKETCH  
AND  
DESCRIPTION**

PROJECT NO. FLC708302  
 DRAWING REF. NO. 7083-FLAG-SL  
 DATE: 02/02/2010  
 SHEET NO. 2 OF 2

Prepared by:  
William I. Livingston, President/Manager  
Tomoka Holdings, LLC  
1 Corporate Drive, Suite 3A  
Palm Coast, FL 32137

Return recorded original to:  
Office of General Counsel  
St. Johns River Water Management District  
4049 Reid Street  
Palatka, FL 32177-2529

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this 15<sup>th</sup> day of July, 2009 by LAKE SWAMP, LLC, a Florida limited liability company, having an address at One Corporate Drive, Suite 3A, Palm Coast, FL 32137 ("Grantor"), jointly in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P. O. Box 1429, Palatka, Florida 32178-1429 ("Grantee"), and the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, having a mailing address at 3900 Commonwealth Boulevard, Tallahassee, FL 32399 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in FLAGLER County and VOLUSIA County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference as LAKE SWAMP MITIGATION BANK (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit #4-035-104433-1 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement").

Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation, except as set forth in permit # 4-035-104433-1.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, except as set forth in permit # 4-035-104433-1.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition, except as set forth in permit # 4-035-104433-1.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, which are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement. Additionally, the Grantor reserves unto itself the right to perform all enhancement, maintenance, and monitoring activities, as set forth in permit # 4-035-104433-1.

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of FLAGLER County, Florida, and shall rerecord it at any time Grantee may require to preserve

its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:  
Lake Swamp, LLC, a Florida limited liability company

Signature: Myra L. McAdams  
Printed Name: Myra L. McAdams

Signature: William I. Livingston  
William I. Livingston  
Vice President/Manager

Signature: Danielle M. Dahl  
Printed Name: Danielle M. Dahl

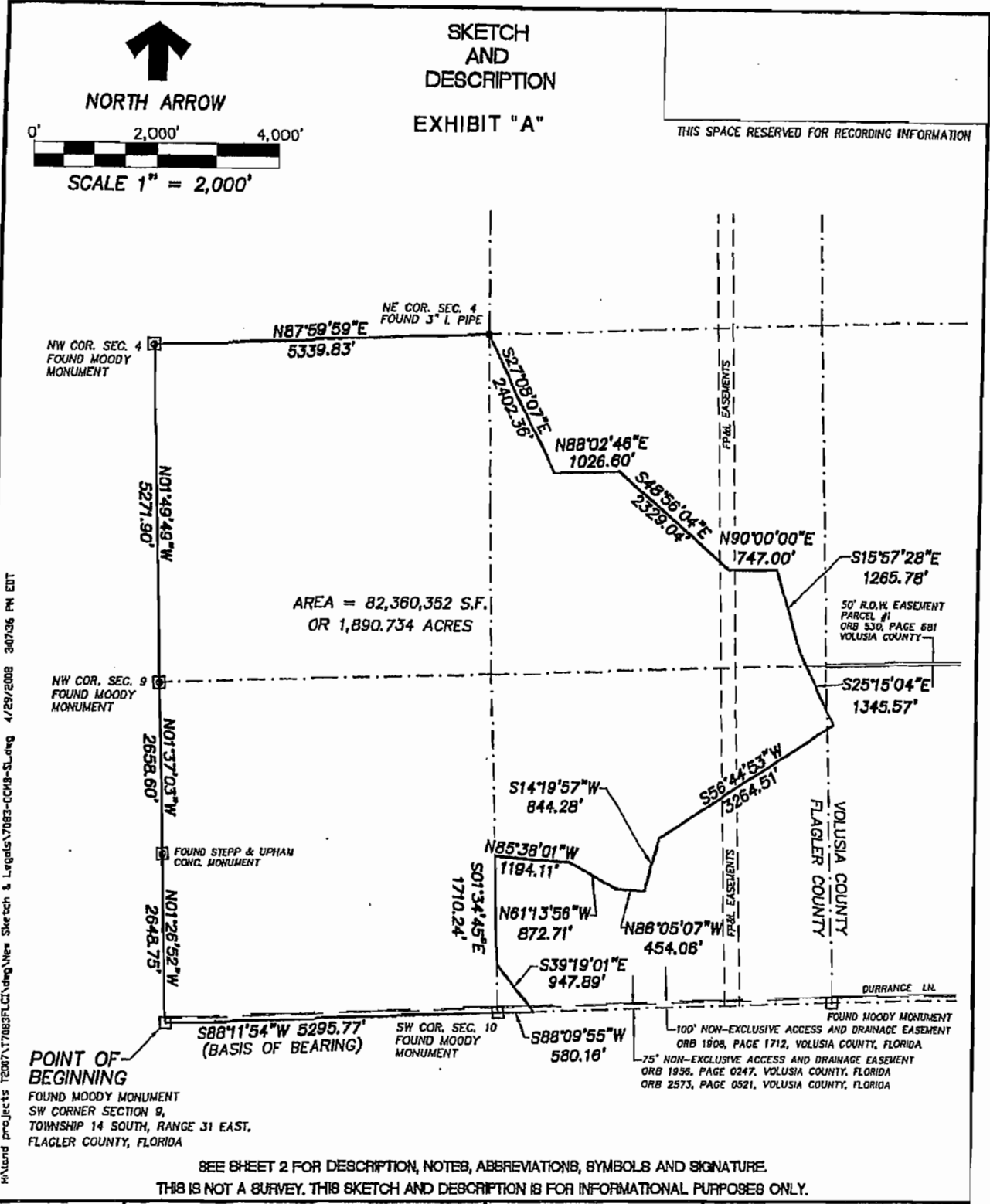
STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 1st day of July, 2009, by William I. Livingston, Vice President/Manager of Tomoka Holdings, LLC, a Florida limited liability company, as Sole Member of Lake Swamp LLC, a Florida limited liability company, who is personally known to me and who did not take an oath.

Danielle M. Dahl  
Notary Public, State of Florida at Large

My Commission Expires: \_\_\_\_\_  
Serial No. \_\_\_\_\_  
DANIELLE M. DAHL  
MY COMMISSION # DD 471402  
EXPIRES: January 13, 2010  
Banded Thru Budget Notary Services





H:\land projects\T2007\T7083FLCI\ndwg\New Sketch & Legals\7083-OCMB-SL.dwg 4/29/2008 3:07:36 PM EDT

SEE SHEET 2 FOR DESCRIPTION, NOTES, ABBREVIATIONS, SYMBOLS AND SIGNATURE.  
 THIS IS NOT A SURVEY. THIS SKETCH AND DESCRIPTION IS FOR INFORMATIONAL PURPOSES ONLY.



**TOMOKA ENGINEERING**  
 A WADE TRIM COMPANY  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
 Phone: 386-274-1600 Fax: 386-274-1602  
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

SKETCH  
 AND  
 DESCRIPTION

PROJECT NO.	T7083FLCI
DRAWING REFERENCE NO.	7083-OCMB-SL
DATE	04/30/2008
SHEET NO.	1 OF 2

**SKETCH  
AND  
DESCRIPTION**

THIS SPACE RESERVED FOR RECORDING INFORMATION

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LOCATED IN GOVERNMENT SECTIONS 3, 4, 9 AND 10, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, AND GOVERNMENT SECTION 11, TOWNSHIP 14 SOUTH, RANGE 31 WEST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9, THENCE N01°26'52"W ALONG THE WEST LINE OF SAID SECTION 9 FOR A DISTANCE OF 2648.75 FEET; THENCE N01°37'03"W ALONG SAID WEST LINE OF SECTION 9 FOR A DISTANCE OF 2658.60 FEET TO THE NORTHWEST CORNER OF SAID SECTION 9, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE N01°49'49"W ALONG THE WEST LINE OF SAID SECTION 4 FOR A DISTANCE OF 5271.90 FEET TO THE NORTHWEST CORNER OF SAID SECTION 4; THENCE N87°59'59"E ALONG THE NORTH LINE OF SAID SECTION 4 FOR A DISTANCE OF 5339.83 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE DEPARTING SAID NORTHEAST CORNER S27°08'07"E FOR A DISTANCE OF 2402.36 FEET; THENCE N88°02'46"E FOR A DISTANCE OF 1026.60 FEET; THENCE S48°56'04"E FOR A DISTANCE OF 2329.04 FEET; THENCE N90°00'00"E FOR A DISTANCE OF 747.00 FEET; THENCE S15°57'28"E FOR A DISTANCE OF 1265.78 FEET; THENCE S25°15'04"E FOR A DISTANCE OF 1345.57 FEET; THENCE S56°44'53"W FOR A DISTANCE OF 3264.51 FEET; THENCE S14°19'57"W FOR A DISTANCE OF 844.28 FEET; THENCE N86°05'07"W FOR A DISTANCE OF 454.06 FEET; THENCE N61°13'56"W FOR A DISTANCE OF 872.71 FEET; THENCE N85°38'01"W FOR A DISTANCE OF 1194.11 FEET; THENCE S01°34'45"E FOR A DISTANCE OF 1710.24 FEET; THENCE S39°19'01"E FOR A DISTANCE OF 947.89 FEET TO THE SOUTH LINE OF SAID SECTION 10; THENCE S88°09'55"W ALONG SAID SOUTH LINE OF SECTION 10 FOR A DISTANCE OF 580.16 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 10, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE S88°11'54"W ALONG THE SOUTH LINE OF SAID SECTION 9 FOR A DISTANCE OF 5295.77 FEET TO THE AFOREMENTIONED POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 82,360,352 SQUARE FEET, OR 1,890.734 ACRES, MORE OR LESS.

W:\Tomoka\0\JOB-DOC\072007\7083FLC1 Ormond X-ings\LD-7083-OCMB-SL.doc

K:\land projects\7083\7083-OCMB-SL.dwg 4/29/2008 3:07:35 PM EDT  
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**SURVEYOR'S NOTES:**

1. BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT SECTION 9, TOWNSHIP 14 SOUTH, RANGE 31 EAST, BEING S88°11'54"W.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR / MAPPER.
3. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS AND/OR OTHER MATTERS NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE COUNTY PUBLIC RECORDS.
4. THIS IS A GRAPHIC ILLUSTRATION FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO DEPICT A FIELD SURVEY. THIS IS NOT A BOUNDARY SURVEY.

I HEREBY CERTIFY THIS TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL  
 GAIL WADSWORTH  
 CLERK OF COURTS  
 By *[Signature]*

**ABBREVIATIONS**

- |                                |                           |
|--------------------------------|---------------------------|
| C=CURVE                        | POB=POINT OF BEGINNING    |
| D=DELTA                        | POC=POINT OF COMMENCEMENT |
| R=RADIUS                       | MB=MAP BOOK               |
| L=LENGTH                       | S/SECT=SECTION            |
| CH=CHORD                       | R/RNG=RANGE               |
| TB=TANGENT BEARING             | T/TWP=TOWNSHIP            |
| CB=CHORD BEARING               | I.D=IDENTIFICATION        |
| R/W=RIGHT OF WAY               | CONC=CONCRETE             |
| CL=CENTER LINE                 | (R)=RECORD                |
| PRC=POINT OF REVERSE CURVATURE | (F)=FIELD MEASURED        |
| PC=POINT OF CURVE              | ORB=OFFICIAL RECORD BOOK  |
| PT=POINT OF TANGENCY           | (NR)=NON-RADIAL           |
| PI=POINT OF INTERSECTION       | (RAD)=RADIAL              |
| PB=PLAT BOOK                   |                           |
| PG=PAGE                        |                           |

4/30/08

SIGNED: *[Signature]*  
 KENNETH J. KUHAJ  
 FLA. PROFESSIONAL SURVEYOR/MAPPER #6105



**TOMOKA ENGINEERING**  
 CIVIL ENGINEERING & LAND SURVEYING SINCE 1976  
 DAYTONA BEACH FLAGLER/PALM COAST  
 Main Office: 1410 LPGA Blvd, Suite 148, Daytona Beach, FL 32117  
 Phone: 386-274-1600 Fax: 386-274-1602  
 email: tomoka@tomoka-eng.com website: www.tomoka-eng.com

**SKETCH  
AND  
DESCRIPTION**

PROJECT NO.	T7083FLC1
DRAWING REFERENCE NO.	7083-OCMB-SL
DATE	04/30/2008
SHEET NO.	2 OF 2

This instrument prepared by and returned to:  
William I. Livingston, Esquire  
Tomoka Holdings, LLC  
145 City Place, Suite 300  
Palm Coast, Florida 32164

Tax ID #s:

**Flagler County:** 09-14-31-0000-01010-0000  
10-14-31-0000-01010-0000  
10-14-31-0000-01010-0010

**Volusia County:** 11-14-31-00-00-0010

### **QUIT CLAIM DEED**

This Quit Claim Deed executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by **Tomoka Holdings, LLC, a Florida limited liability company** and **Lake Swamp, LLC, a Florida limited liability company**, both with offices at 145 City Place, Suite 300, Palm Coast, FL 32164, collectively "First Party, to **Flagler County**, a political subdivision of the State of Florida, with offices at 1769 East Moody Boulevard, Building #2, Suite 303, Bunnell, FL 32110, Second Party:

(Wherever used herein the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation, wherever the context so admits or requires.)

W I T N E S S E T H: that the first party, for and in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by the second party, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise, release and quit-claim to the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Flagler and County of Volusia, State of Florida, to-wit:

**A 100 foot right-of-way over and upon the Southerly 100 feet of Sections 9 and 10, Township 14 South, Range 31 East, all in Flagler County, Florida**

**AND**

**A 100 foot right-of-way over and upon the Southerly 100 feet of Section 11, Township 14 South, Range 31 East, in Volusia County, Florida (collectively the "Real Property")**

**Reserving unto the First Party, its successors and/or assigns, an easement for access, ingress, egress and passage by vehicles and pedestrians, and for drainage and utility purposes, over, under and across the Real Property.**

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to

the only proper use, benefit and behoof of the said second party, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed and sealed in its name by its President as of the day and year first above written.

WITNESSES:

**Tomoka Holdings, LLC**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
William I. Livingston, President/Manager

\_\_\_\_\_  
Print Name:

Attest:  
By: \_\_\_\_\_  
Eileen L. Linehan, Assistant Secretary

WITNESSES:

**Lake Swamp, LLC**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
William I. Livingston, President/Manager

\_\_\_\_\_  
Print Name:

Attest:  
By: \_\_\_\_\_  
Eileen L. Linehan, Assistant Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by William I. Livingston and Eileen L. Linehan, the President/Manager and Assistant Secretary, respectively, of both Tomoka Holdings, LLC and Lake Swamp, LLC, both Florida limited liability companies on behalf of the companies. They are known to me and did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:

**Flagler County  
Board of County Commissioners**

**April 11, 2011 Workshop**

**Minutes**

**Item #4 – Durrance Lane Update**

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 11, 2011

WORKSHOP

Present: Chairman Alan Peterson, Vice Chair Barbara Revels, Commissioners George Hanns, Milissa Holland and Nate McLaughlin, Clerk Gall Wadsworth, County Administrator Craig Coffey, County Attorney Al Hadeed and Clerk's Secretary to the Board Rhea Cosgrove

ITEM 1 - CALL TO ORDER

Chairman Peterson called the workshop to order at 9:00 a.m. in the Emergency Operations Center of the Government Services Complex in Bunnell, Florida.

ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chairman Peterson led the Pledge to the Flag and requested a moment of silence.

ITEM 3 - WELCOME: FLAGLER COUNTY BOARD CHAIR

No comments.

ITEM 4 - DURRANCE LANE UPDATE

County Administrator Coffey noted the item was in regards to an easement over property owned by Palm Coast Holdings that was approximately three miles in Flagler County and two miles in Volusia County. He asked if the BCC was interested in taking it over and noted the County was in receipt of a memo from Palm Coast Holdings saying the easement was a liability for them and they were going to get rid of it and if the County was not interested it would be given to a private individual (copy of memo on file in the Clerk's Office). Stated if the BCC was interested in improving the quality of the road now would be the time and staff would research and coordinate with Volusia County then bring it back, but if not he would write a letter to Palm Coast Holdings stating that. Pointed out if the BCC wanted to take over the road the County would not be spending thousands of dollars, but the residents would notice an improvement in maintenance. Noted the road would add it as part of the annual road maintenance and gas tax calculation the County did with the municipalities.

Chairman Peterson asked if the segment of the road in Volusia County was paved.

County Administrator Coffey stated it consisted of Tomoka Holdings, LLC property and one small section that was Junior Strickland's easement. Commented he had been told there were agricultural easements in order to access agricultural property.

Commissioner Revels asked how many roads the County maintained that were not publicly owned rights-of-way that were subdivided lands that did not go through the subdivision process. Noted she was only talking about where a road was going over an easement on property.

April 11, 2011  
Workshop

**(Item 4 – continued)**

Adam Mengel, Planning and Zoning Director, replied if any, there were very few where the County maintained something that was private access. Commented in regards to Daytona North the MSTU (Municipal Servicing Taxable Unit) statutory language required the County had right-of-way.

County Administrator Coffey stated in this case the County would receive a right-of-way deed from Tomoka Holdings.

Mr. Mengel noted they started out as agricultural easements and the County had issued permits off the easements, as did the City of Ormond Beach, which was recognition on the part of two local governments that it was a suitable easement for other than agriculture purposes.

Chairman Peterson asked how long the houses had been there.

Mr. Mengel replied he believed it was 1992 or 1993.

Commissioner McLaughlin noted it would clean up some questions of ingress and egress to the area. Pointed out the County had land coming to it and would want to have access for Flagler County citizens.

There was discussion on gas tax.

Commissioner Holland questioned the maintenance cost.

County Administrator Coffey replied initially the amount would be what it took to run a road grader and that would be incorporated into a maintenance schedule and then shell would be added as needed and the drainage looked at. Stated staff had not yet fully evaluated the road.

Commissioner Holland stated she was concerned with the unknowns.

Chairman Peterson asked how the BCC could make a decision without knowing what Volusia County would do with its portion of the road which would have to be traveled over to get to the Flagler County portion. Stated Tomoka Holdings was concerned with liability, but he asked if the County would have liability if it accepted.

County Administrator Coffey replied the County had liability every time it accepted a road, but the benefit would be to the citizens and for the public good.

Commissioner Revels asked if it served 20 households now was there potential for serving more in the future and any further subdivision would have to go through the County's process.

April 11, 2011  
Workshop

**(Item 4 – continued)**

Mr. Mengel agreed and stated the possibility of other homes was very real.

Commissioner Holland asked if the original DRI (Development of Regional Impact) language required the developer to bring the road up to a certain standard.

County Administrator Coffey stated in Phase 1 it required the developer to donate a strip of land and upgrade it to dirt level, then at the 700-plus building permitted units it would be required to pave the strip.

Commissioner McLaughlin noted it was privately held property and the BCC could not hold the developer to upgrade someone else's property.

There was further discussion.

Chairman Peterson asked if the County accepted the road could it create a special taxing district.

County Administrator Coffey replied yes, that could always be done.

County Attorney Hadeed stated he was not sure Flagler County could create a taxing district in another county and noted the entire limit of the road being proposed was in another county.

County Administrator Coffey stated the County would not create a taxing district in another county and there were two segments to the road; approximately three miles in Flagler County and two miles in Volusia County.

County Attorney Hadeed asked for clarification if they were referring only to Durrance Lane, which was the portion owned by Tomoka Holdings.

Commissioner McLaughlin stated just the portion within Flagler County.

County Attorney Hadeed stated he did not believe any of Durrance Lane was physically located in Flagler County, which was the reason why it had the split name and the reason why there was argumentation between the owners; the owners being Junior Strickland and those that were outside of the area.

County Administrator Coffey stated it was Lake Swamp, LLC that directly bordered the entire mitigation bank and was owned by Tomoka, LLC, which was the three-mile section in Flagler County.



April 11, 2011  
Workshop

**(Item 4 – continued)**

Commissioner Revels pointed out the two maps in the backup contradicted each other; one showed Strickland Road in Flagler County and Durrance Lane in Volusia County. She asked if the map was wrong.

County Administrator Coffey replied in the staff report it was written as “Strickland Road/ Durrance Lane” and noted it was a contiguous road whatever they wanted to call it.

There was further discussion.

Commissioner Holland stated she did not see a direct benefit for the County to do it.

County Administrator Coffey stated if the BCC ever wanted to address the road situation this would be the time before it was parceled out.

Commissioner McLaughlin stated he was in favor of receiving it because the County would be receiving land at the end of the road and this would provide the access to it. Noted the County could completely be cut off by the private owner of the road.

Commissioner Holland noted there was a lot of old language that needed to be cleaned up.

Commissioner Revels stated she could somewhat support the idea of the dirt maintenance if the County received a donation from Tomoka Holdings. Stated when staff came back with a plan she wanted to know what Volusia County and Ormond Beach were willing to do.

Commissioner Hanns wanted it made clear to the people that lived there, if the road was accepted by the County and it was paved it would be at their expense, just like it was done in the Hammock. Stated he did not know why the County was waiting until January to receive the land and felt that should be expedited. Stated there were many things that needed to be worked out and brought back to the BCC before he would be willing to accept it.

Commissioner Revels questioned the drainage plan to improve the road.

County Administrator Coffey stated he would research the cost to maintain, evaluate a special taxing district, evaluate the road for major deficiencies and coordinate with Volusia County and Ormond Beach. Noted he would also investigate the Junior Strickland portion.

There was further discussion on DRI language.

Commissioner Holland stated she had to go back and look at the DRI language.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING / AGENDA ITEM # 20**

**SUBJECT:** Approval of Fiscal Year 2011-12 Assessment Rates and Assessment Rolls for the Daytona North Service District, the Bimini Gardens Municipal Service Benefit Unit, the Espanola Special Service District, the Rima Ridge Special Service District, the Colbert Lane Extension Benefitted Land Special Assessment District, the Flagler Estates MSTU, and the Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** Beginning in 1991, the Board of County Commissioners has levied a number of non-ad valorem assessments for a variety of services. The public hearing being held today is for the purpose of approving the assessment rates and assessment rolls for fiscal year 2011-12. The assessments to be considered as a part of this public hearing include the following:

The Daytona North Service District was originally created on December 29, 1983 for the purpose of maintenance and paving of roadways. The proposed fiscal year 2011-12 assessment rate of \$0.58 per front foot of benefitted property has remained constant since fiscal year 1992-93. The proposed rate will allow the continuation of services within the District.

The Bimini Gardens Municipal Service Benefit Unit was created, pursuant to Flagler County Ordinance 99-91 on December 20, 1999, for road projects and services. Since fiscal year 1992-93, the assessment rate has remained constant at \$0.58 per front foot of benefitted property.

On February 28, 2002 the Board of County Commissioners approved the creation of Espanola Special Assessment District for the purpose of providing mosquito control services. The proposed fiscal year 2011-12 assessment rate of \$11.76 per special assessment unit has remained constant. The proposed rate will allow the continuation of services within the District.

On February 28, 2002 the Board of County Commissioners approved the creation of Rima Ridge Special Assessment District for the purpose of providing mosquito control services. The proposed fiscal year 2011-12 assessment rate of \$14.62 per special assessment unit has remained constant. The proposed rate will allow the continuation of services within the District.

The \$3,730,000 Special Assessment Bond, Series 2002 was issued in December 2002 to refund the \$6,205,000 Special Assessment Revenue Bonds, Series 1991 which financed the construction of extensions and improvements to Colbert Lane, along with

two park access roads. The Special Assessment Bond, Series 2002 was issued to take advantage of the lower interest rates available in the marketplace, and was underwritten by Bank of America. The final maturity of the Special Assessment Bond, Series 2002 is scheduled to occur in July, 2014. The principal and interest on these bonds are payable solely from and secured by a prior lien upon and pledge of the proceeds of a special assessment levied against all property determined to be specifically benefitted by the project within the Colbert Lane Extension Benefitted Land Special Assessment District. The benefit is allocated on a per acre basis for the benefitted property. The proposed fiscal year 2011-12 assessment rate of \$155 per acre represents a reduction of \$5 from the current assessment rate of \$160 per acre which remained constant since they were first reduced to that rate (from \$170 per acre) in fiscal year 2008-09. Because of the accumulation of debt service reserves, depending on our fiscal year 2011-12 collection history, this may be the last year this assessment will be levied.

On August 15, 2005 the Board established the Flagler Estates MSTU. Services to be provided include fire protection, law enforcement, recreation services, facilities, water, alternate water supplies, sidewalks, streets, street lighting, garbage, transportation, emergency services, and indigent health care and other essential governmental purposes. At this time an associated budget has not been established. Accordingly, no non-ad valorem assessment is contemplated for the Flagler Estates MSTU in fiscal year 2011-12.

The Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District was created pursuant to the provisions of Flagler County Ordinance Number 07-08, dated July 9, 2007. The stated purpose of this district "is to assure that all solid waste generated and accumulated within Flagler County shall be collected, removed and disposed of by an authorized collector, except as otherwise provided herein, in a proper, sanitary and efficient manner, to eliminate illegal dumping within the county, to provide an effective method of collecting the special assessment charges provided herein, and to promote the general health, safety and welfare of the citizens of Flagler County, Florida". Special assessments were imposed against benefitted properties in this district for the first time in fiscal year 2007-08 at a rate of \$231.24 per residential unit. The proposed rate for fiscal year 2011-12 totals \$249.36, which is the same as the rate levied for the past three fiscal years (2008-09, 2009-10, and 2010-11).

**FUNDING INFORMATION:** Special Assessment Revenues generated from the non-ad valorem assessments contemplated in the attached resolution have been included within the appropriate funds in the proposed fiscal year 2011-12 budget document, scheduled for initial consideration at the September 8, 2011 public hearing.

**DEPT./CONTACT/PHONE #:** Thomas P. Klinker 313-4008

**RECOMMENDATIONS:** Request the Board of County Commissioners approve the attached resolution approving the assessment rolls and setting the non-ad valorem assessment rates as follows:

<u>Entity</u>	<u>Fiscal Year 2011-12 Assessment Rate</u>
The Daytona North Service District	\$0.58 per front foot
The Bimini Gardens Municipal Service Benefit Unit	\$0.58 per front foot
The Espanola Special Service District	\$11.76 per special assessment unit
The Rima Ridge Special Service District	\$14.62 per special assessment unit
The Colbert Lane Extension Benefitted Land Special Assessment District	\$155.00 per acre
The Flagler Estates MSTU	\$0.00 per parcel
The Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District	\$249.36 per residential unit

**ATTACHMENTS:**

Resolution Approving Special Assessment Rolls and Special Assessment Rates. DR-408A Forms for each of the Non-ad Valorem Special Assessment Districts (6).

*TP Klinker*

Thomas P. Klinker, CPA, CGFO, CPFO  
Financial Services Director

July 28, 2011

Date

*Craig M. Coffey*

Craig M. Coffey  
County Administrator

July 28, 2011

Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
<i>TS</i>	7-28-11
<i>JK</i>	07/28/11

**RESOLUTION NO. 2011-\_\_\_\_\_**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY FLORIDA RELATING TO THE DAYTONA NORTH SERVICE DISTRICT, THE BIMINI GARDENS MUNICIPAL SERVICE BENEFIT UNIT, THE ESPANOLA SPECIAL SERVICE DISTRICT, THE RIMA RIDGE SPECIAL SERVICE DISTRICT, THE COLBERT LANE EXTENSION BENEFITTED LAND SPECIAL ASSESSMENT DISTRICT, THE FLAGLER ESTATES MSTU, AND THE FLAGLER COUNTY MANDATORY SOLID WASTE COLLECTION AND DISPOSAL SPECIAL ASSESSMENT DISTRICT; DETERMINING SPECIAL BENEFIT FOR EACH ENTITY; APPROVING THE ASSESSMENT RATES AND ASSESSMENT ROLLS FOR EACH ENTITY FOR FISCAL YEAR 2011-12; DIRECTING THAT THE ASSESSMENT ROLLS BE CERTIFIED TO THE FLAGLER COUNTY PROPERTY APPRAISER AND TAX COLLECTOR; PROVIDING FOR COLLECTION; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Board of County Commissioners (the "Board") of Flagler County, Florida (the "County") has previously created The Daytona North Service District, The Bimini Gardens Municipal Service Benefit Unit, The Espanola Special Service District, The Rima Ridge Special Service District, The Colbert Lane Extension Benefitted Land Special Assessment District, The Flagler Estates MSTU, and the Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District (the entities); and

**WHEREAS**, the Board has previously adopted resolutions of intent to collect non-ad valorem assessments according to the uniform method for the levy, collection, and enforcement of non-ad valorem assessments within the entities in accordance with Section 197.3632, Florida Statutes; and

**WHEREAS**, the Board has conducted a public hearing on this date at which comments and objections of all interested persons were heard and considered as required by law;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA:**

**SECTION 1. AUTHORITY.** This Resolution is adopted pursuant to the ordinances and resolutions creating each of the respective entities and other applicable provisions of law.

**SECTION 2. PROPERTY SPECIALLY BENEFITED.** It is hereby determined that each parcel of property located within each of the respective entities which is subject to a non-ad valorem assessment is specially benefited by the services, facilities, programs and improvements funded by the assessments approved herein and that the assessments approved herein are fairly and reasonably apportioned among the specially benefited properties.

**SECTION 3. ADOPTION OF NON-AD VALOREM ASSESSMENT ROLLS.** The assessment rates for each of the respective entities, as set forth below are hereby approved for Fiscal Year 2011-2012:

<b>Entity</b>	<b>Approved Fiscal Year 2011-12 Assessment Rate</b>
The Daytona North Service District	\$0.58 per front foot
The Bimini Gardens Municipal Service Benefit Unit	\$0.58 per front foot
The Espanola Special Service District	\$11.76 per special assessment unit
The Rima Ridge Special Service District	\$14.62 per special assessment unit
The Colbert Lane Extension Benefitted Land Special Assessment District	\$155.00 per acre
The Flagler Estates MSTU	\$0.00 per parcel
The Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District	\$249.36 per residential unit

The assessment roll for the entities, a copy of which is incorporated herein by reference, is hereby approved.

**SECTION 4. COLLECTION OF ASSESSMENTS.**

(A) The special assessments reflected in the assessment rolls approved pursuant to Section 3 hereof shall be collected pursuant to the Uniform Assessment Collection Act. The Chairman/Vice Chairman of the Board of County Commissioners is hereby authorized to execute the attached Certificates to Non-Ad Valorem Assessment Roll Form DR-408A for each entity and the County Administrator is hereby authorized and directed to deliver or cause the delivery of the Form DR-408As and the assessment rolls to the Property Appraiser and Tax Collector, in the manner prescribed by section 197.3632, Florida Statutes.

(B) Assessments imposed within the entities shall constitute a lien against assessed real property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption of this Resolution and shall attach to the real property included on the assessment rolls as of January 1, 2011, the lien date for ad valorem taxes.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of August, 2011.

Board of County Commissioners  
Flagler County, Florida

---

Alan Peterson, Chairman

Attest:

---

Gail Wadsworth, Clerk of the Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners

Approved as to form:

---

Albert J. Hadeed  
County Attorney



**CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**I, THE UNDERSIGNED, HEREBY CERTIFY** that, I am the Chairman/Vice Chairman of the Board of County Commissioners, or authorized agent of Flagler County, Florida (the "County") located in Bunnell, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the Daytona North Service District (the "Non-Ad Valorem Assessment Roll") for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

**I FURTHER CERTIFY** that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2011.

**IN WITNESS WHEREOF**, I have subscribed this certificate, caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll and directed the same be delivered to the Flagler County Tax Collector this 15th day of August, 2011.

**FLAGLER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alan Peterson, Chairman  
Board of County Commissioners





**CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**I, THE UNDERSIGNED, HEREBY CERTIFY** that, I am the Chairman/Vice Chairman of the Board of County Commissioners, or authorized agent of Flagler County, Florida (the "County") located in Bunnell, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the Bimini Gardens Municipal Service Benefit Unit (the "Non-Ad Valorem Assessment Roll") for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

**I FURTHER CERTIFY** that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2011.

**IN WITNESS WHEREOF**, I have subscribed this certificate, caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll and directed the same be delivered to the Flagler County Tax Collector this 15th day of August, 2011.

**FLAGLER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alan Peterson, Chairman  
Board of County Commissioners



**CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**I, THE UNDERSIGNED, HEREBY CERTIFY** that, I am the Chairman/Vice Chairman of the Board of County Commissioners, or authorized agent of Flagler County, Florida (the "County") located in Bunnell, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the Espanola Special Service District (the "Non-Ad Valorem Assessment Roll") for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

**I FURTHER CERTIFY** that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2011.

**IN WITNESS WHEREOF**, I have subscribed this certificate, caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll and directed the same be delivered to the Flagler County Tax Collector this 15th day of August, 2011.

**FLAGLER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alan Peterson, Chairman  
Board of County Commissioners



**CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**I, THE UNDERSIGNED, HEREBY CERTIFY** that, I am the Chairman/Vice Chairman of the Board of County Commissioners, or authorized agent of Flagler County, Florida (the "County") located in Bunnell, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the Rima Ridge Special Service District (the "Non-Ad Valorem Assessment Roll") for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

**I FURTHER CERTIFY** that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2011.

**IN WITNESS WHEREOF**, I have subscribed this certificate, caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll and directed the same be delivered to the Flagler County Tax Collector this 15th day of August, 2011.

**FLAGLER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alan Peterson, Chairman  
Board of County Commissioners



**CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**I, THE UNDERSIGNED, HEREBY CERTIFY** that, I am the Chairman/Vice Chairman of the Board of County Commissioners, or authorized agent of Flagler County, Florida (the "County") located in Bunnell, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the Colbert Lane Extension Benefitted Land Special Assessment District (the "Non-Ad Valorem Assessment Roll") for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

**I FURTHER CERTIFY** that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2011.

**IN WITNESS WHEREOF**, I have subscribed this certificate, caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll and directed the same be delivered to the Flagler County Tax Collector this 15th day of August, 2011.

**FLAGLER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alan Peterson, Chairman  
Board of County Commissioners



**CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**I, THE UNDERSIGNED, HEREBY CERTIFY** that, I am the Chairman/Vice Chairman of the Board of County Commissioners, or authorized agent of Flagler County, Florida (the "County") located in Bunnell, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the Flagler County Mandatory Solid Waste Collection and Disposal Special Assessment District (the "Non-Ad Valorem Assessment Roll") for the aforesaid County is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

**I FURTHER CERTIFY** that, in accordance with the Uniform Assessment Collection Act, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Flagler County Tax Collector by September 15, 2011.

**IN WITNESS WHEREOF**, I have subscribed this certificate, caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll and directed the same be delivered to the Flagler County Tax Collector this 15th day of August, 2011.

**FLAGLER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Alan Peterson, Chairman  
Board of County Commissioners

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC HEARING / AGENDA ITEM # 21**

**SUBJECT:** Public Hearing to Amend the Fiscal Year 2010-2011 Budget

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** As outlined in Section 129.06, Florida Statutes, a public hearing must be held for the purpose of amending the budget in those instances where the budget for a particular fund is increased/decreased in total as a result of increases/decreases to revenues and other receipts from sources anticipated in the budget as originally adopted. It is necessary to increase/decrease appropriations in the various funds listed in Schedule A.

The proposed budget amendment may be summarized as follows:

1. Increase/Decrease Cash Carry Forward for funds to adjust encumbrance and project rollovers not completed during fiscal year 2009-10, appropriate revenue for Domestic Violence, and transfer remainder of ESL Series 1998 to new ESL Debt Service fund. These funds include:

Fund 001 – General Fund	\$ 5,000
Fund 192- Domestic Violence	2,562
Fund 203 – ESL Series 1998	<u>33,000</u>
Subtotal	\$40,562

2. Increase in Intergovernmental Revenue for funds to adjust grant proceeds for various purposes. These funds include:

Fund 001 – General Fund	\$33,954
Fund 112 – Constitutional Gas Tax	1,760,416
Fund 310 - Major Capital Projects	11,900
Fund 401 – Airport	<u>-338,540</u>
Subtotal	\$1,467,730

- Increase in miscellaneous and other revenue above the original budgeted amount to include donations for the Library, interest, sale of scrap metal, timber sales at Bulow, CBE training funds, sale of fuel at the Airport and increase in number of waste collection accounts (includes 5% Statutory Reduction):

Fund 001 - General Fund	\$99,939
Fund 192 – Domestic Violence	1,919
Fund 203 – ESL Series 1998	-1,650
Fund 219 – ESL Series 2009	3,325
Fund 401 – Airport	305,187
Fund 405 – Waste Management	<u>55,000</u>

Subtotal \$463,720

- Increase in Interfund Transfers above the original budgeted amount to include reimbursements to the General Fund from Fund 192 Domestic Violence, and ESL Series 2009 from ESL Series 1998:

Fund 001 – General Fund	\$4,356
Fund 219 – ESL Debt Service	<u>31,250</u>

Subtotal \$35,606

**TOTAL \$2,007,618**

The procedures to be followed at the public hearing are as follows:

- Publicly read (by title only) the resolution, **“A Resolution to Amend, By Supplemental Budget, the Fiscal Year 2010-11 Budget in the Amount of \$2,007,618”** (Tom Klinker, Financial Services Director).
- Allow comments from the public regarding the proposed resolution (Chair Alan Peterson).
- Adopt the resolution.

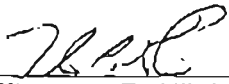
**FUNDING INFORMATION:** If approved as presented, the resolution will increase the amended fiscal year 2010-2011 budget by \$2,007,618, or 1.3505%, from \$148,655,947 to \$150,663,565.


**DEPT./CONTACT/PHONE #:** Thomas P. Klinker, CPA, CGFO, CPFO,  
Financial Services Director 313-4008

**RECOMMENDATIONS:** Request the Board approve Resolution Number 2011-\_\_ amending the fiscal year 2010-11 budget in the amount of \$2,007,618 for various funds as detailed in Schedule A to the resolution.

**ATTACHMENTS:**

1. Resolution to amend, by supplemental budget, the fiscal year 2010-11 budget in the amount of \$2,007,618
2. Schedule A "Revenues and Expenditures Summary by Fund"
3. Schedule B "Schedule of Changes for the Fiscal Year 2010-2011 Approved Budget"
4. Notice of Budget Amendment Hearing (will Publish in the Flagler/Palm Coast News-Tribune on August 13, 2011).
5. News-Tribune Legal Advertisement Appearing August 13, 2011

  
\_\_\_\_\_  
Thomas P. Klinker, CPA, CGFO, CPFO  
Financial Services Director  
  
August 9, 2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Craig M. Coffey  
County Administrator  
  
10 August 2011  
\_\_\_\_\_  
Date

Deputy County Admin.  
Financial Services  
Legal

Initials	Date
SS	8-9-11
JK	8/9/11
AK	8/9/11



RESOLUTION NO 2011- \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND, BY SUPPLEMENTAL BUDGET, THE FISCAL YEAR 2010-2011 BUDGET IN THE AMOUNT OF \$2,007,618.**

**WHEREAS**, the Board of County Commissioners may, by official action, exercise its power to amend the adopted budget of any fund pursuant to Section 129.06, Florida Statutes, and

**WHEREAS**, the Board finds the following supplemental budget amendment is necessary and proper within the funds contained in Schedule A attached hereto and incorporated herein.

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

**SECTION I:** Attached hereto and made a part hereof is an amendment to the Budget of Flagler County for Fiscal Year ending September 30, 2011, attached hereto and marked for identification as Schedule A, which said budget amendment is hereby approved adopted and accepted in all respects.

**SECTION II:** If any section, subsection, sentence, clause or provisions of this Resolution is held unconstitutional, inoperative, or void by a court of competent jurisdiction, such holding shall not affect the remainder of the Resolution.

**SECTION III:** This Resolution shall take effect upon adoption.

**PASSED AND ADOPTED** this 15th day of August, 2011.

Board of County Commissioners  
Flagler County, Florida

\_\_\_\_\_  
Alan Peterson, Chairman

Attest:

\_\_\_\_\_  
Gail Wadsworth, Clerk and Ex Officio  
Clerk to the Board



**ATTACHMENT 1**

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011	8/15/2011
	AMENDED FY10-11	PROPOSED FY10-11
<b>General Fund (001)</b>		
Revenues		
Ad Valorem Taxes	42,427,951	42,427,951
Licenses & Permits	34,000	34,000
Intergovernmental Revenue	4,543,097	4,577,051
Charges for Services	4,589,682	4,589,682
Fines & Forfeitures	85,797	85,797
Miscellaneous Revenues	603,591	704,080
Interfund Transfers	210,145	214,501
Other Sources	5,000	5,000
Excess Fees	1,654,829	1,654,829
Less 5%	(2,406,215)	(2,407,565)
Cash Carry Forward	15,335,775	15,340,775
<b>Total Revenues</b>	<b>87,087,652</b>	<b>87,226,901</b>
Expenses		
General Government	12,734,342	12,796,041
Public Safety	11,439,723	11,516,217
Physical Environment	261,171	261,171
Transportation	2,234,950	2,234,950
Economic Environment	1,006,514	1,006,514
Human Services	3,688,336	3,688,336
Cultural/Recreation	3,661,121	3,661,821
Other Uses	0	0
Other Non-Operating	61,111	61,111
Court Related	614,541	614,541
Interfund Transfers	23,791,966	23,791,966
Reserves/Contingency	7,589,877	7,594,233
<b>Total Expenses</b>	<b>67,087,652</b>	<b>67,226,901</b>
<b>Fines and Forfeitures (Fund 101)</b>		
Revenues		
Miscellaneous Revenues	1,000	1,000
Less 5%	(50)	(50)
<b>Total Revenues</b>	<b>950</b>	<b>950</b>
Expenses		
Interfund Transfers	800	800
General Government	150	150
<b>Total Expenses</b>	<b>950</b>	<b>950</b>

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/9/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
	PROPOSED CHANGES	
<u>Public Works (Fund 102)</u>		
Revenues		
Other Taxes	802,307	802,307
Intergovernmental Revenue	890,119	890,119
Charges for Services	213,600	213,600
Miscellaneous Revenues	6,331	6,331
Interfund Transfers	0	0
Less 5%	(74,429)	(74,429)
Cash Carry Forward	435,986	435,986
	<u>2,273,914</u>	<u>2,273,914</u>
Total Revenues	0	0
<u>Expenses</u>		
General Government	0	0
Transportation	2,077,299	2,077,299
Interfund Transfers	0	0
Reserves/Contingency	196,615	196,615
	<u>2,273,914</u>	<u>2,273,914</u>
Total Expenses	0	0
<u>Legal Aid Fund (Fund 105)</u>		
Revenues		
Fines & Forfeitures	16,000	16,000
Miscellaneous Revenues	10	10
Interfund Transfers	20,383	20,383
Less 5%	(801)	(801)
Cash Carry Forward	9,662	9,662
	<u>45,254</u>	<u>45,254</u>
Total Revenues	0	0
<u>Expenses</u>		
Human Services	45,254	45,254
Reserves/Contingency	0	0
	<u>45,254</u>	<u>45,254</u>
Total Expenses	0	0

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
<u>Law Enforcement Trust (Fund 106)</u>		
Revenues		
Fines & Forfeitures	10,000	10,000
Miscellaneous Revenues	50	50
Less 5%	(503)	(503)
Cash Carry Forward	221,687	221,687
	<u>231,234</u>	<u>231,234</u>
Total Revenues		0
Expenses		
Public Safety	231,234	231,234
	<u>231,234</u>	<u>231,234</u>
Total Expenses		0
<u>Law Library (Fund 107)</u>		
Revenues		
Fines & Forfeitures	18,480	18,480
Miscellaneous Revenues	25	25
Less 5%	(925)	(925)
Cash Carry Forward	15,066	15,066
	<u>32,646</u>	<u>32,646</u>
Total Revenues		0
Expenses		
Court Related	20,692	20,692
Reserves/Contingency	11,954	11,954
	<u>32,646</u>	<u>32,646</u>
Total Expenses		0
<u>Court Facilities (Fund 108)</u>		
Revenues		
Fines & Forfeitures	200,000	200,000
Miscellaneous Revenues	2,400	2,400
Less 5%	(10,120)	(10,120)
Cash Carry Forward	697,247	697,247
	<u>889,527</u>	<u>889,527</u>
Total Revenues		0
Expenses		
Court Related	77,130	77,130
Reserves/Contingency	812,397	812,397
	<u>889,527</u>	<u>889,527</u>
Total Expenses		0

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A  
 REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Tourist Development Capital Projects (Fund 109)</u>			
Revenues			
Other Taxes	247,119		247,119
Miscellaneous Revenues	5,973		5,973
Less 5%	(12,655)		(12,655)
Cash Carry Forward	1,153,768		1,153,768
<b>Total Revenues</b>	<b>1,394,205</b>	<b>0</b>	<b>1,394,205</b>
<hr/>			
Expenses			
Cultural/Recreation	1,244,205		1,244,205
Interfund Transfers	150,000		150,000
<b>Total Expenses</b>	<b>1,394,205</b>	<b>0</b>	<b>1,394,205</b>
<hr/>			
<u>Tourist Development Promotions &amp; Advertising (Fund 110)</u>			
Revenues			
Other Taxes	703,052		703,052
Miscellaneous Revenues	3,473		3,473
Less 5%	(22,826)		(22,826)
Cash Carry Forward	560,588		560,588
<b>Total Revenues</b>	<b>1,244,287</b>	<b>0</b>	<b>1,244,287</b>
<hr/>			
Expenses			
Economic Environment	1,244,287		1,244,287
<b>Total Expenses</b>	<b>1,244,287</b>	<b>0</b>	<b>1,244,287</b>
<hr/>			
<u>Tourist Development Beach Restoration (Fund 111)</u>			
Revenues			
Other Taxes	123,566		123,566
Intergovernmental Revenue	47,000		47,000
Miscellaneous Revenues	4,041		4,041
Less 5%	(6,380)		(6,380)
Cash Carry Forward	658,800		658,800
<b>Total Revenues</b>	<b>827,027</b>	<b>0</b>	<b>827,027</b>
<hr/>			
Expenses			
Physical Environment	827,027		827,027
<b>Total Expenses</b>	<b>827,027</b>	<b>0</b>	<b>827,027</b>

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Constitutional Gas Tax (Fund 112)</u>			
Revenues			
Intergovernmental Revenue	3,330,880	1,859,547	5,190,427
Miscellaneous Revenues	2,000		2,000
Interfund Transfer	12		12
Less 5%	(43,249)	(99,131)	(142,380)
Cash Carry Forward	2,112,540		2,112,540
<b>Total Revenues</b>	<b>5,402,183</b>	<b>1,760,416</b>	<b>7,162,599</b>
<u>Expenses</u>			
General Government			
Transportation	3,734,756	1,790,416	5,525,172
Cultural/Recreation	158,178		158,178
Reserves/Contingency	1,509,250	(30,000)	1,479,250
<b>Total Expenses</b>	<b>5,402,184</b>	<b>1,760,416</b>	<b>7,162,600</b>
<u>Countywide Road Damage (Fund 115)</u>			
Revenues			
Miscellaneous Revenues	0		0
Cash Carry Forward	12		12
<b>Total Revenues</b>	<b>12</b>	<b>0</b>	<b>12</b>
<u>Expenses</u>			
Total Expenses	12		12
	12	0	12
<u>Environmentally Sensitive Lands (Fund 117)</u>			
Revenues			
Cash Carry Forward	686,824		686,824
<b>Total Revenues</b>	<b>686,824</b>	<b>0</b>	<b>686,824</b>
<u>Expenses</u>			
Physical Environment	686,824		686,824
<b>Total Expenses</b>	<b>686,824</b>	<b>0</b>	<b>686,824</b>

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A  
 REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Environmentally Sensitive Lands 2008 (Fund 119)</u>			
Revenues			
Ad Valorem Taxes	435,497		435,497
Less 5%	(21,775)		(21,775)
Cash Carry Forward	906,854		906,854
	<u>1,320,576</u>	<u>0</u>	<u>1,320,576</u>
Total Revenues			
Expenses			
Interfund Transfer	162,160		162,160
Physical Environment	1,158,416		1,158,416
	<u>1,320,576</u>	<u>0</u>	<u>1,320,576</u>
Total Expenses			
<u>Utility Regulatory Authority (Fund 120)</u>			
Revenues			
Miscellaneous Revenues	66		66
Less 5%	(3)		(3)
Cash Carry Forward	20,636		20,636
	<u>20,699</u>	<u>0</u>	<u>20,699</u>
Total Revenues			
Expenses			
Physical Environment	7,885		7,885
Reserves/Contingency	12,814		12,814
	<u>20,599</u>	<u>0</u>	<u>20,599</u>
Total Expenses			
<u>800 MHz System Escrow Account (Fund 126)</u>			
Revenues			
Cash Carry Forward	240		240
	<u>240</u>	<u>0</u>	<u>240</u>
Total Revenues			
Expenses			
Public Safety	240		240
	<u>240</u>	<u>0</u>	<u>240</u>
Total Expenses			

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Transportation Impact Fee East (Fund 130)</u>			
Revenues			
Intergovernmental Revenue	832,055		832,055
Miscellaneous Revenues	7,000		7,000
Interfund Transfers	0		0
Less 5%	(40,850)		(40,850)
Cash Carry Forward	2,686,432		2,686,432
<b>Total Revenues</b>	<b>3,484,637</b>	<b>0</b>	<b>3,484,637</b>
Expenses			
Transportation	1,818,825		1,818,825
Reserves/Contingency	1,665,812		1,665,812
<b>Total Expenses</b>	<b>3,484,637</b>	<b>0</b>	<b>3,484,637</b>
<u>Transportation Impact Fee West (Fund 131)</u>			
Revenues			
Miscellaneous Revenues	16,840		16,840
Less 5%	(842)		(842)
Cash Carry Forward	74,246		74,246
<b>Total Revenues</b>	<b>90,244</b>	<b>0</b>	<b>90,244</b>
Expenses			
Transportation	125		125
Reserves/Contingency	90,119		90,119
<b>Total Expenses</b>	<b>90,244</b>	<b>0</b>	<b>90,244</b>



Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
<u>Parks Impact Fee Zone 1 (Fund 132)</u>		
Revenues		
Intergovernmental Revenue	610,000	610,000
Miscellaneous Revenues	6,500	6,500
Less 5%	(290)	(290)
Cash Carry Forward	103,155	103,155
<b>Total Revenues</b>	<b>719,365</b>	<b>719,365</b>
<u>Expenses</u>		
Cultural/Recreation	450,310	450,310
Transportation	269,055	269,055
Reserves/Contingency	0	0
<b>Total Expenses</b>	<b>719,365</b>	<b>719,365</b>
<u>Parks Impact Fee Zone 2 (Fund 133)</u>		
Revenues		
Miscellaneous Revenues	1,572	1,572
Less 5%	(76)	(76)
Cash Carry Forward	1,699	1,699
<b>Total Revenues</b>	<b>3,193</b>	<b>3,193</b>
<u>Expenses</u>		
Cultural/Recreation	150	150
Reserves/Contingency	3,043	3,043
<b>Total Expenses</b>	<b>3,193</b>	<b>3,193</b>
<u>Parks Impact Fee Zone 3 (Fund 134)</u>		
Revenues		
Miscellaneous Revenues	1,587	1,587
Less 5%	(80)	(80)
Cash Carry Forward	1,983	1,983
<b>Total Revenues</b>	<b>3,490</b>	<b>3,490</b>
<u>Expenses</u>		
Cultural/Recreation	300	300
Reserves/Contingency	3,190	3,190
<b>Total Expenses</b>	<b>3,490</b>	<b>3,490</b>

Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/1/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
<u>Parks Impact Fee Zone 4 (Fund 135)</u>		
Revenues		
Miscellaneous Revenues	1,923	1,923
Less 5%	(97)	(97)
Cash Carry Forward	66,196	66,196
Total Revenues	68,022	68,022
Expenses		
Cultural/Recreation	50,150	50,150
Reserves/Contingency	17,872	17,872
Total Expenses	68,022	68,022
<u>Transportation Impact Fee Palm Coast (Fund 136)</u>		
Revenues		
Intergovernmental Revenue	498,587	498,587
Miscellaneous Revenues	18,000	18,000
Less 5%	(22,471)	(22,471)
Cash Carry Forward	4,214,102	4,214,102
Total Revenues	4,708,218	4,708,218
Expenses		
Transportation	679,564	679,564
Reserves/Contingency	4,028,654	4,028,654
Total Expenses	4,708,218	4,708,218
<u>Transportation Impact Fee New East (Fund 137)</u>		
Revenues		
Intergovernmental Revenue	202,654	202,654
Miscellaneous Revenues	81,910	81,910
Less 5%	(8,943)	(8,943)
Cash Carry Forward	495,007	495,007
Total Revenues	770,628	770,628
Expenses		
Transportation	770,628	770,628
Interfund Transfers	0	0
Total Expenses	770,628	770,628

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
<b>Economic Development (Fund 141)</b>		
Revenues		
Miscellaneous Revenues	0	0
Less 5%	0	0
Cash Carry Forward	133,689	133,689
<b>Total Revenues</b>	<b>133,689</b>	<b>133,689</b>
Expenses		
Economic Environment	133,689	133,689
Reserves/Contingency	0	0
<b>Total Expenses</b>	<b>133,689</b>	<b>133,689</b>
<b>SHIP Program (Fund 143)</b>		
Revenues		
Cash Carry Forward	387,685	387,685
<b>Total Revenues</b>	<b>387,685</b>	<b>387,685</b>
Expenses		
Economic Environment	387,685	387,685
<b>Total Expenses</b>	<b>387,685</b>	<b>387,685</b>
<b>Old Kings Road Landfill (Fund 145)</b>		
Revenues		
Miscellaneous Revenues	2,000	2,000
Less 5%	(100)	(100)
Cash Carry Forward	569,718	569,718
<b>Total Revenues</b>	<b>571,618</b>	<b>571,618</b>
Expenses		
Physical Environment	50,600	50,600
Interfund Transfers	0	0
Reserves/Contingency	521,018	521,018
<b>Total Expenses</b>	<b>571,618</b>	<b>571,618</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/1/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
<u>Construction &amp; Demolition Debris Landfill (Fund 146)</u>		
Revenues		
Miscellaneous Revenues	3,000	3,000
Less 5%	(150)	(150)
Cash Carry Forward	929,116	929,116
Total Revenues	931,966	931,966
Expenses		
Physical Environment Reserves/Contingency	36,700	36,700
Total Expenses	895,266	895,266
	931,966	931,966
	0	0
<u>Bunnell Landfill (Fund 148)</u>		
Revenues		
Miscellaneous Revenues	1,000	1,000
Less 5%	(50)	(50)
Cash Carry Forward	309,252	309,252
Total Revenues	310,202	310,202
Expenses		
Physical Environment Reserves/Contingency	20,800	20,800
Total Expenses	289,402	289,402
	310,202	310,202
	0	0
<u>CDBG-Disaster Recovery (Fund 151)</u>		
Revenues		
Intergovernmental Revenue	75,000	75,000
Total Revenues	75,000	75,000
Expenses		
Transportation	75,000	75,000
Total Expenses	75,000	75,000
	0	0

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11	PROPOSED CHANGES	PROPOSED FY10-11
<u>Bimini Gardens MSTU (Fund 175)</u>				
Revenues				
Licenses & Permits	5,674	5,674		5,674
Miscellaneous Revenues	0	0		0
Excess Fees	0	0		0
Less 5%	(283)	(283)		(283)
Cash Carry Forward	0	0		0
<b>Total Revenues</b>	<b>5,391</b>	<b>5,391</b>	<b>0</b>	<b>5,391</b>
<u>Expenses</u>				
General Government	228	228		228
Transportation	5,163	5,163		5,163
<b>Total Expenses</b>	<b>5,391</b>	<b>5,391</b>	<b>0</b>	<b>5,391</b>
<u>Colbert Lane Settlement (Fund 176)</u>				
Revenues				
Cash Carry Forward	64,334	64,334		64,334
<b>Total Revenues</b>	<b>64,334</b>	<b>64,334</b>	<b>0</b>	<b>64,334</b>
<u>Expenses</u>				
Transportation	64,334	64,334		64,334
<b>Total Expenses</b>	<b>64,334</b>	<b>64,334</b>	<b>0</b>	<b>64,334</b>
<u>Espanola Special Assessment (Fund 177)</u>				
Revenues				
Licenses & Permits	1,335	1,335		1,335
Intergovernmental Revenue	8,750	8,750		8,750
Miscellaneous Revenues	50	50		50
Less 5%	(506)	(506)		(506)
Cash Carry Forward	10,027	10,027		10,027
<b>Total Revenues</b>	<b>19,656</b>	<b>19,656</b>	<b>0</b>	<b>19,656</b>
<u>Expenses</u>				
Human Services	19,656	19,656		19,656
<b>Total Expenses</b>	<b>19,656</b>	<b>19,656</b>	<b>0</b>	<b>19,656</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Rima Ridge Special Assessment (Fund 178)</u>			
Revenues			
Licenses & Permits	2,398		2,398
Intergovernmental Revenue	8,750		8,750
Miscellaneous Revenues	100		100
Less 5%	(562)		(562)
Cash Carry Forward	17,580		17,580
<b>Total Revenues</b>	<b>28,266</b>	<b>0</b>	<b>28,266</b>
Expenses			
Human Services	27,971		27,971
Reserves/Contingency	295		295
<b>Total Expenses</b>	<b>28,266</b>	<b>0</b>	<b>28,266</b>
<u>Municipal Services (Fund 180)</u>			
Revenues			
Licenses & Permits	8,000		8,000
Intergovernmental Revenue	420,961		420,961
Charges for Services	162,510		162,510
Fines & Forfeitures	0		0
Miscellaneous Revenues	2,129		2,129
Interfund Transfer	0		0
Less 5%	(29,071)		(29,071)
Cash Carry Forward	69,621		69,621
<b>Total Revenues</b>	<b>634,160</b>	<b>0</b>	<b>634,150</b>
Expenses			
General Government	456,246		456,246
Public Safety	126,174		126,174
Physical Environment	25,009		25,009
Transportation	0		0
Human Services	0		0
Reserves/Contingency	26,721		26,721
<b>Total Expenses</b>	<b>634,150</b>	<b>0</b>	<b>634,150</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Building Department (Fund 181)</u>			
Revenues			
Licenses & Permits	282,950		282,950
Charges for Services	3,500		3,500
Fines & Forfeitures	4,500		4,500
Miscellaneous Revenues	1,500		1,500
Interfund Transfers	7,160		7,160
Less 5%	(14,623)		(14,623)
Cash Carry Forward	555,262		555,262
<b>Total Revenues</b>	<b>840,249</b>	<b>0</b>	<b>840,249</b>
Expenses			
Public Safety	560,592		560,592
Reserves/Contingency	279,657		279,657
<b>Total Expenses</b>	<b>840,249</b>	<b>0</b>	<b>840,249</b>
<u>Domestic Violence (Fund 192)</u>			
Revenues			
Fines & Forfeitures	0	2,121	2,121
Miscellaneous Revenues	0	(96)	(96)
Less 5%	0	(106)	(106)
Cash Carry Forward	0	2,562	2,562
<b>Total Revenues</b>	<b>0</b>	<b>4,481</b>	<b>4,481</b>
Expenses			
Interfund Transfer	0	4,356	4,356
Court Related	0	125	125
<b>Total Expenses</b>	<b>0</b>	<b>4,481</b>	<b>4,481</b>
<u>Alcohol &amp; Drug Abuse Trust Fund (Fund 193)</u>			
Revenues			
Fines & Forfeitures	3,000		3,000
Miscellaneous Revenues	10		10
Less 5%	(151)		(151)
Cash Carry Forward	3,599		3,599
<b>Total Revenues</b>	<b>6,458</b>	<b>0</b>	<b>6,458</b>
Expenses			
Court Related	6,458		6,458
<b>Total Expenses</b>	<b>6,458</b>	<b>0</b>	<b>6,458</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011	8/15/2011
	AMENDED FY10-11	PROPOSED CHANGES FY10-11
<u>Court Innovations/Technology (Fund 194)</u>		
Revenues		
Fines & Forfeitures	160,500	160,500
Miscellaneous Revenues	2,800	2,800
Less 5%	(8,115)	(8,115)
Cash Carry Forward	557,200	557,200
<b>Total Revenues</b>	<b>712,385</b>	<b>712,385</b>
Expenses		
General Government	0	0
Court Related	116,663	116,663
Reserves/Contingency	595,702	595,702
<b>Total Expenses</b>	<b>712,385</b>	<b>712,385</b>
<u>Juvenile Diversion (Fund 195)</u>		
Revenues		
Fines & Forfeitures	19,500	19,500
Miscellaneous Revenues	0	0
Less 5%	(975)	(975)
Cash Carry Forward	5,105	5,105
<b>Total Revenues</b>	<b>23,630</b>	<b>23,630</b>
Expenses		
Interfund Transfers	23,480	23,480
Court Related	150	150
<b>Total Expenses</b>	<b>23,630</b>	<b>23,630</b>
<u>Crime Prevention Fund (Fund 196)</u>		
Revenues		
Fines & Forfeitures	24,000	24,000
Miscellaneous Revenues	1,000	1,000
Less 5%	(1,250)	(1,250)
Cash Carry Forward	157,860	157,860
<b>Total Revenues</b>	<b>181,610</b>	<b>181,610</b>
Expenses		
General Government	0	0
Public Safety	55,360	55,360
Reserves/Contingency	126,230	126,230
<b>Total Expenses</b>	<b>181,610</b>	<b>181,610</b>



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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Court Innovations (Fund 197)</u>			
Revenues			
Fines & Forfeitures	17,782		17,782
Miscellaneous Revenues	500		500
Interfund Transfers	53,480		53,480
Less 5%	(914)		(914)
Cash Carry Forward	138,836		138,836
<b>Total Revenues</b>	<b>209,684</b>	<b>0</b>	<b>209,684</b>
Expenses			
Court Related	107,593		107,593
Reserves/Contingency	102,091		102,091
<b>Total Expenses</b>	<b>209,684</b>	<b>0</b>	<b>209,684</b>
<u>Teen Court (Fund 198)</u>			
Revenues			
Fines & Forfeitures	24,769		24,769
Miscellaneous Revenues	25		25
Interfund Transfers	26,561		26,561
Less 5%	(1,240)		(1,240)
Cash Carry Forward	17,297		17,297
<b>Total Revenues</b>	<b>67,412</b>	<b>0</b>	<b>67,412</b>
Expenses			
Court Related	67,412		67,412
<b>Total Expenses</b>	<b>67,412</b>	<b>0</b>	<b>67,412</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
	PROPOSED CHANGES	
<u>ESL Series 1988 (Fund 203)</u>		
Revenues	0	(1,650)
Less 5%	10	33,010
Cash Carry Forward	10	31,360
Expenses		
General Government Services	10	110
Interfund Transfer	0	31,250
	10	31,360
<u>Colbert Lane Special Assessment (Fund 207)</u>		
Revenues	387,418	387,418
Miscellaneous Revenues	0	0
Interfund Transfer	(19,371)	(19,371)
Less 5%	638,653	638,653
Cash Carry Forward	1,006,700	1,006,700
Total Revenues		
Expenses		
General Government	373,989	373,989
Reserves/Contingency	632,711	632,711
Total Expenses	1,006,700	1,006,700
<u>[ESL] II Series 2005 (Fund 209)</u>		
Revenues	627,403	627,403
Ad Valorem Taxes	0	0
Other Taxes	1,569	1,569
Miscellaneous Revenues	(31,448)	(31,448)
Less 5%	669,762	669,762
Cash Carry Forward	1,267,286	1,267,286
Total Revenues		
Expenses		
General Government	673,119	673,119
Reserves/Contingency	594,167	594,167
Total Expenses	1,267,286	1,267,286

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 REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
<b>Capital Construction Sinking, \$34,105,000 Bond, Series 2005 (Fund 210)</b>		
Revenues		
Other Taxes	1,349,625	1,349,625
Intergovernmental Revenue	1,410,583	1,410,583
Miscellaneous Revenues	10,000	10,000
Interfund Transfers	0	0
Less 5%	(138,180)	(138,180)
Cash Carry Forward	4,583,102	4,583,102
<b>Total Revenues</b>	<b>7,215,130</b>	<b>7,215,130</b>
Expenses		
General Government	2,612,248	2,612,248
Reserves/Contingency	4,602,882	4,602,882
<b>Total Expenses</b>	<b>7,215,130</b>	<b>7,215,130</b>
<b>Judicial Center #32,990,000 General Obligation Bonds, Series 2005 (Fund 211)</b>		
Revenues		
Ad Valorem Taxes	2,080,109	2,080,109
Other Taxes	0	0
Miscellaneous Revenues	5,790	5,790
Interfund Transfers	0	0
Less 5%	(104,296)	(104,296)
Cash Carry Forward	0	0
<b>Total Revenues</b>	<b>1,981,603</b>	<b>1,981,603</b>
Expenses		
General Government	1,981,603	1,981,603
<b>Total Expenses</b>	<b>1,981,603</b>	<b>1,981,603</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Environmentally Sensitive Lands 2008 (Fund 219)</u>			
Revenues			
Ad Valorem Taxes	854,125		854,125
Miscellaneous Revenue	2,247	3,500	5,747
Other Sources	450,000		450,000
Interfund Transfer	162,160	31,250	193,410
Less 5%	(42,813)	(175)	(42,988)
<b>Total Revenues</b>	<b>1,425,719</b>	<b>34,575</b>	<b>1,460,294</b>
<u>Expenses</u>			
General Government Services	975,719	3,325	979,044
Reserve	450,000	31,250	481,250
<b>Total Expenses</b>	<b>1,425,719</b>	<b>34,575</b>	<b>1,460,294</b>
<u>Emergency Communications E911 (Fund 302)</u>			
Revenues			
Intergovernmental Revenue	676,356		676,356
Charges for Services	0		0
Miscellaneous Revenues	703		703
Less 5%	(25,535)		(25,535)
Cash Carry Forward	405,008		405,008
<b>Total Revenues</b>	<b>1,056,532</b>	<b>0</b>	<b>1,056,532</b>
<u>Expenses</u>			
Public Safety	801,782		801,782
Reserves/Contingency	254,750		254,750
<b>Total Expenses</b>	<b>1,056,532</b>	<b>0</b>	<b>1,056,532</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<b><u>Beachfront Parks Capital (Fund 307)</u></b>			
Revenues			
Miscellaneous Revenues	5,000		5,000
Less 5%	(250)		(250)
Cash Carry Forward	1,162,084		1,162,084
<b>Total Revenues</b>	<b>1,166,834</b>	<b>0</b>	<b>1,166,834</b>
Expenses			
Transportation	92,795		92,795
Cultural/Recreation	1,074,039		1,074,039
Reserves/Contingency		0	
<b>Total Expenses</b>	<b>1,166,834</b>	<b>0</b>	<b>1,166,834</b>
<b><u>Beachfront Park Maintenance (Fund 308)</u></b>			
Revenues			
Miscellaneous Revenues	4,000		4,000
Less 5%	(200)		(200)
Cash Carry Forward	844,543		844,543
<b>Total Revenues</b>	<b>848,343</b>	<b>0</b>	<b>848,343</b>
Expenses			
General Government	500		500
Cultural/Recreation	10,269		10,269
Reserves/Contingency	837,574		837,574
<b>Total Expenses</b>	<b>848,343</b>	<b>0</b>	<b>848,343</b>
<b><u>Major Capital Projects OLD (Fund 309)</u></b>			
Revenues			
Cash Carry Forward	241,445		241,445
<b>Total Revenues</b>	<b>241,445</b>	<b>0</b>	<b>241,445</b>
Expenses			
General Government	216,688		216,688
Public Safety	0		0
Cultural/Recreation	0		0
Reserves/Contingency	24,757		24,757
<b>Total Expenses</b>	<b>241,445</b>	<b>0</b>	<b>241,445</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	8/15/2011 PROPOSED FY10-11
<b>Major Capital Projects NEW (Fund 310)</b>		
Revenues		
Intergovernmental Revenue	3,532,027	3,543,927
Miscellaneous Revenues	60,000	60,000
Interfund Transfers	299,405	299,405
Cash Carry Forward	289,206	289,206
<b>Total Revenues</b>	<b>4,180,638</b>	<b>4,192,538</b>
Expenses		
General Government Services	113,378	113,378
Public Safety	0	0
Transportation	2,707,645	2,719,546
Cultural/Recreation	1,359,614	1,359,614
<b>Total Expenses</b>	<b>4,180,638</b>	<b>4,192,538</b>
<b>Environmentally Sensitive Lands Capital (Fund 319)</b>		
Revenues		
Other Sources	4,050,000	4,050,000
<b>Total Revenues</b>	<b>4,050,000</b>	<b>4,050,000</b>
Expenses		
Cultural/Recreation	4,050,000	4,050,000
<b>Total Expenses</b>	<b>4,050,000</b>	<b>4,050,000</b>
<b>Airport (Fund 401)</b>		
Revenues		
Licenses & Permits	1,000	1,000
Intergovernmental Revenue	1,173,906	835,366
Charges for Services	2,006,861	2,328,111
Miscellaneous Revenues	515,500	515,500
Other Sources	2,800,000	2,800,000
Interfund Transfer	102,706	102,706
Less 5%	(74,943)	(91,006)
Cash Carry Forward	607,687	607,687
<b>Total Revenues</b>	<b>7,132,717</b>	<b>7,099,364</b>
Expenses		
Physical Environment	0	0
Transportation	6,519,865	6,181,325
Reserves/Contingency	612,852	918,039
<b>Total Expenses</b>	<b>7,132,717</b>	<b>7,099,364</b>

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**REVENUES AND EXPENDITURES SUMMARY BY FUND**

DESCRIPTION	4/16/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<b>Sanitary Landfill (Fund 402)</b>			
Revenues			
Other Taxes	0		0
Intergovernmental Revenue	70,588		70,588
Charges for Services	42		42
Miscellaneous Revenues	20,000		20,000
Cash Carry Forward	2,437,985		2,437,985
<b>Total Revenues</b>	<b>2,528,616</b>	<b>0</b>	<b>2,528,616</b>
<b>Expenses</b>			
Physical Environment	255,505		255,505
Interfund Transfers	0		0
Reserves/Contingency	2,273,110		2,273,110
<b>Total Expenses</b>	<b>2,528,615</b>	<b>0</b>	<b>2,528,615</b>
<b>Utility (Fund 404)</b>			
Revenues			
Intergovernmental Revenue	2,604,900		2,604,900
Charges for Services	473,701		473,701
Miscellaneous Revenues	1,229		1,229
Other Sources	1,401,567		1,401,567
Less 5%	(23,747)		(23,747)
Cash Carry Forward	528,234		528,234
<b>Total Revenues</b>	<b>4,985,884</b>	<b>0</b>	<b>4,985,884</b>
<b>Expenses</b>			
Physical Environment	4,863,013		4,863,013
Reserves/Contingency	122,871		122,871
<b>Total Expenses</b>	<b>4,985,884</b>	<b>0</b>	<b>4,985,884</b>

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REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011	8/15/2011
	AMENDED FY10-11	PROPOSED FY10-11
<u>Residential Solid Waste Collection (Fund 405)</u>		
Revenues		
Other Taxes	109,360	109,360
Licenses & Permits	0	0
Charges for Services	1,430,380	1,488,130
Miscellaneous Revenues	3,508	3,508
Less 5%	(77,162)	(79,912)
Cash Carry Forward	865,749	865,749
<b>Total Revenues</b>	<b>2,331,835</b>	<b>2,386,816</b>
<u>Expenses</u>		
Physical Environment Reserves/Contingency	1,425,563	1,425,563
	906,272	961,272
<b>Total Expenses</b>	<b>2,331,835</b>	<b>2,386,835</b>
<u>Health Insurance Fund (Fund 603)</u>		
Revenues		
Miscellaneous Revenues	6,094,390	6,094,390
Interfund Transfers	0	0
Cash Carry Forward	4,054,000	4,054,000
<b>Total Revenues</b>	<b>10,148,390</b>	<b>10,148,390</b>
<u>Expenses</u>		
General Government	24,300	24,300
Other Uses	6,988,495	6,988,495
Interfund Transfers	0	0
Reserves/Contingency	3,135,595	3,135,595
<b>Total Expenses</b>	<b>10,148,390</b>	<b>10,148,390</b>



Flagler County Board of County Commissioners  
 FY 2010-2011  
 SCHEDULE A

REVENUES AND EXPENDITURES SUMMARY BY FUND

DESCRIPTION	4/4/2011 AMENDED FY10-11	PROPOSED CHANGES	8/15/2011 PROPOSED FY10-11
<u>Daytona North Service District (Fund 702)</u>			
Revenues			
Other Taxes	58,640		58,640
Licenses & Permits	265,080		265,080
Intergovernmental Revenue	0		0
Miscellaneous Revenues	1,600		1,600
Other Sources	2,000		2,000
Less 5%	(16,286)		(16,286)
Cash Carry Forward	272,819		272,819
<b>Total Revenues</b>	<b>583,853</b>	<b>0</b>	<b>583,853</b>
<b>Expenses</b>			
General Government	29,700		29,700
Transportation	353,618		353,618
Reserves/Contingency	200,535		200,535
<b>Total Expenses</b>	<b>583,853</b>	<b>0</b>	<b>583,853</b>

Flagler County Board of County Commissioners  
Fiscal Year 2010-2011

SCHEDULE B

Schedule of Changes for the Fiscal Year 2010-2011 Approved Budget

Project#	Revenues	FY2010-11 Budget	Revised FY2010-11 Budget	Increase/ (Decrease)	Amended FY2010-11 Budget	Comments
001- 0000- 334	.22-00 Grant/EMS C9818	1,771	1,771	5,604	7,375	Annual grant award and interest received for emerg. medical serv.
001- 0000- 331	.20-01 State Homeland Security Grant	88,609	88,609	28,350	116,959	Appropriate additional Homeland Security grant award
001- 0000- 398	.00-00 5% Reduction	(2,406,215)	(2,406,215)	(1,350)	(2,407,565)	5% Statutory Reduction
001- 0000- 369	.43-00 Reimb/Labor/Veh/Other	151,200	151,200	10,222	161,422	Increased revenue from sale of scrap metal/Johns Auto Parts
001- 0000- 366	.03-00 Donations	21,866	21,866	700	22,566	Additional revenue rec'd from donations to the Library
001- 0000- 399	.00-00 Cash Carry Forward	15,335,775	15,335,775	5,000	15,340,775	FY10 rollover for Flagler Volunteer Services, Inc.
001- 0000- 365	.10-02 Sale of Timber/Bulow Tract	0	0	46,477	46,477	Recognize revenue for timber sales at Bulow Tract
001- 0000- 381	.00-00 Interfund Transfer/from 192	201,445	201,445	4,356	205,801	Appropriate revenue from Fund 192 Domestic Violence
001- 0000- 366	.01-05 Contribution in Aid/CBE ARRA	58,977	58,977	43,890	102,867	Appropriate CBE training funds received
112- 0000- 334	.49-20 FDOT Old Kings Sidewalk	0	0	248,371	248,371	Appropriate new FDOT grant revenue
112- 0000- 398	.00-00 5%	(43,249)	(43,249)	(11,827)	(55,076)	5% Statutory Reduction
112- 0000- 334	.49-20 FDOT Old Kings Rd Turn Lanes	0	0	499,800	499,800	Appropriate new FDOT grant revenue for Old Kings Rd Turn Lanes
112- 0000- 398	.00-00 5% Reduction	(43,249)	(43,249)	(23,800)	(67,049)	5% Statutory Reduction
112- 0000- 334	.49-19 FDOT SR100 Sidewalk Belle Terre	0	0	523,376	523,376	Appropriate new FDOT grant revenue for SR100 Sidewalk Belle Terre
112- 0000- 398	.00-00 5% Reduction	-43249	-43249	(35,504)	(78,753)	5% Statutory Reduction
112- 0000- 334	.49-17 FDOT US1 Sidewalk to Bird of Paradise	0	0	588,000	588,000	Appropriate new FDOT grant rev. Matanzas Woods Sidewalk
112- 0000- 398	.00-00 5% Reduction	-43249	-43249	(28,000)	(71,249)	5% Statutory Reduction
192- 0000- 351	.13-00 Domestic Violence (Incarc)	0	0	2,121	2,121	Appropriate revenue for Fund 192 Domestic Violence
192- 0000- 361	.10-00 Interest	0	0	2,562	2,562	Appropriate revenue for Fund 192 Domestic Violence
192- 0000- 389	.00-00 5% Reduction	0	0	(96)	(96)	Appropriate revenue for Fund 192 Domestic Violence
203- 0000- 399	.00-00 Cash Carry Forward	10	10	33,000	33,010	Transfer remainder of ESL Series 1998 to new ESL Debt Service
203- 0000- 398	.00-00 5% Reduction	0	0	(1,650)	(1,650)	5% Statutory Reduction
219- 0000- 361	.10-00 Interest	2247	2247	3,500	5,747	Appropriate proper amount required for Debt Service
219- 0000- 398	.00-00 5% Reduction	42813	42813	(175)	42,638	5% Statutory Reduction on Interest
219- 0000- 381	.00-00 Interfund Transfer from Fund 203	162160	162160	31,250	193,410	Appropriate funds transferred from Fund 203 ESL Series 1998
310- 0000- 331	.49-17 FDOT-SR5 US1 Sidewalk Grant	0	0	11,900	11,900	Adjust FY10 grant rollover for US1 Sidewalk project
401- 0000- 334	.41-27 FDOT Runway Safety Areas	560,000	560,000	(338,540)	221,460	Reduced FDOT grant for Runway 06 Safety Area Compliance
401- 0000- 344	.10-06 Aviation Fuel	300,000	300,000	175,000	475,000	Estimated additional revenue from increased fuel sales
401- 0000- 344	.10-10 Jet Fuel	336,200	336,200	146,250	482,450	Estimated additional revenue from increased fuel sales
401- 0000- 398	.00-00 5% Reduction	(74,943)	(74,943)	(16,063)	(91,006)	5% Statutory Reduction on fuel revenue
405- 0000- 343	.40-03 Tax Bill Garbage Collection	1,403,149	1,403,149	57,750	1,460,899	Estimated additional revenue from new collection accounts
405- 0000- 398	.00-00 5% Reduction	(77,162)	(77,162)	(2,750)	(79,912)	5% Statutory Reduction
<b>Total Change</b>				<b>2,007,618</b>		

Flagler County Board of County Commissioners  
 Fiscal Year 2010-2011  
**SCHEDULE B**

**Schedule of Changes for the Fiscal Year 2010-2011 Approved Budget**

Project#	Revenues	Revised FY2010-11 Budget	Increase/ (Decrease)	Amended FY2010-11 Budget	Comments
875553	001- 0206- 515	0	31,000	31,000	Appropriate expenses for Bulow Land Management Plan
875553	001- 0206- 515	0	15,477	15,477	Appropriate expenses for Bulow Land Management Plan
	001- 1413- 519	126,318	10,222	136,540	Return funds borrowed for Carver Gym staircase (see BTR11-596)
	001- 3400- 571	0	700	700	Appropriate material expenditures from Library donations received
	001- 3815- 522	0	43,890	43,890	Appropriate Fire/Rescue CBE expenditure for training
	001- 4900- 519	20,000	5,000	25,000	Appropriate funds for payment of FY10 invoice paid in FY11
	001- 5000- 587	243,500	4,356	247,856	Transfer funds to Reserves for use in combating domestic violence
	001- 8079- 526	1,771	5,604	7,375	Appropriate emergency medical services grant funds and interest
	001- 8602- 525	86,109	27,000	113,109	Appropriate additional Homeland Security grant award
541521	112- 1450- 541	64,050	10,000	74,050	Appropriate Gas Tax funds for non-reimb. Eng. Staff Time
541522	112- 1450- 541	64,050	5,000	69,050	Appropriate Gas Tax funds for non-reimb. Eng. Staff Time
541523	112- 1450- 541	64,050	10,000	74,050	Appropriate Gas Tax funds for non-reimb. Eng. Staff Time
541524	112- 1450- 541	64,050	5,000	69,050	Appropriate Gas Tax funds for non-reimb. Eng. Staff Time
541521	112- 5000- 587	1,509,250	(10,000)	1,499,250	Reduce Reserves to fund non-reimb. Eng. Staff Time
541522	112- 5000- 587	1,509,250	(5,000)	1,504,250	Reduce Reserves to fund non-reimb. Eng. Staff Time
541523	112- 5000- 587	1,509,250	(10,000)	1,499,250	Reduce Reserves to fund non-reimb. Eng. Staff Time
541524	112- 5000- 587	1,509,250	(5,000)	1,504,250	Reduce Reserves to fund non-reimb. Eng. Staff Time
541524	112- 8235- 541	0	200	200	Appropriate FDOT grant for Matanzas Woods Sidewalk
541524	112- 8235- 541	0	10,000	10,000	Appropriate FDOT grant for Matanzas Woods Sidewalk
541524	112- 8235- 541	0	549,800	549,800	Appropriate FDOT grant for Matanzas Woods Sidewalk
541521	112- 8236- 541	0	200	200	Appropriate FDOT grant for Old Kings Rd Sidewalk
541521	112- 8236- 541	0	25,344	25,344	Appropriate FDOT grant for Old Kings Rd Sidewalk
541521	112- 8236- 541	0	211,000	211,000	Appropriate FDOT grant for Old Kings Rd Sidewalk
541523	112- 8237- 541	0	200	200	Appropriate FDOT grant for SR100 Sidewalk Belle Terre
541523	112- 8237- 541	0	52,272	52,272	Appropriate FDOT grant for SR100 Sidewalk Belle Terre
541523	112- 8237- 541	0	435,400	435,400	Appropriate FDOT grant for SR100 Sidewalk Belle Terre
541522	112- 8238- 541	0	200	200	Appropriate FDOT grant for Old Kings Rd Turn Lanes
541522	112- 8238- 541	0	51,000	51,000	Appropriate FDOT grant for Old Kings Rd Turn Lanes
541522	112- 8238- 541	0	424,800	424,800	Appropriate FDOT grant for Old Kings Rd Turn Lanes
192- 4600- 581	91-16	0	4,356	4,356	Transfer funds to General Fund
192- 4900- 719	49-18	0	125	125	Appropriate bank fees
203- 3600- 517	31-10	10	100	110	Appropriate funds for PFM fees
203- 4600- 581	91-10	0	31,250	31,250	Transfer remainder of ESL Series 1998 to new ESL Debt Service
219- 3603- 517	71-10	0	3,325	3,325	Appropriate proper amount required for Debt Service
219- 5000- 587	98-11	450,000	31,250	481,250	Appropriate funds transferred from Fund 203 ESL Series 1998
310- 8220- 541	63-57	29,334	(12,900)	16,434	Adjust FY10 rollover for US1 Sidewalk project
517141	310- 8220- 541	9,027	24,800	33,827	Adjust FY10 rollover for US1 Sidewalk project
517141	310- 8220- 541	288,628	305,187	593,815	Return money for fuel purchases to Reserves (see BTR11-117 & 114)
050681	401- 8070- 542	558,110	(338,540)	219,570	Reduced FDOT grant for Runway 06 Safety Area Compliance
405- 5000- 587	98-11	851,272	55,000	906,272	Return funds to Reserve account (see BTR11-118)
<b>Total Change</b>					<b>2,007,618</b>

**NOTICE OF BUDGET AMENDMENT HEARING  
FLAGLER COUNTY, FLORIDA - FISCAL YEAR 2010-2011**

The Flagler County Board of County Commissioners will hold a Public hearing on August 15, 2011 after 5:30 p.m., in the Flagler County Commission Chambers, 1st Floor of the Government Services Building located at 1769 East Moody Boulevard, Bunnell, Florida, for the purpose of adopting amended budgets for Fiscal Year 2010/2011. To obtain additional information regarding this amendment, please contact the Financial Services Department at (386) 313-4008.

ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	ENTERPRISE FUND	INTERNAL SERVICE	TOTAL ALL FUNDS
Taxes:							
Ad Valorem Taxes	0	0	0	0	0	0	0
Sales & Use Taxes	0	0	0	0	0	0	0
Charges for Services	0	0	0	0	379,000	0	379,000
Intergovernmental Revenue	33,954	1,859,547	0	11,900	(338,540)	0	1,566,861
Fines & Forfeitures	0	2,121	0	0	0	0	2,121
Miscellaneous Revenue	101,289	3,404	0	0	0	0	104,693
Licenses & Permits	0	0	0	0	0	0	0
Other Sources	0	0	0	0	0	0	0
Excess Fees	0	0	0	0	0	0	0
Less 5% Statutory Revenue Reduction	(1,350)	(99,412)	(1,650)	0	(18,813)	0	(121,225)
<b>TOTAL SOURCES</b>	<b>\$133,893</b>	<b>\$1,765,660</b>	<b>(\$1,650)</b>	<b>\$11,900</b>	<b>\$21,647</b>	<b>\$0</b>	<b>\$1,931,450</b>
Interfund Transfers In	4,356	31,250	0	0	0	0	35,606
Fund Balances/Reserves/Net Assets	5,000	2,562	33,000	0	0	0	40,562
<b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>	<b>\$143,249</b>	<b>\$1,799,472</b>	<b>\$31,350</b>	<b>\$11,900</b>	<b>\$21,647</b>	<b>\$0</b>	<b>\$2,007,618</b>
<b>EXPENDITURES</b>							
General Government	61,699	3,325	100	0	0	0	65,124
Public Safety	76,494	0	0	0	0	0	76,494
Physical Environment	0	0	0	0	0	0	0
Transportation	0	1,790,416	0	11,900	(338,540)	0	1,463,776
Debt Services	0	0	0	0	0	0	0
Economic Environment	0	0	0	0	0	0	0
Human Services	0	0	0	0	0	0	0
Culture/Recreation	700	0	0	0	0	0	700
Other	0	0	0	0	0	0	0
Court Related	0	125	0	0	0	0	125
<b>TOTAL EXPENDITURES</b>	<b>\$138,893</b>	<b>\$1,793,866</b>	<b>\$100</b>	<b>\$11,900</b>	<b>(\$338,540)</b>	<b>\$0</b>	<b>\$1,606,219</b>
Interfund Transfers Out	0	4,356	31,250	0	0	0	35,606
Fund Balances/Reserves/Net Assets	4,356	1,250	0	0	360,187	0	365,793
<b>TOTAL APPROPRIATED EXPENDITURES</b>	<b>\$143,249</b>	<b>\$1,799,472</b>	<b>\$31,350</b>	<b>\$11,900</b>	<b>\$21,647</b>	<b>\$0</b>	<b>\$2,007,618</b>

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
GENERAL BUSINESS / AGENDA ITEM 22**

**SUBJECT:** Request the Board of County Commissioners Approve the Professional Services Agreement for Auditing Services with Carr, Riggs & Ingram, LLC for the Three Year Period Commencing with the Fiscal Year Ending September 30, 2011 and Authorize the Chairman to Execute All Required Documents.

**DATE OF MEETING:** August 15, 2011

**OVERVIEW/SUMMARY:** On December 6, 2010, the Board of County Commissioners, by resolution, established the audit committee contemplated by the provisions of Section 218.391(2) and (3), Florida Statutes, whose primary purpose (as stated in the resolution) was to assist the Board in selecting an auditor to conduct the annual financial audit required by the provisions of Section 218.39, Florida Statutes.

At the June 20, 2011 Meeting, the Board of County Commissioners approved the Audit Committee's Ranking of Firms as follows:

1. Carr, Riggs & Ingram, LLC
2. Berman Hopkins Wright & LaHam, CPAs and Associates, LLP
3. Moore Stephens Lovelace, P.A.
4. Purvis, Gray and Company, LLP

and authorized Staff to begin Contract Negotiations with Carr, Riggs & Ingram, LLC. The professional services agreement submitted for your consideration today has been reviewed by your staff as well as by the Clerk of the Circuit Court and Alan G. Nast, Partner with Carr, Riggs & Ingram, LLC.

The agreement has an initial term of three years with the option to renew for two additional one-year periods, under terms and conditions approved at the time of renewal.

Given the fact that audit fees for the initial three year term were included as a part of the proposal process, they were already established and not subject to this negotiation. As included in their proposal, the all-inclusive maximum annual audit fees were as follows:

	<u>Fiscal Year Ending September 30,</u>		
	<u>2011</u>	<u>2012</u>	<u>2013</u>
All-inclusive maximum audit fee	<u>\$143,325</u>	<u>\$146,000</u>	<u>\$149,000</u>

The proposal process as well as the activities of the Audit Committee were governed by the provisions of Sections 218.39 and 218.391, Florida Statutes. All meetings of the Audit Committee were publicly noticed and open to the public to attend.

**FUNDING INFORMATION:** As included in the agreement presented for the Board's consideration, the cost of completing the audit for the fiscal year ending September 30, 2011 is \$143,325. This compares favorably with the \$158,074 fee charged by our previous auditors for the completion of the audit for the fiscal year ending September 30, 2010. Funding for the provision of external audit services is appropriated by the Board annually in account number 001-4900-513.32-90 (General Fund/Pooled Account/Operating Expenses/CPA Fees). We have included the proposed fee of \$143,325 in the proposed budget presented to you on July 15, 2011. In the event that the auditors complete and bill the County for "interim fieldwork" completed prior to September 30, 2011, it may be necessary to amend the amount budgeted in fiscal year 2010-11 budget in account number 001-4900-513.32-90 since the amount budgeted in that account in the current fiscal year has been exhausted. The proposed audit fees for the fiscal years ending September 30, 2012 and September 30, 2013 are \$146,000 and \$149,000 respectively. Appropriations beyond fiscal year 2010-11 are subject to future approval by the Board of County Commissioners.

**DEPT./CONTACT/PHONE #:** Financial Services/Thomas P. Klinker/313-4008

**RECOMMENDATIONS:** Request the Board of County Commissioners Approve the Professional Services Agreement for Auditing Services with Carr, Riggs & Ingram, LLC for the Three Year Period Commencing with the Fiscal Year Ending September 30, 2011 and Authorize the Chairman to Execute All Required Documents.

**ATTACHMENTS:**

Professional Services Agreement for Auditing Services with Carr, Riggs & Ingram, LLC (Including Exhibits A, B, and C)



  
\_\_\_\_\_  
Thomas P. Klinker, CPA, CGFO, CPFO  
Financial Services Director

August 9, 2011  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Craig M. Coffey  
County Administrator

August 9, 2011  
\_\_\_\_\_  
Date

Deputy County Admin.  
Financial Services  
Legal

Initials Date  
 8-9-11  
TPK 08/09/11  
 8/9/11

**FLAGLER COUNTY, FLORIDA**

**Professional Services Agreement  
for  
Auditing Services**

***Flagler County Request for Proposals No. # FC-11-R03***

This Professional Services Agreement ("Agreement") is made and entered into as of the 15<sup>th</sup> day of August, 2011 (the "Effective Date") by and between Flagler County, with offices located at 1769 E. Moody Boulevard, Bunnell, Florida 32110 (hereinafter referred to as "COUNTY"), and Carr, Riggs & Ingram, LLC, a Florida corporation, with offices located at 4010 N.W. 25<sup>th</sup> Place, Gainesville, Florida 32606 (hereinafter referred to as "AUDITOR") (collectively, "COUNTY" and "AUDITOR" are hereinafter referred to as "PARTIES").

***Witnesseth***

**WHEREAS**, COUNTY desires AUDITOR to provide certain professional services for the project described in *EXHIBIT "A"* attached hereto ("PROJECT"), and AUDITOR desires to provide such professional services to COUNTY pursuant to the terms hereinafter set forth.

**WHEREAS**, the COUNTY is desirous of entering into a contractual agreement with an audit firm to provide auditing services to the COUNTY; and

**WHEREAS**, the COUNTY previously solicited proposals from qualified audit firms to provide auditing services for the COUNTY; and

**WHEREAS**, the COUNTY reviewed and evaluated all proposals received and recommended the selection of the AUDITOR to provide said auditing services.

**NOW, THEREFORE**, the PARTIES, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

**1. Provision of Services**

1.1 AUDITOR agrees to provide, in accordance herewith, the professional services described in the Scope of Services attached hereto as *EXHIBIT "A"*, the Standard Terms and Conditions for Contracts, Agreements, Bids and Quotes for Purchase of Services and Goods by Flagler County attached hereto as *EXHIBIT "B"*, and the Audit Engagement Letter attached hereto as *EXHIBIT "C"* all by this reference made a part hereof, within the PROJECT time periods stipulated therein (the "Services"). In the event of any conflict between this agreement and attached *EXHIBIT "A"* or attached



*EXHIBIT "B"*, this agreement shall prevail. In the event of any conflict between this agreement and attached *EXHIBIT "C"*, attached *EXHIBIT "C"* shall prevail.

1.2 AUDITOR shall prepare a schedule of findings and questioned costs to summarize the results of the audit in accordance with the requirements of OMB Circular A-133.

1.3 In connection with the planning and the performance of the audit, generally accepted auditing standards and *Government Auditing Standards* require that certain matters be communicated to the Board of County Commissioners. AUDITOR will report these matters directly to the Board of County Commissioners, as directed, any fraud of which AUDITOR becomes aware that involves senior management and any fraud (whether caused by senior management or other employees) of which AUDITOR becomes aware that causes a material misstatement of the financial statements.

1.4 AUDITOR will advise COUNTY about accounting principles and their application and will assist in the preparation of the financial statements.

1.5 The audit schedule will require all financial statement "final draft" reports, compliance reports and federal and state single audit reports to be delivered by March 15<sup>th</sup> of each year.

1.6 AUDITOR will use due care in performing its duties and responsibilities and shall be responsible for any loss which the County sustains to the extent that such loss is proximately caused by AUDITOR's willful misconduct or gross negligence. AUDITOR shall have no liability to any party for failure of, or delay in its performance under this Agreement as a result of any act of God, fire, other catastrophe, electrical or computer failure, any events beyond the control of AUDITOR or fraud committed by third parties. In no event shall AUDITOR be construed as a fiduciary for any party. AUDITOR shall reimburse the County for any loss of funds (with interest at the Fed Funds rate) that the County may suffer as a result of or due to the negligence of or the intentional wrongful acts of commission or omission by AUDITOR.

1.7 Should COUNTY issue a purchase order or other instrument related to AUDITOR'S Services, it is understood and agreed that such document is for COUNTY'S internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of the Agreement. If COUNTY does issue a purchase order or other similar instrument, it is understood and agreed that AUDITOR shall indicate the purchase order number on the invoices sent to COUNTY.

1.8 The Services shall be performed by AUDITOR with professional care, skill and diligence. The AUDITOR is responsible to provide all quality control/quality assurance necessary to provide the Services to the COUNTY. AUDITOR agrees to reimburse the COUNTY for any and all costs incurred to the COUNTY for failure of the AUDITOR to control the quality and/or completeness of the AUDITOR'S work.



## 2. COUNTY'S Responsibilities

2.1 COUNTY shall provide full information regarding its requirements for the Services or Project and shall provide AUDITOR, its agents and sub-contractors reasonable access to the site of work.

2.2 COUNTY shall designate a representative authorized to act as a liaison with respect to the PROJECT or as to facilitate the progress of AUDITOR'S Services.

2.3 COUNTY shall provide AUDITOR, its agents and sub-contractors access to its records to the extent available to perform AUDITOR'S obligations hereunder. If any off-site investigations are required, COUNTY shall provide reasonable access rights as necessary. If COUNTY is not the owner of the subject site in question, it is COUNTY'S responsibility to attempt to secure available access rights from site owners.

## 3. Term of Agreement

This Agreement shall commence for the audit of the fiscal year ending September 30, 2011 and shall be for an initial three (3) year period, unless sooner terminated as provided in Section 7 hereof, with the option to renew for two additional (1), one-year periods, under terms and conditions approved at the time of renewal. The decision to renew this Agreement will be at the discretion of the County.

## 4. Compensation and Method of Payment

4.1 AUDITOR shall invoice COUNTY monthly in arrears for all Services satisfactorily provided (based on audit hours completed) pursuant to the Agreement. COUNTY agrees to pay AUDITOR monthly via check as stated herein for the Services within the period of time established by the Florida Prompt Payment Act after the date of receipt of an approved invoice therefore. COUNTY shall notify AUDITOR in writing of any disputed amount contained on an invoice in accordance with the Florida Prompt Payment Act.

4.2 AUDITOR agrees to provide the services specified at the fees and costs set forth below:

	Fiscal Year Ending September 30,		
	2011	2012	2013
All-inclusive maximum audit fee	<u>\$143,325</u>	<u>\$146,000</u>	<u>\$149,000</u>

All-inclusive maximum audit fees are based on the amount of time required for the audit at various levels of responsibility, plus actual recoverable expenses. Such expenses include all travel, lodging, subsistence and an allocation of office charges in support of AUDITOR's services, including computer usage, telephone, postage, photo reproduction, couriers and similar expenses.



4.3 All-inclusive maximum audit fees for the two optional (1), one-year periods (i.e. for the fiscal years ending September 30, 2014 and September 30, 2015) shall be negotiated in advance of the renewal of this agreement.

4.4 AUDITOR may provide additional auditing services not covered by this Agreement which may be requested by the COUNTY, at such cost and under such terms as may be agreed upon in writing by the PARTIES and such additional services shall then be subject to all of the terms and conditions of this Agreement as fully as if set forth herein.

## 5. Agreement Changes

During the performance of the Services hereunder, COUNTY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require additional services by AUDITOR then, upon completion of such additional Services, AUDITOR shall be entitled to an equitable increase in compensation for additional Services rendered due to such Changes. Such additions and changes therefore shall be agreed to by both PARTIES prior to performing the service(s).

## 6. Insurance

6.1 AUDITOR shall maintain the following insurance coverage's during the performance of its Services under this Agreement:

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation & Employers' Liability	Statutory
General Liability	
Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000/\$1,000,000
Automobile Liability	
Bodily Injury/Property Damage Combined	\$1,000,000/\$1,000,000
Professional Liability (including errors and omissions)	\$1,000,000/\$1,000,000

6.2 AUDITOR shall provide COUNTY with a Certificate of Insurance indicating that the above-described coverages are in effect. Such certification shall stipulate the COUNTY shall be notified of any change in coverage or cancellation of policies thirty (30) days prior to any such action and shall be in such form as is acceptable to the COUNTY (for example, an ACORD 25 Form). The certificate for General and Automobile Liability shall identify the COUNTY as additionally insured. Flagler County is not required to be named as "additional insured" for the Professional Liability Coverage.



## **7. Termination/Suspension**

This Agreement may be terminated without cause by the COUNTY upon ninety (90) days advance written notice to the AUDITOR. In the event of termination by the COUNTY, AUDITOR shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination. The AUDITOR may terminate this Agreement with the COUNTY by giving 120 days advance written notice to the COUNTY

## **8. Ownership of Documents**

All workpapers prepared by the AUDITOR pursuant to this Agreement shall remain the property of the AUDITOR. It is understood and agreed between the PARTIES that workpapers owned by the AUDITOR are not public records as that term is defined in Chapter 119, Florida Statutes. AUDITOR may be requested to make certain workpapers available to granting agencies pursuant to authority given by law or regulation. If requested, access to such workpapers will be provided under the supervision of the AUDITOR. Furthermore, upon request, AUDITOR may provide photocopies of selected workpapers to granting agencies. They may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

## **9. Equal Opportunity Employer**

AUDITOR certifies it is an equal opportunity employer and AUDITOR does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

## **10. Construction**

This Agreement, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida. The exclusive jurisdiction and venue for resolving all issues relating to this Agreement shall be the Circuit Court of Flagler County, Florida.

## **11. Successors and Assigns**

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors and assigns. This Contract shall not be assigned without written consent of the COUNTY.

## **12. Entire Agreement**

This Agreement and the Exhibits hereto set forth the entire Agreement between the PARTIES. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon COUNTY or AUDITOR unless reduced to writing and signed by both PARTIES. The captions and numbers appearing herein are inserted only as a matter of convenience and are not



intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

#### **14. Partial Invalidity**

If any provision of this Agreement and its Exhibits, or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances (other than those as to which it is held invalid) shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### **15. Notices**

Any notices, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person, sent by United States Certified, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) business days after depositing in U.S. Mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY.

#### **16. No Partnership**

Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between COUNTY and AUDITOR, and they are and shall remain independent one as to the other.

#### **17. Declaration**

"The AUDITOR warrants he or she has not employed or retained any company or person, other than a bona fide employee of the AUDITOR to solicit or secure this Agreement and that he or she has not paid or agreed-to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the AUDITOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Flagler County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration."

#### **18. No Third-Party Beneficiaries**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than COUNTY and AUDITOR, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COUNTY and AUDITOR and not for the benefit of any other PARTY.



**19. Counterparts**

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the PARTIES hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the PARTIES hereto.

**20. Public Records**

Subject to the limitations contained in Paragraph 8 above (Ownership of Documents), The AUDITOR shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and those made or received by the COUNTY in conjunction with this PROJECT.

**IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

COUNTY

AUDITOR

Board of County Commissioners  
Flagler County, Florida

Carr, Riggs & Ingram, LLC

\_\_\_\_\_  
Alan C. Peterson, Chairman

\_\_\_\_\_  
Alan G. Nast, CPA, Partner

Attest:

\_\_\_\_\_  
Gail Wadsworth, Clerk of the Circuit Court  
and Ex-Officio Clerk to the Board of  
County Commissioners

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Albert J. Hadeed, County Attorney

**CORPORATE SEAL:**



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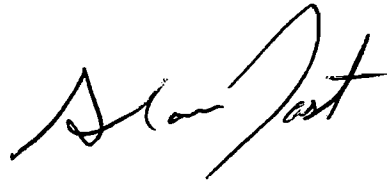
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COUNTY

AUDITOR

Board of County Commissioners  
Flagler County, Florida

Carr, Riggs & Ingram, LLC



\_\_\_\_\_  
Alan C. Peterson, Chairman

\_\_\_\_\_  
Alan G. Nast, CPA, Partner

Attest:

\_\_\_\_\_  
Gail Wadsworth, Clerk of the Circuit Court  
and Ex-Officio Clerk to the Board of  
County Commissioners

APPROVED AS TO FORM:

\_\_\_\_\_  
Albert J. Hadeed, County Attorney

**CORPORATE SEAL:**

## Exhibit A

### SCOPE OF SERVICES:

A. The COUNTY desires AUDITOR to express an opinion on the fair presentation of its basic financial statements, which are prepared for inclusion in the County Annual Financial Report (AFR), in conformity with accounting principles generally accepted in the United States for the Board and County Agencies as defined in Section 11.45(1)(b), Florida Statutes. AUDITOR is not required to audit the Management Discussion and Analysis (MD&A) or the supporting schedules contained in the annual financial report. However AUDITOR is to provide an "in-relation-to" report on these supporting schedules based on the auditing procedures applied during the audit of the basic financial statements. AUDITOR is not required to audit the statistical section of the report (if presented).

B. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

The County's Annual Financial Report (AFR).

A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. In addition to the report for the County as a whole, a separate report is required for each of the five Constitutional Officers.

A report on the internal control structure, based on the auditor's understanding of the control structure and assessment of control risk. A separate report is required for the County and each Constitutional Officer.

A report on compliance with applicable laws and regulations. A separate report is required for the County and each Constitutional Officer.

All reports as necessary to comply with current laws and regulations, as amended, relating to Federal grants received by the County and State of Florida financial assistance programs.

Any other attestations as may be currently required in the year being audited by Florida Statutes, Florida Administrative Code, or County bond covenants. This includes, but is not limited to, certification on additional court costs, county funding of court related obligations (Sec. 29.0085, Florida Statutes), and review of investment policy, certification on solid waste landfill closure, post-closure financial responsibility, Data Collection Form, and Annual Report to the Department of Financial Services.



Management letter with required elements as required by Chapter 10.550 of the Rules of the Auditor General.

In the required report(s) on internal controls, the auditor shall communicate any significant deficiencies found during the audit. In addition, the audit reports should include all necessary components and disclosures required by Chapter 10.550 of the Rules of the Auditor General.

Significant deficiencies that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditor shall be reported in the management letter, which shall be referred to in the report(s) on internal controls. Separate management letters shall be issued for the Board and each Constitutional Officer.

The reports on compliance shall include all reportable instances of non-compliance with applicable laws and regulations.

The auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware. Such report shall be made to those responsible for governance or management.

#### C. Special Considerations

Flagler County may send its Annual Financial Report to the Government Finance Officers Association of the United States and Canada for consideration for its Certificate of Achievement for Excellence in Financial Reporting Program. It is expected that the auditor will provide any special assistance necessary to ensure Flagler County meets the requirements of that program. Flagler County has not previously received this award.

Flagler County may prepare one or more official statements in connection with the sale of debt securities that will contain the basic and fund financial statements and the auditor's report thereon. The auditor shall be required under the contract, if requested by the financial advisor or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters."

The Clerk of the Circuit Court's staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The Clerk of the Circuit Court will prepare the financial statements for the Board of County Commissioners and Clerk of the Circuit Court; other offices provide their own. Any additional information provided will be in the format maintained by the Clerk of the Circuit Court. The preparation of confirmations will be the responsibility of the Clerk of the Circuit Court for the Board and the Clerk of the Circuit Court; other offices will prepare their own.





The auditor will be required to prepare the financial statements and the accompanying notes for the Constitutional Offices of the Sheriff, Tax Collector, Property Appraiser, and Supervisor of Elections.

The partner-in-charge and the audit manager will attend up to two (2) public meetings and up to two (2) related meetings with applicable management for discussion of the County's finances and audits, if requested by the Board.

Working Paper Retention and Access to Working Papers - All working papers and reports for each year audited must be retained, at AUDITOR's expense, for a minimum of five years, unless AUDITOR is notified in writing by Flagler County of the need to extend the retention period. AUDITOR will be required to make working papers available upon request, to the following parties or their designee:

- Flagler County
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments or by Flagler County as part of an audit quality review process.

In addition, AUDITOR shall respond to the reasonable inquiries of successor firms and allow successor firms to review working papers of continuing significance.

#### D. Description of the Government

The County is a political subdivision of the State of Florida. The County is organized under Article III of the Constitution of the State of Florida that empowers the creation of political subdivisions of the State. It is governed by an elected Board, which derives its authority from Florida Statutes and regulations. In addition to the members of the Board, there are five elected Constitutional Officers that are legally separate entities: Clerk of the Circuit Court, Sheriff, Tax Collector, Property Appraiser and Supervisor of Elections. The Constitutional Officers maintain separate accounting records and budgets.

For the purpose of this engagement the financial reporting entity includes the County (the primary government) and its component units as required by accounting principles generally accepted in the United States.

The component units discussed below, if any, are included in the County's reporting entity either because of the significance of the operational relationship or the County is financially accountable for the component unit.

Blended Component Units, although legally separate entities, are in substance part of the government's operations and so data from these units are combined with data of the primary government and therefore are included within the scope of this audit.

1. Blended Component Units-The County includes the five elected Constitutional Officers as Blended Component Units. There are no additional Blended Component Units.



2. Discretely Presented Component Units-The County currently does not include any discretely presented component units.

E. Fund Reporting Structure (Countywide Financial Statements as of 9/30/09) current funds may include but not be limited to:

Fund Type/Account Group	Number of Individual Funds			Number With Legally Adopted Annual Budgets
	Major	Non-Major	Total	
General Fund	1	0	1	1
Special Revenue Funds	2	43	45	43
Debt Service Funds	0	6	6	6
Capital Projects Funds	0	5	5	5
Enterprise Funds	3	2	5	0
Internal Service Funds	1	0	1	0
Fiduciary Funds	0	10	10	0

F. Time Requirements

1. Date Audit May Commence: Interim audit work may be commenced at any date after the execution of the contract between the parties. However, interim work shall not be performed during the month of September unless agreed to by the Director of Finance and Accounting, or other respective County Officers, as applicable.

Proposed Audit Time-Line. AUDITOR shall schedule its audit work to perform a substantial portion prior to fiscal year-end.

Timeline	Action
June 1 – Sept. 1	Interim field work and entrance conference
September 30	Fiscal year end
Sept. 30 – Oct. 30	Books are Preliminarily closed for Constitutional Officers and the general ledgers are provided to the independent auditor; begin field work on Constitutional Officers
Oct 30-Dec 31	Financial statements for Constitutional Officers prepared.
Jan 1 – Feb 1	Constitutional Exit Interviews completed
Jan 1	Books are closed for Board of County Commissioners and the general ledger is provided to the independent auditor; field work begins on the Board
February 1	Board field work complete
March 1	First draft of County financial statements is provided to the independent auditor
March 15	Comments provided by independent auditor regarding draft of financial statements
March 15-31	Final review of financial statements
March 31	AFR printing, conduct exit conference
April	Presentation of AFR to the Board of County Commissioners in conjunction with the Clerk of the Circuit Court

2. Purpose of Conferences

- a. Entrance Conference - To discuss prior audit problems and the interim work to be performed. Establish overall liaison for the audit, make arrangements for work space and establish time requirements.
  - b. Exit Conference - Summarize the results of the fieldwork and review significant findings.
  - c. Progress Conferences - These should be held on an as needed basis to inform the County or Constitutional Officer of preliminary results that need immediate attention (or of a significant nature).
3. Date Final Report is due: The Clerk of the Circuit Court in her role as the Chief Financial Officer oversees preparation of draft financial statements, notes and all required supplementary schedules and statistical data (as appropriate). These will be available to audit by March each year. The auditor shall provide all recommendations, revisions and suggestions for improvement to the Chief Financial Officer no later than two (2) weeks after receipt of draft financial statements from the Clerk of the Circuit Court.
4. Subsequent year's reporting schedules will be determined at a time preceding the engagement year.
5. The signed copies of the final report (in electronic format) should be delivered to:

Clerk of the Circuit Court  
Flagler County Justice Center  
1769 E. Moody Blvd, Bldg #1  
Bunnell, FL 32110G.

G. County Responsibilities:

1. The Clerk of the Circuit Court's staff and responsible management personnel will be available during the audit to assist AUDITOR by providing information, documentation and explanations. The Clerk of the Circuit Court will prepare the financial statements for the Board of County Commissioners and Clerk of the Circuit Court; other offices provide their own. Any additional information provided will be in the format maintained by the Clerk of the Circuit Court. The preparation of confirmations will be the responsibility of the Clerk of the Circuit Court for the Board and the Clerk of the Circuit Court; other offices will prepare their own.
2. Flagler County Clerk of the Circuit Court will provide the auditor with reasonable work space, desks and chairs. The auditor will also be provided with access to one telephone line, photocopying facilities and a facsimile machine (address on-line access).
3. AFR report preparation, editing and printing shall be the responsibility of the Clerk of the Circuit Court.



## Exhibit B

### TERMS AND CONDITIONS:

1. AUDITOR will obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the COUNTY, with the Certificate Holder listed as Flagler County Board of County Commissioners, to verify such coverage.

a. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$100,000.00 for Employers' Liability. **Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.**

b. Commercial General Liability - The AUDITOR shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this CONTRACT or shall be at least twice the required occurrence limit. The COUNTY shall be specifically included as an additional insured on the general liability policy.

c. Business Automobile Liability - The AUDITOR shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

d. Professional Liability - \$1,000,000.00

2. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or contractor under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

3. The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.



4. It is the intent of the County to enter into a three (3) year term contract, with renewal clause for two (2) additional one (1) year terms for services as described herein.

5. Option to Extend. The performance period of any contract resulting from this request for proposal may be extended upon mutual agreement between the contractor and Flagler County. Either party may request an extension to the resulting agreement at least ninety (90) days prior to expiration of the resulting Agreement.

6. Alien Workers – Flagler County does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act. 8 United States Code §132a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the Contract, Agreement, Proposal or Quote for purchase of services and goods by Flagler County

7. FLORIDA PROMPT PAYMENT ACT – Payments of any sum due by Flagler County shall be in accordance with the “Local Government Prompt Payment Act” as set forth in Part VII of Chapter 218, Florida Statutes.

County is obligated only to the extent that funds for such purpose have been appropriated in the County budget. Should the County not include funds for this expense the agreement is null and void.

8. DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to the Request for Proposal, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

9. CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – This agreement is subject to Chapter 112, Florida Statutes. All proposers must disclose the name of any officer, director, or agent who is also an employee of the Flagler County Board of County Commissioners or any of the five Constitutional Offices of Flagler County. Further, the Auditor must disclose the name of any Flagler County Board of County Commissioners or any of the five Constitutional Offices of Flagler County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer’s firm.

The Auditor certifies that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the agreement and that the proposer is not financially interested in, or otherwise affiliated in a business way with any other proposer on the Audit Services contract.



10. NON-PERFORMANCE –

- Time is of the essence in this contract and failure to deliver within the time period shall be considered a default.
- In case of default, the County may procure the required services from other sources and hold the AUDIT FIRM responsible for any excess costs occasioned thereby and may immediately cancel the contract.

A handwritten signature in black ink, appearing to be the initials 'ASW' or similar, located in the bottom right corner of the page.

## Exhibit C

### ENGAGEMENT LETTER:

June 24, 2011

Flagler County Board of County Commissioners  
Bunnell, Florida

We are pleased to confirm our understanding of the services we are to provide for Flagler County for the years ending September 30, 2011, 2012, and 2013.

We will audit the basic financial statements of the County and each of the Constitutional Officers.

#### **Audit Objectives**

The objective of our audit is the expression of an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of additional information when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs/projects and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program/project in accordance with the Single Audit Act, OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organization and the Florida Single Audit Act.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of management, specific legislative or regulatory bodies, federal and state awarding agencies, and if applicable, pass-through entities.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the Rules of the Auditor General; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act; OMB Circular A-133; and the Florida Single Audit Act, and will include tests of accounting records and other procedures we consider necessary to



enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

### **Management Responsibilities**

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal and state award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal and state awards, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Additionally, as required by OMB Circular A-133 and the Florida Single Audit Act, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As part of our engagement we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. Further, you are responsible for designating a qualified management level individual to be responsible and accountable for overseeing these services.

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. As required by the Single Audit Acts, our audit will include tests of transactions related to major programs/projects for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because of the concept of reasonable





assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect errors, fraud, or other illegal acts that are immaterial to the financial statements or to major programs/projects. However, we will inform you of any material errors and any fraud that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to these inquiries. At the conclusion of our audit, we will require you to furnish us a letter (commonly referred to as a management representation letter) confirming your responsibility for your financial statements and certain other items and matters related to them. By signing this engagement letter and furnishing a management representation letter, you agree to indemnify us and hold us harmless for any liability and costs arising from known misrepresentations by management.

#### **Audit Procedures – Internal Controls**

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the basic financial statements and on compliance with requirements applicable to major programs/projects.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the basic financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the basic financial statements. Tests of controls relative to the basic financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133 and the Florida Single Audit Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133 and the Florida Single Audit Act.



An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will communicate any matters involving internal control and its operation that we consider to be significant deficiencies under standards established by the American Institute of Certified Public Accountants.

### **Audit Procedures – Compliance**

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards. OMB Circular A-133 and the Florida Single Audit Act require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs/projects. Our procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement, and the State Projects Compliance Supplement. The purpose of those procedures will be to express an opinion on the County's compliance with requirements applicable to major programs/projects in our report on compliance issued pursuant to OMB Circular A-133 and the Florida Single Audit Act.

### **Audit Administration, Fees, and Other**

We understand that your employees will assist in preparing cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing. At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. It is also management's responsibility to submit the reporting package pursuant to the requirements of the Florida Single Audit Act. At the conclusion of the engagement, we will provide information to management as to where the audit reports and reporting packages should be submitted and the number to submit.

The workpapers for this engagement are the property of Carr, Riggs & Ingram, LLC and constitute confidential information. However, we may be requested to make certain workpapers available to granting agencies pursuant to authority given by law or regulation. If requested, access to such workpapers will be provided under the supervision of Carr, Riggs & Ingram, LLC personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to granting agencies. They may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.



The workpapers for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by granting agencies. If we are aware that a federal awarding agency, pass – through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fees for these services will be as summarized below. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full.

	Fiscal Year Ending September 30,		
	2011	2012	2013
All-inclusive maximum audit fee	\$143,325	\$146,000	\$149,000

The audit fees quoted above include all of the County's specifications included in RFP # FC 11 R03.

Our fee quotes are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss the reasons with you and arrive at a new fee estimate.

Government Auditing Standards require that we provide you with a copy of our most-recent quality control review report. Our most recent peer review report accompanies this letter.

In the event that we fail to render audit services for which we have been engaged, the County may cancel and terminate this agreement upon the giving of thirty (30) days public notice.

This contract contains a renewal option pursuant to Section 218.391, Florida Statutes. The contract may be extended for additional periods at the discretion of the County and will continue in effect until cancelled by either party.

We appreciate the opportunity to be of service to Flagler County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign one of the copies and return it to us, and this letter will continue in effect until canceled by either party.

**CARR, RIGGS & INGRAM, LLC**  
**CERTIFIED PUBLIC ACCOUNTANTS**



RESPONSE:

This letter correctly sets forth the understanding of  
**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

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Signature

Alan C. Peterson  
Printed Name and Title

August 15, 2011  
Date

