



Flagler County Board of County Commissioners Meeting Agenda

March 7, 2022 • 9:00 a.m.

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

1. **Pledge to the Flag and Moment of Silence**
2. **Additions, Deletions and Modifications to the Agenda**
3. **Announcements by the Chair**
4. **Recognitions, Proclamations and Presentations:**
 - 4a) **Recognitions: Recognition of Shannon Nolan for Obtaining her Certified Professional Public Buyer (CPPB) Certification from the National Institute for Governmental Purchasing (NIGP)** *(Requested by Holly Durrance, Purchasing Manager)*
 - 4b) **Proclamations: Government Finance Professionals Week – March 14-18, 2022** *(Requested by E. John Brower, Financial Services Director)*
 - 4c) **Presentations:**
 - 1) **Town of Beverly Beach Transfer of American Rescue Plan Act (ARPA) Funds to Flagler County Fire Rescue for the Purchase of Emergency Medical Equipment** *(Presented by Beverly Beach Mayor Stephen Emmett)*
 - 2) **American Rescue Plan Act (ARPA) Update** *(Presented by Jorge Salinas, Deputy County Administrator)*
5. **Community and Board Comments:**
 - 5a) **Community Outreach:** *This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*
 - 5b) **Board Comments on Consent Items**
6. **Consent: Constitutional Officers:**
 - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
 - 1) Revenue Collected for January 2022
 - 2) Disbursement Report for Week Ending February 11, 2022
 - 3) Disbursement Report for Week Ending February 18, 2022
 - 6b) **Clerk: Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
 - 1) February 21, 2022 Strategic Planning Workshop
 - 2) February 21, 2022 Regular Meeting

- 6c) **Supervisor of Elections: Consideration to Amend the Supervisor of Elections (SOE) FY 2021-22 Budget in the amount of \$112,443:** Request the Board approve the Amendment of the SOE's FY 2021-22 Budget in the Amount of \$112,443. *(Requested by Kaiti Lenhart, Supervisor of Elections)*

7. Consent: BOCC Departments:

- 7-a) **Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew. *(Requested by Johnathan Lord, Emergency Management Director)*
- 7-b) **Request the Board Amend the FY 22-26 Capital Improvement Plan (CIP), Adding the Replacement of Damaged and Worn Flooring in the Emergency Operations Center to be Completed in FY22:** Request the Board amend the FY 22-26 CIP to include the replacement of worn flooring in the Emergency Operation Center in FY22, at a grant-funded cost of \$34,857.66. *(Requested by Mike Dickson, General Services Director and Johnathan Lord, Emergency Management Director)*
- 7-c) **Consideration of Invitation to Bid (ITB) Award 22-013B for Aggregates and Road Base Materials to Environmental Land Services of Flagler County, Inc. and Green Dream International:** Request the Board approve Bid Award 22-013B to Environmental Land Services of Flagler County, Inc. and Green Dream International for a period of one (1) year with the option of four (4) additional renewals if mutually agreed on by both parties at least thirty (30) days before contract expiration. *(Requested by Holly Durrance, Purchasing Manager and Ryan Prevatt, Road and Bridge Manager)*
- 7-d) **Consideration of the Final Ranking and Authorization to Negotiate Request for Statement of Qualifications #22-007Q, Architectural & Engineering Services for Design of New Fire Stations:** Request the Board consider the final ranking of Request for Statement of Qualifications #20-007Q, Architectural & Engineering Services for Design of New Fire Stations, authorize staff to negotiate a contract with the top ranked firm and, if necessary, to negotiate a contract with the second ranked firm. *(Requested by Holly Durrance, Purchasing Manager and Michael Tucker, Fire Chief)*
- 7-e) **Consideration of an Application for Federal Transportation Grant 5307:** No funding is required at this time for the approval to apply for this grant. Once awarded, staff will return before the board to accept and appropriate the award and provide details regarding the plan for expending these grant funds along with any required matching funds. *(Requested by Mike Dickson, General Services Director)*
- 7-f) **Consideration to Transfer Funds from Reserves from the Environmental Sensitive Lands Fund 119 for PFM and Bank Analysis Fees in the Amount of \$2,000:** Request the Board approve Budget Transfer 22-116. *(Requested by E John Brower, Financial Services Director and Michael Lagasse, Public Land and Natural Resource Manager)*
- 7-g) **Consideration to Transfer Funds from General Fund Reserves for the Remaining Balance of the Tyler Munis Financial Solutions Project in the Amount of \$90,000:** Request the Board approve Budget Transfer 22-117. *(Requested by E John Brower, Financial Services Director and Jarrod Shupe, Chief Information Officer)*
- 7-h) **Consideration of a Transfer from Court Technology Reserves to Fund the Court Records System Integration and Support Staffing in the Amount of \$113,000:** Request the Board approve BTR 22-118 to fund the court records system integration and support

staffing and authorize the Chair to execute the amendment and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said amendment, including any amendments approved as to form by the County Attorney. *(Requested by Jarrod Shupe, Chief Information Officer)*

8. General Business: *Presentations limited to 15 minutes with public comments limited to 3 minutes per speaker.*

8-a) Consideration of Board Approval to Grant the County Administrator Temporary Authority to Override All Financial Policies and Procedures as they Relate to the Tyler Munis Software Implementation Project Not to Extend beyond July 31, 2022: Request the Board adopt the resolution granting the County Administrator Authority to override all financial policies and procedures for the Tyler Munis Software Implementation. *(Requested by Jorge Salinas, Deputy County Administrator and E John Brower, Financial Services Director)*

8-b) Consideration of Approval of First Amendment to Maintenance and Easement Agreement for 16th Road Right-of-Way for the Placement of a Monument Sign: Staff recommends that the Board of County Commissioners approve the First Amendment to the Maintenance and Easement Agreement. *(Requested by Adam Mengel, Growth Management Director)*

9. Public Hearings: None

10. Additional Reports and Comments:

10-a) County Administrator Report/Comments

10-b) County Attorney Report/Comments

10-c) Community Outreach: *This thirty-minute time period has been allocated for public comment for items not of the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*

10-d) Commission Reports/Comments/Action

11. Adjournment

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

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in this meeting should contact the (386) 313-4001 at least 48 hours prior to the meeting.

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING MARCH 14-18, 2022 AS
“GOVERNMENT FINANCE PROFESSIONALS WEEK”
IN FLAGLER COUNTY**

WHEREAS, The Florida Government Finance Officers Association (FGFOA) is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and

WHEREAS, FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership, and information; and

WHEREAS, this Government Finance Professionals Week, sponsored by FGFOA and all of its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

WHEREAS, during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication and leadership.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that **March 14-18, 2022** be declared as “**Government Finance Professionals Week**” in the County of Flagler and urge all citizens to join us in extending appreciation to all government finance professionals for their continued leadership, hard work, commitment to the highest ethical standards, and dedication to their profession, our organization, and our citizens.

Adopted this 7th day of March, 2022.

Attest:

**Flagler County Board of
County Commissioners**

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Joseph F. Mullins, Chair
Board of County Commissioners

REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of January, 2022
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

		<u>Check #</u>
Board of County Commissioners		
Automation (Gen)	3,959.20	76502
Drivers Ed Trust Fund (Gen)	2,008.39	76502
Law Enforcement Education (Gen)	341.14	76502
Surcharge for Animal Control	-	0
Pioneer Credit Recovery	-	0
Court Facilities	12,601.58	76497
Alcohol & Drug Abuse	351.69	76496
Legal Aid	1,172.63	76505
Law Library	1,160.30	76504
Court Innovations	1,161.10	0
Juvenile Diversion	1,143.34	76503
Criminal Prevention	1,878.15	76500
Domestic Violence Trust Fund	1,203.60	76501
Teen Court	1,390.61	76506
 Clerk of Court:		
Court General Fund	146,833.90	
 Flagler County Sheriffs Office	2,079.74	76507
 FL Dept of Economic Opportunity	20.00	0
 FL Dept of Labor and Employment Security	-	76495
 City of Bunnell	2,493.25	76492
 City of Flagler Beach	811.97	76493
 City of Palm Coast	5,120.50	76494
 Filing Fees & Court Costs	50,695.59	EFT*
Indigent Criminal Defense TF	4,042.83	
Child Welfare Training TF	165.00	
Displaced Homemaker TF		
Domestic Violence TF	1,815.00	
State General Revenue Fund	6,030.00	
State Courts Revenue TF	21,783.00	
Court Education TF	1,011.50	
Dept of Financial Svcs Admin TF	669.00	
Clerks of the Court TF	-	
Ch 2008-111, Laws of FL	15,179.26	
 DOR - Child Support Fees	427.77	EFT*
Non IV-D, SDU Cases	427.77	

REPORT OF REVENUE COLLECTED
 From the Courts to the Board of County Commissioners
 For the Month of January, 2022
 TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

Motor Vehicles & Vessels		20,650.13	EFT*
Emergency Medical Services TF	1,925.05		
CRIMES COMPENSATION TF	162.00		
Dept of Health EMS TF			
State Courts Revenue TF	3,873.39		
Child Welfare Training TF	394.23		
HSMV Motor Vehicle License TF	2,464.00		
State General Revenue Fund	5,883.68		
DOH Administrative TF	-		
Brain and Spinal Cord Injury TF	1,617.91		
State Agency Law Enf Radio System TF	917.76		
State Attorneys Revenue TF	1,332.77		
Public Defenders Revenue TF	668.38		
Juvenile Welfare Training TF	394.20		
Additional Court Cost Clearing TF	388.78		
Epilepsy Services TF	30.00		
Nongame Wildlife TF	552.98		
Marine Resources Conservation TF	45.00		
Red Light Camera		-	EFT*
State General Revenue Fund	-		
Dept of Health Administrative TF	-		
Brain and Spinal Cord Injury TF	-		
Natural Resources & Conservation		-	
State Game TF	-		
Vital Statistics, Public Health, Tobacco		407.67	EFT*
Department of Health	197.67		
Solid Waste Mgmt TF	50.00		
Department of Education	160.00		
Crimes & Criminal Procedures		-	EFT*
State General Revenue Fund	-		
Crimes Compensation TF	-		
Additional Court Costs		17,003.46	EFT*
Crimes Compensation TF	7,795.98		
Emergency Medical Services TF	285.51		
FDLE Operating TF	594.68		
Brain and Spinal Cord Injury TF	681.16		
Domestic Violence TF	852.64		
Rape Crisis Program TF	1,536.61		
DCF Grants & Donations TF	212.31		
Dept of Financial Services	-		
Fish & Wildlife Operating TF	-		
HSMV Motor Vehicle License TF	331.00		
FDLE Investigative Support TF	-		
DOT State Transportation TF	-		
State Attorneys Revenue TF	4,713.57		

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 02/11/2022

Date: 02/17/2022

Item 06a(2)

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/09/2022	195834	FCBCC GROUP BENEFITS (P/R)	20220211	14,342.39		PAYROLL SUMMARY
				14,342.39		
02/09/2022	195835	FCBCC GROUP BENEFITS FLEX PLAN	20220211	1,674.46		PAYROLL SUMMARY
				1,674.46		
02/09/2022	195836	FLAGLER COUNTY COCC (P/R)	20220211	16.00		PAYROLL SUMMARY
				16.00		
02/09/2022	195837	UNITED WAY OF VOLUSIA-FLAGLER, INC	20220211	1.00		PAYROLL SUMMARY
				1.00		
02/14/2022	195838	ALLEN COCHRAN	2287	589.29		PARKS FEE REFUND 2287 BULL CREEK CAMP SITE #22
			2287	70.71		PARKS SLSTX RFUND 2287 BULL CREEK CAMP SITE #22
				660.00		
02/14/2022	195839	ALYSCIA HUDGINS	3719	100.00		PARKS DEPOSIT REFUND 3719 HERSCHEL KNG PRK PAVILION
				100.00		
02/14/2022	195840	ANGELA HARRIS	2783	100.00		PARKS DEPOSIT RFND-2783 ESPANOLA CC
				100.00		
02/14/2022	195841	BARRY GLENN	R717	200.00		PARKS DEPOSIT RFND-R717 PRINCESS PL COTTAGE
				200.00		
02/14/2022	195842	BELINDA CAPEHART	3849	100.00		PARKS DEPOSIT RFND-3849 HAW CREEK CC
				100.00		
02/14/2022	195843	BETHANY DENARDO	2508	112.15		PARKS FEE REFUND-2508 PRINCESS PLACE PRESERVE
			2508	7.85		PARKS SLSTX REFUND-2508 PRINCESS PLACE PRESERVE
				120.00		
02/14/2022	195844	DEVAUGHN ANDERSON	3801	100.00		PARKS DEPOSIT RFND-3801 ESPANOLA CC
				100.00		
02/14/2022	195845	DORA VIGNOLA	3807	100.00		PARKS DEPOSIT RFND-3807 HIDDEN TRAILS PARK
				100.00		
02/14/2022	195846	EDWARD WATERS	R727	200.00		PARKS DEPOSIT RFND-R727 PRINCESS PL COTTAGE

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				200.00		
02/14/2022	195847	ERICA JOHNSON	3449	37.38		PARKS FEE REFUND 3449 PRINCESS PLACE MOODY 1
			3449	2.62		PARKS SLSTX REFUND 3449 PRINCESS PLACE MOODY 1
				40.00		
02/14/2022	195848	FLAGLER PALM COAST RADIO CLUB	3629	100.00		PARKS DEPOSIT REFUND 3629 BINGS LANDING S PAVILION
				100.00		
02/14/2022	195849	GAETANA CARROLL	R656	200.00		PARKS DEPOSIT RFND-R656 PRINCESS PL COTTAGE
				200.00		
02/14/2022	195850	JAY NERISON	2376	196.43		PARKS FEE REFUND 2376 BULL CREEK CAMP SITE #21
			2376	23.57		PARKS SLSTX REFUND 2376 BULL CREEK CAMP SITE #21
				220.00		
02/14/2022	195851	JOEL WILSON	2425	28.04		PARKS FEE REFUND 2425 PRINCESS PLACE MOODY 3
			2425	1.96		PARKS SLSTX REFUND 2425 PRINCESS PLACE MOODY 3
				30.00		
02/14/2022	195852	KAITLYN HARKINS	3639	100.00		PARKS DEPOSIT REFUND 3639 WADSWORTH PRK-LG PAVILION
				100.00		
02/14/2022	195853	KATHLEEN NORTHEY	3181	37.38		PARKS FEE REFUND-3181 PRINCESS PLACE PRESERVE
			3181	2.62		PARKS SLSTX REFUND-3181 PRINCESS PLACE PRESERVE
				40.00		
02/14/2022	195854	KATHRYN VAZQUEZ	3492	100.00		PARKS DEPOSIT RFND-3492 PRINCESS PLACE PRESERVE
				100.00		
02/14/2022	195855	LINDSAY SHEELER	3388	100.00		PARKS DEPOSIT REFUND 3388 HIDDEN TRAILS CMNTY CNTR
				100.00		
02/14/2022	195856	MARK MORRIS	R686	400.00		PARKS DEPOSIT REFUND R686 PPP COTTAGE # 2 & 3
				400.00		
02/14/2022	195857	MIRANDA GORDON	2540	100.00		PARKS DEPOSIT RFND-2540 HAMMOCK CC
				100.00		

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 02/11/2022

Date: 02/17/2022

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/14/2022	195858	MOLLY/JOANNA YOCUM	2359	100.00		PARKS DEPOSIT REFUND 2359 PPP - OPEN FIELD
			2359	93.46		PARKS FEE REFUND 2359 PPP - OPEN FIELD
			2359	6.54		PARKS SLSTX REFUND 2359 PPP - OPEN FIELD
				200.00		
02/14/2022	195859	MONTANA BIGELOW	3593	100.00		PARKS DEPOSIT REFUND 3593 PRINCESS PLACE PAVILION
			3593	28.04		PARKS FEE REFUND 3593 PRINCESS PLACE PAVILION
			3593	1.96		PARKS SLSTX REFUND 3593 PRINCESS PLACE PAVILION
				130.00		
02/14/2022	195860	REBECCA FLANAGAN	3742	100.00		PARKS DEPOSIT REFUND 3742 HAMMOCK COMMUNITY CENTER
				100.00		
02/14/2022	195861	ROBERT POPWICH	R657	200.00		PARKS DEPOSIT RFND-R657 PRINCESS PL COTTAGE
				200.00		
02/14/2022	195862	ROSA FRAGOSO	3581	18.69		PARKS FEE REFUND-3581 WADSWORTH PARK
			3581	1.31		PARKS SLSTX REFUND-3581 WADSWORTH PARK
				20.00		
02/14/2022	195863	ROSA PANOS	R650	200.00		PARKS DEPOSIT REFUND R650 PPP COTTAGE # 1
				200.00		
02/14/2022	195864	SANDRA KLINGNER	113634	100.00		PARKS DEPOSIT RFND-113634 HAMMOCK CC
				100.00		
02/14/2022	195865	SANDRA OJA-DUNAWAY	R735	200.00		PARKS DEPOSIT RFND-R735 PRINCESS PL COTTAGE
				200.00		
02/14/2022	195866	SARAH WHEDBEE	R658	200.00		PARKS DEPOSIT RFND-R658 PRINCESS PL COTTAGE
				200.00		
02/14/2022	195867	TERRY STIDHAM	3365	46.73		PARKS FEE REFUND-3365 PRINCESS PLACE PRESERVE
			3365	3.27		PARKS SLSTX REFUND-3365 PRINCESS PLACE PRESERVE
				50.00		
02/14/2022	195868	VIRGINIA LACY	R739	200.00		PARKS DEPOSIT RFND-R739 PRINCESS PL COTTAGE

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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Date: 02/17/2022

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
				200.00		
02/14/2022	195869	WILLIAM KINTZ	R698	200.00		PARKS DEPOSIT REFUND R698 PPP COTTAGE # 2
			R698	446.43		PARKS FEE REFUND R698 PPP COTTAGE # 2
			R698	53.57		PARKS SLSTX REFUND R698 PPP COTTAGE # 2
				700.00		
02/14/2022	195870	AETNA LIFE INSURANCE COMPANY	H9701236	5,621.17		FEB 2022 ACTIVE EE VISION
			H9701237	29.42		FEB 2022 COBRA VISION
			H9701238	505.50		FEB 2022 RETIREE VISION
				6,156.09		
02/14/2022	195871	AIRBUS HELICOPTERS, INC.	261138753	18,800.00		H125 PILOT RECURRENCE COURSE 12/1/21-12/3/21
				18,800.00		
02/14/2022	195872	AMERICAN JANITORIAL, INC.	21309	267.31		JANITORIAL SRVCS-JAN 22 SMA HEALTHCARE BLDG
				267.31		
02/14/2022	195873	AMERIFLEX	INV488105	409.20		FEB 2022 COBRA ADMIN FEES
				409.20		
02/14/2022	195874	ANDREW KING MOBILE WELDING INC.	38	4,636.92		ANGLS,TUBING,PLATE FOR PW
			39	920.00		PIPES FOR PW
				5,556.92		
02/14/2022	195875	ARGOS USA, LLC	92630287	4,878.75		CONCRETE FOR REPAIRS FACILITIES
			92632212	2,058.75		CONCRETE FOR REPAIRS FACILITIES
				6,937.50		
02/14/2022	195876	BAKER & TAYLOR, INC	5017479715	89.41		(4)BOOKS FOR THE BUNNELL LIBRARY
			5017483338	96.93		(3)BOOKS FOR THE LIBRARY
			5017492892	52.55		(2)BOOKS FOR THE BUNNELL LIBRARY
			H59824020	12.73		(1)DVD FOR THE LIBRARY
			H59924360	16.12		(1)DVD FOR THE LIBRARY
			H59961090	71.97		(3)DVDS FOR THE LIBRARY
				339.71		

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/14/2022	195877	BESCH AND SMITH CIVIL GROUP, INC.	AP#11 MRNLND AC	49,564.16		PROF SVC:MARNLND DRAINAGE &RDWAY IMPRVMT THRU 1/31
				49,564.16		
02/14/2022	195878	BLACKSTONE PUBLISHING	2019786	30.95		(1)BOOK FOR THE LIBRARY
				30.95		
02/14/2022	195879	BOULEVARD TIRE CENTER	27-95607	3,104.28		2 ALLIANCE FRAME PRORAD TIRES - PW
				3,104.28		
02/14/2022	195880	BREAK THE CYCLE	JAN 2022	4,583.33		OUTPATIENT SUBSTNCE ABUSE TRTMNT SVCS-JAN 2022
				4,583.33		
02/14/2022	195881	CARR RIGGS & INGRAM LLC	17284036	56,000.00		INTERIM BILLING:FIN.STMT AUDIT YEAR END 9/30/21
				56,000.00		
02/14/2022	195882	CARRIER CORPORATION	90171469	375.00		HVAC CHILLER MTCE&INSPECT 1/01/22-3/31/22,FACIL.
			90171469	5,942.87		HVAC CHILLER MTCE&INSPECT 1/01/22-3/31/22,GSB
			90171469	5,942.88		HVAC CHILLER MTCE&INSPECT 1/01/22-3/31/22,JUD CTR
				12,260.75		
02/14/2022	195883	CDW GOVERNMENT LLC	Q479733	1,844.00		HP NOTEBOOK-BUILDING DEPT
			Q539132	1,788.00		HP NOTEBOOK-FIRE/RESCUE
			Q539135	3,576.00		HP NOTEBOOKS-AIRPORT
			Q539136	5,364.00		HP NOTEBOOKS-TDO
			Q591906	532.00		THUNDERBOLT DOCK STATION AIRPORT
			Q591906	532.00		THUNDERBOLT DOCK STATION FIRE/RESCUE
			Q591908	798.00		THUNDERBOLT DOCK STATION TDO
			R068490	2,660.00		THUNDERBOLT DOCK STATION I.T.
			R167788	78.38		COPIER MTNCE-DEC 2021 COUNTY ADMINISTRATION
			R167788	167.02		COPIER MTNCE-DEC 2021 COURT SERVICES
			R211640	22,653.00	G	(450)5C USB FOR ARPA MNTL HEALTH RELOCATION PROJECT
			R216626	666.00		RACK ENCLOSURE 33 DEEP I.T.
			R454056	19,655.64		OUTPUT POWER SUPPLY COURT INNOVATIONS

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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Date: 02/17/2022

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/14/2022	195883	CDW GOVERNMENT LLC	R574393	1,000.00		BOSCH CAMERAS - I.T.
			R574393	1,000.00		BOSCH CAMERAS-COURT INNOVATIONS
			R574393	500.00		BOSCH CAMERAS-E.M.
			R589279	300.72		TRIPP KEYSTONE JACK-I.T.
				63,114.76		
02/14/2022	195884	CENGAGE LEARNING INC.	76308730	138.35		(5)BOOKS FOR THE LIBRARY
			76318200	85.57		(3)BOOKS FOR THE LIBRARY
				223.92		
02/14/2022	195885	CHANGE HEALTHCARE	7004020016	9,564.52		EMS AMBULANCE BILLING 09/01/21-09/30/21
				9,564.52		
02/14/2022	195886	CHURCH ON THE ROCK, PALM COAST	MAR 2022	3,400.00		CONGRGATE MEAL SITE LEASE MARCH 2022-SOCIAL SRVCS
				3,400.00		
02/14/2022	195887	CINTAS CORPORATION	4107770272	34.84		SHOP TOWEL,FENDER COVER FLEET, W/E 01/17/2022
			4107771398	9.63		UNIFORM RNTL W/E 01/17/22 ADMINISTRATION
			4107771398	3.91		UNIFORM RNTL W/E 01/17/22 BULL CREEK
			4107771398	74.01		UNIFORM RNTL W/E 01/17/22 FACILITIES
			4107771398	37.69		UNIFORM RNTL W/E 01/17/22 FLEET
			4107771398	68.65		UNIFORM RNTL W/E 01/17/22 PARKS
			4107771398	7.80		UNIFORM RNTL W/E 01/17/22 PRINCESS PL
			4107771398	123.64		UNIFORM RNTL W/E 01/17/22 TRANSPORTATION
			4107771401	7.80		UNIFORM RNTL W/E 01/17/22 SOLID WASTE
			4108446686	34.84		SHOP TOWEL,FENDER COVER FLEET, W/E 01/24/22
			4108447511	7.80		UNIFORM RNTL W/E 01/24/22 SOLID WASTE
			4108447822	9.63		UNIFORM RNTL W/E 01/24/22 ADMINISTRATION
			4108447822	3.91		UNIFORM RNTL W/E 01/24/22 BULL CREEK
			4108447822	102.13		UNIFORM RNTL W/E 01/24/22 FACILITIES
4108447822	37.69		UNIFORM RNTL W/E 01/24/22 FLEET			

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02/14/2022	195887	CINTAS CORPORATION	4108447822	153.24		UNIFORM RNTL W/E 01/24/22 PARKS
			4108447822	89.71		UNIFORM RNTL W/E 01/24/22 PRINCESS PL
			4108447822	414.64		UNIFORM RNTL W/E 01/24/22 TRANSPORTATION
			4109123987	34.84		SHOP TOWEL,FENDER COVER FLEET, W/E 01/31/22
			4109124027	11.32		UNIFORM RNTL W/E 01/31/22 PURCHASING
			4109124934	7.80		UNIFORM RNTL W/E 01/31/22 SOLID WASTE
			4109125132	9.63		UNIFORM RNTL W/E 01/31/22 ADMINISTRATION
			4109125132	3.91		UNIFORM RNTL W/E 01/31/22 BULL CREEK
			4109125132	89.37		UNIFORM RNTL W/E 01/31/22 FACILITIES
			4109125132	37.69		UNIFORM RNTL W/E 01/31/22 FLEET
			4109125132	67.87		UNIFORM RNTL W/E 01/31/22 PARKS
			4109125132	10.03		UNIFORM RNTL W/E 01/31/22 PRINCESS PLACE
			4109125132	133.06		UNIFORM RNTL W/E 01/31/22 TRANSPORTATION
			9159686544	(56.18)		ORIG INV 4108447822 FRANK WHEELER-PPP
				1,570.90		
02/14/2022	195888	CITY OF BUNNELL - WATER	03-3520-01 0122	266.40		AG EXTENSION 11/25/2021 - 12/25/2021
				266.40		
02/14/2022	195889	CITY OF PALM COAST -UTILITY DEPT	19521 1221	26.32		HAMMOCK COMMUNITY CENTER 12/13/2021 - 01/12/2022
			19531 1221	72.75		MALACOMPRA PARK 12/13/2021 - 01/12/2022
			19958 1221	26.32		BINGS WATCHMAN RESIDENCE 12/13/2021 - 01/12/2022
			19960 1221	101.02		BINGS RESTROOM AREA 12/13/2021 - 01/12/2022
			45015 1221	46.73		H.C. KING PARK 12/14/2021 - 01/13/2022
			77968 1221	62.29		LEHIGH TRAILS 12/14/2021 - 01/13/2022
			80604 1221	306.23		30 BAY DRIVE 12/13/2021 - 01/12/2022
				641.66		
02/14/2022	195890	CLAYTON, ROPER & MARSHALL, INC	C18536	3,200.00		APPRAISAL SRVCS-904 S.OCN SHORE BLVD,FLG BCH
				3,200.00		

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02/14/2022	195891	COMMUNITY LEGAL SVCS OF MID-FLORIDA	1ST QTR FY21/22	11,263.50		1ST QTR FUNDING FY21/22 OCT-DEC 2021
				11,263.50		
02/14/2022	195892	CONFIDENT CARE OF FLORIDA CORP	2021-12 CCE	2,766.32		HMK-DEC 2021
			2021-12 CCE	1,914.44		PC-DEC 2021
			2021-12 TTL 3B	641.20		HMK-DEC 2021
			2021-12 TTL 3B	164.88		PC-DEC 2021
			2021-12 TTL 3E	659.52		RESP-DEC 2021
				6,146.36		
02/14/2022	195893	DEANGELO CONTRACTING SERVICES	8131	171.50		AQUATIC MTCE SVCS-BULLCRK JAN-MAR 2022
			8131	340.60		AQUATIC MTCE SVCS-FACIL. JAN-MAR 2022
			8131	340.60		AQUATIC MTCE SVCS-GSB JAN-MAR 2022
			8131	425.81		AQUATIC MTCE SVCS-LANDFLL JAN-MAR 2022
			8131	926.50		AQUATIC MTCE SVCS-PARKS JAN-MAR 2022
				2,205.01		
02/14/2022	195894	DELL MARKETING, LP	10556667941	3,711.00		DELL LATITUDE 5520-I.T.
				3,711.00		
02/14/2022	195895	ENVIRONMENTAL CONTROL SYSTEMS INC	26746	250.00		SEPTIC PUMP OUT 01/21/22 HIDDEN TRAILS
				250.00		
02/14/2022	195896	ENVIRONMENTAL LAND SERVICES OF FC	132865	280.43		C & D-01/24,25,26,27 FACILITIES
			132865	25.00		DIRTY CONCRETE-PARKS 1/24
				305.43		
02/14/2022	195897	EVERGLADES EQUIPMENT GROUP	P54807	432.94		EQUIP REPAIR-PUBLIC WORKS
				432.94		
02/14/2022	195898	FL GOVERNMENT UTILITY AUTHORITY	40010032 1221	465.96		1250 S OLD DIXIE HWY 12/08/2021 - 01/07/2022
			40010038 1221	290.02		3665 N OCEANSHORE BLVD 12/16/2021 - 01/17/2022
				755.98		
02/14/2022	195899	FLAGLER CO AIRPORT	6595	4,162.56		TDC OFFC SPACE RNTL-STE 3 & COMMON AREA-FEB 2022

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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				4,162.56		
02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00114128	46.45		PILOT LOUNGE SUPPLIES AIRPORT
			TXN00114286	34.99		COPY PAPER-AIRPORT
			TXN00114286	68.65		PILOT LOUNGE SUPPLIES
			TXN00114294	33.00		SECTIONAL CHARTS-AIRPORT
			TXN00114490	13.82		COLOR PAPER FOR AIRPORT
			TXN00114490	1.85		PLASTIC FORKS-AIRPORT PILOTS LOUNGE
			TXN00114773	200.00		DIRECTORY LISTING UPGRADE IN FL AIRPORTS COUNCIL 22
			TXN00114900	29.99		REPLCMNET BATTERIES FOR AIRPORT
			TXN00115167	0.81		INTL CHRGMNT-ZAMZAR ONLINE FILE CONVERSION-TDO
			TXN00115179	10.06		BINDERS-AIRPORT
			TXN00115180	21.81		JOINT TAPE-TR 10643-FACIL
			TXN00115180	5.22		PAINT BRUSH-TR 10643-FACI
			TXN00115243	14.61		BATTERIES FOR AIRPORT
			TXN00115243	13.83		OFFICE SUPPLIES-AIRPORT
			TXN00115304	187.56	G	(3)SINKS-ARPA MNTL HEALTH RELOCATION PROJ.
			TXN00115402	55.14		OFFICE SUPPLIES-AIRPORT
			TXN00115521	380.00		BASIC LOGO LISTING@AIRNAV .COM RNWL TILL 12/11/22
			TXN00115581	17.99		HR-OFFICE SUPPLIES
			TXN00115585	19.97		INSECT REPELLENT-AIRPORT
			TXN00115587	(5.99)		CR REF TXN00115416,CREDIT FOR CHRSTMAS TAGS-HR DEPT
			TXN00115605	14.61		BATTERIES FOR THE AIRPORT
			TXN00115605	126.69		WIRELESS KEYBOARD,DESK ORGANIZER-AIRPORT
			TXN00115625	6.46		FILE FOLDERS FOR AIRPORT
			TXN00115638	10.97		GFCI OUTLET TESTER FOR FACIL.TRUCK 9343
			TXN00115638	81.94		SCREWS,WIRE-RPRS@INMATE FAC
			TXN00115643	65.58		HEATING ELEMENT WIRE- WATR HEATR RPR-AP CORP CT

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00115657	96.15		RELAY-TRIANGLE AIR RPR
			TXN00115700	67.19		NAME BADGES-C.HUTSELL,D. NAUGHTON,C BROKAW-TDO
			TXN00115714	(14.61)		CR REF TXN00115605 RETURN BATTERIES-AIRPORT
			TXN00115722	17.23		NAME BADGE-D.KEY,ECONOMIC DEVELOP.
			TXN00115725	167.33		VEHICLE REPAIR- FCSO 5074
			TXN00115735	37.64		VEHICLE REPAIR-FCSO 5500
			TXN00115958	12.95		CANVAPRO SUBSCRIPTION FOR TDO-DEC 2021
			TXN00115975	13.28		VEHICLE REPAIR-FCSO 5266
			TXN00115976	22.58		CHARGED IN ERROR BY BECK CHRYSLR DODGE 12/31/21
			TXN00115979	90.78		VERIZN WIRELESS,12/2-01/1 800 MHZ
			TXN00115980	46.68		FOAM SEALANT-TR 10081-FAC
			TXN00115981	18.35		EQUIPMENT RPR-FACIL LAWN MOWER
			TXN00115982	21.26		PAINT ROLLERS-TR 9341-FAC
			TXN00115982	12.07		PAINT TRAYS-TR 9341-FAC
			TXN00115982	6.42		SUPER GLUE-TR 9341-FAC
			TXN00115983	156.39		VEHICLE REPAIR-FCSO 5071
			TXN00115984	39.95		LEATHER BINDER ORGANIZER FOR ENGINEERING
			TXN00115986	17.11		HORNET&WASP AEROSOL,GREAT STUFF-AIRPORT
			TXN00115987	(19.20)		VERIZN WIRELESS,12/2-01/1 AMORTIZED INVOICE CREDIT
			TXN00115987	89.98		VERIZN WIRELESS,12/2-01/1 CREATIVE MEDIA
			TXN00115988	145.12		GASKETS,ADAPTRS FOR FLEET VEH 977
			TXN00115989	65.37		VEHICLE REPAIR-FCSO 6735
			TXN00115990	118.35		ACETONE,SEALER,PNT THINNR TR 9341-FAC
TXN00115991	5.13		METAL CUTTER FOR PPP			
TXN00115992	83.75		CDL LICENSE-RYAN POWELL FACILITIES			
TXN00115993	155.00		USED OIL,SVC FEE-LANDFILL 12/08/21			
TXN00115994	445.00		VEHICLE REPAIR-FCSO 5843			

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00115995	412.00		CDL TEST FEE-RYAN POWELL- FACILITIES
			TXN00115996	10.08		SOCKET,WRENCH-TR 9708-FAC
			TXN00115997	43.33		VEHICLE REPAIR-FCSO 5667
			TXN00115998	868.08		WATERHOG FLOOR MATS FOR STA.16,41,51,62,71,92
			TXN00115999	206.88		PAGING HORN FOR 800 MHZ
			TXN00116000	172.44	G	(2)SINKS-ARPA MENTAL HLTH RELOCATION PROJ
			TXN00116001	21.81		BUNGEE CORDS,FASTNERS FOR WILDFIRE TEAM TRAILER
			TXN00116002	250.00		D.KEY,FLAGLER TIGER BAY CLUB MBRSHIP-ECON.DEVELOP
			TXN00116003	16.63		FASTENERS-TR 9708-FAC
			TXN00116003	14.68		ROLLER FRAME-TR 9708-FAC
			TXN00116004	90.78		VERIZN WIRELESS,12/2-01/1 LAND MGMT
			TXN00116007	(89.68)		CR REF TXN00115857,RETURN INS.ASY-FCSO VEH 5749
			TXN00116008	29.99		STOCK PHOTO ARCHIVE ACCSS 12/29/21-1/28/22,CR.MEDIA
			TXN00116009	(22.58)		CR REF TXN00115976,CHARGE MADE IN ERROR BY BECK
			TXN00116010	45.11		FAUCET RRP@TAX COLLECTORS OFFICE-FACIL.
			TXN00116011	45.11		PILOT LOUNGE SUPPLIES AIRPORT
			TXN00116012	94.20		UNIFORM RNTL W/E 12/30/21 PUBLIC WORKS
			TXN00116013	421.93	G	FITTINGS,PIPE-ARPA MENTAL HEALTH RELOC PROJECT
			TXN00116013	40.44		COPPER CUTTERS,CAULK GUN FACIL.TRUCK 9708
			TXN00116014	577.99		SMART TV FOR STATION 81
			TXN00116016	98.08		VEHICLE REPAIR-TRANSP 113
			TXN00116017	36.98		MICROMETER FOR PW
TXN00116018	11.99		OFFICE SUPPLIES-PURCHSNG			
TXN00116019	143.06		DISH NTWK#84620560,12/16- 1/15/22,PPP LEGACY HOUSE			
TXN00116020	10.19		VEH RPR- FIRE/RESC 1038			
TXN00116021	58.19		OTTERBOX CASE FOR IPAD- FACILITIES			
TXN00116022	10.43		VEHICLE RP-FLAG BCH 1716			

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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00116023	168.38		ELEC RPR ITEMS-STA 62
			TXN00116024	10.39		COUPLINGS-TRUCK 9708-FAC
			TXN00116025	182.00		IFR PAPER CHART SRVCS FOR FLGHT OPS,2/24/22-2/23/23
			TXN00116026	18.49		EQUIPMENT REPAIR-PW 818
			TXN00116027	27.15		FASTENERS FOR WADSWORTH PK
			TXN00116029	111.94		RIBBON CARTRIDGE W/CLEANG ROLLER FOR IT DEPT
			TXN00116030	18.98		SHARING SWITCH ADAPTER FOR IT DEPT
			TXN00116031	7.31		FASTENERS-TR 10084-FACIL
			TXN00116032	5.02		EQUIPMENT REPAIR-FIRE/RES 1037
			TXN00116033	19.99		ALUM WIRE CABLE FOR FLEET SHOP USE
			TXN00116035	13.76		MOUSE TRAPS,GLUE TRAPS FOR PARKS
			TXN00116036	(155.70)	G	CR REF TXN00116038-RETURN DOOR ENTRY LVRS-ARPA MNLT
			TXN00116037	20.97		EQUIPMENT RPR-PW 818
			TXN00116038	542.66	G	DOOR HANDLE,CEMENT-ARPA MENTAL HEALTH RELO PROJCT
			TXN00116040	9.74		VENT-RPRS @ PPP RSTRMS
			TXN00116041	129.98		(2)POW/MIA FLAGS FOR FAC.
			TXN00116042	183.04	G	CAULK-HARDWARE-ARPA MENTL HEALTH RELOCATION PROJ.
			TXN00116043	100.00		TDO POSTAGE FOR FULFLMNT OF VISITOR INFO REQUESTS
			TXN00116044	196.23		PAINT-FACILITY REPAIRS
			TXN00116045	529.74		(3)OFFICE CHAIRS FOR THE LIBRARY
			TXN00116046	35.19		VEHICLE REPAIR-FCSO 3998
			TXN00116050	51.80		VEH RPR-TRANSP 113
			TXN00116051	180.00	G	FED LICENSING FEE FOR COVID-19 LAB TESTING
			TXN00116052	90.00		FLOWERS-F.DESINOR,FUNERAL SERVICES 1/07 & 1/08/22
			TXN00116054	(62.80)	G	CR REF TXN00115550-RETURN CAULK-ARPA MNLT HLTH RELO
			TXN00116055	259.73		FENCE RPR@FCRA-BALLFIELDS
TXN00116056	137.00		KITCHEN SUPPLIES FOR PPP COTTAGES			

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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00116057	31.19		VEHICLE REPAIR-FCSO 4788
			TXN00116058	629.30	G	LOCK RPR SVC CALL 1/04/22 ARPA MNTL HLTH RELOCATION
			TXN00116059	(0.10)		CR REF TXN00115735,OVER- CHARGE-FCSO VEH 5500 RPR
			TXN00116061	110.00		D.OBRIEN,2022 LEGIS DAY CONF REGIS,TALL,1/18-1/20
			TXN00116062	221.50	G	FITTINGS,GRAB BARS-ARPA MENTAL HLTH RELO PROJECT
			TXN00116062	32.45		BITS,SPRING CLAMPS-FACIL TRUCK 10084
			TXN00116062	48.43		CLEANING SUPPLIES-FACIL
			TXN00116107	329.78		TONER CATRIDGES FIRE/RESCUE
			TXN00116108	30.63		PAINT ROLLERS-FACILITIES
			TXN00116108	423.07		PAINT,FLOOR MOULDING-RPRS FACILITIES
			TXN00116108	65.74		TOOL KIT-TRUCK 10643 FACILITIES
			TXN00116109	98.79		TEN-8 FIRE EQUIPMENT - EXTINGUISHER BRACKETS
			TXN00116110	139.62		TEN-8 FIRE EQUIPMENT - SCBA GLASSES KIT
			TXN00116111	125.62		FACILITIES-ROB-PRINTER CARTIDGE
			TXN00116111	130.42		GS - OFFICE SUPPLIES
			TXN00116112	399.34		CYLINDER LEASE RENEWAL FLEET 9/1/21-8/31/22
			TXN00116113	536.57		TEN-8 FIRE EQUIP-CHARGER FOR THERMAL CAMERA E71
			TXN00116115	5.94		VEHICLE REPAIR-FCSO 3485
			TXN00116116	96.91		ELECTRICAL BOXES-BUNNELL PD-FAC
			TXN00116117	69.72		VEHICLE REPAIR-PARKS 1060
			TXN00116118	233.84		PARKS-FCRA - WOOD REPAIRS
			TXN00116119	14.39		VEH REPAIR-FIRE/RESC #740
			TXN00116120	50.90		PARKS-FCRA BASEBALL FIELD -DRILL BIT & CORD REEL
			TXN00116120	21.27		PARKS-FCRA BASEBALL FIELD -TWINE FOR REPAIRS
			TXN00116121	15.28		VEHICLE REPAIR-FCSO 2654
			TXN00116122	6.03		RPL MINI BLIND-FACILITIES -TAX COLLECTOR
			TXN00116123	765.00		TEN-8 FIRE EQUIPMENT - BOOTS

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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00116124	525.00		TEN-8 FIRE EQUIPMENT - GLOVES
			TXN00116125	9.09		PARKS - KEY TAGS
			TXN00116126	24.00		RECLOSABLE FASTENERS-I.T.
			TXN00116127	60.00		ONLINE RESERVATION FEE- PPP-CAMPSPOT
			TXN00116129	64.31		RPL WATER FILTER-DISWASHR RPRS-INMATE FAC
			TXN00116130	334.98		METAL STORAGE CABINET-I.T
			TXN00116131	69.85		PARKS-SPRAY PAINT REMOVER TOWELS
			TXN00116132	37.25		HR-BACKGROUND CHECK- DEVRIE PARADOWSKI
			TXN00116133	240.00		UNIT 04 STORAGE RNTL FOR PURCHASING,01/13-02/12/22
			TXN00116134	16.76		OFFICE SUPPLIES-PRETRIAL
			TXN00116134	13.99		OFFICE SUPPLIES-TEEN CRT
			TXN00116135	223.61		PARKS - PRINCESS PLACE - COTTAGE LAUNDRY 01/07/22
			TXN00116136	33.99		VEHICLE REPAIR-FLEET 977 FULL CREDIT TXN116212
			TXN00116137	235.17		BUSHINGS- REPAIRS AT BULL CREEK
			TXN00116138	33.00		SOLAR SALT,12/01-12/31 ESPANOLA
			TXN00116138	42.00		WTR SFTNR SVC,12/01-12/31 ESPANOLA
			TXN00116138	307.50		WTR SFTNR SVC,12/01-12/31 KORONA,RIMI,ST.JOHN
			TXN00116139	17.99		STAMPS.COM - TDO POSTAGE SRVC FEE,12/07-01/07/22
			TXN00116140	107.86		FITTINGS-TR 10085
			TXN00116140	39.88		TOOLS-TR 10085
			TXN00116141	9.29		VEHICLE REPAIR-PARKS 1060
			TXN00116142	8.76		BALLCOCK - AIRPORT
			TXN00116142	13.76		LED BULBS - AIRPORT
			TXN00116142	5.50		MASKING TAPE - AIRPORT
			TXN00116144	145.19		HVAC REPAIRS-RPRS@ SOCIAL SERVICES
			TXN00116145	19.21		OFFICE SUPPLIES CREATIVE I.T.
TXN00116146	12.63		VEHICLE REPAIR-FCT #124			

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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00116148	68.12		PARKS - PRINCESS PLACE COTTAGES - SPATULAS
			TXN00116149	115.98		OFFICE CHAIR-ENGINEERING
			TXN00116150	741.40		SEE FULL CREDIT TXN116215 WADSWORTH RESTROOMS-ELECT
			TXN00116151	38.69		FLEET SHOP TOOL-VEHICLE RPRS-FLEET
			TXN00116152	28.09		OFFICE SUPPLIES-PRETRIAL
			TXN00116153	387.57		OFFICE CHAIR-TRANSPORTION
			TXN00116154	984.70		MINI DESKTOP COMPUTER-I.T
			TXN00116155	16.64		BRASS WASHER-TR 8692-FAC
			TXN00116155	89.33		HAND TOOLS- TRUCK 8692 FACILTIES
			TXN00116156	228.95		PARKS - BETTY STEFLIK - TRASH CAN DOMES
			TXN00116157	180.00		PICK UP TUBES-RPRS @ GSB
			TXN00116159	762.57		PARKS- FCRA - REPLACEMENT BASES
			TXN00116160	500.00		G.HANSEN-2022 FSBPA 2022 TECH CONF,2/2,ST.AUGUSTNE
			TXN00116161	180.40		HVAC REPAIRS-RPRS FACILITIES
			TXN00116162	675.71		HVAC REPAIRS-FACILITIES
			TXN00116163	21.69		IRRIGATION REPAIR- WADSWORTH PARK
			TXN00116164	299.88		SEE FULL CREDIT ON TXN116354
			TXN00116165	100.55		ON OFF TIMER-RPRS AT JUSTICE CTR
			TXN00116166	(10.87)		TAX REFUND OF TXN00116169 MISC SMALL TOOLS-FACILITY
			TXN00116167	21.17		VEHICLE REPAIR-FACILITIES #9703
			TXN00116168	26.97		STAPLERS-PUBLIC DEFENDER
			TXN00116169	166.22		TOOLS-TRUCK 10643 SLS TAX CREDIT TXN116166
			TXN00116170	63.60		PAINTING TOOLS-TR 8200 FACILITIES
			TXN00116171	82.69		LIGHT BULBS-RPRS @ AG CENTER
			TXN00116172	26.95		PAINT-RPRS @ GTMNERR, MARINELAND-FAC
TXN00116174	10.78		EQUIPMENT REPAIR-FIRE RESCUE SAW			
TXN00116175	21.91		COUPLINGS,ELBOWS-DAVID SIEGEL CENTER			

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00116176	14.33		VEH REPAIR-FIRE/RES #9688
			TXN00116177	61.18		VEHICLE REPAIR-FACILITIES # 978
			TXN00116179	8.25		CAULK - AIRPORT
			TXN00116180	40.00		A.LUKASIK-FLAGLER TIGER BAY CLUB LUNCHEN 1/26/22
			TXN00116180	35.00		D.KEY-FLAGLER TIGER BAY CLUB LUNCHEN 1/26/22
			TXN00116182	359.99		DRIVE STROAGE DEVICE-I.T.
			TXN00116183	81.87		ELBOWS,CLAMPS-WADSWORTH RESTROOMS
			TXN00116184	127.80		WASTE OIL-FLEET SHOP USE
			TXN00116185	4,460.00		GENETEC- TRAINING - CHRIS TORRES -VARIOUS VIRTUAL
			TXN00116187	79.71		VEH REPAIR-FIRE/RES #9682
			TXN00116189	19.43		PAINTING TOOLS-TRUCK 8200 -FACILITIES
			TXN00116190	588.56		VEH REPAIR-FIRE/RES#10094
			TXN00116193	25.02		EQUIPMENT REPAIR-PUBLIC WORKS 9400
			TXN00116195	1.06		FASTENERS-TR 9708-FAC
			TXN00116196	3.56		ELBOWS-TR 9341-FAC
			TXN00116196	36.27		TOOLS-TR 9341-FAC
			TXN00116197	16.44		OFFICE SUPPLIES-TEEN CRT
			TXN00116198	37.25		HR-BACKGROUND CHECK- DONALD SCHULDES
			TXN00116199	36.42		OFFICEMAX - PRETRIAL - OFFICE SUPPLIES
			TXN00116199	28.76		OFFICEMAX - TEEN COURT - OFFICE SUPPLIES
			TXN00116200	42.35		PARKS - BULL CREEK - WOOD FOR REPAIRS
			TXN00116201	5.94		WATER - AIRPORT
			TXN00116202	132.36		PUBLIX GROCERY - SEARCH & RESCUE EXERSISE - I.T.
			TXN00116203	210.90		RPL LIGHT BULBS-JUSTICE CENTER
			TXN00116204	119.99		VEHICLE REPAIR-FCSO 6590
			TXN00116205	29.59		VEHICLE REPAIR-FCSO 4788
TXN00116206	16.15		DG HARDWARE. - FASTENERS FLIGHT OPS			

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02/14/2022	195907	FLAGLER CO BCC POOLED CASH PCARD	TXN00116207	58.73		GFI RECEPICAL,LED LIGHTS AIRPORT
			TXN00116208	12.31		SCREWS,ANCHORS-TRK #8200 FACILITIES
			TXN00116209	202.15		PARKS - PRINCESS PLACE - COTTAGE LAUNDRY 01/11/22
			TXN00116210	(179.93)		REFUND OF TXN00116222 FULL CREDIT
			TXN00116211	36.28		WALL BASE-RUST REMOVER STA #62-FAC
			TXN00116212	(33.99)		REFUND OF TXN00116136 DURALAST BLOWER FULL CRED
			TXN00116213	722.17		VEH REPAIR PARTS-FLEET SHOP USE
			TXN00116214	26.41		CONCRETE-HERSCHEL KING REPAIRS
			TXN00116215	(741.40)		REFUND OF TXN00116150 WADSWORTH PARK-ELECTRICAL
			TXN00116216	51.18		SPACE HEATERS-I.T.
			TXN00116222	179.93		SEE CREDIT TXN116210 FULL CREDIT
			TXN00116353	(1.06)		REFUND OF TXN0011695 FULL REFUND
			TXN00116354	(299.88)		ORIG TXN116164 FULL CREDIT
			TXN00116681	(5.22)		CR REF TXN00115180 RETURN BRUSH-FACILITIES
			TXN00116681	(21.81)		CR REF TXN00115180,RETURN TAPE-FACIL.
				29,558.33		
02/14/2022	195908	FLAGLER CO SHERIFF OFFICE	REIM:EBG 02/01	5,769.54		REIMB:EDWARD BYRNE GRANT FUNDS 10/01/21-12/31/21
				5,769.54		
02/14/2022	195909	FLAGLER VOLUNTEER SERVICES, INC.	033023	1,000.00		EMER MGMT&DISASTR VOLUNTR TRNG SVCS-JAN 2022
				1,000.00		
02/14/2022	195910	FLORIDA COMBINED LIFE	FEB 2002	3,538.75		FEB 2022 DENTAL ADMN FEES
				3,538.75		
02/14/2022	195911	FLORIDA POWER & LIGHT COMPANY	0318755246 0122	73.20		PELLICER CARETAKERS HOUSE 12/21/2021 - 01/22/2022
			0393728589 0122	22.54		2ND GATE @ PPP 12/21/2021 - 01/22/2022
			0637506288 0122	45.15		3861 W C R 2006 SEC LIGHT 12/21/2021 - 01/22/2022
			1084966405 0122	19.56		O/L @ LAW LIBRARY 01/06/22-02/04/22
			1139620247 0122	1,245.09		1769 E MOODY BLVD,BLDG# 5 01/06/22-02/04/22

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02/14/2022	195911	FLORIDA POWER & LIGHT COMPANY	1366419370 0122	94.50		RSTM/BARN @ PPP 12/21/2021 - 01/22/2022
			1604979573 0122	68.29		2604 PRINCESS PLACE RD #1 12/21/2021 - 01/22/2022
			2196209718 0122	15.93		PELLICER ARENA 12/21/2021 - 01/22/2022
			2479609303 0122	71.40		VETERANS SERVICES 01/06/22-02/04/22
			2860972260 0122	130.60		1769 E MOODY BLVD,BLDG# 4 01/06/22-02/04/22
			3170898138 0122	26.40		O/L @ CARVER GYM 01/06/22-02/04/22
			3185872193 0122	422.47		CAMPGROUND @ BULL CREEK 12/21/2021 - 01/22/2022
			3422811491 0122	18.15		PUMPHOUSE 1 @ PPP 12/21/2021 - 01/22/2022
			3483791483 0122	630.44		BATH HOUSE @ BULL CREEK 12/21/2021 - 01/22/2022
			3609105808 0122	850.67		CARVER GYM ALL BUT A/C 01/06/22-02/04/22
			4444601472 1221	348.78		COMMUNITY SRVCS 12/10/2021 - 01/11/2022
			4466441492 0122	15.35		CARETAKERS HOUSE @ PPP 12/21/2021 - 01/22/2022
			4549800391 0122	65.05		EQUESTRIAN CMPGRND @ PPP 12/21/2021 - 01/22/2022
			4734386420 0122	9.23		MAIN GATE @ PPP 12/21/2021 - 01/22/2022
			4914980497 0122	10,449.48		ENERGY PLANT@1769 E MOODY 01/06/22-02/04/22
			5075958024 0122	33.90		245 CR305 RED ROOF STORAG 12/21/2021 - 01/22/2022
			5745095140 0122	217.70		1769 E MOODY BLVD BLDG #9 01/06/22-02/04/22
			6206857051 0122	57.35		LODGE #3 @ PPP 12/21/2021 - 01/22/2022
			6447084044 0122	22.89		HAW CREEK CAMPGROUND 12/21/2021 - 01/22/2022
			6479559269 0122	317.10		LAW LIBRARY 01/06/22-02/04/22
			7287730472 1221	234.68		SIEGEL CTR ADULT DAY CARE 12/10/2021 - 01/11/2022
			7432822307 0122	1,333.20		CARVER GYM 01/06/22-02/04/22
			8587167134 0122	123.39		1790 OLD MOODY BLVD 01/06/22-02/04/22
8969478208 0122	17,455.73		1769 E MOODY BLVD-GSB 01/06/22-02/04/22			
9611817231 0122	110.46		CARETKRS HOUSE/SHOP @ PPP 12/21/2021 - 01/22/2022			
9632602984 0122	944.95		DAYTONA NORTH SVC DISTRCT 01/04/22-02/02/22			
				35,473.63		

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02/14/2022	195912	FRIENDS ASSISTING SENIORS &FAMILIES	2022-1 CCE	238.16		HMK-DEC 2021
			2022-1 CCE	238.16		PC-DEC 2021
				476.32		
02/14/2022	195913	MATTHEW L. GOLDEN	01/25/22	95.00		MEAL REIM:01/25-27,FLGISA WINTR SYMPOSIUM,KISSIMMEE
				95.00		
02/14/2022	195914	GUARDIAN MEDICAL MONITORING INC	22322	418.00		MEDICAL MONITORNG FOR(19) SNR SVC CLIENTS-DEC 21
				418.00		
02/14/2022	195915	HALL'S WAY LLC	2021-12 CCE	329.76		HMK-DEC 2021
				329.76		
02/14/2022	195916	INSIGHT PUBLIC SECTOR, INC.	1100900586	877.63		(1)SAMSUNG 82IN.TV FOR COURT ADMIN
			1100900586	2,632.89		(3)SAMSUNG 82IN.TVS FOR IT DEPT
				3,510.52		
02/14/2022	195917	NEALON R. JOSEPH	01/30/22	209.00	G	MEAL REIMB:1/30-2/2,FEPA 22 MEETING/WRKSHP,MIRAMAR
				209.00		
02/14/2022	195918	KARL N. FLAGG SERENITY MEMORIAL	22-23-004	475.00		CADAVER TRANSPORT
			22-23-016	475.00		CADAVER TRANSPORT
			22-23-036	475.00		CADAVER TRANSPORT
			22-23-043	475.00		CADAVER TRANSPORT
			22-23-048	475.00		CADAVER TRANSPORT
				2,375.00		
02/14/2022	195919	LOWE'S HOME CENTERS, LLC	88139	1,313.28		CARPET TILE-FACILITY REPAIRS
				1,313.28		
02/14/2022	195920	MADRID CPWG	21113112	3,532.50		PROF SVCS:CR90 DESIGN FOR HICKORY ST-CR75,NOV 2021
				3,532.50		
02/14/2022	195921	MASSEY SERVICES INC	01012022	285.00		PEST PREVENTION,JAN-MAR22 AIRPORT
			01012022	15.00		PEST PREVENTION,JAN-MAR22 AIRPORT CORP CNTR-CAM
			01012022	105.00		PEST PREVENTION,JAN-MAR22 AIRPORT-TRIANGLE AIR CAM

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02/14/2022	195921	MASSEY SERVICES INC	01012022	75.00		PEST PREVENTION,JAN-MAR22 BULL CREEK
			01012022	20.00		PEST PREVENTION,JAN-MAR22 CARVER GYM
			01012022	800.00		PEST PREVENTION,JAN-MAR22 FACILITIES
			01012022	1,175.00		PEST PREVENTION,JAN-MAR22 FACILITIES-FCSO
			01012022	180.00		PEST PREVENTION,JAN-MAR22 FIRST BAPTIST ACADEMY
			01012022	285.00		PEST PREVENTION,JAN-MAR22 GSB
			01012022	285.00		PEST PREVENTION,JAN-MAR22 JUD.CENTER
			01012022	435.00		PEST PREVENTION,JAN-MAR22 PARKS
			01012022	195.00		PEST PREVENTION,JAN-MAR22 PPP COTTAGES&LEGACY SCHL
			01012022	200.00		PEST PREVENTION,JAN-MAR22 PRINCESS PLACE
			01012022	297.00		PEST PREVENTION,JAN-MAR22 TRANSPORTATION
			46068312	18.00		RODENT EXCLUSION-CARVER GYM
			46226844	15.00		PEST PREVENTION-LEHIGH TRAIL RESTROOM
			46752104	15.00		PEST PREVENTION-JAIL ADMN 1001 JUSTICE LANE
			46754029	15.00		PEST PREVENTION-CR 304 7570 CR304
			46759217	15.00		PEST PREVENTION-GSB
			46760697	15.00		PEST PREVENTION-CR305/100 245 CR 305 BLDG B TOWER
			46781343	15.00		PEST PREVENTION-OLD RADIO BLDG-1001 JUSTICE LANE
			46813230	15.00		PEST PREVENTION-LEHIGH TRAIL RESTROOM
			46823750	15.00		PEST PREVENTION-OLD DIXIE PARK
46823751	15.00		PEST PREVENTION-MATANZAS WOODS PARKWAY			
46850230	18.00		RODENT EXCLUSION-CARVER GYM-203 E DRAIN			
				4,523.00		
02/14/2022	195922	MCKINNON & MCKINNON, P.A.	033024	1,815.00		PROF SVCS:OLD DIXIE HWY MOTEL,01/01/22-01/31/22
				1,815.00		
02/14/2022	195923	MIDWEST TAPE, LLC	501630387	1,263.62		(588)DIGITAL MEDIA ITEMS FOR THE LIBRARY
				1,263.62		

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02/14/2022	195924	PALM COAST SIGNS & GRAPHICS INC	22-108	831.00		56-POW WOW SIGNS,STANDS PARKS
			22-111	350.00		DECALS FOR SIGNS POW WOW PARKS-NATIVE AMERICAN
				1,181.00		
02/14/2022	195925	PREMIER WATER & ENERGY TECHNOLOGY	C023765-IN	1,303.00		WATER TRTMNT SVC-JAN 2022 FACILITIES-FCSO
			C023765-IN	440.00		WATER TRTMNT SVC-JAN 2022 GSB
			C023765-IN	440.00		WATER TRTMNT SVC-JAN 2022 JUD.CENTER
				2,183.00		
02/14/2022	195926	SEI ELEVATORS LLC	5000312	4,193.00		EQUIP REPAIR-ELEVATORS JUD.CTR
				4,193.00		
02/14/2022	195927	JARROD SHUPE	01/25/22	95.00		MEAL REIM:01/25-27,FLGISA WINTR SYMPOSIUM,KISSIMMEE
				95.00		
02/14/2022	195928	SITEONE LANDSCAPE SUPPLY, LLC	115667742-001	5,315.88		FERTILIZER - PARKS
				5,315.88		
02/14/2022	195929	SOUTH WESTERN COMMUNICATIONS INC	38914	11,003.75		INTEGRATED SYS SVC AGRMNT INMTE FAC(30F4),12/1-2/28
				11,003.75		
02/14/2022	195930	STRICKLAND SOD FARM INC.	39878-C	162.00		SOD-BAHIA, FACILITIES
				162.00		
02/14/2022	195931	STRYKER MEDICAL	3553046M	28,884.00		DEFIBRILLATR FOR FIRE/RES
				28,884.00		
02/14/2022	195932	SYN-TECH SYSTEMS, INC.	243050	5,088.00		FMLIVE CLOUD HOSTING SFTWR RNWL,2/1/22-1/31/23
				5,088.00		
02/14/2022	195933	TEN-8 FIRE EQUIPMENT, INC	IN903766	1,463.40		GAUNTLET GLOVES-FIRE/RESC
				1,463.40		
02/14/2022	195934	THE FIORENTINO GROUP LLC	8296	5,000.00		PROF SVCS:ST GOVT RELATNS CONSULTNG SVCS THRU 2/28
				5,000.00		
02/14/2022	195935	THE GABOTON GROUP, LLC	10-327	3,500.00		FED LOBBYIST SVCS-JAN 22 BOARD OF CO COMMISSIONERS
				3,500.00		

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02/14/2022	195936	TITAN AVIATION FUELS	3542459	24,034.19		JET FUEL W/ADDTV-7984 GAL 1/18/22-AIRPORT
			3543318	33,734.11		AVGAS 100LL 8474 GALLONS 1/22/22-AIRPORT
				57,768.30		
02/14/2022	195937	TYLER TECHNOLOGIES, INC	045-367011	5,100.00		IMPLEMENTATION-R.ARCEBIDO 1/11/22-1/14/22
			045-367376	5,100.00		IMPLEMENTATION-R.ARCEBIDO 1/18/22-1/21/22
				10,200.00		
02/14/2022	195938	VERIZON WIRELESS	9898067639	221.80		WIRELESS SVCS,1/24-2/23 STATE ATTY
				221.80		
02/14/2022	195939	VISIT JACKSONVILLE	21224	1,732.00		JAX INTL AIRPORT VISITOR CNTR PARTNRSHP,10/21-9/22
				1,732.00		
02/14/2022	195940	WASTE PRO OF FLORIDA INC	WASTE JAN 22	(14,623.19)		FRANCHISE FEE ADJUSTMENT JANUARY 2022
			WASTE JAN 22	(1,836.75)		RECYCLE REBATE ADJUSTMENT JANUARY 2022
			WASTE JAN 22	146,231.96		RESIDENTIAL GARBAGE SRVC JANUARY 2022
				129,772.02		
02/14/2022	195941	WEATHER ENGINEERS, INC	E0889	11,387.00		AIR DUCT CLNG&INSTALL (7) REME HALO LED'S-HLTH DEPT
			S69713	4,230.00		(3)ADDTL REME HALO LED'S@ STE 201,206,208-HLTH DEPT
				15,617.00		
02/14/2022	195942	WEX BANK	78055985	42.25		FUEL PURCHASE-JAN 2022 E.M.
			78055985	1,386.13		FUEL PURCHASE-JAN 2022 FIRE/RESCUE
				1,428.38		
02/14/2022	195943	WILDLAND WAREHOUSE	85598	18,000.00		400-GAL FIRE SUPPRSN SKID UNITS FOR FIRE/RESCUE
				18,000.00		
02/14/2022	195944	ADVENTHEALTH PALM COAST	120818033	1,170.32		SO INDIGENT INMATE HEALTH
			121700421	320.89		SO INDIGENT INMATE HEALTH
			121876039	1,661.90		SO INDIGENT INMATE HEALTH
			121896422	2,534.99		SO INDIGENT INMATE HEALTH
				5,688.10		

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02/14/2022	195945	CITY OF BUNNELL - WATER	01-0250-01 0122	1,228.32		1769 E.MOODY BLDG#1 J.CTR 11/25/2021 - 12/25/2021
			01-0260-01 0122	1,170.80		1769 E. MOODY-BLDG #2 11/25/2021 - 12/25/2021
			01-0280-01 0122	241.96		1769 E. MOODY-BLDG #4 11/25/2021 - 12/25/2021
			01-0290-01 0122	566.74		1769 E. MOODY-BLDG #5 11/25/2021 - 12/25/2021
			01-0300-01 0122	2,669.07		ENERGY PLANT@1769 E.MOODY 11/25/2021 - 12/25/2021
			01-0310-01 0122	83.48		ENERGY PLANT BACKFLOW 11/25/2021 - 12/25/2021
			01-0331-00 0122	125.03		61 SHERIFF EW JOHNSTON DR 11/25/2021 - 12/25/2021
			01-5250-02 1221	258.01		STORAG FAC@ 1769 E.MOODY 11/25/2021 - 12/25/2021
			02-1950-01 0122	223.26		206 E.MOODY-HOLDEN HOUSE 11/25/2021 - 12/25/2021
			03-0290-03 0122	242.20		202 S CHAPEL ST-FCSO 11/25/2021 - 12/25/2021
			03-3500-01 0122	223.26		CATTLEMANS HALL 11/25/2021 - 12/25/2021
			03-3510-01 0122	273.94		CNCSSN STAND@160 SAWGRASS 11/25/2021 - 12/25/2021
			03-3540-01 0122	256.33		MAIN RSTRM @ 160 SAWGRASS 11/25/2021 - 12/25/2021
			03-3550-01 0122	82.29		LIFT STATN @160 SAWGRASS 11/25/2021 - 12/25/2021
			03-3560-01 0122	242.20		WEST RSTRM @ 160 SAWGRASS 11/25/2021 - 12/25/2021
			03-3571-00 0122	250.25		RSTRM,CNCSSN,FIELD@FCRA 11/25/2021 - 12/25/2021
			03-3572-00 0122	87.14		LUMBER BARN @160 SAWGRASS 11/25/2021 - 12/25/2021
			04-1090-01 0122	320.10		201 E.DRAIN ST-CARVER GYM 11/25/2021 - 12/25/2021
			04-1180-01 0122	230.21		CARVER GYM RESTROOMS 11/25/2021 - 12/25/2021
			04-2410-01 0122	275.04		106 E. MOODY - SAFEHAVEN 11/25/2021 - 12/25/2021
05-0030-01 0122	12,321.09		1001 JUSTICE LN-INMATE FC 11/25/2021 - 12/25/2021			
05-0040-01 0122	583.86		1001 JUSTICE LN - FCSO 11/25/2021 - 12/25/2021			
05-0052-00 0122	280.30		FCSO EVIDENCE STORAGE BLD 11/25/2021 - 12/25/2021			
				22,234.88		
02/14/2022	195946	CITY OF FLAGLER BEACH	02009 0122	641.74		MOODY BOAT LAUNCH 12/17/2021 - 01/20/2022
			02010 0122	164.32		BETTY STEFLIK PARK 12/17/2021 - 01/20/2022
				806.06		

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02/14/2022	195947	CITY OF PALM COAST - UTILITY ASST	65446428849	101.49		UTILITY ASSTNCE-RO 003320
			66842157880	276.74		UTILITY ASSTNCE-RO 003325
			67103617075	300.00		UTILITY ASSTNCE-RO 003321
			70983643717	201.83		UTILITY ASSTNCE-RO 003324
				880.06		
02/14/2022	195948	COASTAL EAR, NOSE, & THROAT, PA	CB001QT00C017	445.77		SS INDGNT HLTH-RO M011595
			CB001QXG9C017	127.97		SS INDGNT HLTH-RO M011621
			CB001R066C017	54.54		SS INDGNT HLTH-RO M011596
				628.28		
02/14/2022	195949	DUNES COMM DEV DISTRICT	002000702 1221	161.28		200 16TH RD PARK RESTROOM 12/07/2021 - 01/07/2022
			002003900 1221	156.77		JUNGLE HUT ROAD PARK 12/07/2021 - 01/07/2022
				318.05		
02/14/2022	195950	EAST CENTRAL FL OUTPATIENT IMAGING	315454A011322	117.28		SS INDGNT HLTH-RO M011600
				117.28		
02/14/2022	195952	FLORIDA POWER & LIGHT COMPANY	0388882060 0122	17.54		160 SAWGRASS RD LS 01/04/2022 - 02/02/2022
			0687405688 0122	162.03		HAMMOCK COMMUNITY CENTER 12/22/2021 - 01/24/2022
			0700308481 0122	991.78		CATTLEMANS HALL 01/04/2022 - 02/02/2022
			0701528267 0122	33.08		106 E MOODY BLVD-SAFEHAVN 01/06/2022 - 02/04/2022
			0709014427 0122	127.73		OKR OFFICE @ LANDFILL 01/03/2022 - 02/01/2022
			1276786025 0122	50.01		HIDDEN TRAILS COMM CNTR 12/27/2021 - 01/25/2022
			1589802519 0122	1,192.67		AG EXTENSION 01/04/2022 - 02/02/2022
			1606405635 0122	34.95		MALACOMPRA END RESTROOMS 12/22/2021 - 01/24/2022
			1725500381 0122	49.69		STREET LIGHT @ BULL CREEK 01/05/2022 - 02/03/2022
			1748231378 0122	16.06		ISLAND HOUSE @ PPP 12/21/2021 - 01/22/2022
			1754747242 0122	53.23		FCSO @ 283 OLD MOODY 01/05/2022 - 02/03/2022
			1844764587 0122	96.48		FCRA FFA RSTRM LIGHTS 01/04/2022 - 02/02/2022
2087723538 0122	45.36		1250 S OLD DIXIE HWY PARK 01/03/2022 - 02/01/2022			

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 02/11/2022

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/14/2022	195952	FLORIDA POWER & LIGHT COMPANY	2172850535 0122	36.10		TENNIS COURTS ON A1A 12/29/2021 - 01/27/2022
			2184201701 0122	32.62		COMMUNITY CENTER PELLICER 12/21/2021 - 01/22/2022
			2636371375 0122	14.18		OKR CND WELLHOUSE 01/03/2022 - 02/01/2022
			2687480067 0122	856.42		ARENA CONCESSION 01/04/2022 - 02/02/2022
			2795243464 0122	32.62		RESTROOM @ SHELL BLUFF 01/04/2022 - 02/02/2022
			3044709560 0122	9.23		EOC/PW STORAGE FACILITY 01/03/2022 - 02/01/2022
			3100731375 0122	162.14		FCRA FIELD 5 PUMP 01/04/2022 - 02/02/2022
			3251500892 0122	12.22		OKR SCALEHOUSE 01/03/2022 - 02/01/2022
			3255509899 0122	31.91		OKR WELLHOUSE 01/03/2022 - 02/01/2022
			3282032121 0122	152.77		LEGACY BLDG @ PPP 12/21/2021 - 01/22/2022
			3298621099 0122	12.22		ESPANOLA FIRE STATION 01/04/2022 - 02/02/2022
			3469710234 0122	68.31		FCRA EXHIBIT HALL & SHOW 01/04/2022 - 02/02/2022
			3522251366 0122	20.33		30 BAY DR PARK 01/03/2022 - 02/01/2022
			3656315029 0122	142.23		HIDDEN TRAILS PUMP HOUSE 12/27/2021 - 01/25/2022
			3674268275 0122	206.44		O/L @ SR11 & HAW CREEK RD 01/03/2022 - 02/01/2022
			3988330217 0122	26,700.21		1769 E MOODY BLVD-JUD CTR 01/06/2022 - 02/04/2022
			4397681067 0122	71.90		ARENA IRRIGATION 01/04/2022 - 02/02/2022
			4477007886 0122	100.32		204 E MOODY- HOLDEN HOUSE 01/06/2022 - 02/04/2022
			5078800983 0122	1,901.36		FCRA BASEBALL FIELDS 1,2,3 01/04/2022 - 02/02/2022
			5082809988 0122	124.49		FCRA BASEBALL CONCESSION 01/04/2022 - 02/02/2022
			5099803925 0122	12.10		O/L @ FAIRGROUNDS 01/04/2022 - 02/02/2022
			5577880338 0122	11.15		O/L @ PPP 12/21/2021 - 01/22/2022
			5620524370 0122	21.96		VARN PARK 12/22/2021 - 01/24/2022
			5923452527 0122	117.33		1769 E MOODY-BUNNELL PD 01/06/2022 - 02/04/2022
			6002807961 0122	905.91		FCRA SOFTBALL FIELD 6,7,8 01/04/2022 - 02/02/2022
			6003805998 0122	25.56		FCRA SOFTBALL CONCESSION 01/04/2022 - 02/02/2022
6137904931 0122	21.60		99 E CR2006 ST JOHNS CC 01/04/2022 - 02/02/2022			

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
02/14/2022	195952	FLORIDA POWER & LIGHT COMPANY	6508863427 0122	119.28		O/L @ JUD CTR PARKING LOT 01/06/2022 - 02/04/2022
			7406479332 0122	39.44		200 16TH RD RESTROOMS 12/29/2021 - 01/27/2022
			7568402643 0122	31.91		JUNGLE HUT RESTROOMS 12/29/2021 - 01/27/2022
			7681055310 0122	64.08		STREET LGHT@WADSWORTH PRK 01/04/2022 - 02/02/2022
			7797932220 0122	51.85		HAW CREEK PAVILION/RSTRMS 12/21/2021 - 01/22/2022
			7865898345 0122	84.75		PUMP HOUSE @ FAIRGROUNDS 01/04/2022 - 02/02/2022
			7970180480 0122	12.22		MARINA @ BULL CREEK 12/21/2021 - 01/22/2022
			8054826360 0122	74.78		ISLAND HOUSE @ PPP 12/21/2021 - 01/22/2022
			8109005747 0122	231.89		HAW CREEK COMMUNITY CNTR 12/21/2021 - 01/22/2022
			8171340493 0122	16.17		OPEN FIELD AREA @ PPP 12/21/2021 - 01/22/2022
			8334106518 0122	22.27		O/L 2 @ PPP 12/21/2021 - 01/22/2022
			8446589445 0122	375.67		CAMP @ BULL CREEK 12/21/2021 - 01/22/2022
			8693300611 0122	126.81		BINGS REAR RESTROOMS 12/22/2021 - 01/24/2022
			8754648304 0122	185.09		ESPANOLA COMMUNITY CENTER 01/04/2022 - 02/02/2022
			8875876271 0122	116.58		1769 E MOODY VEH STORAGE 01/06/2022 - 02/04/2022
			9026802992 0122	277.07		ESPANOLA VFD SIREN 01/04/2022 - 02/02/2022
			9119499433 0122	26.01		BINGS PAVILION 12/22/2021 - 01/24/2022
			9149848013 0122	1,000.00	G	1769 E MOODY BLVD, #3 EOC 01/06/2022 - 02/04/2022
			9149848013 0122	6,849.69		1769 E MOODY BLVD, #3 EOC 01/06/2022 - 02/04/2022
			9235752210 0122	98.08		O/L @ HIDDEN TRAILS 12/27/2021 - 01/25/2022
9846702190 0122	70.79		MARINELAND CARETAKR HOUSE 12/29/2021 - 01/27/2022			
			9949989574 0122	121.60		2610 PRINCESS PL RD @2 12/21/2021 - 01/22/2022
				44,670.27		
02/14/2022	195953	FLORIDA POWER & LIGHT COMPANY-ASSIS	47080-29121-1	56.32		UTILITY ASSIST RO 003322
			6929775440	255.94		UTILITY ASSIST RO 003323
				312.26		
02/14/2022	195954	VAN-BUREN HEYWARD JR	FEB 22 N.P.	1,025.00		RNTL ASSTNCE- RO 001712

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
				1,025.00		
02/14/2022	195955	PALM LANDING DENTAL LLC	01/26/22 R.F.	195.30		SS INDGNT HLTH-RO M011616
				195.30		
02/14/2022	195956	VOLUSIA HAND SURGERY CLINIC PA	123110	35.44		SS INDIGENT HLTH-M011622
				35.44		
02/14/2022	314330	ACF STANDBY SYSTEMS, LLC	022E-170297-1	3,000.00		100A TRANSFER SWITCH FOR FCSSO NEW OPS CENTER
			022E170165-1	14,850.00		1200A INPUT PANEL,HUIO KT FOR FCSSO NEW OPS CENTER
				17,850.00		
02/14/2022	314331	AJAX BUILDING COMPANY, LLC	APP# 6	506,843.57		PROF SVCS:NEWS FCSSO OPS CENTER-PERIOD TO 12/25/21
			APP# 7	342,485.59		PROF SVCS:NEW FCSSO OPS CENTER-PERIOD TO 1/25/22
				849,329.16		
02/14/2022	314332	BESCH AND SMITH CIVIL GROUP, INC.	AP#11 MRNLND AC	171,008.79	G	PROF SVC:MARNLND DRAINAGE &RDWAY IMPRVMT THRU 1/31
				171,008.79		
02/14/2022	314333	DEANGELO CONTRACTING SERVICES	8131	150.50		AQUATIC MTCE SVCS- MALA- COMPRA GREENWY,JAN-MAR 22
				150.50		
02/14/2022	322254	FLAGLER CO BCC CPF POOLED FUNDS	CK22-061	4,808.88		TAX COLLECTOR-FY22-5TH DIST.-MARINELAND ACRES
				4,808.88		
02/14/2022	322255	FLAGLER CO BCC ESL	CK22-060	32,628.88		TAX COLLECTOR-FY22-5TH DISTRIBUTION-ESL
				32,628.88		
02/14/2022	322256	FLAGLER CO BCC POOLED CASH FUNDS	CK22-062	1,397.60		TAX COLLECTOR-FY22-5TH DIST.-N.MALACOMPRA DRAIN.
				1,397.60		
02/14/2022	333514	FLAGLER CO BCC POOLED CASH FUNDS	CK22-063	1,064.51		TO FUND PAYROLL WEEK OF 02/11/2022
				1,064.51		
02/02/2022	9220282	DHARMA MERCHANT SERVICES, INC	WTO22-293	977.63		JAN 2022 PARKS CC MONTHLY FEES
				977.63		
02/03/2022	9220285	CARDCONNECT, LLC	WTO22-296	76.20		JAN 2022 CARD CONNECT CC MONTHLY FEES
				76.20		

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
02/07/2022	9220292	AUTOMATED MERCHANT SYSTEMS, INC.	WWTO22-303	142.90		JAN 2022 LIBRARY CC MONTHLY FEES
				142.90		
02/09/2022	9220296	EXPRESS TAX - TTL WIRE	WTO22-307	90,375.24		TTL WIRE WEEK OF 02/11/22
				90,375.24		
02/09/2022	9220297	P&A ADMINISTRATIVE SERVICES, INC	WTO22-308	900.72		P & A FLEXIBLE SPENDING 02/09/2022
				900.72		
02/10/2022	9220298	P&A ADMINISTRATIVE SERVICES, INC	WTO22-309	559.57		P & A FLEXIBLE SPENDING 02/10/2022
				559.57		
02/11/2022	9220299	NATIONWIDE RETIREMENT SOLUTIONS INC	WTO22-310	8,759.39		NATIONWIDE RETIREMNT WIRE WEEK OF 2/11/2022
				8,759.39		
02/11/2022	9220300	EXPERT PAY - CHILD SUPPORT WIRE	WTO22-311	873.87		CHILD SUPPORT WIRE TO FLSDU WEEK OF 2/11/2022
				873.87		
02/11/2022	9220301	VERIFONE INC	WTO22-312	126.75		LIBRARY-VERIFONE EQUIP RNTL-FEB 2022
				126.75		
02/14/2022	9220302	P&A ADMINISTRATIVE SERVICES, INC	WTO22-313	1,355.84		P & A FLEXIBLE SPENDING 2/14/2022
				1,355.84		
02/14/2022	9220303	P&A ADMINISTRATIVE SERVICES, INC	WTO22-314	1,239.88		P & A FLEXIBLE SPENDING 2/14/2022
				1,239.88		
02/14/2022	9220304	P&A ADMINISTRATIVE SERVICES, INC	WTO22-315	670.19		P & A FLEXIBLE SPENDING 2/14/2022
				670.19		
02/14/2022	9220305	P&A ADMINISTRATIVE SERVICES, INC	WTO22-316	55.77		P & A FLEXIBLE SPENDING 2/14/2022
				55.77		
02/15/2022	9220306	P&A ADMINISTRATIVE SERVICES, INC	WTO22-317	34.48		P & A FLEXIBLE SPENDING 2/15/2022
				34.48		
			Total	1,955,976.50		

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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Item 06a(3)

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/21/2022	121554	CBRE,INC.	41341-SE217298	2,500.00		PROF SVC:APPRAISAL REPORT HANSFORD PROP
				2,500.00		
02/21/2022	121555	CLAYTON, ROPER & MARSHALL, INC	C18529	3,200.00		PROF SVC:APPRAISAL REVIEW HANSFORD PROPERTY
				3,200.00		
02/21/2022	121556	RED OAK APPRAISAL COMPANY	1378	3,200.00		PROF SVC:APPRAISAL 2.474 ACRES HANSFORD PROPERTY
				3,200.00		
02/17/2022	195957	FCBCC GROUP BENEFITS (P/R)	20220218	14,113.04		PAYROLL SUMMARY
				14,113.04		
02/17/2022	195958	FCBCC GROUP BENEFITS FLEX PLAN	20220218	1,774.46		PAYROLL SUMMARY
				1,774.46		
02/17/2022	195959	FLAGLER CO CLERK OF CIRCUIT COURT &	POSTAGE FEB 22	380.04		POSTAGE-FEBRUARY 2022 BCC
			POSTAGE FEB 22	17.52		POSTAGE-FEBRUARY 2022 GUARDIAN AD LITEM
			POSTAGE FEB 22	2.09		POSTAGE-FEBRUARY 2022 TEEN COURT
				399.65		
02/17/2022	195960	FLAGLER COUNTY COCC (P/R)	20220218	16.00		PAYROLL SUMMARY
				16.00		
02/17/2022	195961	FLAGLER COUNTY FFA ALUMNI	113075	100.00		PARKS DEPOSIT RFND-113075 PELLICER CC
				100.00		
02/17/2022	195962	UNITED WAY OF VOLUSIA-FLAGLER, INC	20220218	1.00		PAYROLL SUMMARY
				1.00		
02/21/2022	195963	AAA FENCE	25977	38,810.00		OUTSIDE STORAGE SHED AND FENCE-BUNNELL PD
				38,810.00		
02/21/2022	195964	ADVANCE AUTO PARTS	8483203872390	205.36		BRAKE PADS,ROTORS PO NUM 028720
				8483204072504	220.96	
				426.32		
02/21/2022	195965	ADVENTHEALTH MED GRP RADIOLOGY @CF	Z8ODKYA	41.82		SO INDIGENT INMATE HEALTH
				Z8ODKYE	130.08	

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
02/21/2022	195965	ADVENTHEALTH MED GRP RADIOLOGY @CF	Z8OMZ7M	8.73		SO INDIGENT INMATE HEALTH
				180.63		
02/21/2022	195966	ADVENTHEALTH PALM COAST	18851284V13122	113.90		SO INDIGENT INMATE HEALTH
			18866790V13122	383.05		SO INDIGENT INMATE HEALTH
				496.95		
02/21/2022	195967	AETNA BEHAVIORAL HEALTH LLC	E0262193	451.20		EMP ASSTNCE PROGRAM FOR MARCH 2022 - HR
				451.20		
02/21/2022	195968	AGING TRUE	924716	1,020.00		MENTAL HEALTH COUNSELING 3B - JANUARY 2022
			924716	615.00		MENTAL HEALTH COUNSELING CCE - JANUARY 2022
				1,635.00		
02/21/2022	195969	ALLEN, NORTON & BLUE PA	157230	185.50		PROF SVCS:2021 BARGAINING FOR H.R., THRU 12/13/2021
				185.50		
02/21/2022	195970	AMERICAN HEALTH ASSOCIATES, INC	27517723	83.21		SS INDGNT HLTH-RO M011604
			27573174	59.30		SS INDGNT HLTH-RO M011617
				142.51		
02/21/2022	195971	AMERICAN JANITORIAL, INC.	21487	2,340.00		JANITORIAL CLNG-JAN 2022 PPP CABINS 1,2,3,4
			21488	300.00		JANITORIAL CLNG-JAN 2022 ADTL CLNG@MISC FACILITIES
				2,640.00		
02/21/2022	195972	ATLANTIC DRAFTING & SURVEYING, INC.	1654	9,268.00		ASBUILT TOPOGRAPHIC PRO- FILES-HURR.MATT.DUNE RSTR
				9,268.00		
02/21/2022	195973	AUTO PLUS AUTO PARTS	650082294	103.80		SPIN-ON FUEL PO NUM 028721
			650082903	59.28		ALL SEAS 5W20 PO NUM 028721
			650082903	1,707.68		AUTO REPAIR PARTS PO NUM 028721
			650082917	170.07		SEVEREDUTY DISC PO NUM 028721
			650083262	564.00		2.5 GAL BLUEDEF PO NUM 028721
			650083262	246.34		AUTO REPAIR PARTS PO NUM 028721
				2,851.17		

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/21/2022	195974	BMI SYSTEMS GROUP	0127225REV	990.00		PHONE SUPPRT & UPGRADE - ASSETTRAK 3/2022-2/2023
			0127225REV	790.00		PHONE SUPPRT/MAINT FOR MUNIS CLLCT 3/2022-2/2023
				1,780.00		
02/21/2022	195975	BOULEVARD TIRE CENTER	27-95687	535.60		(5)CARLISE TURF MASTER PO NUM 028732
			27-95701	107.12		(1)CARLISE TURF MASTER PO NUM 028732
			27-GS95589	2,365.56		(18)FSTONE TIRES PO NUM 028731
				3,008.28		
02/21/2022	195976	BOUND TREE MEDICAL LLC	64479343	1,155.60		EPINEPHRINE PO NUM 028733
			84326963	1,940.00		IV CATHETERS PO NUM 028733
			84379717	1,181.88		EPINEPHRINE PO NUM 028733
			84379718	359.97		SODIUM BICARBONATE PO NUM 028733
			84379719	3,380.30		GLOVES PO NUM 028733
			84394258	3,029.28		MEDICAL SUPPLIES PO NUM 028733
			84394259	37.09		FAMOTIDINE PO NUM 028733
			84396407	94.50		FUROSEMIDE PO NUM 028733
			84396408	22.00		LARYNOGOSCOPE BLADE PO NUM 028733
				11,200.62		
02/21/2022	195977	BUNNELL PHARMACY, INC	M011611	25.81		SS INDGNT HLTH-RO M011611
			M011624	6.00		SS INDGNT HLTH-RO M011624
				31.81		
02/21/2022	195978	BURNS SUPPLY COMPANY	219506	1,587.60		FOAM SOAP ANTIBACTERIA PO NUM 028735
				1,587.60		
02/21/2022	195979	CARRIER ENTERPRISE LLC-FLA	1834695-00	2,860.00		REPLACE HEAT PUMP AC- STATION 92
				2,860.00		
02/21/2022	195980	CCS PRESENTATION SYSTEMS	JC3914	5,786.70		AV EQUIP FOR ZOOM PHASE 2 COURT SRVCS
			JC3914	7,004.50		LBR CHRГ FOR AV EQUIP ZOOM PHASE 2-COURT SRVCS
				12,791.20		

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/21/2022	195981	CDW GOVERNMENT LLC	Q539133	1,788.00		HP NOTEBOOK FOR HR DEPT
			Q591907	266.00		THUNDERBOLT DOCK 120W G2 FOR HR DEPT
			S138522	2,600.00		PLASTIC CARD PRINTER-I.T.
				4,654.00		
02/21/2022	195982	CIC, INC.	22-1195 (A)	18,499.50		KITCHEN FLOOR REPAIR INMATE FACILITY
				18,499.50		
02/21/2022	195983	CINTAS CORPORATION	4106984003	5.10		MAT RNTL SRVC W/E 1/07/22 AIRPORT
			4107089449	7.41		UNIFORM RNTL W/E 1/10/22 AIRPORT
			4107770594	7.41		UNIFORM RNTL W/E 1/17/22 AIRPORT
			4108446824	7.41		UNIFORM RNTL W/E 1/24/22 AIRPORT
			4109124053	5.10		MAT RENTAL W/E 01/31/22 AIRPORT
			4109808096	34.84		SHOP TWL,FENDR CVR RNTL W/E 2/07/22-FLEET SHOP
			4109808181	11.32		UNIFORM RNTL W/E 2/07/22 PURCHASING
			4109808970	16.39		UNIFORM RNTL W/E 02/07/22 ADMINISTRATION
			4109808970	3.91		UNIFORM RNTL W/E 02/07/22 BULL CREEEK
			4109808970	74.42		UNIFORM RNTL W/E 02/07/22 FACILITIES
			4109808970	37.69		UNIFORM RNTL W/E 02/07/22 FLEET
			4109808970	80.92		UNIFORM RNTL W/E 02/07/22 PARKS
			4109808970	11.70		UNIFORM RNTL W/E 02/07/22 PRINCESS PLACE
			4109808970	146.11		UNIFORM RNTL W/E 02/07/22 TRANSPORTATION
4109809266	10.90		SHOP TWL,UNIFORM RNTL W/E 2/07/22-FLEET SHOP			
				460.63		
02/21/2022	195984	CITY OF BUNNELL - INDIGENT	02-1390-07-2	300.00		UTILITY ASSIST-RO U003326
				300.00		
02/21/2022	195985	CITY OF FLAGLER BEACH	0000001819	435.25		EMS FUEL CHARGES JANUARY 2022
				435.25		
02/21/2022	195986	CITY OF PALM COAST - UTILITY ASST	371646-41389-1	118.04		UTILITY ASSIST-RO 003328

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
				118.04		
02/21/2022	195987	COASTAL ELEVATOR SERVICE CORP	100400660024	233.00		ELEVATOR RPR SVC-FEB 2022 AIRPORT
				233.00		
02/21/2022	195988	DYLAN CRONK	63506765003	145.00		D.CRONK, EMC MED TRAINING 01/28/2022
				145.00		
02/21/2022	195989	CROWN CASTLE FIBER LLC	1054061	1,442.17		FIBERNET&INTERNET-ST.ATTY 03/01/22-03/31/22
				1,442.17		
02/21/2022	195990	CUMBERLAND INTERNATIONAL TRUCKS	X205005697:01	214.80		FLEETRITE FLUID PO NUM 028736
			X205005697:02	99.28		AFTRTREATMNT INJECTOR KIT PO NUM 028736
				314.08		
02/21/2022	195991	DEPARTMENT OF JUVENILE JUSTICE	202202-18	19,116.00		JUVENILE DETENTION COST SHARE PRJCT,FEB 2022
				19,116.00		
02/21/2022	195992	DSM TECHNOLOGY CONSULTANTS, LLC	22-51568	264.06		PRIVATE CLOUD & STORAGE FEB 2022-STATE ATTY
				264.06		
02/21/2022	195993	ENGLAND, THIMS & MILLER, INC	0201069	42,433.24	G	PROF SVCS:GRAHM SWAMP TRL &PED.BRIDGE,11/28-1/1/22
				42,433.24		
02/21/2022	195994	ENVIRONMENTAL LAND SERVICES OF FC	132804	29,484.00		RED SHELL DELIVERED JAN 4,11,18-PW
			133243	239.34		C&D-FACILITIES 1/28,31 & 02/01
			133243	50.00		DIRTY CONCRETE-PW 02/2/22
			133243	84.57		YARD WASTE-PARKS 02/1,2,3
			133389	7,182.00		RED SHELL DELIVERED 1/4/22-SHELL PIT
				37,039.91		
02/21/2022	195995	EVERGLADES EQUIPMENT GROUP	P55109	200.27		PW MOWER #10543 RPR
			P55432	422.72		EQUIP REPAIR-PW #10543
			P55433	2,316.82		EQUIP REPAIR-PW #10543
				2,939.81		
02/21/2022	195996	FASTENAL COMPANY	FLORM50274	15.04		AUTO & TRUCK MAINT. ITEMS PO NUM 028726

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/21/2022	195996	FASTENAL COMPANY	FLORM50274	53.78		HAND TOOLS,POWR &NON POWR PO NUM 028726
			FLORM50274	53.78		OFFICE SUPPLIES, GENERAL PO NUM 028726
			FLORM50307	23.89		BOOTS PO NUM 028726
				146.49		
02/21/2022	195997	FLAGLER CO BCC BOND-POOLED	CK22-065	146,704.57		2/17/22 WIRE DPST TO BOCC POOLD CKNG,02/22 REV SHRG
				146,704.57		
02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00114224	380.00		CASES FOR IPADS-BUILDING
			TXN00115147	192.00		C.RODRIGUES-HOTL,11/15-17 FL.SHERFF CONF & FLEET EX
			TXN00115191	636.74		WILDLAND FIRE PPE GEAR LAND MGMT
			TXN00115216	311.04		BATTALION CHIEF POLOS EM - FIRE ADMIN
			TXN00115224	190.40		BATTALION CHIEF POLOS EM - FIRE ADMIN
			TXN00115298	618.00	G	FS COM INC- FIBER NETWORK CABLE-MTNL HLTH RELOC
			TXN00115420	102.00	G	FS COM INC- FIBER NETWORK CABLE-MTNL HLTH RELOC
			TXN00115641	199.00		D.KEY-FL ECONOMIC OUTLOOK SUMMIT,1/7/22,VIRTUAL
			TXN00115661	110.00		H.ALBANESE-FAC LEGIS.CONF 1/18-20,TALLAHASSEE
			TXN00115771	23.99		SHIRTS FOR COLD CALLING CLIENTS&PROMOTION - TDO
			TXN00115819	34.99		1 PKG PERLER BEAD BAG FOR YOUTH CRAFTS-LIBRARY
			TXN00115847	103.75		VARIOUS PERLER BEADS FOR CRAFTS - LIBRARY
			TXN00115876	5.90		1 PKG BUTTERSCOTCH PERLER BEADS-YOUTH CRAFT-LIBRARY
			TXN00115904	12.90		KEY TAG RACK W/8 KEYING TAGS FOR CRAFTS-LIBRARY
			TXN00115917	4.82		LIME GREEN PERLER BEADS FOR YOUTH CRAFTS-LIBRARY
			TXN00115978	204.52		6 INCH SHOP VICE-PW
			TXN00116005	472.42		PAINT-PRIMER-WADSWORTH RESTROOMS
			TXN00116006	1.57		RPL SENSOR- RPRS @ INMATE FAC-FACILITIES
			TXN00116006	31.38		RPL SENSOR-RPRS @ INMATE FAC -FACILITIES
			TXN00116028	99.90		US FLAGS-VAR. FACILITIES
TXN00116049	17.23		NAME BADGE-DOLORES KEY TDO			

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 02/18/2022

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02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116053	156.80		HOTEL-GUEST:WRITER KEVIN BENEFIELD-TDO-SI COMO NO
			TXN00116066	207.03		PARKS - PRINCESS PLACE - COTTAGE LAUNDRY 01/04/22
			TXN00116067	5.75		CULLIGAN WATER -TDO
			TXN00116067	8.90		CULLIGAN WATER EQUIPMENT RENTAL 1/1-1/31-TDO
			TXN00116068	43.80		AUTHORIZE.NET CREDIT CARD FEES FOR PARKS-JAN 2022
			TXN00116069	100.00		L.MARTIN-FAPIO PIO SKILLS WRKSH-PRIDY SESSION 1/21
			TXN00116071	719.04	G	PARTS FOR HAND RAILS-SMA MENTAL HLTH RELOC.
			TXN00116072	20.29		KEYBOARD & MOUSE-FIRE/RES
			TXN00116072	1.35		UTILITY KNIFE-FIRE RESCUE
			TXN00116072	1.35		UTILITY KNIFE-FIRE/RESCUE
			TXN00116073	12.00		REPLACEMENT KEYS-GSB
			TXN00116074	1,614.00		REPLACEMENT LIGHTS - PPP
			TXN00116075	149.90		ZOOM SUBSCRIPTION 1/5/22-1/4/23-PLANNING
			TXN00116077	8.80		PARKS - FCRA - BASEBALL FIELDS - CONCRETE
			TXN00116078	30.14		OFFICE SUPPLIES-FACILITIES
			TXN00116079	7.88		SMARSH ARCHIVING PLATFORM AIRPORT-DEC 2021
			TXN00116079	7.88		SMARSH ARCHIVING PLATFORM AIRPORT-NOV 2021
			TXN00116079	70.92		SMARSH ARCHIVING PLATFORM BUILDING-DEC 2021
			TXN00116079	70.92		SMARSH ARCHIVING PLATFORM BUILDING-IT-NOV 2021
			TXN00116079	23.64		SMARSH ARCHIVING PLATFORM MG CLOUD MT-E911-DEC 2021
			TXN00116079	23.64		SMARSH ARCHIVING PLATFORM MG CLOUD MT-E911-NOV 2021
			TXN00116079	23.64		SMARSH ARCHIVING PLATFORM MG CLOUD MT-EM-DEC 2021
			TXN00116079	23.64		SMARSH ARCHIVING PLATFORM MG CLOUD MT-EM-NOV 2021
			TXN00116079	756.48		SMARSH ARCHIVING PLATFORM MG CLOUD MT-IT-DEC 2021
			TXN00116079	740.72		SMARSH ARCHIVING PLATFORM MG CLOUD MT-IT-NOV 2021
			TXN00116079	31.52		SMARSH ARCHIVING PLATFORM MG CLOUD MT-PW-DEC 2021
			TXN00116079	31.52		SMARSH ARCHIVING PLATFORM MG CLOUD MT-PW-NOV 2021

"?" 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
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02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116079	47.28		SMARSH ARCHIVING PLATFORM MG CLOUD MT-TDO-DEC 2021
			TXN00116079	47.28		SMARSH ARCHIVING PLATFORM MG CLOUD MT-TDO-NOV 2021
			TXN00116080	40.00		CFC NIGP - ANNUAL DUES - KAYLA MILLER
			TXN00116081	37.25		HR-BACKGROUND CHECK- RAMONA ZAVACKY
			TXN00116082	37.25		HR-BACKGROUND CHECK- MARK GIBLIN
			TXN00116083	29.25		BACKGROUND CHECK-MATTHEW MCNALLY, 1/5, LAND MGMT
			TXN00116085	37.25		HR-BACKGROUND CHECK- ANDREA MYRICK
			TXN00116087	150.95	G	DOOR SWEEP-MIRROR-SMA
			TXN00116087	3.05		SPONGE-TR 8200-FACILITIES
			TXN00116087	7.40		TOOL-TRUCK 8200-FACILTIES
			TXN00116088	80.00		CFC NIGP-DUES-LEANNE BURKE & SHANNON NOLAN
			TXN00116089	40.00		CFC NIGP - ANNUAL DUES - ANDREW FERRARA
			TXN00116091	276.50		FILTER REPLACEMENT-INMATE FAC-FACILITIES
			TXN00116296	177.57		OXYGEN FOR ALL ALS RESCUE UNITS-FIRE/RESCUE
			TXN00116298	(24.02)		REFUND OF TXN00116318 FILTERS-TR 1010 FAC.
			TXN00116298	(7.60)		REFUND OF TXN00116318 PVC-TR 1010 FAC.
			TXN00116298	(80.66)		REFUND OF TXN00116318 TOOLS-TR 1010 FAC.
			TXN00116299	72.19		OFFICE SUPPLIES - HR
			TXN00116300	128.00		SMARTSHEET SUBSCRPTN FOR2 CREATVE MEDIA,1/15-2/14
			TXN00116302	57.08		DISH NTWK#80565349,01/23 -2/22/22,EMS
			TXN00116304	10.15		FASTENERS-FACILITIES- TRUCK #9708
			TXN00116305	17.34		DG HARDWARE. - KEYS FACILITIES
			TXN00116308	29.74		DROP CLOTH-TR 8692-FAC
			TXN00116308	35.35		PAINT ROLLERS-TR 8692-FAC
			TXN00116309	21.91		OFFICE SUPPLIES-FIRE/RESC
			TXN00116311	269.68		PRINCESS PLACE - COTTAGE LAUNDRY 01/15/2022
			TXN00116313	223.99		PARKS-BRUSHING ATTACHMENT PPP

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
02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116314	28.79		DRAINER CLEANER-AG CENTER -FAC
			TXN00116314	22.71		TOOLS-TR 8692-FAC
			TXN00116315	200.84		LAMINATOR-EXTENSION SRVCS
			TXN00116316	41.80		CAULK-DOOR HNDLE-FACILITY REPAIRS-TAX COLLECTOR
			TXN00116316	19.51		TOOL-TR 8200-FAC
			TXN00116317	109.00		A.DANCE-LODGING:FAC ACCI TRAING,1/13-14,ALACHUA,FL
			TXN00116318	24.02		FILTERS-TR 1010-FAC
			TXN00116318	7.60		PVC-TR 1010-FAC
			TXN00116318	80.66		TOOLS-TR 1010-FAC
			TXN00116319	376.11		OXYGEN FOR ALL ALS RESCUE UNITS-FIRE/RESCUE
			TXN00116322	99.07		OFFICE SUPPLIES- BUDGET
			TXN00116322	105.81		OFFICE SUPPLIES-PUCHASING
			TXN00116323	48.38		CHLORINE-GSB PRESSURE WASHING
			TXN00116328	260.00		WATERS AG LAB, INC.-SOIL SAMPLES FOR AG PROJECT
			TXN00116330	45.00		SPIDERTRACKS - Purchase FIREFLIGHT TRACKING
			TXN00116332	4.21		TOOL-TR 8200-FAC
			TXN00116333	100.82		ELECTRICAL SUPPLIES BUNNELL PD-FAC
			TXN00116334	32.00		PACKING PEANUTS- I.T.
			TXN00116339	129.98		CHAIR FOR MARK - BUDGET AMAZON
			TXN00116340	86.42		CEILING TILES-RPRS @ GSB
			TXN00116341	35.76		FLOOR INSTALLATION TOOL TR 9708-FAC
			TXN00116342	859.59		EQUIP.REPAIR-1060 BOB CAT - PARKS
			TXN00116343	13.93		TAPE MEASURES-TR 9703-FAC
			TXN00116344	94.00		UNIFORM RNTL W/E 01/17/22 PUBLIC WORKS
			TXN00116348	8.80		GORILLA BLACK TAPE AIRPORT
			TXN00116349	81.35		ISAT PHONE MONTHLY PLAN FOR 800 MHZ-DEC/JAN 2022
			TXN00116349	81.35		ISAT PHONE MONTHLY PLAN S FOR 800 MHZ-DEC/JAN 2022

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116350	539.92		COUPLINGS,ELBOWS-GSB REPAIRS
			TXN00116351	167.52		RPL CEILING TILES-GSB
			TXN00116352	215.76		PAINT-REPAIRS @ THE GSB
			TXN00116358	6.46		OFFICE SUPPLIES -BUDGET
			TXN00116358	21.48		OFFICE SUPPLIES-PUCHASING
			TXN00116360	209.25		PARKS - RIVER TO SEA CONCRETE
			TXN00116361	580.00		SMART KEEPER PORT LOCKS I.T.
			TXN00116363	33.08		ADAPTERS-RPRS @ GSB
			TXN00116363	11.01		TUBE CUTTER-TR 8061-FAC
			TXN00116364	(498.00)		REFUND OF TXN00116376 URINAL REPAIRS-FACILITIES
			TXN00116366	7.40		GRINDING WHEEL-TR 8692 FACILITIES
			TXN00116366	18.58		PADLOCKS-TRUCK #8692 FACILITIES
			TXN00116366	7.98		TOTE-TR 8692-FACILITIES
			TXN00116367	199.80		PARKS-WADSWORTH-TOP SOIL
			TXN00116368	21.40		WATER FOR LINE ATTENDANTS AIRPORT
			TXN00116371	15.09		FLEET EQUIPMENT FASTENERS
			TXN00116375	60.88		TOILET RPR PARTS-VARIOUS FACILITIES
			TXN00116376	498.00		URINAL REPAIRS-FACILITIES
			TXN00116377	23.98		DRILL BIT-I.T.
			TXN00116377	9.96		WATER PROOF SEALANT-I.T.
			TXN00116378	34.99		AT&T FIRSTNET,11/26-12/25 800 MHZ
			TXN00116378	75.24		PUBLIC SAFETY WIRELESS BROADBANK NETWORK-E-911
			TXN00116379	925.77		IN GRAPHIC DESIGNS INTER - Purchase REMOVE GRAPHI
			TXN00116380	40.00		FIRSTNET,11/26-12/25 LAND MGMT
			TXN00116380	40.00		FIRSTNET,11/26-12/25 PRINCESS PLACE
			TXN00116381	(2.15)		ORIG TXN116362 SALES TAX STAFF SHIRT - C.HERNANDEZ
			TXN00116382	269.49		ATT FIRSTNET,11/26-12/25 EMERGENCY MGMT

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02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116383	925.77		IN GRAPHIC DESIGNS INTER - Purchase REMOVE GRAPHI
			TXN00116384	66.69		VEH REPAIR - FCSO # 6583
			TXN00116385	118.28		VEH REPAIR - FAC # 8090
			TXN00116386	28.56		VEH REPAIR- FCSO # 5074
			TXN00116387	278.36		RPLC LIGHT BULBS-VARIOUS FACILITIES
			TXN00116388	248.00		VEH REPAIR - FCSO # 6098
			TXN00116389	66.69		VEH REPAIR - FCSO # 6581
			TXN00116391	58.20		VEH REPAIR - FCSO # 5749
			TXN00116392	4.82		VEH REPAIR - PW #9626
			TXN00116393	198.96		GSB WATER HEATER REPAIRS
			TXN00116394	50.67		OFFICE SUPPLIES COUNTY ADMINISTRATION
			TXN00116400	99.99		VEH REPAIR - TRUCK 965
			TXN00116420	11.53		VEH REPAIR - FCSO 6706
			TXN00116427	173.00		VEH REPAIR - PW # 819
			TXN00116431	79.49		VEH REPAIR - FCSO # 6581
			TXN00116434	34.99		VEH REPAIR - FCSO # 6620
			TXN00116443	29.99		VEH REPAIR - FCSO # 6620
			TXN00116451	319.95		VEH REPAIR - FCT # 109
			TXN00116455	(29.99)		VEH REPAIR - FCSO # 6620
			TXN00116473	17.14		VEH REPAIR- FCSO 6410
			TXN00116479	33.42		VEH RPAIR-FRE RSCUE#10868
			TXN00116480	60.29		VEH REPAIR - VCSO # 5836
			TXN00116495	9.16		VEH REPAIR - FCSO # 6411
			TXN00116524	103.32		VEH REPAIR - FCSO # 5315
			TXN00116537	52.49		VEH REPAIR - FCSO # 6411
			TXN00116548	77.14		VEH REPAIR - IT # 9699
			TXN00116551	15.26		VEH RPAIR-FLEET-SHOP TOOL

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02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116555	71.62		VEH REPAIR - FAC # 9653
			TXN00116559	53.16		VEH RPAIR-FRE RESCU#9255
			TXN00116563	2.21		VEH REPAIR - PARKS # 8546
			TXN00116573	98.80		VEH REPAIR- FLEET SHP USE
			TXN00116578	11.89		VEH REPAIR - FBPD #4179
			TXN00116580	5.40		VEH REPAIR - PW # 820
			TXN00116584	78.66		VEH REPAIR - VCSO # 5755
			TXN00116590	295.20		VEH REPAIR- PW # 9485 NAPA
			TXN00116610	176.19		VEH REPAIR - FCT # 109
			TXN00116611	3.14		VEH REPAIR - PARKS # 8546
			TXN00116632	670.00		VEH RPAIR-FRE RSCUE #8693
			TXN00116634	49.54		VEH REPAIR - HEAT LAMPS
			TXN00116646	130.03		VEH REPAIR - FAC # GEN 19
			TXN00116647	19.79		VEH REPAIR-FRE RESCU#8703
			TXN00116648	57.45		VEH REPAIR - IT # 9699
			TXN00116661	48.30		VEH REPAIR - FAC #8856
			TXN00116669	47.50		VEH REPAIR - FCSP #5836
			TXN00116672	84.68		FLEET SHOP TOOL AMAZON
			TXN00116673	67.80		VEH REPAIR - FLEET #9999
			TXN00116679	61.48		VEH REPAIR - PW # 819
			TXN00116682	27.56		VEH REPAIR - FCT # 105
			TXN00116693	21.50		FCSO VEHICLE REPAIR 6556
			TXN00116703	32.79		VEH REPAIR - FCT #105
			TXN00116715	(78.84)		VEH REPAIR BILLED WRONG TXN00116716
			TXN00116716	78.84		TXN00116716 BILLED WRONG CREDIT TO TXN00116715
			TXN00116720	94.33		FCSO VEHICLE REPAIR 6617 OREILLY
TXN00116725	44.43		VEH REPAIR-FLEET#SHOP USE			

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116729	126.26		VEH REPAIR - FCT # 105
			TXN00116731	12.95		VEH REPAIR-FLEET#SHOP USE
			TXN00116737	50.78		VEH REPAIR - FBPD #2639
			TXN00116738	14.44		VEH REPAIR - FAC # 8090
			TXN00116741	52.95		VEH REPAIR - FCSO # 4660
			TXN00116742	18.00		VEH RPAIR-FRE RSCUE # 917
			TXN00116744	44.88		VEHICLE REPAIR-FCSO 5070
			TXN00116770	21.13		VEH REPAIR-FRE RSCUE#9369
			TXN00116771	435.66		VEH RPAIR-FRE RSCUE#10660
			TXN00116781	(77.14)		VEH REPAIR - IT # 9699 REFUND OF TXN00116548
			TXN00116787	204.45		VEH REPAIR-FLEET#SHOP USE
			TXN00116797	596.53		VEH RPAIR-FRE RSCUE#10094
			TXN00116811	43.78		VEH REPAIR - FBPD # 2639
			TXN00116821	623.86		VEH RPAIR-FRE RSCUE #9670
			TXN00116825	36.37		VEH REPAIR - FCSO #5579
			TXN00116841	27.95		VEH REPAIR- PRCHSNG #9346
			TXN00116844	44.99		FLEET SHOP USE WORK LIGHT
			TXN00116845	64.44		VEH RPAIR-FRE RSCUE #9670
			TXN00116847	79.98		VEH REPAIR - FCT # 127
			TXN00116857	106.58		VEH REPAIR - FCSO # 5072
			TXN00116858	559.62		VEH REPAIR - PARKS # 9702
			TXN00116859	49.38		VEH REPAIR - FCSO # 5072
			TXN00116860	74.99		FLEET SHOP TOOL O'REILLY
			TXN00116863	174.00		VEH REPAIR - FCSO # 5072
			TXN00116871	(50.78)		VEH REPAIR - FBPD # 2639 REFUND OF TXN00116737
			TXN00116872	91.19		VEH REPAIR - FCSO # 5661
			TXN00116881	7.00		VEHICLE CLEANING #010093

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 02/18/2022

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/21/2022	196004	FLAGLER CO BCC POOLED CASH PCARD	TXN00116885	136.88		VEH REPAIR- FCSO 6581
			TXN00116894	28.51		VEH REPAIR - FCSO # 6581
			TXN00116896	57.09		VEH REPAIR - FCSO # 5668
			TXN00116906	28.51		VEH REPAIR - FCSO 6581
			TXN00116919	57.09		VEH REPAIR - FCSO # 6408
			TXN00116941	13.71		VEH REPAIR - FCSO #6581
			TXN00116942	575.95		VEH REPAIR - FCT # 105
			TXN00116947	134.69		VEH REPAIR- PURCHSNG 9346
			TXN00116950	119.98		VEH REPAIR-FAC #MISC AIT
			TXN00116954	37.74		VEH REPAIR - FAC # 8698
			TXN00116958	24.99		VEH REPAIR-FLEET#SHOP USE
			TXN00116994	33.97		VEH REPAIR- FLEET #SHPUSE
				27,007.65		
02/21/2022	196005	FLAGLER CO SUPERVISOR OF ELECTIONS	FY22 REQUEST#06	79,519.29		ADMIN/VOTER REGISTRATION MARCH 2022
			FY22 REQUEST#06	34,079.68		ELECTIONS MARCH 2022
				113,598.97		
02/21/2022	196006	FLAGLER CO TAX COLLECTOR	COMSSN#05 21/22	5.25		COMMISSIONS DUE #05 BIMINI GARDENS
			COMSSN#05 21/22	78,706.31		COMMISSIONS DUE #05 BOARD OF CO COMMISSIONERS
			COMSSN#05 21/22	315.05		COMMISSIONS DUE #05 DAYTONA N.SERVICE DSTRIC
			COMSSN#05 21/22	1.03		COMMISSIONS DUE #05 ESPANOLA MOSQUITO CONTROL
			COMSSN#05 21/22	1,046.09		COMMISSIONS DUE #05 FLAGLR COUNTY SOLID WASTE
			COMSSN#05 21/22	27.95		COMMISSIONS DUE #05 N.MALACOMPRA DRAINAGE BSN
			COMSSN#05 21/22	1.57		COMMISSIONS DUE #05 RIMI RIDGE MOSQUITO CNTRL
				80,103.25		
02/21/2022	196007	FLORIDA CLINICAL PRACTICE ASSOC	1028764402	107.76		SS INDGNT HLTH-RO M011637
				107.76		
02/21/2022	196008	FLORIDA DRUG TESTING INC.	033025	2,440.00		(122)DRUG SCREENS COLLCTD ADULT DRUG COURT-JAN 2022

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 02/18/2022

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Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	?	Description
02/21/2022	196008	FLORIDA DRUG TESTING INC.	033026	640.00		(32)DRUG SCREENS COLLECTD PRE-TRIAL SRVCS-JAN 2022
				3,080.00		
02/21/2022	196009	FLORIDA ORAL & FACIAL SURGICAL ASSC	97146	94.50		SS INDGNT HLTH-RO M011539
				94.50		
02/21/2022	196010	FLORIDA OUTDOOR EQUIPMENT, INC	1604358	24,605.10		ZERO TURNING POINT MOWERS PARKS
				24,605.10		
02/21/2022	196011	FLORIDA POWER & LIGHT COMPANY	1438281592 0122	399.64		3RF FL @ AIRPORT CORP CTR 01/05/22-02/03/22
			2484209941 0122	65.30		KORONA FIRE STATION 01/06/2022 - 02/04/2022
			5078174520 0222	11.15		O/L @ OKR SCALE HOUSE 01/11/22-02/10/22
			5913088497 0122	202.11		170 AVIATION DR 01/05/2022 - 02/03/2022
			6138902967 0122	359.45		ST JOHNS PK VFD SIREN 01/04/2022 - 02/02/2022
			6346806141 0122	397.24		1601 OLD MOODY BLVD 01/06/2022 - 02/04/2022
			7027465041 0122	401.62		AIRPORT/AMB RESCUE 01/05/2022 - 02/03/2022
			7725347111 0122	143.88		1769 E MOODY COMM TOWER A 01/06/2022 - 02/04/2022
			8827777288 0122	365.00		1250 S.OLD DIXIE HWY-TOWR 01/03/22-02/01/22
				2,345.39		
02/21/2022	196012	FLORIDA POWER & LIGHT COMPANY-ASSIS	15778-25217	97.90		UTILITY ASSIST-RO 003327
			63323-09787-3	107.68		UTILITY ASSISTANCE
			63577-37490-7	95.36		UTILITY ASSISTANCE
			65864-35460-9	117.76		UTILITY ASSISTANCE
			71027-98092-11	63.56		UTILITY ASSISTANCE
			84699-88516-4	133.78		UTILITY ASSISTANCE
				616.04		
02/21/2022	196013	FLORIDA SPORTS FOUNDATION INCORP.	2022-06	2,000.00		FY 21/22 PARTNERSHIP DUES
				2,000.00		
02/21/2022	196014	FORNELL OIL COMPANY	1009204	76.35		AEROSHELL MINERAL-AIRPORT
				76.35		

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02/21/2022	196015	GARY YEOMANS FORD LINCOLN	897278	5,328.28		TRANSP.FCT 118 RPR
			898383	791.52		FILTERS PO NUM 028722
			CM897278	(1,250.00)		CR REF INV 897278 CREDIT FOR AUTOMATIC TRANS.
				4,869.80		
02/21/2022	196016	HALIFAX HOSPITAL MEDICAL CENTER	VEC9550318	1,135.64		SS INDGNT HLTH RO-M011519
				1,135.64		
02/21/2022	196017	HOYLE, TANNER & ASSOCIATES, INC	0066179	1,760.00	G	PROF SVCS:ATCT EQUIP UP- GRADES,11/28/21-12/25/21
				1,760.00		
02/21/2022	196018	ROBERT IDZIOR	FEB 2022 S.F.	650.00		RENT ASSIST-RO R001715
				650.00		
02/21/2022	196019	TIFFANY ISLAM	02/02/2022	128.00	G	TVL REIM:MEALS 2/2-4,FEPA MTG & WRK SESSION,MIRAMAR
				128.00		
02/21/2022	196020	JOHNSON MIRMIRAN & THOMPSON INC.	18-187321	3,243.92	G	PROF SVCS:WATER OAK ROAD IMPRVMNTS,10/24-12/31/21
				3,243.92		
02/21/2022	196021	KNIGHT JON BOY INC	342921	70.00		CHEM TOILET SVC-JAN 2022 LK DSTN BOAT RAMP
			342922	70.00		CHEM TOILET SVC-JAN 2022 GRAHM SWMP TRL HEAD
			342923	70.00		CHEM TOILET SVC-JAN 2022 5593 N.OCNshr BLVD
			342924	100.00		CHEM TOILET SVC-JAN 2022 WADSWRTH PK-HANDICAP UNIT
			342925	70.00		CHEM TOILET SVC-JAN 2022 305 NEAR 100@BIG RED BARN
			342926	420.00		CHEM TOILET SVC-JAN 2022 PRINCSS PL(6)UNITS
			342927	100.00		CHEM TOILET SVC-JAN 2022 RIVER/SEA HANDICAP UNIT
			342928	270.00		CHEM TOILET SVC-JAN 2022 WADSWORTH PK(3)UNITS
				1,170.00		
02/21/2022	196022	JONATHAN LORD	02/01/22	176.00	G	TVL REIM:MEALS 2/1-4,FEPA MTG & WRK SESSION,MIRAMAR
				176.00		
02/21/2022	196023	LOWE'S HOME CENTERS, LLC	86076	1,018.33		PARKS REPAIR MATERIALS
			86080	6,558.63		PARKS REPAIR MATERIALS

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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				7,576.96		
02/21/2022	196024	M & B TREE SERVICE, LLC	9224	1,120.00		REMOVE OAK TREES,GRIND STUBS-PRINCESS PLACE
				1,120.00		
02/21/2022	196025	MADISON GREEN APARTMENTS LTD	JAN 2022 A.M.	926.00		RENT ASSIST-RO R001713
				926.00		
02/21/2022	196026	MANSFIELD OIL COMPANY	22970950	23,774.91		CONV 87 OCT E-10,8479 GAL PO NUM 028750
				23,774.91		
02/21/2022	196027	MASSEY SERVICES INC	47283125	20.00		RODENT EXCLUSION@PELLICER COMM CENTER
			47741784	70.00		PEST CONTRL@RED ROOF BARN
				90.00		
02/21/2022	196028	NORTH FLORIDA SURGEONS, PA	1858909V9109	56.62		SS INDGNT HLTH-RO M011603
				56.62		
02/21/2022	196029	PALM COAST SIGNS & GRAPHICS INC	22-155	615.00		(13)SIGNS FOR PRINCESS PL
				615.00		
02/21/2022	196030	PRECISION HELIPARTS, INC.	12263553	32,985.00		HELICOPTER REPAIR PARTS FLIGHT OPS
				32,985.00		
02/21/2022	196031	R.R. BRINK LOCKING SYSTEMS, INC.	050259	568.00		EQUIP REPAIR-JAIL-LOCK PARTS
				568.00		
02/21/2022	196032	RADIOLOGY IMAGING ASSOCIATES, PA	V20066597764	132.00		SO INDIGENT INMATE HEALTH
				132.00		
02/21/2022	196033	RICHARD BENNETT	RFND R.BENNETT	2.49		RETIREE REFUND INSURANCE OVERPAY-R.BENNETT 2.49
				2.49		
02/21/2022	196034	RING POWER CORPORATION	01WR7482188	332.50		PW EQUIP 10964 RPR
			18CC07476599	8,303.52		TOTAL MTCE&RPR-PW EQUIP# 9487
			18PC7480405	82.39		PW EQUIP 9004 RPR
			18PC7480406	27.85		IGNITION KEYS FOR PW EQUIP-CHALLENGERS
			18PC7487246	59.47		RPR PW EQUIP 9399

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/21/2022	196034	RING POWER CORPORATION	18PC7487247	108.36		DOOR KEY SET FOR PW EQUIP -CHALLENGERS
			18PC7511984	190.26		RPR PW EQUIP 9399
			18PC7516692	699.67		PW EQUIP 9004 RPR
			18PC7520521	(27.85)		ORIG INV 18PC7480406-KEY PW
				9,776.17		
02/21/2022	196035	SAVIK CONSULTING LLC	LT0001	4,000.00		8-1 HR CLASSES FOR HR LEADERSHIP PROGRAM
				4,000.00		
02/21/2022	196036	SEI ELEVATORS LLC	200274	192.00		ELEVATOR MTNCE-FEB 2022 FIRST BAPTIST ACADEMY
			200274	65.00		ELEVATOR MTNCE-FEB 2022 FLAGLER CO ARENA
			200274	273.00		ELEVATOR MTNCE-FEB 2022 GSB
			200274	832.00		ELEVATOR MTNCE-FEB 2022 JUD.CTR.
				1,362.00		
02/21/2022	196037	SKYBASE COMMUNICATIONS LLC	33382	1,695.00	G	IRIDIUM GO-KIT FOR EM
				1,695.00		
02/21/2022	196038	SMA HEALTHCARE, INC.	DEC 2021	227.50		SS INDIGENT HEALTH - RX
			JAN 2022	189.00		SS INDIGENT HEALTH - RX
				416.50		
02/21/2022	196039	SOUND PHYSICIANS OF FLORIDA IV, LLC	Z8DQ2YJ	518.30		SO INDIGENT INMATE HEALTH
			Z8DQ2YM	201.13		SO INDIGENT INMATE HEALTH
			Z8DQ2YN	518.30		SO INDIGENT INMATE HEALTH
			Z8MKDUO	201.13		SO INDIGENT INMATE HEALTH
			Z8NDURE	313.55		SO INDIGENT INMATE HEALTH
				1,752.41		
02/21/2022	196040	SYN-TECH SYSTEMS, INC.	243482	4,437.50		FUELMaster STANDARD MAINT 2/1/22-1/31/23
				4,437.50		
02/21/2022	196041	TECO PEOPLES GAS	012619618 0122	890.05		1002 JUSTCE LN-INMATE FAC 01/05/22-02/01/22
				890.05		

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02/21/2022	196042	THE FLORIDA UROLOGY CENTER, P.A.	C21000N7	99.25		SS INDGNT HLTH RO-M011584
				99.25		
02/21/2022	196043	THE HOME DEPOT PRO - SUPPLY WORKS	667885461	366.45		CLEANING SUPPLIES PO NUM 028744
				366.45		
02/21/2022	196044	THE WARE GROUP, LLC.	S010392765.001	2,400.00		REFRIGERANT PO NUM 028753
				2,400.00		
02/21/2022	196045	THE ZIMMERMAN AGENCY LLC	INV-25876	15,000.00		INTEGRATING MARKETING SVC PROJ#11755ADDG-JAN 2022
				15,000.00		
02/21/2022	196046	TRILOGY MEDWASTE SOUTHEAST LLC	878571	63.37		MED WASTE DISPOSAL@STA.92 21&15,01/04 & 01/10
				63.37		
02/21/2022	196047	TWC SERVICES, INC	9055758-1	2,707.62		EQUIP REPAIR-JAIL-GARLAND OVEN AND GRIDDLE
				2,707.62		
02/21/2022	196048	TYLER TECHNOLOGIES, INC	045-365768	12,000.00		DEDICATED PROJ MGR 50% JANUARY 2022
			045-367954	3,825.00		IMPLEMENTATION 01/25-27 R.ARCEBIDO
				15,825.00		
02/21/2022	196049	UNIVERSAL FUEL SERVICES, LLC	007264	5,790.00		FUEL EXTRCTN & FILTRATION PROCESS SYS FOR TANKS
				5,790.00		
02/21/2022	196050	US WATER SERVICES CORPORATION	SI44083	771.64		WTR TRTMNT PLNT OPS&SAMPL BULL CREEK-02/01/22
			SI44083	1,661.27		WTR TRTMNT PLNT OPS&SAMPL DAYTONA NORTH-02/01/22
				2,432.91		
02/21/2022	196051	VILLAGE KEY AND ALARM	395840	1,666.57		RELAY RPR-INMATE FAC.CELL BLOCKS N & K
				1,666.57		
02/21/2022	196052	VOLUSIA HAND SURGERY CLINIC PA	122008	1,497.23		SS INDGNT HLTH RO-M011560
			122121	205.42		SS INDGNT HLTH RO-M011559
			122445	77.28		SS INDGNT HLTH RO-M011597
			122536	112.72		SS INDGNT HLTH RO-M011598
				1,892.65		

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02/21/2022	196053	W.W. GRAINGER, INC.	9195520037	1,536.00	G	(15)FOLDING TABLES FOR EMPA
			9199436586	1,364.88	G	(8)FOLDING CHAIRS FOR EMPA
				2,900.88		
02/21/2022	196054	WASTE PRO OF FLORIDA INC	0000341185	142.35		FRNTLD 4YD SOLID WSTE SVC SEP21 AIRPORT CORP CENTER
			0000349216	109.90		FRONTLOAD 4YD-SOLID WASTE SRVC-ESPANOLA C.C.-JAN 22
			0000349217	109.90		FRONTLOAD 4YD-SOLID WASTE SRVC-HAW CREEK CC.-JAN 22
			0000349607	143.55		6YD FRONTLD SOLID WST SVC @14 PLM HRBR VLLG WY-MAR.
				505.70		
02/21/2022	196055	WEST GROUP	845095086	308.66		ONLINE SFTWRE SUBSCRPTION LAW LIBRARY OCTOBER 2021
			845261813	308.66		ONLINE SFTWRE SUBSCRPTION LAW LIBRARY NOVEMBER 2021
			845429655	308.66		ONLINE SFTWRE SUBSCRPTION LAW LIBRARY DECEMBER 2021
			845618069	308.66		ONLINE SFTWRE SUBSCRPTION LAW LIBRARY JANUARY 2022
			845777547	191.56		ONLINE/SFTWRE SUBSCRPTION JAN 2022 PUBLIC DEFENDER
			845778650	308.66		ONLINE SFTWRE SUBSCRPTION LAW LIBRARY FEBRUARY 2022
				1,734.86		
02/21/2022	196056	WOLCOTT INC	JAN 2022 S.A.	700.00		RENTAL ASSIST-RO 001714
				700.00		
02/21/2022	314334	ARCHITECTS DESIGN GROUP	INVOICE #12	22,975.65		PROF SVCS:FCSO OPS CENTER PHASE II, 01/14/2022
				22,975.65		
02/21/2022	314335	ARGOS USA, LLC	92576656	336.50		CONCRETE-FLAGLER COUNTY NEW OPS CENTER
			92577355	(100.00)		ORIG INV-92576656-CONCRET FCSO NEW OPS CENTER
			92625311	1,417.50		CONCRETE-FLAGLER COUNTY NEW OPS CENTER
				1,654.00		
02/21/2022	314336	FLAGLER CO TAX COLLECTOR	COMSSN#05 21/22	96.18		COMMISSIONS DUE #05 MARINELAND ACRES DRAINAGE
				96.18		
02/21/2022	314337	HDR ENGINEERING INC	1200404626	8,890.00		PROF SVC:WATR QUAL.MONITR 08/30/21-1/25/22-LANDFILL
			1200404627	9,875.00		PROF SVC:WATR QUAL.MONITR 08/30/21-1/25/22-OKR C&DD

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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				18,765.00		
02/21/2022	314338	RHODES + BRITO ARCHITECTS INC	03-18018	12,288.00		PROF SVC:SOUTHERN LIBRARY PROJ. 12/20/21-1/24/22
				12,288.00		
02/21/2022	333515	FLAGLER CO BCC POOLED CASH FUNDS	CK22-064	1,064.51		TO FUND PAYROLL WEEK OF 02/18/2022
				1,064.51		
02/16/2022	9220307	EXPRESS TAX - TTL WIRE	WTO22-320	90,022.93		TTL WIRE WEEK OF 02/18/22
				90,022.93		
02/16/2022	9220308	P&A ADMINISTRATIVE SERVICES, INC	WTO22-321	1,130.87		P & A FLEXIBLE SPENDING 02/16/2022
				1,130.87		
02/17/2022	9220309	P&A ADMINISTRATIVE SERVICES, INC	WTO22-322	775.47		P & A FLEXIBLE SPENDING 02/17/2022
				775.47		
02/17/2022	9220310	DHARMA MERCHANT SERVICES, INC	WTO22-323	70.00		C.LIGHTSEY-3913 DUPLICATE CHARGE 2/13
				70.00		
02/18/2022	9220311	NATIONWIDE RETIREMENT SOLUTIONS INC	WTO22-324	8,759.39		NATIONWIDE RETIREMNT WIRE WEEK OF 02/18/2022
				8,759.39		
02/18/2022	9220312	P&A ADMINISTRATIVE SERVICES, INC	WTO22-325	1,351.11		P & A FLEXIBLE SPENDING 02/18/2022
				1,351.11		
02/18/2022	9220313	EXPERT PAY - CHILD SUPPORT WIRE	WTO22-326	873.87		CHILD SUPPORT WIRE TO FLSDU WEEK OF 02/18/2022
				873.87		
02/22/2022	9220314	BANK OF AMERICA - P-CARD	WTO22-327	124,879.11		JAN 2022 PCARD PURCHASES
				124,879.11		
02/22/2022	9220315	P&A ADMINISTRATIVE SERVICES, INC	WTO22-328	996.36		P & A FLEXIBLE SPENDING 02/22/2022
				996.36		
02/22/2022	9220316	P&A ADMINISTRATIVE SERVICES, INC	WTO22-329	271.56		P & A FLEXIBLE SPENDING 02/22/2022
				271.56		
02/22/2022	9220317	P&A ADMINISTRATIVE SERVICES, INC	WTO22-330	164.18		P & A FLEXIBLE SPENDING 02/22/2022
				164.18		

Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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02/22/2022	9220318	P&A ADMINISTRATIVE SERVICES, INC	WTO22-331	54.09		P & A FLEXIBLE SPENDING 02/22/2022
				54.09		
02/22/2022	9220319	STATE OF FL-DOR-SALES TAX WIRE	WTO22-332	4,927.73		AIRPORT JAN 2022 SALES TAX WIRE
			WTO22-332	(30.00)		AIRPORT JAN 2022 SALES TAX WIRE COLLECT ALLOW
				4,897.73		
02/22/2022	9220320	STATE OF FL-DOR-SALES TAX WIRE	WTO22-333	1,125.42		PRINC.PL. JAN 2022 SALES TAX WIRE
			WTO22-333	(28.14)		PRINC.PL. JAN 2022 SALES TAX WIRE COLLECT ALLOW
				1,097.28		
02/22/2022	9220321	STATE OF FL-DOR-SALES TAX WIRE	WTO22-334	642.83		PARKS JAN 2022 SALES TAX WIRE
			WTO22-334	(16.07)		PARKS JAN 2022 SALES TAX WIRE COLLECT ALLOW
				626.76		
02/22/2022	9220322	STATE OF FL-DOR-SALES TAX WIRE	WTO22-335	366.50		BULL CREEK JAN 2022 SALES TAX WIRE
			WTO22-335	(9.16)		BULL CREEK JAN 2022 SALES TAX WIRE COLLECT ALLOW
				357.34		
02/22/2022	9220323	STATE OF FL-DOR-SALES TAX WIRE	WTO22-336	58.50		BINGS JAN 2022 SALES TAX WIRE
			WTO22-336	(1.46)		BINGS JAN 2022 SALES TAX WIRE COLLECT ALLOW
				57.04		
02/22/2022	9220324	STATE OF FL-DOR-SALES TAX WIRE	WTO22-337	10.42		LIBRARY JAN 2022 SALES TAX WIRE
			WTO22-337	(0.26)		LIBRARY JAN 2022 SALES TAX WIRE COLLECT ALLOW
				10.16		
			Total	1,097,165.52		

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

FEBRUARY 21, 2022

STRATEGIC PLANNING WORKSHOP #1

Present: Chair Joe Mullins, Vice Chair Greg Hansen, Commissioners Andy Dance, Donald O'Brien and David Sullivan, County Administrator Heidi Petito, County Attorney Al Hadeed and Deputy Clerk Deb Jenkins

ITEM 1 – CALL TO ORDER

Chair Mullins called the meeting to order at 1:00 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 2 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair Mullins led the Pledge to the Flag and requested a moment of silence.

ITEM 3 – WELCOME - FLAGLER COUNTY BOARD CHAIR

Chair Mullins welcomed everyone.

ITEM 4 – REVIEW OF STRATEGIC PLANNING PROCESS AND PRELIMINARY DISCUSSION OF STRATEGIC FOCUS AREAS

Herb Marlowe, Analytica Consultant, presented a PowerPoint (*on file in the Clerk's Office*) reviewing Strategic Planning for preliminary discussions. Announced two Public Engagement meetings would be held on March 1 in the Government Services Building and on March 3 at the Palm Coast Community Center. Explained the process and the focus areas of discussions would be major policy issues that cut across all departments such as customer service, employee engagement, performance management and department strategic plans.

County Administrator Petito commented "Flagler First" was created internally and explained it meant making sure everything done was fiscally responsible while having innovative solutions, responsible growth, superior services, and a transparent government. Commented this was what the County should be striving for.

Commissioner Sullivan recommended at the Public Engagement meetings laying out what the County did versus what the municipalities did since many do not know how much the County was responsible for.

Ms. Petito replied she would make sure that was included in a handout.

Mr. Marlowe explained the preliminary strategic focus areas were growth, local economy, resiliency, and effective government. Stated threats that need to be addressed were beach erosion, flooding, commercial/industrial - ad valorem ratio, and inadequate infrastructure to accommodate growth.

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Strategic Planning Workshop #1

(Item 4 – continued)

The BCC discussed the challenges with growth, affordable housing, and the need for more commercial/industrial to assist with affordability, infrastructure, and homelessness.

Commissioner Sullivan noted in the past Flagler had received help from the State because it was small and rural, but due to growth it no longer receive that help and he would like to address that.

Commissioner O'Brien stated with regards to affordable housing, Flagler was well over 90% single-family housing versus multi-family and that was not a healthy mix. Commented there was a reason why growing communities like Duval County could not build apartments fast enough because of the need to provide that kind of housing for workers and younger families. Stated Flagler just did not have any of that supply.

Chair Mullins stated there was a big senior population that cannot live without the younger population and the younger population must have somewhere to live; we are not the villages and don't want to be we need to address both sides of the issue; it's about balance. Commented the vision of twenty years ago has changed today. Spoke of a gap in technology regarding traffic lighting system and how technology could improve the flow of traffic.

Commissioner Hansen pointed out would need to work with the cities to achieve. Recommended having a sit down with the mayors.

Commissioner Sullivan noted there were great north-south roads but not good east-west roads, and in order to plan for the future development of the western part of the county, the County would need better east-west roads.

Commissioner Hansen noted Tallahassee did not look at beach replenishment as a resiliency issue, but it was for Flagler.

Commissioner Sullivan commented it was used too broadly and recommended defining the word "resiliency" and what it meant for Flagler County.

Chair Mullins stated there was a lot of assistance at the state and federal levels, but the BCC needed to define what it wanted Flagler County to be, or it would be defined for them.

Mr. Marlowe commented he noticed housing had tripled in Orlando and now there were growth patterns happening in Jacksonville.

Commissioner Sullivan felt it was important to mention in the strategic goals that Flagler was an in-between county between two bigger counties and to recognize if it was going to be more associated with the coastline or become more of Orlando.

February 21, 2022
Strategic Planning Workshop #1

(Item 4 – continued)

Commissioner Hansen commented Flagler was moving more towards Jacksonville than Orlando with its membership in the Northeast Florida Regional Council and perhaps should have a strategic plan to build north with shipping rather than south.

Mr. Marlowe recommended to include in the strategic planning discussions that Flagler did tilt more towards Jacksonville and the how to make that happen.

Chair Mullins noted Flagler was partnered with Career Source of Volusia but not Career Source of Jacksonville, yet Flagler did so much with the Jacksonville Chamber and economy. Felt Flagler should connect with both groups since they had the workforces to pull from.

Mr. Marlowe stated it was higher end jobs Flagler wanted to pull in, but the concern also was the commercial/industrial gap and the need to have more to be a full-service community.

Chair Mullins noted a benefit was Flagler had the only part of US-1 west of I-95 and it was a long stretch where a lot of businesses could locate and be protected from the elements of the ocean and weather yet be closer to beach than I-4, so the quality of life would be a factor.

Commissioner Sullivan noted Northrup Grumman in Saint Augustine had a large plant located on US-1 and many people from Flagler worked therein solid technical jobs; there was not a company like that in Flagler County.

Commissioner Hansen commented the County's airport was growing and a great place for an aviation plant to locate.

Commissioner Sullivan commented the need to protect the area around the airport from too much or too tight growth for it to remain viable.

Commissioner Hansen stated another thing being worked on was to get a train station in Bunnell.

Mr. Marlowe stated an effective government included transparency, customer service, employee trust, and performance management, all of which was to make sure the community members had confidence in their government.

Commissioner O'Brien asked what was meant by performance management.

Mr. Marlowe replied one of the critical things was customers. Stated if people started to have a lot of complaints the County would need to fix it quick, so performance management was how that was managed.

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(Item 4 – continued)

Jorge Salinas, Deputy County Administrator, explained one thing regarding performance management was how to tie key performance indicators to the departments, and for transparency, the County would post that on its website so everyone could see how well they were doing.

Mr. Marlowe reviewed the Strategic Planning schedule and stated starting in March staff workshops would be held every three weeks through March, April, and June. Added during that time he would ask to meet with the BCC again but that was not yet scheduled.

Commissioner Hansen reiterated it might pay off to have the mayors here the next time the BCC met on this.

Chair Mullins agreed. Noted there seemed to be competition for federal funding between the County and the cities and overlapping of services.

Mr. Marlowe suggested inviting other elected officials because as they move toward implementation elements of this there would need to be a lot of joint work to be efficient.

County Administrator Petito stated she met with the cities on a regular basis and discussed capital improvement project opportunities, master planning for parks and recreation especially between the City of Pam Coast and the County, and opportunities for partnerships to avoid overlapping of services. Suggested contacting the mayors one on one prior to holding a summit.

Chair Mullins emphasized the importance of the cities having a seat at the table to work together.

ITEM 5 – PUBLIC COMMENT

Dr. Lynne Bravo Rosewater, Flagler County, expressed concern about the Land Development Code and felt there should be more coordination with outside of Flagler County for more input before it was set in stone.

County Administrator Petito responded that was not part the Strategic Plan process and the County was currently in the middle of rewriting the Comprehensive Plan which would be followed with the rewrite of the Land Development Code.

Kathy B, Flagler County, asked how the public input part of this would work.

County Administrator Petito responded there were opportunities on March 1 and March 3 for the public to give input and were noticed on the County's website, press releases, and social media.

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(Item 5 – continued)

Angela Smith, Flagler County, stated she was present to promote a four-day entrepreneur summer camp and submitted a flyer (*on file in the Clerk's Office*).

Elayne Byrd, Flagler County, asked how they were going to focus the group on a particular aspect and if there would be an outline.

Mr. Marlowe responded there would be three basic questions asked, what would you like to see in Flagler County that was not here today, what parts you would like to see remain, and what you do not want to see happen to Flagler County. Commented if the Strategic Plan was to be effect over time it had to align with the needs, aspirations, and values of the community.

Robin Poletta, Volusia County, asked would this drive the reconsideration of land use and the Land Development Code.

County Administrator Petito responded they went hand in hand with the vision wanted for Flagler County, and clearly did not want a Strategic Plan that did not align with the Comp Plan and Land Development Code, or vice versa.

Ms. Poletta commented she worked with several groups and was not against growth, but wanted sane, sensible, and sensitive growth.

Greg Blose, President, Palm Coast-Flagler Regional Chamber of Commerce President, stated they made focusing on the future their priority. Spoke further and commented public participation was important and hoped many people came to the public meeting.

There was no further comment.

ADJOURNMENT

A motion was made by Commissioner Hansen to adjourn at 2:36 p.m. Seconded by Commissioner Sullivan.

February 21, 2022
Strategic Planning Workshop #1

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Joseph F. Mullins
Chair

UNOFFICIAL

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

FEBRUARY 21, 2022

REGULAR MEETING

Present: Chair Joe Mullins, Vice Chair Gregory Hansen, Commissioners David Sullivan, Donald O'Brien and Andy Dance, County Administrator Heidi Petito, County Attorney Al Hadeed and Deputy Clerk Rhea Cosgrove

Chair Mullins called the meeting to order at 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

Chair Mullins led the Pledge to the Flag and requested a moment of silence.

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair Mullins announced County Administrator Petito requested Item 9c be removed from the agenda.

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Mullins announced the following:

- One of the remaining easements for the Army Corps had been obtained
- Stormwater master plan meeting - February 22 at the GSB (Government Services Building) and March 1 at Hidden Trails Community Center
- Native American Festival – February 26 -27 at Princess Place Preserve
- Race of the Runways – February 26 at Flagler Executive Airport
- Strategic Planning Public Engagement meetings –March 1 at the GSB and March 3 at the Palm Coast Community Center
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils
- Upcoming meetings:
 - Regular Meeting – March 7 at 9:00 a.m. in the Board Chambers

ITEM 4A – RECOGNATIONS

None

ITEM 4B – PROCLAMATIONS

None

ITEM 4C1 – ANNUAL TOURISM 2020-2022 STRATEGIC PLAN UPDATE

Amy Lukasik, Tourism Development Director, gave the presentation on the Tourism Strategic Plan Update. Explained the three strategic pillars that serve to organize the goals, objectives, and tactics of the plan, which were Destination Development, Visitor Experience, and Organizational Excellence. Pointed out they were in the process of looking for an office for the tourism center in Flagler Beach which she felt was a better location than right off I-95 and explained.

Spoke about the formation of the Flagler County Cultural Council, as the Local Arts Agency, to promote Arts, Humanities and Heritage for All. Explained it was an agency recognized by the local government and the mission was to build unity among member organizations, engage in advocacy and education in support of arts and humanities, and to seek and provide resources to enrich the lives of residents and visitors.

The BCC thanked Ms. Lukasik and staff for a job well done.

ITEM 4C2 – ECO-TOURISM IN FLAGLER COUNTY

Commissioner Hansen stated the Hammock Community Association took it upon themselves to emphasize eco-tourism in the community.

Dr. Lynn Rosewater presented a video filmed by Mary Kay Ulsamer of the many places to visit and eco-tourism activities in the Hammock. Stated they gave the video to the Flagler County tourism office to use as part of its advertising.

ITEM 5A – COMMUNITY OUTREACH

None

ITEM 5B – BOARD COMMENTS ON CONSENT ITEMS

Chair Mullins pointed out the public should pay attention to any items about grants, and it was a result of hard work from elected officials and staff to save the taxpayer money.

CONSENT AGENDA – ITEMS 6A THROUGH 7F

Commissioner O'Brien requested Item 7d be removed from the Consent Agenda for discussion.

A motion was made by Commissioner Hansen to approve the Consent Agenda with the exception of Item 7d. Seconded by Commissioner O'Brien.

Chair Mullins called the question. Motion carried unanimously.

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

ITEM 6A – BILLS AND RELATED REPORTS

The report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court presented in compliance with the provisions of Section 136.06, Florida Statute as listed below were approved as part of the Consent Agenda.

- Disbursement Report for Week Ending January 28, 2022, in the amount of \$1,660,718.25
- Disbursement Report for Week Ending February 4, 2022, in the amount of \$1,622,459.83

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

The following minutes of the following meetings were approved as part of the Consent Agenda.

- February 7, 2022 – Regular Meeting
- February 7, 2022 – Workshop

UNOFFICIAL

February 21, 2022
Regular Meeting

**ITEM 7A – RATIFICATION OF FLAGLER COUNTY EMERGENCY
PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY
– HURRICANE MATTHEW**

The following request was ratified as part of the Consent Agenda:

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: Flagler County has been under a declared state of local emergency due to Hurricane Matthew since October 4, 2016. By law, the Proclamation declaring a state of local emergency may only last for seven days, but may be renewed every seven days as necessary. In the immediate aftermath of Hurricane Matthew, the County utilized its authority under the emergency to address debris removal and the restoration of electrical power. Over time, the County's response shifted to repairs of the coastline infrastructure and dune system. The County installed a seawall in Painters Hill to prevent the collapse of homes onto the beach. The County also installed an emergency protective berm in much of the unincorporated areas of the County.

While these measures provided needed protection of the community, Flagler County remains vulnerable to catastrophic storm damage without further and sustained protective efforts.

In Flagler Beach, the coastline remains in disrepair with severely damaged dunes and much of S.R. A1A in need of a long-term solution. The County entered into an agreement with the Army Corps of Engineers to restore dunes in southern Flagler Beach (the "Army Corps Project" or "Federal Project") and is coordinating with FDOT to restore dunes in the northern half of Flagler Beach and with FDOT and FDEP to restore dunes from South 28th Street to the Volusia County line (together, the "Non-federal Project"). The County hopes to save significant mobilization costs by utilizing the same contractor for both Army Corps and Non-federal Projects.

Under the mandatory rules of the Army Corps, the County must have legal access to every parcel within the Army Corps Project area because any gap in the renourished dune would result in a breach point in the event of a storm surge—jeopardizing A1A and nearby properties and undermining the purpose of the project itself. The County has obtained ~99% of the necessary easements, with only three dune remnant properties remaining outstanding. These remnant parcels are located in a length of beach declared to be a critical eroding shoreline by the State of Florida.

The Board has authorized eminent domain proceedings against the outstanding properties. A resolution of taking is expected when the appraisals are finalized and approved by the Army Corps of Engineers. The Board is working on a beach management plan and is exploring undertaking additional projects. Continuing the state of local emergency will help the County with the foregoing efforts and allow the County to take any other necessary emergency measures to restore, protect and maintain the dunes before the next, potentially damaging hurricane or storm strikes the beach.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.

ATTACHMENTS:

1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 02/08/2022
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 02/15/2022

February 21, 2022
Regular Meeting

ITEM 7B – CONSIDERATION TO TRANSFER FUNDS FROM GENERAL FUND RESERVES FOR FY 20-21 ROLLING PROJECTS

The following request was approved as part of the Consent Agenda:

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

SUBJECT: Consideration to Transfer Funds from General Fund Reserves for FY 20-21 Rolling Projects.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: Staff is seeking approval to transfer funds from Reserves for the FY 2021-2022 Budget in the amount of \$714,924 for incomplete projects including the Red Roof Inn Expansion, Station 41 Expansion, Hidden Trails Basketball Court, and Wadsworth Park Improvements. These funds were previously approved and appropriated for these projects in the prior fiscal year but were missed during the carry forward process.

Red Roof Inn –	\$100,000 - 316-6000-519.52-10 Project #625557
Station 41 –	\$500,000 - 316-6000-522.62-10 Project #935557
Hidden Trails Basketball –	\$ 13,500 - 187-1401-572.46-10 Project #240020
Wadsworth Park Improvements –	\$101,424 - 001-6010-572.63-10 Project #360290

FUNDING INFORMATION: Funding will be appropriated as outlined above with the approval of the attached Budget Transfer 22-115 and Unanticipated Revenue Resolutions. After the budget transfer, the Reserves for Designated for Future Use will have a remaining balance of \$18,528,742.

DEPARTMENT CONTACT: E. John Brower, Financial Services Director (386) 313-4036

RECOMMENDATION: Request the Board approve Budget Transfer 22-115 and the Unanticipated Revenue Resolutions.

ATTACHMENTS:

1. BTR 22-115
2. URR
3. URR #2

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February 21, 2022
Regular Meeting

ITEM 7C – REQUEST FOR APPROVAL TO APPLY FOR THE EMERGENCY SOLUTIONS GRANT (ESG) FROM THE COMMISSIONER ON HOMELESSNESS AND HOUSING (COHH) VIA THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF) FOR VOLUSIA/FLAGLER COUNTIES IN THE AMOUNT OF \$200,000

The following request was approved as part of the Consent Agenda:

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

SUBJECT: Request for Approval to Apply for the Emergency Solutions Grant (ESG) from The Commission on Homelessness and Housing (CoHH) via the Department of Children and Families (DCF) for Volusia/Flagler Counties in the Amount of \$200,000.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: Staff is seeking approval to apply for Emergency Solutions Grant (ESG). The ESG program provides funding to: engage homeless individuals and families living on the street/Outreach; improve the number and quality of emergency shelters for homeless individuals and families; help operate these shelters; provide essential services to shelter residents; rapidly re-house homeless individuals and families; and prevent families/individuals from becoming homeless.

FUNDING INFORMATION: The available allocation for the award is \$200,000. Less 5% to be used towards administering the program. Subrecipients are awarded \$190,000 and requires a 100% local Match, which can be in-kind in nature. Upon award, staff will return before the Board for acceptance and to align funding.

DEPARTMENT CONTACT: Chynequa King, Health/Human Svcs Asst. Director 386-586-2324

RECOMMENDATION: Request the Board approve staff applying for the ESG Grant.

ATTACHMENTS:

1. Application Summary of ESG grant
2. DCF Application for ESG Grant
3. ESG Program Quick Reference

UNOFFICIAL

February 21, 2022
Regular Meeting

ITEM 7E – REQUEST FOR APPROVAL TO APPLY FOR THE TEMPORARY ASSISTANCE FOR NEEDY FAMILIES GRANT (TANF) GRANT FROM THE COMMISSION ON HOMELESSNESS AND HOUSING (COHH) VIA THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF) FOR VOLUSIA/FLAGLER COUNTIES IN THE AMOUNT OF \$46,582

The following request was approved as part of the Consent Agenda:

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

SUBJECT: Request for Approval to Apply for the Temporary Assistance for Needy Families Grant (TANF) Grant from The Commission on Homelessness and Housing (CoHH) via the Department of Children and Families (DCF) for Volusia/Flagler Counties in the Amount of \$46,582.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: Staff is seeking approval to apply for the Temporary Assistance for Needy Families Grant (TANF). The purpose of TANF is to assist eligible families to prevent the family from becoming homeless and to maintain stable housing following the assistance from the grant.

FUNDING INFORMATION: The available allocation for the award is \$46,582. Less 3% to be used towards administering the program. Subrecipients are awarded \$45,184 and requires a no local Match. Upon award, staff will return before the Board for acceptance and to align funding.

DEPARTMENT CONTACT: Chynequa King, Health/Human Svcs Asst. Director 386-586-2324

RECOMMENDATION: Request the Board approve staff applying for the TANF Grant.

ATTACHMENTS:

1. DCF Application for TANF Grant

UNOFFICIAL

February 21, 2022
Regular Meeting

ITEM 7F – CONSIDERATION TO ADD 2.0 FTE’S IT SUPPORT SPECIALIST 1 POSITIONS TO THE FY 2021-22 BUDGET

The following request was approved as part of the Consent Agenda:

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

SUBJECT: Consideration to Add 2.0 FTEs IT Support Specialist 1 Positions to the FY 2021-22 Budget.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: Flagler County Board of County Commissioners entered into an interlocal agreement with the Flagler Sheriff’s Office on January 13, 2014, for the purpose of consolidating Information Technology Departments. Since 2014, the need for technology support has grown substantially. Often times a press release from the Sheriff’s Office comes out regarding the use of technology in their operations. The deployment of technology in law enforcement can’t operate without smooth-running IT operations. The Innovation Technology Department demands continue to rise with our need for general support staff being critical at this point. We had anticipated adding new positions to support the Sheriff’s Office with the completion of the new Sheriff’s Operations Building, however, since it will take up to 6 months to recruit, onboard, and train IT staff members, we are requesting the board add 2 new IT Support Specialist 1 positions, to support the Sheriff’s Office. Adding the positions now will enable the Department to keep up with growing demand for IT services and increase the customer service levels that are expected from the IT department.

An IT Support Specialist (Pay grade 111) position has a minimum annual salary of \$43,950.40, with a maximum annual salary of \$72,508.80, not including fringe and benefits.

FUNDING INFORMATION: Funding for these positions is available from savings realized from personnel and operating budgets within the IT Department.

DEPARTMENT CONTACT: Innovation Technology, Jarrod Shupe, CIO, 313-4281

RECOMMENDATION: Request the Board approve the addition of 2.0 FTEs IT Support Specialist 1 positions.

ATTACHMENTS:

1. Job Description



February 21, 2022
Regular Meeting

The following item was removed from the Consent Agenda for discussion and action:

ITEM 7D – REQUEST FOR APPROVAL TO APPLY FOR THE CHALLENGE GRANT FROM THE COMMISSION ON HOMELESSNESS AND HOUSING (COHH) VIA THE DEPARTMENT OF CHILDREN AND FAMILIES (DCF) FOR VOLUSIA/FLAGLER COUNTIES IN THE AMOUNT OF \$148,500

The following was requested by Chynequa King, Health/Human Services Assistant Director:

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

SUBJECT: Request for Approval to Apply for the Challenge Grant from The Commission on Homelessness and Housing (CoHH) via the Department of Children and Families (DCF) for Volusia/Flagler Counties in the Amount of \$148,500.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: The Department of Children and Families reached out to Health and Human Services to present an invitation to apply for The Challenge Grant. The Challenge Grant funding shall be used locally to assist individuals or households who are homeless, or those at risk of becoming homeless. The HHS Department has been contacted by a variety of community agencies to respond to an increase need to provide services to the homeless or those at risk of becoming homeless. The intent of the grant is to implement local homeless services such as rapid re-housing for individuals, families, and the chronically homeless individuals. Rapid-rehousing provides housing search services, rent and move-in assistance, case management services to help people exit homelessness and find long-term housing.

A study of the rapid re-housing program by the U.S. Department of Veteran Affairs' (VA) found that monthly income increased for participants by almost \$100 between program entry and program exit. Studies have also found that 70% of rapid re-housing program participants successfully find permanent housing prior to their program exit. Lastly, an important feature of the program is its lower cost than other interventions. The *Family Options Study* found the average monthly cost of rapid re-housing was \$880, significantly lower than transitional housing (\$2,706) or emergency shelter (\$4,819). (Batko, 2018).

FUNDING INFORMATION: The available allocation for the award is \$148,500. Less 8% to be used towards administering the program. Subrecipients are awarded \$135,500 and requires a 25% local Match. Upon award, staff will return before the Board for acceptance and to align funding.

DEPARTMENT CONTACT: Chynequa King, Health/Human Svcs Asst. Director 386-586-2324

RECOMMENDATION: Request the Board approve staff applying for the Challenge Grant.

ATTACHMENTS:

1. DCF Application for Challenge Grant

(Item 7d – continued)

Commissioner O'Brien asked if Flagler County had applied for these types of grants before.

Chynequa King, Health and Human Services Assistant Director, replied that the County had been awarded an Emergency Solutions Grant in the past, but did not spend the funding so it returned the grant.

Commissioner O'Brien asked if the County was now getting these grants due to her experience with them in the past.

Ms. King replied yes, stating she was invited by the Department of Children and Families to apply due to the confidence it now had in the money being expended.

Commissioner O'Brien stated in the future there needed to be specifics in the backup as to how the money would be used. Pointed out there was a section with ways the funding could be used and some of them he would have questions about.

Ms. King explained she was still in the process of drafting the application and looking at what the Human Services staff had been expending for some similar allocations such as, rent, mortgage, and utilities. Noted the County was already doing the services but would now allocate them to a grant that would alleviate funds being taken from the General Fund.

Commissioner Dance commented having the application for the grant on the Consent Agenda was new and for transparency purposes the BCC was now showing what grants were being applied for and not just being notified after they were awarded.

A motion was made by Commissioner O'Brien to approve Item 7d as presented. Seconded by Commissioner Hansen.

Chair Mullins requested public comment. There was none.

Chair Mullins called the question. Motion carried unanimously.

GENERAL BUSINESS

ITEM 8 – None

February 21, 2022
Regular Meeting

PUBLIC HEARINGS

ITEM 9A – QUASI-JUDICIAL – APPLICATION #2517 DISCUSSION AND DETERMINATION ON THE STATUS OF REZONING TO PUD FOR CASCADES AT GRAND LANDINGS PUD

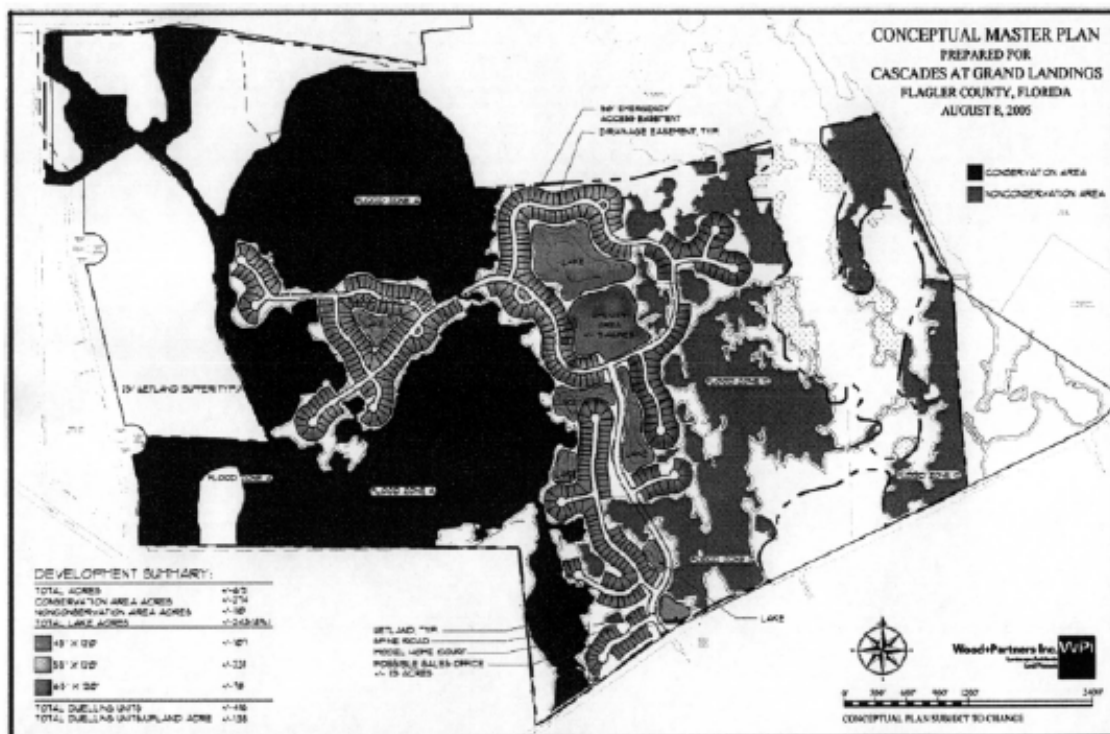
The following was requested by Adam Mengel, Growth Management Director:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING/AGENDA ITEM #9a**

SUBJECT: QUASI-JUDICIAL – Application #2517 – Discussion and determination on the status of rezoning to PUD for Cascades at Grand Landings PUD; Parcel #29-12-31-0000-01010-0021; 30-12-31-0000-01020-0040; 31-12-31-0650-000B0-0020; and 31-12-31-0000-01070-0030; 682.9+/- acres. Owner: Seminole Woods Blvd, LLC/Agent: Michael Chiumento III.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The subject parcel lies North of Seminole Woods Boulevard, East of U.S. Highway 1, and South of Citation Boulevard (and geographically is South of the Flagler Executive Airport):



The PUD Development Agreement for the Cascades PUD was approved by the Board of County Commissioners through Ordinance No. 2005-21 on November 7, 2005. The PUD Development Agreement provided several schedule-related benchmarks:

"5.1 Plan Overview – The Site Plan depicts the general layout of The Cascades at Grand Landings, including the location of roads and development areas. All roads, utilities and stormwater structures shall be constructed within eight (8) years of approval of this PUD Agreement.

(Item 9a – continued)

A complete site development plan for one or more of the residential areas of Phase I of the Cascades at Grand Landings will be submitted within twelve (12) months from the effective date of this PUD Agreement.”

At the time the Cascades property was rezoned to PUD in 2005, the owner conveyed approximately 266 acres of environmentally sensitive lands within the project area to Flagler County. In exchange, the County agreed to allow the developer to use the donated lands for wetland mitigation. The PUD Site Development Plan (as opposed to the PUD Conceptual Plan approved with the PUD Development Agreement) was approved by the Board of County Commissioners at its meeting on May 15, 2006. Preliminary plat approval for Phase 1 soon followed; however, construction never commenced. Thus, although the owner of the project did not meet the PUD Development Agreement’s eight year deadline to construct utility and stormwater infrastructure, the owner nevertheless changed position in reliance on the PUD Agreement by conveying land and successfully moving forward the Site Development Plan and preliminary plat.

Planning and Development Board review authority: Section 3.04.00, LDC, generally provides for the Planning and Development Board to review PUDs and provide recommendations to the Board of County Commissioners. Specifically, LDC Section 3.04.02.H.5 provides for:

“Determination by the county commission that the PUD is not ongoing will be considered cause for revocation for the PUD approval for development.”

The Planning and Development Board reviewed this request at its January 11, 2022 regular meeting. Following the public hearing, the Planning Board recommended that the Board of County Commissioners find that the Cascades PUD is ongoing and that the PUD remains valid.

This agenda item is:

quasi-judicial, requiring disclosure of ex-parte communication; or
 legislative, not requiring formal disclosure of ex-parte communication.

RECOMMENDATION: Request the Board of County Commissioners find that the Cascades PUD is ongoing and remains valid.

ATTACHMENTS:

1. PUD Development Agreement
2. November 7, 2005 Board of County Commissioners regular meeting minutes (in part)
3. PUD Site Development Plan
4. May 15, 2006 Board of County Commissioners regular meeting minutes (in part)
5. January 11, 2022 Planning and Development Board minutes (in part)

(Item 9a – continued)

Chair Mullins requested disclosures from the BCC. There was none.

Adam Mengel, Growth Management Director, gave the presentation on the Cascades at Grand Landings PUD and stated staff's recommendation was to find that this PUD was ongoing and would remain valid.

Commissioner Hansen asked if the BCC approved this application would the eight-year clock start all over again as in original application.

Mr. Mengel replied yes and if the BCC was to approve, it could put a time frame on it, but he suggested it be eight years as stated in the original agreement.

Commissioner Dance asked if the BCC approved would the agreement be exactly as the original with no amendments.

Mr. Mengel explained with the BCC could make suggestions but at this time the only decision now was if the agreement was ongoing or not, and if the BCC decided it was ongoing, then it would be left with the approved document from 2005.

Michael Chiumento, attorney for the applicant, stated they were asking that the PUD be validated, noting it was the conceptual master plan that was in the PUD document. Stated because of the St. Johns River Water Management District and the Department of Environmental Protection some of the wetlands had changed and there might be some modification which would require a change to the master plan to be consistent with the PUD.

Commissioner Hansen asked what he thought of the eight-year issue.

Mr. Chiumento replied they were spending money analyzing the wetlands and if the BCC validated, then they intended to move forward within the next 24 months.

Commissioner Dance pointed out a lot had happened in the last eight years and questioned the five-foot setback for fire safety. Noted the Planning Board discussed staggering air conditioner units and limiting obstructions within the setbacks to facilitate Fire Rescue and he would like to see those measures written in.

Mr. Chiumento replied they would voluntarily commit to do that now.

There was further discussion.

(Item 9a – continued)

Commissioner Dance asked if the emergency access was viable to Grand Landings.

Mr. Chiumento replied yes; the two were interconnected.

Chair Mullins requested public comment. There was none.

A motion was made by Commissioner Hansen to approve Item 9a as presented. Seconded by Commissioner O'Brien.

Chair Mullins called the question. Motion carried unanimously.

UNOFFICIAL

February 21, 2022
Regular Meeting

ITEM 9B – QUASI-JUDICIAL – APPLICATION #3278 SEMI-PUBLIC USE IN THE AC (AGRICULTURE) DISTRICT FOR EQUINE RECREATION AND THERAPY FACILITY D/B/A WHISPERING MEADOWS RANCH AT 1040 COUNTY ROAD 13 AND PUBLIC PRIVATE PARTNERSHIP USE AGREEMENT

The following was requested by Adam Mengel, Growth Management Director:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC HEARING/AGENDA ITEM #9b**

SUBJECT: QUASI-JUDICIAL – Application #3278 – Semi-Public Use in the AC (Agriculture) District for Equine Recreation and Therapy Facility d/b/a Whispering Meadows Ranch at 1040 County Road 13 and Public Private Partnership Use Agreement. Parcel Number 04-12-30-5550-00060-0000; 44+/- acres. Owner: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and leased to Flagler County/Agent: Dennis Bayer, Esquire.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: This request is quasi-judicial in nature (not legislative) and does require disclosure of ex parte communication. This request is for approval of a Semi-Public Use within the AC (Agriculture) zoning district. The property is located at 1040 County Road 13 and is 44+/- acres in size:

Property Appraiser aerial photo



(Item 9b – continued)

This application is an adjunct and successor to Application #3239 for the Whispering Meadows Ranch at 5011 John Anderson Highway. Following the Planning and Development Board's April 13, 2021 review and recommendation for approval of the Semi-Public Use subject to conditions, the Board of County Commissioners tabled the Semi-Public Use public hearing for Application #3239 several times, eventually leading to approval at its July 12, 2021 regular meeting of a Memorandum of Agreement with the Ranch to pursue providing an area at the Flagler County Fairgrounds for operation of the Ranch and its equine therapy programs. Use of a part of the Fairgrounds site requires several prerequisite steps to be completed, including approval of a Semi-Public Use. The Memorandum recognizes a public-private partnership, with obligations both separately and jointly, for the Ranch and the County to complete. While work on these items continues, it is now an appropriate time to advance the Semi-Public Use for consideration and recommendation by the Planning and Development Board for ultimate review and decision by the Board of County Commissioners.

Whispering Meadows Ranch is a non-profit 501(c)3 equine therapy program for children, the disabled, and veterans. Relocating the Ranch from its John Anderson location will ensure the long-term operation of the Ranch at a site that presently is unused, but through its lease to the County from the State, is intended for development as public uses consistent with and subject to the State's approval as the landowner. The Semi-Public Use application and review is not a variance from the County's requirements or a rezoning of the land: the Semi-Public Use is a unique characteristic of the County's Land Development Code (LDC) reserved to non-profit and not-for-profit operations.

A conceptual site plan (attached) was provided to the State as part of their review. The applicant acknowledges that a subsequent application to amend this Semi-Public Use will be needed to add additional uses, subject to Board approval; however, additional buildings supporting the use may be added without additional review provided that the overall development remains consistent with the County's lease with the State, and the County's sublease with the Ranch.

In addition to the Semi-Public Use request, the Public Private Partnership Use Agreement between the County and the Ranch also requires approval by the Board of County Commissioners. Through the Agreement, the County will lease the site to the Ranch to conduct appointment based equine therapy sessions. The initial term of the lease is thirty years with two ten-year renewal options. The Agreement acknowledges the lack of sufficient equine therapy facilities presently within the county and requires the Ranch to provide these services while maintaining its non-profit status. Use of the site under the Agreement is contingent upon approval of the landowner, the State of Florida, Board of Trustees of the Internal Improvement Trust Fund.

Planning and Development Board review authority: Section 3.06.05.E.2, LDC, requires that the Planning and Development Board – following a determination that sufficient factual data was presented in order to render a decision – recommend to the Board of County Commissioners to either approve the request as submitted, approve the request with conditions, or disapprove the request.

February 21, 2022
Regular Meeting

(Item 9b – continued)

The Planning and Development Board reviewed this request at its January 11, 2022 regular meeting. After hearing the testimony and reviewing the evidence, the Planning Board recommended approval of the request subject to the conditions provided in this report. As a separate part of the request, the Board additionally requested that staff provide periodic updates to the Board of County Commissioners on the progress of the Ranch and the County in the development and operation of the County Road 13 site.

BCC review authority: Section 3.06.05.E.3, LDC, tracks similarly to the Planning and Development Board's direction, and requires that the Board of County Commissioners review and approve, approve with conditions, or disapprove Semi-Public uses following consideration of the Planning and Development Board's recommendations and the factual data presented during the public hearing in support of – or in opposition to – the request.

This agenda item is:

quasi-judicial, requiring disclosure of ex-parte communication; or
 legislative, not requiring formal disclosure of ex-parte communication.

Public Notice: Public notice has been provided consistent with LDC Section 2.07.00.

RECOMMENDATION: Request that the Board of County Commissioners approve the Public Private Partnership Use Agreement and, after finding that sufficient factual data has been presented to render a decision, approves the Semi-Public Use for Whispering Meadows Ranch at 1040 County Road 13, subject to the following conditions:

- a. the Semi-Public Use approval shall run with the land;
- b. development shall occur in substantial compliance with the site plan attached hereto and made a part of this record, with the allowance that additional buildings supporting the use may be added without additional review provided that the overall development remains consistent with the County's lease with the State, and the County's sublease with the Ranch;
- c. a single monument sign identifying the location of the Ranch may be permitted adjoining County Road 13, provided that the sign may not exceed thirty-two (32) square feet in area and six (6) feet in height;
- d. a subsequent application to amend this Semi-Public Use will be needed for any new uses proposed for this parcel;
- e. the non-profit organization Internal Revenue Service registration, along with any State of Florida nonprofit registration and the County's business tax receipt, must be maintained in perpetuity for the duration of the use on this parcel;
- f. all conditions of any lease shall be maintained for the duration of the lease;
- g. hours of operation shall be limited to sunrise to sunset, except for special events;
- h. no on-street parking (along or within the County Road 13 right-of-way) is permitted; and
- i. no more than four (4) fundraising or community-outreach events may be conducted on the site each calendar-year, subject to the County's special event permitting process but waiving any application or review fee.

(Item 9b – continued)

ATTACHMENTS:

1. Technical Staff Report (TSR)
2. Conceptual Site Plan
3. Public Private Partnership Use Agreement
4. Public notice
5. Planning and Development Board January 11, 2022 meeting minutes (in part)
6. Public comment

Chair Mullins stated Item 9b was quasi-judicial in nature and asked for BCC disclosures.

Commissioner Dance disclosed he had a voice mail exchange with Mr. Tanner about his email.

Commissioners Sullivan, O'Brien and Mullins all stated they read the email.

Commissioner Hansen disclosed he read the email and chatted with Attorney Dennis Bayer.

Adam Mengel, Growth Management Director, stated he had both Mr. Tanner's email and attachment, along with two sets of packets with letters of support. Gave the presentation (*on file in the Clerk's Office*).

Commissioner O'Brien stated he did not find it necessary as a condition of any kind of agreement for the suggestion of periodical updates as discussed at the Planning Board meeting. Commented the BCC would expect staff to be engaged and work on it in an expedient manner as it does on all items the BCC agreed to.

Commissioner Hansen asked if he saw any obstacles that would prevent this from moving forward.

Mr. Mengel replied no, he was encouraged by correspondence from the State asking for help in how it would fit in with the plan.

Chair Mullins stated the community was fortunate to have an organization providing this service.

Dennis Bayer, attorney for the applicant, stated staff and his client had worked very hard and they would follow through without dragging their feet after making the decision and working with the County. Pointed out they now would be moving forward with the fundraising stage. Noted their financial sponsors would want to make sure there was progress being made and the funding was being spent without delays. Stated they would also be working with the neighbor to make sure they met his concerns.

(Item 9b – continued)

Chair Mullins requested public comment.

Christina Blackburn, parent of special needs child, spoke in support of Whispering Meadows Ranch.

Mary Driggers, Mental Health Counselor with Flagler County Schools, spoke in support of the program.

Scott Sowers, parent of a special needs child, spoke in support of Whispering Meadows Ranch.

Janette Wagner, parent of a special needs child, spoke in support of Whispering Meadows Ranch and its programs.

Michele Ficocello, Flagler Beach Police Department Victims Advocate, spoke in support of the Whispering Meadows Ranch.

Elizabeth Jones, caretaker of elderly parent, spoke in support of Whispering Meadows Ranch and the benefits for the elderly.

Homer Smith, veteran's advocate, spoke in support of the Ranch and the benefits for veterans

There was no further public comment.

A motion was made by Commissioner Hansen to approve Item 9b as presented. Seconded by Commissioner Sullivan.

Chair Mullins called the question. Motion carried unanimously.

ITEM 9C – LEGISLATIVE – ADOPTION OF AN INCREASE TO THE EDUCATIONAL FACILITIES IMPACT FEE THROUGH AMENDMENT OF SECTION 17-136 OF THE CODE OF ORDINANCES

A motion was made by Commissioner Hansen to table Item 9c for a time certain of March 21, 2022. Seconded by Commissioner Sullivan.

Commissioner Dance wanted to make sure the Superintendent of Schools was aware the item would be tabled and had indicated she would continue to work on resolving the issue.

County Administrator Petito replied that was correct and the Superintendent confirmed with her a February 25 meeting with School Board staff to begin the discussions.

Commissioner Dance noted for a lot of people patience was running thin with the continuing extensions. Pointed out all parties needed to get together and solve the issue so they could move on for the benefit of the entire community.

Chair Mullins called the question. Motion carried unanimously.

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Petito reported the following:

- Old Dixie motel approximately 4 weeks from completion of the roof repair
- Material illegally dumped at the motel was now being cleaned up

ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hadeed reported the following:

- County obtained a voluntary easement from the South 27th block
- Staff working to resolve any differences with the owner of the remaining easement
- Working to identify who was responsible illegal dumping of construction trash at Old Dixie motel
- Old Dixie motel owners filed a response to the County’s complaint and the County agreed to vacate the default and the case was back on for the claim of \$250,000 and pending in the court
- Appeal to the Preserve Flagler Beach case involving the development on John Anderson Highway was filed in the Fifth District Court of Appeal
- Regarding the short-term vacation rentals, he proposed a one sentence amendment to the Senate and House bills stating, “The creation of the registration system was supplemental to the authority exercised by local governments based on the 2014 legislation”

ITEM 10C – COMMUNITY OUTREACH

Jane Gentile Youd expressed her disappointment in the way the County handled the Old Dixie motel situation. Questioned the “fake” hearing notice and submitted it for the public record.

Lucie Lachance, Palm Coast, was present in support of Whispering Meadows Ranch and asked for clarification as to why Commissioner O’Brien was upset at the suggestion that staff provide updates on the progress of the Ranch.

Commissioner O’Brien replied the BCC received an email from an interested party that made demands on what he wanted staff to do. Pointed out the County had very competent staff and the BCC was always provided updates on numerous projects and did not feel the need for provide updates at a public meeting.

ITEM 10D – COMMISSION REPORTS/COMMENT/ACTION

Commissioner Dance stated staff had worked to settle the impact fee issue with the School District but was not pleased with eleventh hour attempt to derail the process or ask for more concessions. Noted the Superintendent could have called the question and demanded a vote. Stated he was hopeful the issue was settled in the next 30 days.

Commissioner Sullivan congratulated the VFW on the Four Chaplains Day Service held each year.

ADJOURNMENT

The meeting was adjourned by consensus at 7:36 p.m.

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Joseph F. Mullins
Chair

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 6c**

SUBJECT: Consideration to Amend the Supervisor of Elections (SOE) FY 2021-22 Budget in the amount of \$112,443.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: The SOE has requested that the Board Amend their FY 2021-22 Budget to reflect a one-time enhancement provided by the BOCC and a CyberSecurity Grant from the Florida Division of Elections. Funding for this Amendment was previously approved by the board at the November 15th, 2021 regular meeting, during the Public Hearing Section in the amount of \$110,000. The remaining \$2,443 is for the above mentioned CyberSecurity Grant.

The Admin/Voter Registration Budget will be increased to 1,275,972
The Elections Budget will be increased to \$502,145

FUNDING INFORMATION: N/A.

DEPARTMENT CONTACT: Supervisor of Elections, Kaiti Lenhart (386) 313-4170

RECOMMENDATIONS: Request the Board approve the Amendment of the SOE's FY 2021-22 Budget in the Amount of \$112,443.

ATTACHMENTS:

1. SOE Budget Amendment

Account Description		Current FY2021-2022 Budget	Increase/ (Decrease)	Revised FY2021-2022 Budget	Comments
Revenue					
	General Fund (BOCC)	1,665,674.00	-	1,665,674.00	
1	CyberSecurity Grant		2,442.42	2,442.42	Funds are restricted and will be used in the FY21-22 budget year
2	FY22 One-Time Enhancement		110,000.00	110,000.00	BOCC - requested 2.14.2022
		1,665,674.00	112,442.42	1,778,116.42	
Expense					
	Admin/Voter Reg (BOCC)	1,165,972.00	110,000.00	1,275,972.00	
	Elections (BOCC)	499,702.00	2,442.42	502,144.42	
		1,665,674.00	112,442.42	1,778,116.42	

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: Flagler County has been under a declared state of local emergency due to Hurricane Matthew since October 4, 2016. By law, the Proclamation declaring a state of local emergency may only last for seven days, but may be renewed every seven days as necessary. In the immediate aftermath of Hurricane Matthew, the County utilized its authority under the emergency to address debris removal and the restoration of electrical power. Over time, the County’s response shifted to repairs of the coastline infrastructure and dune system. The County installed a seawall in Painters Hill to prevent the collapse of homes onto the beach. The County also installed an emergency protective berm in much of the unincorporated areas of the County.

While these measures provided needed protection of the community, Flagler County remains vulnerable to catastrophic storm damage without further and sustained protective efforts.

In Flagler Beach, the coastline remains in disrepair with severely damaged dunes and much of S.R. A1A in need of a long-term solution. The County entered into an agreement with the Army Corps of Engineers to restore dunes in southern Flagler Beach (the “Army Corps Project” or “Federal Project”) and is coordinating with FDOT to restore dunes in the northern half of Flagler Beach and with FDOT and FDEP to restore dunes from South 28th Street to the Volusia County line (together, the “Non-federal Project”). The County hopes to save significant mobilization costs by utilizing the same contractor for both Army Corps and Non-federal Projects.

Under the mandatory rules of the Army Corps, the County must have legal access to every parcel within the Army Corps Project area because any gap in the renourished dune would result in a breach point in the event of a storm surge—jeopardizing A1A and nearby properties and undermining the purpose of the project itself. The County has obtained ~99% of the necessary easements, with only three dune remnant properties remaining outstanding. These remnant parcels are located in a length of beach declared to be a critical eroding shoreline by the State of Florida.

The Board has authorized eminent domain proceedings against the outstanding properties. A resolution of taking is expected when the appraisals are finalized and approved by the Army Corps of Engineers. The Board is working on a beach management plan and is exploring undertaking additional projects. Continuing the state of local emergency will help the County with the foregoing efforts and allow the County to take any other necessary emergency measures to restore, protect and maintain the dunes before the next, potentially damaging hurricane or storm strikes the beach.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jonathan Lord, Emergency Management Director (386) 313-4240

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Matthew.

ATTACHMENTS:

1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 02/22/2022
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 03/01/2022

**FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)**

February 22, 2022

WHEREAS, on October 4, 2016, in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida, with the concurrence of the County's Emergency Management Director, the Sheriff, and the County Administrator, issued a Proclamation declaring a state of local emergency, dated October 4, 2016, recorded in the Official Records of Flagler County at Book 2161, Page 1453; and

WHEREAS, Hurricane Matthew passed along the County's coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

WHEREAS, Hurricane Matthew exposed the entire beachfront of Flagler County to a critical risk of further damage and had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, exacerbating the vulnerability of adjoining homes and businesses; and

WHEREAS, on October 11, 2016, and every seventh day thereafter to the present, based on the further recommendation of the County Administrator and the Emergency Management Director, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods in accordance with law; and

WHEREAS, the Board of County Commissioners ratified each of the Proclamations declaring and extending the local state of emergency by unanimous votes at public meetings; and

WHEREAS, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scarping the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes, and scarping, and causing approximately \$3.7 million in damage to the dune system of Flagler County; and

WHEREAS, as a result of Hurricane Matthew compounded with subsequent weather events, the County engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast, including:

- i.) the installation of a seawall in Painters Hill to prevent the collapse of homes onto the beach;
- ii.) the construction and vegetating of an emergency protective berm along 12 miles of the dunes in unincorporated Flagler County and in the incorporated communities of Marineland and Beverly Beach;
- iii.) the repair of dune crossovers and the installation of specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic;
- iv.) the issuance of Emergency Orders 2018-02 and 2018-03, prohibiting driving or parking of vehicles on the beaches and dunes and prohibiting the traversing of the dunes and emergency protective berm by pedestrians and equestrian riders except at designated access points; and

WHEREAS, in culmination of these extraordinary efforts, the County is now endeavoring to build the largest and most significant public works project in its history, a multi-agency storm damage reduction project to renourish the dunes immediately adjacent to State Road A1A within the City of Flagler Beach; and

WHEREAS, in order to validate the use of public resources to make emergency dune repairs and to construct beach access points, as well as to guarantee the public's right to access and utilize the beaches of the County, the Board of County Commissioners passed an ordinance in June 2018 recognizing the customary use of the beaches of the entire county by the public; and

WHEREAS, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers as needed; and

WHEREAS, the County is pursuing eminent domain proceedings for certain dune remnant parcels and is exploring other emergency measures to fill gaps in the dunes that, if not renourished, will allow storm surge events to jeopardize State Road A1A, a critical evacuation route, and to damage coastal neighborhoods; and

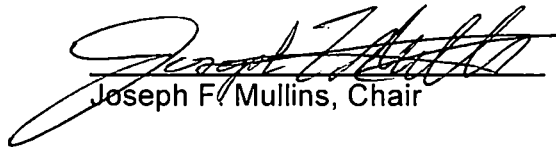
WHEREAS, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

NOW THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

1. The state of local emergency declared on October 4, 2016, extended by emergency proclamations every seventh day thereafter and duly ratified by the Board of County Commissioners, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.
2. All emergency powers authorized by the Proclamation of October 4, 2016, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 22nd day of February, 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



Joseph F. Mullins, Chair

CONCURRENCE:



Heidi Petito
County Administrator

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.01.11 16:00:04 -05'00'

Sean S. Moylan
Assistant County Attorney



Jonathan Lord
Emergency Management Director

**FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)**

March 1, 2022

WHEREAS, on October 4, 2016, in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida, with the concurrence of the County's Emergency Management Director, the Sheriff, and the County Administrator, issued a Proclamation declaring a state of local emergency, dated October 4, 2016, recorded in the Official Records of Flagler County at Book 2161, Page 1453; and

WHEREAS, Hurricane Matthew passed along the County's coastline on October 7, 2016, severely damaging the entire dune system of the County, flooding hundreds of homes through dune breaches and destroying public infrastructure and other public and private property along the coastline; and

WHEREAS, Hurricane Matthew exposed the entire beachfront of Flagler County to a critical risk of further damage and had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, exacerbating the vulnerability of adjoining homes and businesses; and

WHEREAS, on October 11, 2016, and every seventh day thereafter to the present, based on the further recommendation of the County Administrator and the Emergency Management Director, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods in accordance with law; and

WHEREAS, the Board of County Commissioners ratified each of the Proclamations declaring and extending the local state of emergency by unanimous votes at public meetings; and

WHEREAS, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further scarping the already badly damaged dune system of the county, flooding hundreds of homes, and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes, and scarping, and causing approximately \$3.7 million in damage to the dune system of Flagler County; and

WHEREAS, as a result of Hurricane Matthew compounded with subsequent weather events, the County engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast, including:

- i.) the installation of a seawall in Painters Hill to prevent the collapse of homes onto the beach;
- ii.) the construction and vegetating of an emergency protective berm along 12 miles of the dunes in unincorporated Flagler County and in the incorporated communities of Marineland and Beverly Beach;
- iii.) the repair of dune crossovers and the installation of specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic;
- iv.) the issuance of Emergency Orders 2018-02 and 2018-03, prohibiting driving or parking of vehicles on the beaches and dunes and prohibiting the traversing of the dunes and emergency protective berm by pedestrians and equestrian riders except at designated access points; and

WHEREAS, in culmination of these extraordinary efforts, the County is now endeavoring to build the largest and most significant public works project in its history, a multi-agency storm damage reduction project to renourish the dunes immediately adjacent to State Road A1A within the City of Flagler Beach; and

WHEREAS, in order to validate the use of public resources to make emergency dune repairs and to construct beach access points, as well as to guarantee the public's right to access and utilize the beaches of the County, the Board of County Commissioners passed an ordinance in June 2018 recognizing the customary use of the beaches of the entire county by the public; and

WHEREAS, the need to facilitate procurement for these and other recovery efforts is urgent due to the risk of future hurricanes, and accordingly, the County has adopted an expedited procurement process under its emergency powers as needed; and

WHEREAS, the County is pursuing eminent domain proceedings for certain dune remnant parcels and is exploring other emergency measures to fill gaps in the dunes that, if not renourished, will allow storm surge events to jeopardize State Road A1A, a critical evacuation route, and to damage coastal neighborhoods; and

WHEREAS, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with adjacent property owners and municipalities—all with the goal of mitigating future losses.

NOW THEREFORE, in accordance with the emergency power vested in the County pursuant to Chapter 252, Florida Statutes, and Section 12-34 of the Flagler County Code of Ordinances, Flagler County hereby proclaims that:

1. The state of local emergency declared on October 4, 2016, extended by emergency proclamations every seventh day thereafter and duly ratified by the Board of County Commissioners, is hereby extended for an additional 7 days from the effective date of this Proclamation, unless terminated or modified earlier or extended in accordance with law.
2. All emergency powers authorized by the Proclamation of October 4, 2016, declaring a state of local emergency, and extended every seventh day thereafter are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 1st day of March, 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



Joseph F. Mullins, Chair

CONCURRENCE:



Heidi Petito
County Administrator



Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.02.22 11:39:36 -05'00'

Sean S. Moylan
Assistant County Attorney

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

SUBJECT: Request the Board Amend the FY 22-26 Capital Improvement Plan (CIP), Adding the Replacement of Damaged and Worn Flooring in the Emergency Operations Center to be Completed in FY22.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: The Emergency Operations Center, specifically the Operations, Planning, Conference and rooms 129,133,134,147,148, and 149 have extreme damage and wear to the carpet and flooring. A grant opportunity presented itself to the Emergency Operations staff to renovate this flooring and it was approved. Materials will be provided by Shaw Industries, Inc. and installation is being performed by Teal Tile & Carpet.

FUNDING INFORMATION: This will have no effect on revenues or expenses as the project is fully funded through Florida Division of Emergency Management, Emergency Management Performance & Assistance (EMPA) grant.

Funding in the amount of \$34,857.66 is available within the Emergency Management operating budget in account #128-8613-525.xx-xx which is fully funded through the Florida Division of Emergency Management, Emergency Management Performance & Assistance (EMPA) grant.

DEPARTMENT CONTACT: Michael Dickson, General Services Director, (386) 313-4191
Jonathan Lord, Emergency Management Director, (386) 313-4240

RECOMMENDATION: Request the Board amend the FY 22-26 CIP to include the replacement of worn flooring in the Emergency Operation Center in FY22, at a grant-funded cost of \$34,857.66.

ATTACHMENTS:

1. Request for Purchase Order Form
2. Shaw Industries, Inc. Proposal #160646
3. Shaw Industries, Inc. Proposal #160648
4. Amended FY 22-26 CIP



Flagler County Purchasing Request for Purchase Order Form

Reason: Replace damaged and worn flooring

Submitted By: Jonathan Lord

Dept/Div: Emergency Management

Vendor #: 8562

Vendor Name: SHAW INDUSTRIES

Quantity	Description	Account #	Project #	Amount
1	EOC Carpet Materials and Installation	128-8613-525.46-10		\$24,355.24
	Pursuant to attached Proposal # 160646			
	Pursuant to State Contract 30161700-20-ACS			
1	EOC Carpet Materials and Installation	128-8613-525.46-10		\$10,502.42
	Pursuant to attached Proposal # 160648			
	Pursuant to State Contract 30161700-20-ACS			
	Commodity 360/010			
		Total		\$34,857.66

Reminder: Adequate back-up must be submitted with this form

\$1,000 - \$4,999.99 One (1) written quote

\$5,000 - \$24,999.99 Two (2) written quotes

\$25,000 - \$49,999.99 Three (3) written quotes

Mail Drop - 999 P O Box 208408
Dallas, TX 75320-8408



A Berkshire Hathaway Company

Proposal Submitted To Flagler County BOCC		Attention Matt Bleosoe		Phone () -		Fax () -		Date 02/01/22	
Proposal Name Flagler Cnty EOC Rms: Planning, Operations,& Conf				Job Name (STFLS)Planning, Operations,& Conference				Job # 142650	
Street 3100 South Oceanshore Blvd				Job Street 1769 E Moody Blvd				Proposal ID 160646	
City, State and Zip Flagler Beach, FL 32136		Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Bunnell, FL 32110--635		Customer Job # None	Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Construct	03505/Typeset	336.00	SY	\$26.34	\$8,850.24
N5000 Pressure Sensitive Adhesive		4.00	Each	\$86.33	\$345.32
Furniture Lift and Carpet Removal		334.00	SY	\$22.00	\$7,348.00
Carpet Disposal		334.00	SY	\$1.21	\$404.14
Skim Coat		3,004.00	SF	\$1.25	\$3,755.00
Carpet Tile Installation		335.00	SY	\$6.85	\$2,295.51
Open Market - Furnish Base		334.00	LF	\$1.00	\$334.00
Install Base		334.00	LF	\$1.21	\$404.14
Open Market - Furnish Transitions		12.00	LF	\$1.43	\$17.16
Install Transitions		12.00	LF	\$1.05	\$12.60
Freight		1.00	Each	\$589.13	\$589.13
Base Bid Total:					\$24,355.24

Proposal Inclusions and Exclusions:

- Sourcewell Contract# 080819-SII
- 30161700-20-ACS
- Local Contact: Cindy Kampfe Installer: Teal Tile & Carpet
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products.
- Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- Proposal does not include removal of any materials containing asbestos.
- All pricing is based on work being completed during normal working hours.
- Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped. Crystal Zachery.
- SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222

Mail Drop - 999 P O Box 208408
Dallas, TX 75320-8408
Proposal ID: 160646



Phone: () -
Fax: () -

A Berkshire Hathaway Company

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Shelli Warren

Shelli Warren

\$24,355.24

Email: shelli.warren@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.**

Customer: Flagler County BOCC

Signed: _____

Date: _____

Mail Drop - 999 P O Box 208408
 Dallas, TX 75320-8408



A Berkshire Hathaway Company

Proposal Submitted To Flagler County BOCC		Attention Matt Bleosoe		Phone () -		Fax () -		Date 02/01/22	
Proposal Name Flagler Cnty EOC Rms 129,133,134,147,148,149				Job Name (STFLS)Rms 129,133,134,147,148,149				Job # 142652	
Street 3100 South Oceanshore Blvd				Job Street 1769 E Moody Blvd				Proposal ID 160648	
City, State and Zip Flagler Beach, FL 32136		Architect Sourcewell FL	Date of Plans	Add #	Job City, State and Zip Bunnell, FL 32110--635		Customer Job # None	Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Construct	03505/Typeset	138.67	SY	\$26.34	\$3,652.57
N5000 Pressure Sensitive Adhesive		2.00	Each	\$86.33	\$172.66
Furniture Lift and Carpet Removal		133.00	SY	\$22.00	\$2,926.00
Carpet Disposal		133.00	SY	\$1.21	\$160.93
Skim Coat		1,198.00	SF	\$1.25	\$1,497.50
Carpet Tile Installation		138.00	SY	\$6.85	\$945.61
Open Market - Furnish Base		408.00	LF	\$1.00	\$408.00
Install Base		408.00	LF	\$1.21	\$493.68
Freight		1.00	Each	\$245.47	\$245.47
Base Bid Total:					\$10,502.42

Proposal Inclusions and Exclusions:

- Sourcewell Contract# 080819-SII
- 30161700-20-ACS
- Local Contact: Cindy Kampfe Installer: Teal Tile & Carpet
- Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
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- Please fax your Purchase Order to Shaw Integrated Solutions at fax # 706-428-3293 to initiate the order process. A purchase order is required before materials can be shipped. Crystal Zachery.
- SII License Numbers: AL 50787, AK 40319, AZ ROC300955/ROC300956, CA 1007317, ID RCE-39577/022829-AA-4, MT 216017, NV 0080544/0080545/0080546/0080547, NC 75663, NM 385848, ND 53106, NY 58-2240471C, OR 205839, RI 38919, TN 69109, UT 9531877-5501, VA 2705157974, WA SHAWIII853DO, WV WV054222

Mail Drop - 999 P O Box 208408
Dallas, TX 75320-8408
Proposal ID: 160648



Phone: () -
Fax: () -

A Berkshire Hathaway Company

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Shelli Warren

Shelli Warren

\$10,502.42

Email: shelli.warren@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 2% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Industries Group, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
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4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.

**ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.**

Customer: Flagler County BOCC

Signed: _____

Date: _____

Amended Capital Improvement Program FY 22-26
Anticipated Maintenance & New Construction Projects (including bonded projects)

Capital Preservation Projects			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	HVAC Replacement - Various Facilities	General Fund	120,000		70,000	69,700	66,000	75,000	400,700
2	Roof Replacement - Justice Center	General Fund	479,000						479,000
3	GTMNERR Vinyl Siding replacement	General Fund	23,000						23,000
4	Carver Center Painting Exterior	General Fund	20,000						20,000
5	Hidden Trails Fencing	General Fund	13,000						13,000
6	Roof Replacement - Wadsworth Park Pavilion #1	General Fund			8,600				8,600
7	Roof Replacement - Fire Station #41	General Fund			36,400				36,400
8	Roof Replacement - Palm Coast Library	General Fund				311,750			311,750
9	Roof Replacement - Bing's Landing Dig Site Pavilion	General Fund					48,100		48,100
10	Roof Replacement - Various Facilities	General Fund			55,000		251,900	100,000	406,900
11	GSB Carpet Flooring 3rd Floor	General Fund			135,000				135,000
12	Justice Center Flooring 4th Floor	General Fund			120,000				120,000
13	Recreation Area Sand Blasting/Painting	General Fund			75,000				75,000
14	Palm Coast Library Driveway and Parking	General Fund			435,000				435,000
15	Carver Center Painting Interior	General Fund				20,000			20,000
16	GSB Carpet Flooring 2nd Floor	General Fund				120,000			120,000
17	Justice Center Flooring 3rd Floor	General Fund				95,000			95,000
18	Recreation Area Painting	General Fund				33,300			33,300
19	FCSO Inmate Facility Painting	General Fund				30,000			30,000
20	Hidden Trails Park - Shade Structure	General Fund				15,000			15,000
21	Princess Place - Pool Preservation	General Fund				200,000			200,000
22	Princess Place - Legacy Island bridge/walkway	General Fund				15,000			15,000
23	Hawcreek Community Center Flooring	General Fund				17,000			17,000
24	Social Services David Siegel Center Int/Ext Painting	General Fund					14,000		14,000
25	GSB Carpet Flooring 1st Floor	General Fund						195,000	195,000
26	Justice Center Flooring 2nd Floor	General Fund						160,000	160,000
27	Justice Center Flooring 1st Floor	General Fund						110,000	110,000
28	Gvmnt Complex Re-Stripe Roadway & Parking Lots	General Fund						40,000	40,000
	Subtotal		\$ 655,000	\$ -	\$ 935,000	\$ 926,750	\$ 380,000	\$ 680,000	\$ 3,576,750

Amended Capital Improvement Program FY 22-26
Anticipated Maintenance & New Construction Projects (including bonded projects)

New Construction Projects			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	Library & Public Health Mitigation/Prevention Center	General Fund/Passport	6,000,000						6,000,000
2	Westside Fire Station #51 with FSCO Substation	General Fund	4,100,000		400,000				4,500,000
3	Hammock Comm. Center - Pickleball Courts	G.F. (split funded)	175,000						175,000
4	Wadsworth Re-Align Electrical Service	General Fund	25,000						25,000
Subtotal			\$ 10,300,000	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ 10,700,000

Technology Projects			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	Board Chambers Overhaul	General Fund	50,000						50,000
2	EOC UPS Replacement	General Fund	50,000						50,000
3	Jail - Replace Management and Camera System	General Fund	250,000		250,000				500,000
4	Library - Replace Book Security/Theft System	General Fund			25,000				25,000
5	Library - Replace Self-Check Kiosk	General Fund			5,000				5,000
6	County-wide - Camera and Access Control Upgrades	General Fund			35,000	35,000	35,000	35,000	140,000
7	County-wide - Replace Servers, Storage, and O/S	General Fund					250,000		250,000
8	County-wide - Replace Backup System	General Fund						125,000	125,000
9	Library - Migrate to new ILS	General Fund						85,000	85,000
10	EOC Ops Overhaul	General Fund						75,000	75,000
Subtotal			\$ 350,000	\$ -	\$ 315,000	\$ 35,000	\$ 285,000	\$ 320,000	\$ 1,305,000

County Fuel Tax Transportation Projects Fund 112			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	Armand Beach Drive Roadway Improvements Design	FDOT/Gas Tax	115,000	19,265					134,265
2	Seascape Drive Design	FDOT/Gas Tax	72,500						72,500
3	East Daytona North Roadway Improv. PH II Design	FDOT/Gas Tax	180,000						180,000
4	Design of CR 90 Paving	Gas Tax		121,415					121,415
Subtotal			\$ 367,500	\$ 140,680	\$ -	\$ -	\$ -	\$ -	\$ 508,180

**Amended Capital Improvement Program FY 22-26
Anticipated Maintenance & New Construction Projects (including bonded projects)**

Other Funded Projects			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	Graham Swamp -Construct Restroom & Improve Parking	Rental Revenue	120,000						120,000
2	Herschel King Boat Ramp Improvements	Vessel Registration	80,000						80,000
3	EOC - Flooring Replacement	EMPA Grant		34,858					34,858
Subtotal			\$ 200,000	\$ 34,858	\$ -	\$ -	\$ -	\$ -	\$ 234,858

Impact Fee Projects			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	Hammock CC - Pickleball Court Lighting	Impact Fees	20,000						20,000
2	Wadsworth Park - Racquetball Court Lighting	Impact Fees	10,000						10,000
3	Hammock Comm. Center - Pickleball Courts	Impact Fees (split fund)	125,000						125,000
Subtotal			\$ 155,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,000

State Court Technology Projects Fund 194			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	JC Leibert Unit	Court Innov.-Tech	80,000	10,000					90,000
2	JC UPS Replacement	Court Innov.-Tech	38,000	22,000					60,000
3	Justice Center - Upgrade Switches	Court Innov.-Tech			30,000				30,000
Subtotal			\$ 118,000	\$ 32,000	\$ 30,000	\$ -	\$ -	\$ -	\$ 180,000

1/2 Cent Discretionary Sales Tax Projects Fund 311			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	FCSO Purchasing/Storage Building	1/2 Cent Sales Tax	-	1,300,000					1,300,000
Subtotal			\$ -	\$ 1,300,000	\$ -	\$ -	\$ -	\$ -	\$ 1,300,000

Airport Projects Fund 401			Adopted	Amended					Project
Priority	Project Name/Description	Funding Source	FY 2022	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Total
1	Air Traffic Control Tower Equipment	FDOT	-	70,304					70,304
Subtotal			\$ -	\$ 70,304	\$ -	\$ -	\$ -	\$ -	\$ 70,304

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

SUBJECT: Consideration of Invitation to Bid (ITB) Award 22-013B for Aggregates and Road Base Materials to Environmental Land Services of Flagler County, Inc. and Green Dream International.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the Daytona News Journal as well as publicly broadcast on www.myvendorlink.com. ITB 22-013B requested bids from vendors to provide aggregates and other road base materials to Flagler County.

On January 12, 2022, the County received two (2) responses as detailed on the attached tabulation sheet. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid document and recommends award to both Environmental Land Services of Flagler County, Inc. and Green Dream International.

The term of this contract will be one (1) year with the option of four (4) additional one (1) year renewals if mutually agreed on by both parties at least thirty (3) days before contract expiration.

The total amount of the bid award is estimated not to exceed \$200,000.00 annually for necessary day to day operations. Expenditures relating to Capital Projects may exceed this annual amount and will be approved as part of the specific project budget.

FUNDING INFORMATION: Funding will be identified on each purchase order issued and/or project.

DEPARTMENT CONTACT: Purchasing, Holly Durrance (386) 313-4063
Road and Bridge, Ryan Prevatt (386) 313-4136

RECOMMENDATIONS: Request the Board approve Bid Award 22-013B to Environmental Land Services of Flagler County, Inc. and Green Dream International for a period of one (1) year with the option of four (4) additional renewals if mutually agreed on by both parties at least thirty (30) days before contract expiration

ATTACHMENTS:
1. Bid Tabulation

All prices below are listed as TON (TN) unless otherwise notated

ITEM	DESCRIPTION	RESPONSE 1					RESPONSE 2				
		ELS					Green Dream International				
		PICK UP	Zone 1	Zone 2	Zone 3	Zone 4	PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
1	FDOT Spec 911 Base and Stabilized Base Material - Shell Rock	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
2	FDOT Spec 911 Base and Stabilized Base Material - Limerock	NO BID	NO BID	NO BID	NO BID	NO BID	\$11.45	\$38.20	\$39.20	\$38.20	\$39.20
3	FDOT Spec 911 Base and Stabilized Base Material - Recycled Concrete Aggregate (RCA)	\$18.00	NO BID	NO BID	NO BID	NO BID	\$19.26	\$27.82	\$28.82	\$27.82	\$28.82
4	Recycled Asphalt Product/Millings (RAP)	\$18.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5	Non-FDOT Certified Shell/Shell-Sand mix material - Red Shell	21.00/CY	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

ITEM		RESPONSE 1				
		ELS				
		PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
6	Non-FDOT Certified Shell/Shell-Sand mix material - White Shell	21.00/CY	NO BID	NO BID	NO BID	NO BID
7	#4 FDOT Coarse Aggregate	NO BID	NO BID	NO BID	NO BID	NO BID
8	#7 FDOT Coarse Aggregate	NO BID	NO BID	NO BID	NO BID	NO BID
9	#57 FDOT Coarse Aggregate	\$25.00	NO BID	NO BID	NO BID	NO BID
10	#67 FDOT Coarse Aggregate	NO BID	NO BID	NO BID	NO BID	NO BID
11	#78 FDOT Coarse Aggregate	NO BID	NO BID	NO BID	NO BID	NO BID

RESPONSE 2				
Green Dream International				
PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
NO BID	NO BID	NO BID	NO BID	NO BID
\$35.90	\$55.43	\$56.43	\$55.43	\$56.43
\$39.11	\$59.44	\$60.44	\$59.44	\$60.44
\$28.89	\$48.15	\$49.15	\$48.15	\$49.15
\$35.90	\$55.43	\$56.43	\$55.43	\$56.43
\$28.89	\$48.15	\$49.15	\$48.15	\$49.15

ITEM		RESPONSE 1				
		ELS				
		PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
12	FDOT Spec 530 Bedding Stone	NO BID	NO BID	NO BID	NO BID	NO BID
13	FDOT Spec 530 Rubble (Bank & Shore Protection)	NO BID	NO BID	NO BID	NO BID	NO BID
14	FDOT Spec 530 Rubble (Ditch Lining)	NO BID	NO BID	NO BID	NO BID	NO BID
15	FDOT Spec 911 Base and Stabilized Base Material	NO BID	NO BID	NO BID	NO BID	NO BID
15.a	Limerock	18.00/CY	NO BID	NO BID	NO BID	NO BID
15.b	Shell	NO BID	NO BID	NO BID	NO BID	NO BID

RESPONSE 2				
Green Dream International				
PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
\$58.85	\$78.11	\$79.11	\$78.11	\$79.11
\$60.99	\$80.25	\$81.25	\$80.25	\$81.25
\$58.85	\$78.11	\$79.11	\$78.11	\$79.11
\$26.75	\$47.08	\$48.08	\$47.08	\$48.08
\$11.45	\$28.20	\$29.20	\$28.20	\$29.20
NO BID	NO BID	NO BID	NO BID	NO BID

ITEM	DESCRIPTION	RESPONSE 1				
		ELS				
		PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
15.c	Shell-Rock	NO BID	NO BID	NO BID	NO BID	NO BID
15.d	Cemented Coquina Shell	NO BID	NO BID	NO BID	NO BID	NO BID
15.e	Recycled Concrete Aggregate (RCA)	\$15.50	\$ 19.50	\$ 19.50	\$ 19.50	\$ 19.50
16	FDOT Granite Fines/Screenings	NO BID	NO BID	NO BID	NO BID	NO BID
17	FDOT Limestone Fines/Screenings	NO BID	NO BID	NO BID	NO BID	NO BID
18	Drain Field or Storm Water Drainage Rock, 1-1/2" to 1-3/4"	NO BID	NO BID	NO BID	NO BID	NO BID

RESPONSE 2				
Green Dream International				
PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
NO BID	NO BID	NO BID	NO BID	NO BID
NO BID	NO BID	NO BID	NO BID	NO BID
\$19.26	\$27.82	\$28.72	\$27.82	\$28.72
\$35.85	\$56.18	\$57.18	\$56.18	\$57.18
NO BID	NO BID	NO BID	NO BID	NO BID
\$39.11	\$65.86	\$66.86	\$65.86	\$66.86

ITEM		RESPONSE 1					RESPONSE 2				
		ELS					Green Dream International				
		PICK UP	Zone 1	Zone 2	Zone 3	Zone 4	PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
19	ASTM #8 Pea Gravel 3/8"	NO BID	NO BID	NO BID	NO BID	NO BID	\$28.89	\$48.15	\$49.15	\$48.15	\$49.15
20	ASTM #4 Pea Rock 3/4"	NO BID	NO BID	NO BID	NO BID	NO BID	\$39.11	\$65.86	\$66.86	\$65.86	\$66.86
21	Recycled Asphalt Product/Millings (RAP)	15.00/CY	NO BID	NO BID	NO BID	NO BID	19.26/TON	\$27.82	\$28.82	\$27.82	\$28.72
22	Regular Concrete Sand	NO BID	NO BID	NO BID	NO BID	NO BID	\$19.26	\$35.31	\$36.31	\$35.31	\$36.31
23	Non-FDOT Certified Shell/Shell-Sand mix										
23.a	Red	18.00/CY	\$ 23.50	\$ 23.50	\$ 24.00	\$ 24.00	NO BID	NO BID	NO BID	NO BID	NO BID

		RESPONSE 1				
ITEM	DESCRIPTION	ELS				
		PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
23.b	White	18.00/CY	\$ 23.50	\$ 23.50	\$ 24.00	\$ 24.00

RESPONSE 2				
Green Dream International				
PICK UP	Zone 1	Zone 2	Zone 3	Zone 4
NO BID	NO BID	NO BID	NO BID	NO BID

24	<u>Additional Items:</u> Percentage (%) Discount applied to published purchase price for available additional related materials	
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**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7d**

SUBJECT: Consideration of the Final Ranking and Authorization to Negotiate Request for Statement of Qualifications #22-007Q, Architectural & Engineering Services for Design of New Fire Stations.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: A Request for Statement of Qualifications (RSQ) was advertised in the *Daytona News Journal* as well as publicly broadcast on www.myvendorlink.com. The purpose for this RSQ was to solicit competitive sealed proposals from qualified Professional Architectural/Engineering firms to provide analysis, design, cost estimating, post design support, and other related services for the construction of future fire stations within Flagler County.

On January 5, 2022, the County received twelve (12) responses as detailed on the attached tabulation sheet. The initial evaluation committee meeting was held on January 21, 2022, to rank and shortlist the proposals. As a result of the initial rankings, presentations were requested with the top seven (7) ranked firms, followed by an evaluation committee meeting for final ranking.

Staff now recommends entering into negotiations with Schenkel-Schultz, Inc., who demonstrated the highest qualifications and capabilities required for this project. Negotiations will establish a scope of work, schedule and associated fees, with the intent to award a contract. If negotiations with the top ranked firm should fail, staff would formally terminate negotiations and begin negotiations with the second ranked firm, respectively. Staff will bring the contract to the Board at a subsequent meeting for approval.

FUNDING INFORMATION: Funding in the amount of \$4,100,000 was included in the FY 21-22 Adopted Budget for the design and construction of a new fire station.

DEPARTMENT CONTACT: Holly Durrance, Purchasing Manager (386) 313-4063
Michael Tucker, Fire Chief (386) 313-4255

RECOMMENDATION: Request the Board consider the final ranking of Request for Statement of Qualifications #20-007Q, Architectural & Engineering Services for Design of New Fire Stations, authorize staff to negotiate a contract with the top ranked firm and, if necessary, to negotiate a contract with the second ranked firm.

ATTACHMENTS:

1. RSQ Tabulation
2. Initial Committee Ranking
3. Final Committee Ranking



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS RSQ Tabulation

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

RSQ NUMBER: 22-007Q
RSQ TITLE: Architectural & Engineering Services for new Fire Stations
OPENING DATE/TIME: Wednesday, January 5, 2022 at 2:00pm

Response 1	Response 2	Response 3
BRAME HECK ARCHITECTS, INC. 606 Northeast First Street Gainesville, FL 32601	TSARK ARCHITECTURE, LLC. 1990 W. New Haven Ave. Ste. 306 Melbourne, FL 32904	CARBON DESIGN & ARCHITECTURE 263 13th Avenue South Ste. 375 St. Petersburg, FL 33701

Response 4	Response 5	Response 6
BENTLEY ARCHITECTS & ENGINEERS, INC. 651 West Warren Avenue, Ste. 200 Longwood, FL 32750	WANNEMACHER JENSEN 132 Mirror Lake Drive N Unit 301 Saint Petersburg, FL 33701	ARCHITECTS RZK, INC. 600 Florida Avenue, Ste. 201 Cocoa, FL 32922

Response 7	Response 8	Response 9
SCHENKEL & SHULTZ, INC. 200 E. Robinson Street, Ste. 300 Orlando, FL 32801	BERGMANN 8375 Dix Ellis Trail Bldg. 600, Ste. 105 Jacksonville, FL 32256	PQH GROUP 4141 Southpoint Drive East Ste. 200 Jacksonville, FL 32216

Response 10	Response 11	Response 12
THE LUNZ GROUP 615 Celebration Avenue Celebration, FL 34747	JL GONAZALEZ DEVELOPMENT GROUP, LLC. 241 Ruby Avenue, Units 203 & 212 Kissimmee, FL 34741	GATOR SKTCH 1000 E. HIGHWAY 50 STE. 201A CLERMONT, FL 34711



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Selection Committee Ranking
22-007Q Architecture & Engineering Services for Design of new Fire Stations

Meeting Time, Date, and Location
 Friday, January 21, 2022 at 1:30pm
 ZOOM

	Firms	Committee Members					Score	Rank
		Bradd Clark	Chief Forte	Chief Tucker	Lenny Ensalaco	Percy Sayles		
1	Architects RZK 600 Florida Ave, Suite 201 Cocoa, FL 32922	67	90	73	85	90	405	7
2	Bentley Architects & Engineers 651 W Warren Ave, Suite 200 Longwood, FL 32750	85	90	61	73	85	394	8
3	Bergmann Architects 8375 Dix Ellis Trail Building 600, Suite 105 Jacksonville, FL 32256	70	94	78	80	90	412	5
4	Brame Heck Architects 606 NE 1st Street Gainesville, FL 32601	36.75	76	53	45	40	250.75	10
5	Carbon Design & Architecture 263 13th Ave S Suite 375 St. Petersburg, FL 33701	20	68	60	55	25	228	11
6	GatorSkitch 1000 FL-50 #201a Clermont, FL 34711	65	81	97	65	55	363	9
7	JL Gonzalez Development Group 241 Ruby Ave Office, 203 Kissimmee, FL 34741	10.5	73	15.75	30	10	139.25	12
8	PQH Group 4141 Southpoint Dr E # 200 Jacksonville, FL 32216	89.25	93	84	98	100	464.25	1
9	Schenkel Shultz 200 E Robinson St UNIT 300 Orlando, FL 32801	90	94	90	90	95	459	2
10	The Lunz Group 58 Lake Morton Dr Lakeland, FL 33801	84	86	93	90	95	448	3
11	Tsark Architecture 1990 W New Haven Ave #306 Melbourne, FL 32904	83	92	78.75	85	70	408.75	6
12	WJ Architects 132 Mirror Lake Dr N Unit 301 St. Petersburg, FL 33701	98	81	73	80	100	432	4

Short List

1	PQH Group
2	Schenkel Shultz
3	The Lunz Group
4	WJ Architects
5	Bergmann Architects
6	Tsark Architecture
7	Architects RZK

Holly Durrance  Digitally signed by Holly Durrance
 Date: 2022.01.21 14:51:45 -05'00'

Holly Durrance, Purchasing Manager



FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS Selection Committee Ranking

22-007Q Architecture & Engineering Services for Design of new Fire Stations

Meeting Time, Date, and Location
Tuesday, February 8, 2022 at 4:30pm
ZOOM

	Firms	Committee Members					Score	Rank
		Bradd Clark	Lenny Ensalaco	Gerald Forte	Percy Sayles	Michael Tucker		
1	PQH Group 4141 Southpoint Dr E # 200 Jacksonville, FL 32216	90	90	89	75	100	444	2
2	Schenkel Shultz 200 E Robinson St UNIT 300 Orlando, FL 32801	95	85	96	95	90	461	1
3	The Lunz Group 58 Lake Morton Dr Lakeland, FL 33801	76	85	80	69	90	400	4
4	WJ Architects 132 Mirror Lake Dr N Unit 301 St. Petersburg, FL 33701	85	80	84	90	87	426	3
5	Bergmann Architects 8375 Dix Ellis Trail Building 600, Suite 105 Jacksonville, FL 32256	78	80	82	80	80	400	4
6	Tsark Architecture 1990 W New Haven Ave #306 Melbourne, FL 32904	75	75	78	60	60	348	7
7	Architects RZK 600 Florida Ave, Suite 201 Cocoa, FL 32922	75	70	85	70	70	370	6

Holly Durrance

Digitally signed by Holly
Durrance
Date: 2022.02.22 09:39:31 -05'00'

Holly Durrance, *Purchasing Manager*

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

SUBJECT: Consideration of an Application for Federal Transportation Grant 5307.

DATE OF MEETING: February 21, 2022

OVERVIEW/SUMMARY: Staff is seeking approval to apply for Federal Grant 5307 The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes Federal resources available to urbanized areas and to Governors for transit capital and operating assistance and for transportation related planning in urbanized areas. An urbanized area is a Census-designated area with a population of 50,000 or more as determined by the U.S. Department of Commerce, Bureau of the Census.

Eligible activities include: planning, engineering, design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement, overhaul and rebuilding of buses, crime prevention and security equipment and construction of maintenance and passenger facilities; and capital investments in new and existing fixed guideway systems including rolling stock, overhaul and rebuilding of vehicles, track, signals, communications, and computer hardware and software. In addition, associated transit improvements and certain expenses associated with mobility management programs are eligible under the program. All preventive maintenance and some Americans with Disabilities Act complementary paratransit service costs are considered capital costs. For urbanized areas with populations less than 200,000, operating assistance is an eligible expense as well.

For capital expenditures, the Federal cost share may not exceed 80% of the project cost. For vehicle related expenditures, the Federal cost share may not exceed 90%. For operating expenditures, the Federal cost share may not exceed 50%.

FUNDING INFORMATION: No funding is required at this time for the approval to apply for this grant. Once awarded, staff will return before the board to accept and appropriate the award and provide details regarding the plan for expending these grant funds along with any required matching funds.

DEPARTMENT CONTACT: Mike Dickson, General Services Director (386) 313-4191
Wanda Pittman, Transportation Manager (386) 313-4189
Trevor Martin, Financial Management Coordinator (386) 313-4133

RECOMMENDATION: Request the Board authorize the County Administrator or designee to apply for Federal Transportation Grant 5307.

ATTACHMENTS:
N/A

RESOLUTION 2022 - ____**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION FOR TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53; TITLE 23 U.S.C., OR OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.**

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, a grant or cooperative agreement for federal financial assistance, if awarded, will impose certain obligations upon the County, and may require the County to provide the local share of the respective projects' cost; and

WHEREAS, the County has or will provide all annual certifications and assurances to the Federal Transit Administration required for the respective projects; and

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

1. That the County Administrator is authorized to execute and file an application for federal assistance on behalf of the Flagler County Board of County Commissioners with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53; Title 23, United States Code; or other federal statutes authorizing a project administered by the Federal Transit Administration. This authorization includes the authority to request Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, as a designated recipient as defined by 49 U.S.C. 5307(a)(2).
2. That the County Administrator is authorized to execute and file with the County's applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the County Administrator is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the Flagler County Board of County Commissioners

RESOLVED AND ADOPTED this 7th day of March 2022 by the Flagler County Board of County Commissioners.

Joseph F. Mullins, Chair

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.03.01 11:57:02 -05'00'
Sean S. Moylan, Assistant County Attorney

CERTIFICATION

The undersigned duly qualified Clerk of the Circuit Court and Comptroller, acting on behalf of the Flagler County Board of County Commissioners, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Flagler County Board of County Commissioners held on March 7, 2022.

Tom Bexley, Clerk of the Circuit Court and
Comptroller

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

SUBJECT: Consideration to Transfer Funds from Reserves from the Environmental Sensitive Lands Fund 119 for PFM and Bank Analysis Fees in the Amount of \$2,000.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: Staff is seeking approval to transfer funds from ESL Fund 119 Reserves in the amount of \$2,000 for PFM Fees (Public Financial Management) and Bank Analysis Fees. After payment of appraisals and title insurance for environmentally sensitive lands, funds will be needed to cover reoccurring monthly and quarterly expenditures of the fund.

FUNDING INFORMATION: Funding in the amount of \$2,000 will be transferred from ESL Fund 119 Reserves to 119-6200-537.31-10 with approval of Budget Transfer 22-116.

DEPARTMENT CONTACT: Michael Lagasse, Public Land/Natural Resource Mgr (386) 313-4064
John Brower, Financial Services Director (386) 313-4036

RECOMMENDATIONS: Request the Board approve Budget Transfer 22-116.

ATTACHMENTS:

1. BTR 22-116

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

BTR 22 - 116

DATE: 02/27/22

PREPARED BY: BE

FUND: ESL 2008 Referendum

DEPARTMENT / DIVISION: Reserves

PAGE 1 OF 1

Amanda Gilbert
Digitally signed by Amanda Gilbert
Date: 2022.02.28 08:11:09 -05'00'

EXPLANATION: Transfer funds from Reserves for additional PFM and Bank Analysis Fees.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	119	5000	587	9811		2,000		5,373,070	5,371,070	Designated for Future Use
2	119	6200	537	3110			2,000	7,600	9,600	Professional Services
3									-	
4									-	
5									-	
6									-	
7									-	
8									-	
9									-	
TOTAL						\$2,000	\$2,000	\$5,380,670	\$5,380,670	

Financial Service Director's APPROVAL E. John Brower
Digitally signed by E. John Brower
Date: 2022.02.28 09:03:50 -05'00'

DATE: _____

Administrator's APPROVAL _____

DATE: _____

Board Action @ Meeting APPROVAL _____

POSTED BY: _____

DATE POSTED: _____

CC: _____

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

SUBJECT: Consideration to Transfer Funds from General Fund Reserves for the remaining balance of the Tyler Munis Financial Solutions Project in the amount of \$90,000.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: At the September 20, 2021 regular meeting, the Board approved \$600,000 for costs related to the Tyler ERP Financial Solutions Project.

At the November 15, 2021 regular meeting, a Public Hearing was held. At that public hearing, funding in the amount of \$500,000 was rolled with a Tyler Technologies Purchase Order. In error, only an additional \$10,000 was rolled for the contingency and third-party contractor. Staff is seeking approval to transfer the remaining balance of the contingency and third-party contractor funds from General Fund Reserves in the amount of \$90,000.

FUNDING INFORMATION: Funding in the amount of \$90,000 will be transferred from General Fund Reserves with approval of Budget Transfer 22-117.

DEPARTMENT CONTACT: John Brower, Financial Services Director (386) 313-4036
Jarrod Shupe, CIO (386) 313-4281

RECOMMENDATIONS: Request the Board approve Budget Transfer 22-117.

ATTACHMENTS:

1. BTR 22-117

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

BTR 22 - 117
DATE: 02/27/22
PREPARED BY: BE
 Amanda Gilbert
 Digitally signed by Amanda Gilbert
 Date: 2022.02.28 08:05:18 -05'00'

FUND: General Fund
DEPARTMENT / DIVISION: Reserves

PAGE 1 OF 1

EXPLANATION: Transfer funds from reserves for the Tyler Technologies Financial Solutions project.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	001	5000	587	9811		90,000		18,415,242	18,325,242	Designated for Future Use
2	001	0203	519	3410			90,000	1,220,711	1,310,711	Other Contracted Services
3									-	
4										
5									-	
6									-	
7									-	
8									-	
9									-	
TOTAL						\$90,000	\$90,000	\$19,635,953	\$19,635,953	

Financial Service Director's APPROVAL E. John Brower Digitally signed by E. John Brower Date: 2022.02.28 09:04:53 -05'00' DATE: _____

Administrator's APPROVAL _____ DATE: _____

Board Action @ Meeting APPROVAL _____

POSTED BY: _____ DATE POSTED: _____ CC: _____

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

SUBJECT: Consideration of a Transfer from Court Technology Reserves to Fund the Court Records System Integration and Support Staffing in the Amount of \$113,000.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: Staff is seeking Board approval to increase the Fund 194 budget for the funding of an integrated Court Records System between the Flagler County Sheriff's Office, the Flagler County Clerk of Court, the State Attorney's Office, the Public Defender's Office, and the Court staff, as well as provide the remaining funding for the Clerk's office staff augmentation for supporting the network and systems that are already funded from the Court Technology Fund. This has been a project that has been discussed over the past few years, and after gathering approval from the entities that are provided for under the Court Technology fund.

This integration will allow for information to flow between the entities without running through the manual process we presently are completing. This will allow charges and warrants to be verified in real-time and allow the Court, the Public Defender, and the State Attorney to see the arrest and booking records to be transferred electronically.

FUNDING INFORMATION: Additional funding in the amount of \$113,000 will be appropriated from 194-5000-587.98-10 to 194-4801-713.34-10 and 194-4801-713.46-30 with approval of the attached budget transfer from reserves. The future funding of approximately \$5,000 annually will be accounted for in future budgets.

DEPARTMENT CONTACT: Jarrod Shupe, Chief Information Officer, 386-313-4281

RECOMMENDATION: Request the Board approve BTR 22-118 to fund the court records system integration and support staffing and authorize the Chair to execute the amendment and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said amendment, including any amendments approved as to form by the County Attorney.

ATTACHMENTS:

1. BTR 22-118
2. Contract Amendment

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

BTR 22 - 118

DATE: 02/28/22

PREPARED BY: BE

Amanda Gilbert
Digitally signed by Amanda Gilbert
Date: 2022.02.28 14:35:33 -05'00'

PAGE 1 OF 1

FUND: Court Innovations/Technology
DEPARTMENT / DIVISION: Reserves

EXPLANATION: Transfer funds from reserves for court records system integration.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	194	5000	587	9810		113,000		468,399	355,399	Reserve for Contingency
2	194	4801	713	3410			103,000	71,000	174,000	Other Contracted Services
3	194	4801	713	4630			5,000	115,000	120,000	Maintenance Agreements
4	194	4801	713	5230			5,000	-	5,000	Data Processing Software
5									-	
6									-	
7									-	
8									-	
9									-	
TOTAL						\$113,000	\$113,000	\$654,399	\$654,399	

Financial Service Director's APPROVAL E. John Brower
Digitally signed by E. John Brower
Date: 2022.03.01 14:27:34 -05'00'

Administrator's APPROVAL _____

Board Action @ Meeting APPROVAL _____

POSTED BY: _____ DATE POSTED: _____

DATE: _____
DATE: _____

cc: _____



Document #: 1360-18A2A

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Flagler County, with offices at 1769 E. Moody Blvd., Bldg. #3, Bunnell, FL 32110-0787 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of July 9, 2007 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The services set forth in Exhibit 1, and Schedule 1, to this Amendment are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. *Requested Custom Software Interfaces*: Requested custom software interfaces are invoiced 100% upon initial delivery of the interface.
 - b. Travel expenses shall be invoiced as incurred, if applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Flagler County, FL

By: _____

By: _____

Name: Bryan Proctor

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1 Amendment Investment Summary



Date: 5/11/2020
 Quote Expiration: 9/30/2020
 Quote Name: Flagler County - Custom Interfaces to Benchmark
 Quote Number: 2018-25639
 Quote Description: Custom Interfaces to Benchmark

Sales Quotation For

Flagler County
 1769 E. Moody Blvd., Bldg. #3
 Bunnell, FL 32110-0787
 Phone: +1 (386) 313-4001

Services

Description	Quantity	Unit Price	Discount	Total
Custom Benchmark Interface (one-way / Arrests)	1	\$16,800	\$0	\$16,800
Custom Benchmark Interface (two-way / Warrants and Dispositions)	1	\$25,600	\$0	\$25,600
Custom Benchmark Interface (one way Events/Charges)	1	\$19,200	\$0	\$19,200
TOTAL:				\$61,600

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0	\$0
Total Annual Fees		\$0
Total Tyler Services	\$61,600	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
Summary Total	\$61,600	\$0

We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.



Exhibit 1 Schedule 1

Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Benchmark Interface (one-way/Arrests):

- One way export of arrest data from New World to Benchmark

- Export will occur:
 - When arrests are created/updated

- The interface will support one export method and format
 - Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
 - Schema and API details will be provided by customer/3rd party

- Exported data will include:
 - Arrest data (including charges)
 - Basic inmate demographic data

- The interface will be limited to fields that exist in New World Public Safety RMS. No new fields will be added to the database or user screen.

(2) Benchmark Interface (two-way/Warrants and Dispositions):

- One-way import of warrant information from Benchmark to New World
 - Data imported to include
 - Warrant Details
 - Violator Information
 - Violation Information
 - Vehicle Information

- Interface will also support importing cleared warrants
 - Warrant status
 - Cleared date
- Jacket matching for persons and vehicles will be managed by the interface using configurable matching criteria
 - When a match is not found, a new record will be created.
- The import of data will be a batch process that will occur at a frequency configurable by the customer.
- The interface will support one transfer method and format.
 - Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
 - Schema and API details will be provided by customer/3rd party
- The interface will be limited to fields that exist in New World Public Safety RMS. No new fields will be added to the database or user screen.
- One way export of warrant dispositions from New World to Benchmark
 - Data to be exported will include
 - Warrant disposition and date
 - Other disposition-related fields as mutually agreed upon by New World and the customer
 - The export of data will be a batch process that will occur at a frequency configurable by the customer.
 - The interface will support one transfer method and format.
 - Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
 - Schema and API details will be provided by customer/3rd party
 - The interface will be limited to fields that exist in New World Public Safety RMS. No new fields will be added to the database or user screen.

(3) Benchmark Interface (two-way/Booking and Events/Charges):

- One-way export from New World Corrections Bookings to Benchmark
 - Export will occur:
 - When new bookings are created/updated
 - The interface will support one export method and format
 - Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
 - Schema and API details will be provided by customer/3rd party
 - Exported data will include:
 - Booking data (including charges)
 - Basic inmate demographic data
 - The interface will be limited to fields that exist in New World Public Safety CMS. No new fields will be added to the database or user screen.
- One way import of charge details from Benchmark to the booking record in New World Corrections
 - Data to be imported will include
 - Charge details
 - Other booking charge-related fields as mutually agreed upon by New World and the customer
 - Customer must provide sufficient details to match the corresponding charge and the existing New World booking record

- Interface will not create booking records if one does not already exist
- The import of data will be a batch process that will occur at a frequency configurable by the customer.
- The interface will support one transfer method and format.
 - Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol.
 - Schema and API details will be provided by customer/3rd party
- The interface will be limited to fields that exist in New World Public Safety CMS. No new fields will be added to the database or user screen.

2. Methodology to Provide Enhancements and/or Custom Software

a) Our Responsibility

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Design and Development Procedure

<u>Activity</u>	<u>Targeted Time Period</u>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented	To be determined

along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.

- | | | |
|-----|--------------------------------------------------------------------------------|------------------|
| (4) | We complete programming from RD and provide the associated deliverable to you. | To be determined |
| (5) | You test software modification based on RD. | To be determined |

3. Third Party Responsibilities

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 8a**

SUBJECT: Consideration of Board Approval to Grant the County Administrator Temporary Authority to Override All Financial Policies and Procedures as they Relate to the Tyler Munis Software Implementation Project Not to Extend beyond July 31, 2022.

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: Board staff in coordination with the Clerk of the Court and Comptroller staff are preparing to go-live with our new Financial Software in April.

Staff has worked with our contractor to figure out workflows and approvals, however it's difficult to find all the possible issues in the system until all the end-users are in the system at the same time doing all of their day-to-day operations.

If any such overrides are required, staff will return to the Board to amend or create policies in order to work within the new financial software parameters.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Jorge Salinas, Deputy County Administrator (386) 313-4134
John Brower, Financial Services Director (386) 313-4036

RECOMMENDATIONS: Request the Board adopt the resolution granting the County Administrator Authority to override all financial policies and procedures for the Tyler Munis Software Implementation.

ATTACHMENTS:

1. Resolution

RESOLUTION 2022 - ____**A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS TO TEMPORARILY SUSPEND CURRENT FINANCIAL POLICIES DURING TRANSITION TO NEW FINANCIAL SOFTWARE**

WHEREAS, the Board of County Commissioners (“County”), pursuant to Chapter 129 of the Florida Statutes, has the duty and responsibility to plan for, allocate and approve funding for the operation of the departments, divisions, and offices under the County, as well as other entities receiving funding from the County; and

WHEREAS, the County together with the Clerk of the Circuit Court and Comptroller (hereinafter referred to as “Clerk/Comptroller”), have agreed that there is a mutual need to upgrade the financial and operational software used by the Clerk/Comptroller and County for funds management, as well as a need to provide for a better mechanism for the County’s departments and administration to operate and have detailed and timely financial information to perform their functions; and

WHEREAS, in 2019, the County and Clerk/Comptroller entered into an Interlocal Agreement to document their mutual desire to coordinate their respective duties and responsibilities for the operation of the financial software system going forward; and

WHEREAS, the County approved and funded the acquisition of an Enterprise Resource Planning (“ERP”) financial system from Tyler Technologies known as “MUNIS”® (hereinafter referred to as the “System”) to be utilized by both parties in their respective capacities, which System is scheduled for installation and full implementation over the next month; and

WHEREAS, throughout this implementation process, the current budgetary and purchasing procedural policies, which are tailored to existing software, will need to be temporarily suspended to support a smooth transition to the new software with minimal interruption to normal business operations; and

WHEREAS, this temporary suspension was discussed with the Tyler Steering Committee, which includes members of both the County and Clerk/Comptrollers offices.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, AS FOLLOWS:

(1) That the County and Clerk/Comptroller will continue to move forward with the installation and implementation of the System.

(2) That any resolution or policy of the County found to be in conflict with the efficient implementation of the System may be suspended at the discretion of the County Administrator to avoid business interruptions.

(3) That this resolution shall take effect March 7th, 2022.

(4) That this resolution shall automatically terminate on July 30th, 2022, unless sooner modified or terminated by the creation of new or updated financial policies correlated to the new financial software System.

DULY ADOPTED this 7th day of March 2022.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.02.28 11:53:42 -05'00'

Sean S. Moylan, Assistant County
Attorney

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM #8b**

SUBJECT: Consideration of Approval of First Amendment to Maintenance and Easement Agreement for 16th Road Right-of-Way for the Placement of a Monument Sign

DATE OF MEETING: March 7, 2022

OVERVIEW/SUMMARY: This agenda item requests an amendment to the *Maintenance and Easement Agreement (16th Road Right-of-Way and Gold Course Improvements)* between the County and Lowe Ocean Hammock, Ltd., dated November 21, 2001 and recorded on December 11, 2001 at Official Records Book 786, Page 1463, Public Records of Flagler County, Florida. This amendment would allow the successor to Lowe Ocean Hammock, the Hammock Beach Acquisition Group, LLC, to place a monument sign within the County's 16th Road right-of-way in the approximate location depicted below:



The placement of a monument sign within the County's right-of-way can be accomplished through an amendment to the existing recorded Maintenance and Easement Agreement. The recorded Agreement allowed Lowe Ocean Hammock, as the developer of this portion of the Hammock Dunes Development of Regional Impact (DRI) in 2001, to upgrade the condition of the 16th Road right-of-way to serve as a gateway to its development at the

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM #8a**

East terminus of 16th Road at the Atlantic Ocean. Improvements by Lowe included enhanced landscaping signage, and lighting. The recorded Agreement provided – in its sections entitled “Maintenance Obligations” (Section 4), “Payment of Maintenance Costs” (Section 5), and “Standards for Repair, Maintenance and Replacement of 16th Road Right-of-Way Improvements” (Section 6) – for specific improvements and ongoing maintenance of improvements completed by the developer (and its successors) within the right-of-way. As the successor to Lowe Ocean Hammock, the Hammock Beach Acquisition Group, LLC, has requested the amendment to the recorded Agreement to place a monument sign within the 16th Road right-of-way. For the placement of the proposed monument sign, the Hammock Beach Acquisition Group has crafted a First Amendment document which amends Sections 4, 5, and 6 of the recorded Agreement specific to the proposed monument sign while leaving the remainder of the Agreement unchanged. This amendment to the recorded Agreement requires Board approval.

The street view of the intersection of Ocean Crest Drive and 16th Road is shown below (Ocean Crest Drive is to the left in the middle of the photo, with 16th Road in the center of the photo and extending eastward to the Atlantic Ocean in the background), with the proposed monument sign to replace the existing directional sign (on the South side of the right-of-way, to the right of the roadway in the photo below) and the proposed monument sign location outlined in red, located to the right of the directional sign (Source: Google Earth):



Attached for the Board’s approval is the First Amendment to Maintenance and Easement Agreement document. Also included with this agenda item is the proposed layout and quote for the new monument sign submitted by Creative Sign Designs dated July 21, 2021: this layout document – consisting of four pages – provides a detailed schematic of the proposed sign and its location.

The original Agreement provided in its Section 9 for the provision of insurance at the sole cost and expense of Lowe Ocean Hammock (and obligating Hammock Beach Acquisition Group as successor) naming Lowe and the Ocean Hammock Property Owners Association, Inc., as insureds, with Flagler County as an additional insured. This and all other terms of the original recorded Agreement remain in effect.

If approved, the First Amendment to the Maintenance and Easement Agreement will be required to be recorded in the Public Records of Flagler County, Florida at the expense of the Hammock Beach Acquisition Group. Following approval of the First Amendment, a sign permit will be needed prior to the commencement of any construction.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM #8a**

DEPARTMENT CONTACT: Growth Management, Adam Mengel, 386-313-4065

RECOMMENDATION: Staff recommends that the Board of County Commissioners approve the First Amendment to the Maintenance and Easement Agreement.

ATTACHMENTS:

1. First Amendment to Maintenance and Easement Agreement
2. Creative Sign Designs Proposed Layout and Quote dated July 21, 2021
3. Recorded Maintenance and Easement Agreement (OR 786, Page 1463, PRFCF)

This instrument prepared by and
when recorded return to:

Nathan P. Gruman, Esq.
Foley & Lardner LLP
100 North Tampa Street
Suite 2700
Tampa, Florida 33602

Space above this line for recorder's use

FIRST AMENDMENT TO MAINTENANCE AND EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO MAINTENANCE AND EASEMENT AGREEMENT (“Amendment”) is made and entered into as of the ___ day of _____, 2022 (the “Effective Date”) between **Flagler County, Florida**, a political subdivision of the State of Florida (“County”) and **Hammock Beach Acquisition Group, LLC**, a Florida limited liability company (“HBAG”).

RECITALS

A. County and LOWE OCEAN HAMMOCK, LTD., an inactive Florida limited partnership (“LOH”) executed that certain Maintenance and Easement Agreement with an effective date of November 21, 2001 and recorded in Official Records Book 0786, Page 1463 of the public records of Flagler County, Florida (the “Easement Agreement”).

B. HBAG is the successor in interest to LOH.

C. County and HBAG desire to amend the Easement Agreement to provide for the installation repair, and maintenance of a Monument Sign located in the 16th Road Right-of-Way, as such term is defined in the Easement Agreement and more particularly described on Exhibit “A” attached to the Easement Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by County and HBAG, the parties agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and incorporated herein by this reference. Any capitalized terms not otherwise defined herein shall have the meaning as set forth in the Easement Agreement.

2. **Amendment of Section 3(a)**. Section 3(a) of the Easement Agreement is hereby deleted in its entirety and replaced with the following provision:

County does hereby give, grant and convey to HBAG for the benefit of HBAG, its successors and assigns, a non-exclusive and perpetual easement over, under and upon the 16th Road Right-of-Way, for the purpose of (i) maintenance of the landscaping, irrigation and sidewalks located within the 16th Road Right-of-Way; (ii) maintenance, repair and replacement of the Restroom Facilities (as hereinafter defined); (iii) installation, maintenance, repair and replacement of the Parking Sign (as hereinafter defined); (iv) construction, installation, maintenance, repair, replacement and operation of utilities over, under and within the 16th Road Right-of-Way (the latter of which parties hereto acknowledge is a right, but not an obligation); and (v) installation, maintenance, repair and replacement of the Monument Sign (as hereinafter defined).

3. **Amendment of Section 4.** Section 4 of the Easement Agreement is hereby amended by adding the following provision:

g. **Installation and Maintenance of Monument Sign.** HBAG shall be responsible, at its sole cost and expense, for the installation, maintenance, repair and replacement of a Monument Sign located within the 16th Road Right-of-Way, in the form and in the location as reasonably agreed to by County and HBAG (“Monument Sign”). The Monument Sign shall substantially conform to the design, color, height, width, sign copy, construction materials, and location as provided in that certain quote and specifications provided by Creative Sign Designs dated July 21, 2021 and made a part hereof by reference. The Monument Sign shall be located a minimum of four (4) feet from the back of curb and shall not exceed five (5) feet in height, with a sign area not to exceed thirty (30) square feet. The Monument Sign shall be non-illuminated.

4. **Amendment of Section 5.** Section 5 of the Easement Agreement is hereby amended by adding the following provision:

f. **Costs for Monument Sign.** HBAG shall be solely responsible for all costs incurred in connection with the installation, repair, maintenance and replacement of the Monument Sign.

5. **Severability.** All provisions herein are intended to be severable. If any provision or part hereof is deemed void or unenforceable by any court of competent jurisdiction, then the remaining provisions shall continue in full force and effect.

6. **Effect of Amendment.** Except as herein modified, all other terms and conditions of the Easement Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Easement Agreement and the terms of this Amendment, this Amendment shall control.

7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile or e-mail, or through scanned or

electronically transmitted files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or scanned documents were an original executed counterpart.

8. **Entire Agreement.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

GRANTOR:

Flagler County, Florida, a political subdivision of the State of Florida

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair
Flagler County Board of County Commissioners

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.02.28 13:25:10 -05'00'

Sean S. Moylan, Assistant County Attorney

WITNESSES:

GRANTEE:

Hammock Beach Acquisition Group, LLC, a Florida limited liability company

By: _____
Name: _____

By: _____
Print Name: _____
Title: _____

By: _____
Name: _____

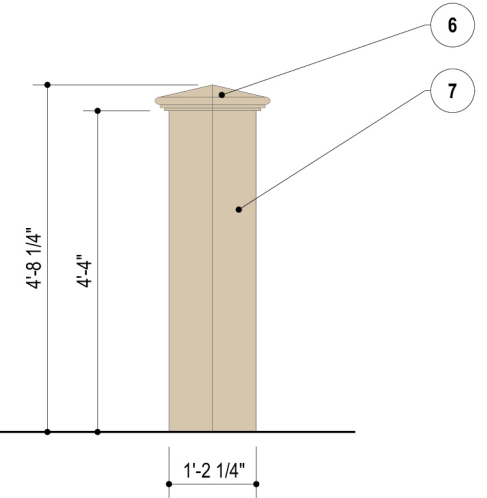
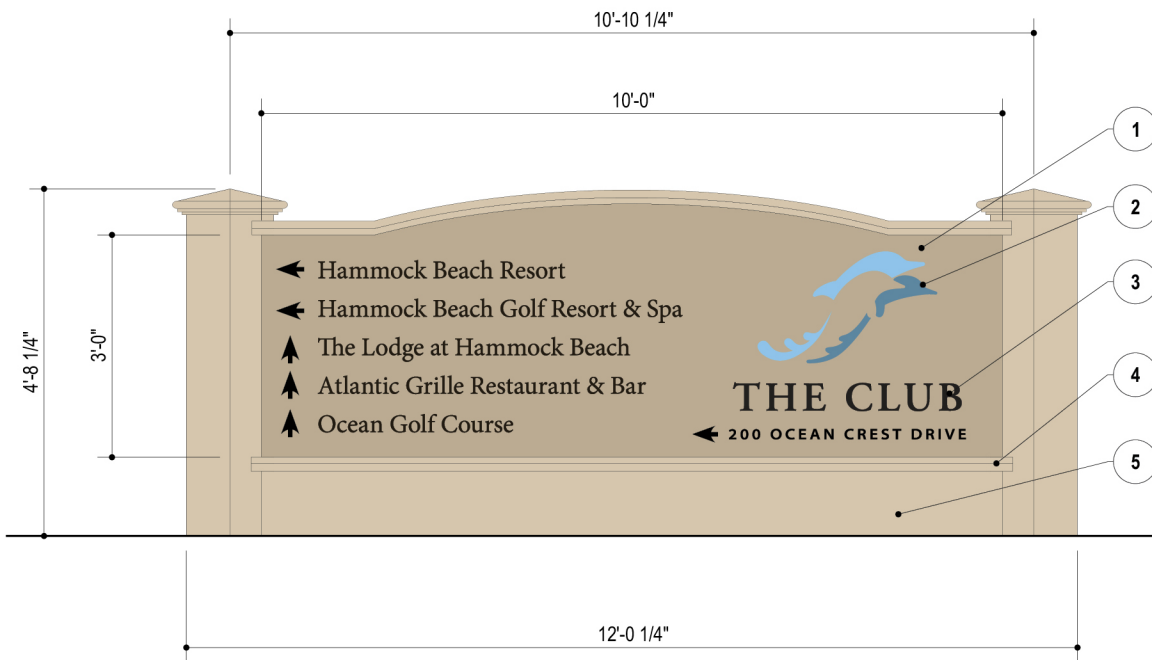
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me means of physical presence or online notarization, this _____ day of _____, 2022, by _____, as _____, of **Hammock Beach Acquisition Group, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

(Seal)

NOTARY PUBLIC
Name: _____
Commission No. _____
My Commission Expires: _____

PROPOSED LAYOUT V3.0



Elevation - Monument - Single sided, non-illuminated

Scale: 1/2"=1'-0"

Side View

Scale: 1/2"=1'-0"



Plan View

Scale: 1/2"=1'-0"

Sq. Ft. =30.0

Production Notes

- 1) Fabricated aluminum/ACM cabinet
- 2) Flat cut out 1/4" acrylic logo
- 3) Flat cut out 1/4" acrylic copy
- 4) Fabricated trim (top and bottom of sign cabinet)
- 5) Base enclosure
- 6) Finial top cap
- 7) Fabricated support columns

**ALL SURFACES TO HAVE A LIGHT STUCCO FINISH
COLORS TO BE PROVIDED BY CLIENT PRIOR TO FABRICATION**

STREET VIEW



CLIENT EXAMPLE



PROPOSED LAYOUT V3.0



CONSULT. DESIGN. FABRICATE. INSTALL.

Damon L. Katsikas

Account Manager

904-233-8323 | DIRECT

800-804-4809 | HQ

DKATSIKAS@CREATIVESIGNDESIGNS.COM

LOCATION PHOTO



AGREEMENT VIA CLIENT-1

PREPARED BY AND RETURN TO:
 D. Helen Ford, Esquire
 Greenberg Traurig, P.A.
 450 South Orange Avenue, 6th Floor
 Orlando, Florida 32801

Inst No: 01036890 Date: 12/11/2001
 Doc Stamp: 0.70
 By: [Signature] D.C. Time: 15:04:29

REC 0786 PAGE 1463

MAINTENANCE AND EASEMENT AGREEMENT

(16th Road Right-of-Way and Golf Course Improvements)

THIS MAINTENANCE AND EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this 11th day of November, 2001, by and between LOWE OCEAN HAMMOCK, LTD., a Florida limited partnership ("LOH"), and FLAGLER COUNTY, FLORIDA, a political subdivision of the State of Florida ("County").

WHEREAS, on March 30, 1984, the Board of County Commissioners of Flagler County, Florida adopted Resolution 84-7 approving a Development Order for the Development of Regional Impact known as Hammock Dunes, as amended by that certain Resolution 95-50 adopted by same on July 17, 1995, as amended by that certain Resolution 98-10 adopted by same on March 6, 1998, and as implemented by that certain Resolution 98-56 adopted by same on September 15, 1998 (collectively, the "Development Order"); and

WHEREAS, the Development Order provides, *inter alia*, for: (i) the construction, maintenance, repair and replacement of certain improvements within the 16th Road Right-of-Way (as more particularly set forth in the Development Order); (ii) the conveyance of the 16th Road Right-of-Way (as hereinafter defined) and related 16th Road Right-of-Way Improvements (as hereinafter defined) from LOH to the County upon completion of construction by LOH; and (iii) the designation of the respective obligations of LOH and the County, and their respective

Vol: 01\FORD\1131984\121030\0119997.010500

AGREEMENT VIA CLIENT-2

Prepared by & return to:
 Robert A. Leapey, Jr., Esquire
 Alterra LLP
 50 North Laura Street, Suite 3100
 Jacksonville, Florida 32202

PARTIAL ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS
 (Maintenance and Easement Agreement)

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF OBLIGATIONS (this "Partial Assignment") is made effective as of the 11th day of April, 2016 (the "Effective Date"), by and between OCEAN HAMMOCK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Assignor"), and LRA HAMMOCK BEACH OCEAN, LLC, a Georgia limited liability company ("Assignee"). This Partial Assignment is joined into by FLAGLER COUNTY, Florida, a political subdivision of the State of Florida (the "County"), for the purpose of evidencing the County's consent to this Partial Assignment.

RECITALS:

A. LOWE OCEAN HAMMOCK, LTD., a Florida limited partnership ("Lowe") entered into that certain Maintenance and Easement Agreement (16th Road Right-of-Way and Golf Course Improvements) with Flagler County, Florida, a political subdivision of the State of Florida, dated November 21, 2001 and recorded December 11, 2001 in Official Records Book 786, Page 1463, of the Public Records of Flagler County, Florida (the "Maintenance and Easement Agreement") pertaining, *inter alia*, to the 16th Road Right-of-Way as more particularly defined and described therein (the "16th Road Right-of-Way").

B. Paragraph 7.a. of the Maintenance and Easement Agreement provides that Lowe may unilaterally, in its sole and unfettered discretion, assign all or a portion of its obligations under the Maintenance and Easement Agreement (except for those obligations pertaining to the Golf Course Improvements, as designated in the Maintenance and Easement Agreement).

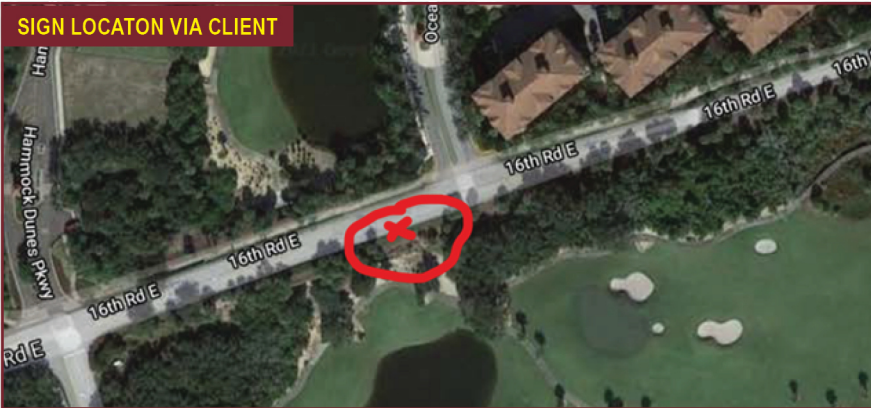
C. Lowe assigned a portion of its obligations under the Maintenance and Easement Agreement to Assignor pursuant to that certain Partial Assignment and Assumption of Obligations (Maintenance and Easement Agreement) dated January 29, 2002 and recorded February 8, 2002 in Official Records Book 800, Page 1738, of the Public Records of Flagler County, Florida (the "2002 Partial Assignment").

D. Assignor now desires to assign to Assignee and Assignee hereby agrees to accept from Assignor, the assignment and assumption of certain rights and obligations of Assignor under the Maintenance and Easement Agreement, as such rights and obligations were assigned to and assumed by Assignor pursuant to the 2002 Partial Assignment, as more particularly set forth herein.

E. Upon the recordation of this Partial Assignment in the Public Records of Flagler County, Florida, Assignor shall be fully released, discharged and exonerated from any and all obligations of Assignor which are assigned to and assumed by Assignee under this Partial Assignment, except for those

(3788370).21

SIGN LOCATON VIA CLIENT



GIS MAP VIA COUNTY



CREATIVE SIGN DESIGNS
 CONSULT. DESIGN. FABRICATE. INSTALL.

Damon L. Katsikas
 Account Manager
 904-233-8323 | DIRECT
 800-804-4809 | HQ
 DKATSIKAS@CREATIVESIGNDESIGNS.COM

Type	Sign Description	Qty	Unit Sell	Unit Install	Unit Ext	Install Ext	Total
1	MONUMENT: 4'-8.25"h x 12'-4.75"w x 14.5"d; S/F, non-illuminated, aluminum [composite] fabricated structure with two columns on either side, painted with light stucco texture finish; FCO copy on face (directional copy, logo image and logo copy); 3/16 thick aluminum stud mount flush to face; concrete foundation with steel columns. Note: using aluminum FCO vs acrylic as the material will need to mechanically attach to face.	1	18,574.	7,282.	18,574.	7,282.	25,856.

Subtotal				18,574.00	7,282.00	25,856.00
General Conditions: Project coordination, design, shop drawings, and delivery						3,829.00
Engineering						375.00
Permit Acquisition						450.00
Permit Fee - <i>Estimated, To be billed at cost on final invoice.</i>						750.00
Sales Tax						0.00
Total Project Cost						31,260.00

Notes:

1. This proposal is valid for 90 days.
2. Approved drawing required for each sign item above prior to production.
3. Price above does not include removals, any removals will be done on a time and material basis with customer approval.
4. Customer to supply dedicated electrical service to the sign location/s prior to installation.
5. Foundation / footer excavation is to be into unobstructed soil.
6. Steel and foundation pricing are subject to final sealed Engineering specifications and local code requirements. Should structural modifications be required to meet final Engineering, additional pricing will be required.
7. Landscaping / sod replacement by others.

Quote Date: 7/21/2021

Inst No: 01036890 Date: 12/11/2001
 Doc Stamp-Deed : 0.70
 GAIL WADSWORTH, FLAGLER County
 By: *[Signature]* D.C. Time: 15:04:29

PREPARED BY AND RETURN TO:
 D. Helen Ford, Esquire (Julie F.)
 Greenberg Traurig, P.A.
 450 South Orange Avenue, 6th Floor
 Orlando, Florida 32801

\$177.00
 1.00
 .70
 178.70

OFF REC 0786 PAGE 1463

MAINTENANCE AND EASEMENT AGREEMENT

(16th Road Right-of-Way and Golf Course Improvements)

THIS MAINTENANCE AND EASEMENT AGREEMENT (the "Agreement") is made and entered into as of this 21 day of NOVEMBER, 2001, by and between **LOWE OCEAN HAMMOCK, LTD.**, a Florida limited partnership ("LOH"), and **FLAGLER COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County").

WHEREAS, on March 30, 1984, the Board of County Commissioners of Flagler County, Florida adopted Resolution 84-7 approving a Development Order for the Development of Regional Impact known as Hammock Dunes, as amended by that certain Resolution 95-50 adopted by same on July 17, 1995, as amended by that certain Resolution 98-10 adopted by same on March 6, 1998, and as implemented by that certain Resolution 98-56 adopted by same on September 15, 1998 (collectively, the "Development Order"); and

WHEREAS, the Development Order provides, inter alia, for: (i) the construction, maintenance, repair and replacement of certain improvements within the 16th Road Right-of-Way (as more particularly set forth in the Development Order); (ii) the conveyance of the 16th Road Right-of-Way (as hereinafter defined) and related 16th Road Right-of-Way Improvements (as hereinafter defined) from LOH to the County upon completion of construction by LOH; and (iii) the designation of the respective obligations of LOH and the County, and their respective

successors and assigns, for the maintenance, repair and replacement of the 16th Road Right-of-Way Improvements; and

WHEREAS, LOH has, on even date herewith, conveyed to the County (the "Conveyance") that certain real property located in Flagler County, Florida comprising the 16th Road Right-of-Way as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "16th Road Right-of-Way") and the following improvements located within the 16th Road Right-of-Way: Restroom Facilities (as hereinafter defined), drainage structures, including stormwater and underground embankments, Parking Sign (as hereinafter defined), lighting, paved roadways and parking lots, landscaping and all other physical structures (collectively, the "16th Road Right-of-Way Improvements"); and

WHEREAS, in connection with the Conveyance, and in accordance with the terms of the Development Order, LOH and the County desire to enter into this Agreement for the purpose of: (i) providing for the maintenance, repair and replacement of the 16th Road Right-of-Way Improvements; (ii) granting access and maintenance easements in favor of LOH, Northshore Hammock, L.P., a Georgia limited partnership ("Northshore"), Northshore Ocean Hammock Investment, L.P., a Georgia limited partnership ("Northshore Investment") and Drake Development FLA LLC, a South Carolina limited liability company ("Drake"), and their respective successors and assigns, over, under and through the 16th Road Right-of-Way; (iii) granting access and maintenance easements in favor of LOH for the Golf Course Improvements (as hereinafter defined) located within the 16th Road Right-of-Way; and (iv) confirming the easement reservations in favor of LOH, Northshore, Northshore Investment, Drake, and their respective successors and assigns, the owners of lots and condominium units within the Northshore, the Northshore Investment and the Drake Properties described on **Exhibit "C"**

attached hereto, the Hammock Beach Property Owners Association, Inc., a Florida not-for-profit corporation ("HBPOA") and The Hammock Beach Club Condominium Association, Inc., a Florida not-for-profit corporation ("HBCCA"), which are set forth in that certain Warranty Deed by and between LOH, as Grantor and County, as Grantee recorded December 11, 2001 in Official Records Book 786, Page 1438-1462 Public Records of Flagler County, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Capitalized Terms.** All capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Development Order.

3. **Grant of Easements.**

a. **Maintenance.** County does hereby give, grant and convey to LOH for the benefit of LOH, its successors and assigns, a non-exclusive and perpetual easement over, under and upon the 16th Road Right-of-Way, for the purpose of (i) maintenance of the landscaping, irrigation and sidewalks located within the 16th Road Right-of-Way; (ii) maintenance, repair and replacement of the Restroom Facilities (as hereinafter defined); (iii) installation, maintenance, repair and replacement of the Parking Sign (as hereinafter defined); and (iii) construction, installation, maintenance, repair, replacement and operation of utilities over, under and within the 16th Road Right-of-Way (the latter of which the parties hereto acknowledge is a right, but not an obligation).

b. **Ingress and Egress to LOH, the Ocean Hammock Property Owners Association, Inc. and The Ocean Hammock Golf Club.** County does hereby give, grant and convey to LOH, its successors and assigns, and all current and future members of the Ocean Hammock Property Owners Association, Inc., a Florida not-for-profit corporation (“OHPOA”), and all employees, agents, licensees, invitees, members and guests of The Ocean Hammock Golf Club, and for the benefit of the public, a non-exclusive ingress and egress easement and right-of-way over and across the 16th Road Right-of-Way for the purpose of providing: (i) pedestrian and vehicular access to the Ocean Hammock Golf Course Property, as more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (the “Ocean Hammock Golf Course Property”) which abuts the 16th Road Right-of-Way; (ii) beach access and parking; (iii) all other rights consistent with the public’s use of the 16th Road Right-of-Way; and (iv) the right, but not the obligation, at their sole cost and expense, to construct, install, maintain, repair, replace and operate utilities over, under and within the 16th Road Right-of-Way.

c. **Ingress and Egress to Northshore, Northshore Investment and Drake.** County does hereby give, grant and convey to Northshore, Northshore Investment and Drake, and their respective successors and assigns, and all current and future members of the HBPOA and the HBCCA, and for the benefit of the public, a non-exclusive ingress and egress easement and right-of-way over and across the 16th Road Right-of-Way for the purpose of providing: (i) pedestrian and vehicular access to the Northshore, Northshore Investment and Drake Properties, as more particularly described on Exhibit “C” attached hereto and incorporated herein by this reference (respectively the “Northshore Property”, the “Northshore Investment Property” and the “Drake Property”) which abut, or are adjacent to certain of these lands which abut, the 16th Road Right-of-Way; (ii) beach access and parking; (iii) all other rights consistent with the public’s use

of the 16th Road Right-of-Way; and (iv) the right, but not the obligation, at their sole cost and expense, to construct, install, maintain, repair, replace and operate utilities over, under and within the 16th Road Right-of-Way.

d. **Easements for Golf Cart Tunnel and Bridge.** County does hereby give, grant and convey to LOH, its successors and assigns, and to LOH's employees, agents, licensees, invitees, members and guests of The Ocean Hammock Golf Club, perpetual, non-exclusive bridge and tunnel easements (the "Golf Cart Bridge and Tunnel Easement") for the benefit of the Ocean Hammock Golf Course Property, over, under and upon those portions of the 16th Road Right-of-Way more particularly described on Exhibit "D" attached hereto and incorporated herein by reference (the "Golf Cart Bridge and Tunnel Easement Area"). The Golf Cart Bridge and Tunnel Easement shall include the right to enter over, upon and under such Golf Cart Bridge and Tunnel Easement Area and such part of the 16th Road Right-of-Way adjacent thereto as may be reasonably necessary, for the purpose of inspecting, maintaining, repairing or replacing, at LOH's sole cost and expense, from time to time, paved golf cart tunnels or bridges, and all support structures, roadways and related facilities located within the Golf Cart Bridge and Tunnel Easement Area (the "Golf Course Improvements") and for ingress, egress and passage thereover by way of, and for the use and operation thereon, of pedestrians, electric or other powered golf carts, lawn maintenance machinery or equipment and vehicles and equipment.

4. **Maintenance Obligations.**

a. **Installation and Maintenance of Parking Sign.** LOH shall be responsible, at its sole cost and expense, for the installation, maintenance, repair and replacement of two (2) signs to be located in the parking area within the 16th Road Right-of-Way, which signs shall substantially read as follows: "Public Parking for Beach Goers Only. No Condominium,

Employee or Clubhouse Parking Permitted.” (the “Parking Sign”). Each sign will be 36 inches high and 30 inches wide and will be placed such that the bottom edge of the sign is between 48 inches and 60 inches from the ground. The Parking Sign shall be maintained in the same location as it is located on the date of this Agreement.

b. **Maintenance of Restroom Facilities.**

(i) County shall be responsible, at its sole cost and expense, for the day-to-day cleaning, maintenance and equipping of the Restroom Facilities, which comprise a portion of the 16th Road Right-of-Way Improvements, and as more particularly depicted on Exhibit “E” attached hereto and incorporated herein by reference (“Restroom Facilities”), and to maintain same in a clean and sanitary condition.

(ii) LOH shall be responsible, at its sole cost and expense, to maintain the Restroom Facilities (except for those maintenance responsibilities designated to the County in Provision 4(b)(i) hereof) and, if necessary, repair and replace the Restroom Facilities.

c. **Maintenance of Lighting within the 16th Road Right-of-Way.** LOH shall be responsible, at its sole cost and expense, to maintain all lighting located within the 16th Road Right-of-Way.

d. **Maintenance of 16th Road Right-of-Way Improvements.** Except for the maintenance responsibilities of LOH set forth herein, the County shall, at its sole cost and expense, be responsible to maintain and, if necessary, repair and replace the 16th Road Right-of-Way Improvements comprising the curbs and pavement located within the 16th Road Right-of-Way and including the maintenance responsibilities for the Restroom Facilities set forth herein.

e. **Maintenance of Golf Course Improvements.** LOH shall, at its sole cost and expense, be responsible to maintain and, if necessary, repair and replace the Golf Course Improvements.

f. **Maintenance of Landscaping Located Within the 16th Road Right-of-Way and Public Road Landscaping.** LOH shall, at its sole cost and expense, be responsible to maintain the landscaping, irrigation and sidewalks contained within the 16th Road Right-of-Way ("16th Road Right-of-Way Landscaping") and within that portion of the 16th Road lying between A-1-A and the Atlantic Ocean (the "Public Road Landscaping").

5. **Payment of Maintenance Costs.**

a. **Costs for Restroom Facilities.**

(i) County shall be solely responsible for all costs incurred in connection with the day-to-day cleaning, maintenance, and equipping of the Restroom Facilities; and

(ii) Except as provided in provision 5a(i) hereof, LOH shall be solely responsible for all costs to maintain and, if necessary, repair and replace the Restroom Facilities.

b. **Costs for 16th Road Right-of-Way Improvements.** Except for the maintenance costs of LOH set forth herein, the County shall be solely responsible for all costs incurred in connection with the maintenance, repair and replacement of the 16th Road Right-of-Way Improvements comprising the curbs and pavement located within the 16th Road Right-of-Way and including the maintenance responsibilities for the Restroom Facilities set forth herein.

c. **Costs for Golf Course Improvements.** LOH shall be solely responsible for all costs incurred in connection with the maintenance, repair and replacement of the Golf Course Improvements.

d. **Costs for 16th Road Right-of-Way Landscaping and Public Road Landscaping.** LOH shall be solely responsible for all costs incurred in connection with the repair, maintenance and replacement of the 16th Road Right-of-Way Landscaping and the Public Road Landscaping.

e. **Costs for Parking Sign.** LOH shall be solely responsible for all costs incurred in connection with the installation, repair, maintenance and replacement of the Parking Sign.

6. **Standards for Repair, Maintenance and Replacement of 16th Road Right-of-Way Improvements.**

a. The County shall maintain the 16th Road Right-of-Way Improvements in the manner in which it has been constructed and delivered to the County on the date of Conveyance. LOH reserves the right, but is not obligated, to maintain the 16th Road Right-of-Way Improvements to a higher standard than designated herein, at its sole cost and expense.

b. LOH shall maintain: (i) the Golf Course Improvements in the manner in which it has been constructed; (ii) the Restroom Facilities (except for those obligations which are the responsibility of the County) in the manner in which it has been constructed; (iii) the lighting within the 16th Road Right-of-Way in the manner in which it has been installed on the date of this Agreement; and (iv) the 16th Road Right-of-Way Landscaping and the Public Road Landscaping in the manner already being maintained on the date of this Agreement.

7. **Assignment of Obligations.**

a. LOH may, in its sole and unfettered discretion, assign all or a portion of its obligations under this Agreement to the OHPOA, except for those obligations set forth herein relating to the Golf Course Improvements. The assignment shall occur by a recordable

Assignment and Assumption Agreement wherein the OHPOA agrees to assume any and all obligations of LOH as provided in this Agreement as may be assigned by LOH (the "Assignment and Assumption Agreement"). Subject to the terms of Provision 7(d) below, upon the recordation of the Assignment and Assumption Agreement in the Public Records of Flagler County, Florida and the delivery of an executed copy of the Assignment and Assumption Agreement to the County, the County hereby agrees that LOH shall be fully released, discharged and exonerated from any and all obligations of LOH under this Agreement which are assigned to and assumed by the OHPOA. The obligation of the County to join in, or consent to, the Assignment and Assumption Agreement shall not be necessary; provided, however, if requested by LOH, the County hereby agrees to execute any and all documents necessary to further memorialize the assignment and/or release and discharge of LOH's obligations under this Agreement which are assigned to and assumed by the OHPOA. Any and all costs associated with an assignment hereunder to the OHPOA pursuant to the terms hereof shall be borne by LOH. Any such assignment to the OHPOA pursuant to the terms hereof shall require the assessment of residential and commercial property owners in conformity with Article VII of the Master Declaration of Covenants, Conditions and Restrictions for Ocean Hammock recorded April 15, 1997 in Official Records Book 580, Page 2, Public Records of Flagler County, Florida, as it may be amended and supplemented from time to time.

b. LOH may, in its sole and unfettered discretion, assign all or a portion of its obligations under this Agreement pertaining to the Golf Course Improvements to any successor-in-title to the Ocean Hammock Golf Course Property (the "Successor-in-Interest"). The assignment shall occur by a recordable Assignment and Assumption Agreement (Golf Course Improvements) wherein the Successor-in-Interest agrees to assume any and all obligations of

LOH related to the Golf Course Improvements as provided in this Agreement as may be assigned by LOH (the "Assignment and Assumption Agreement (Golf Course Improvements)"). Upon the recordation of the Assignment and Assumption Agreement (Golf Course Improvements) in the Public Records of Flagler County, Florida and the delivery of an executed copy of the Assignment and Assumption Agreement (Golf Course Improvements) to the County, the County hereby agrees that LOH shall be fully released, discharged and exonerated from any and all obligations of LOH under this Agreement which are assigned to and assumed by the Successor-in-Interest. The obligation of the County to join in, or consent to, the Assignment and Assumption Agreement (Golf Course Improvements) shall not be necessary; provided, however, if requested by LOH, the County hereby agrees to execute any and all documents necessary to further memorialize the assignment and/or release and discharge of LOH's obligations under this Agreement related to the Golf Course Improvements which are assigned to and assumed by the Successor-in-Title. Any and all costs associated with an assignment hereunder to the Successor-in-Title pursuant to the terms hereof shall be borne by LOH. It is the intent of the parties hereto that the obligations hereunder related to the Golf Course Improvements shall be the responsibility of the then current owner of the Ocean Hammock Golf Course Property.

c. Except as provided herein to the contrary, this Agreement may be assigned by LOH or the County, only with the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

d. Notwithstanding anything contained in this section to the contrary, and notwithstanding the assignment of the duties and obligations of LOH to OHPOA as permitted hereunder, LOH shall remain liable for any obligations which it assigns hereunder to the OHPOA for a period of three (3) years from and after the date of this Agreement. Thereafter,

LOH shall be fully released, discharged and exonerated from any and all obligations of LOH under this Agreement which are assigned to and assumed by the OHPOA.

8. **Enforcement Mechanisms.**

a. **Self-Help.** Each party hereto shall have the right, but not the obligation, to undertake any obligation required by this Agreement which is allocated to the other party, as set forth above, in the event the non-performing party, within thirty (30) days following notice to such non-performing party of its non-performance (i) fails to perform such obligation; or (ii) in the case of an obligation which requires more than thirty (30) days to complete, fails to commence to perform such obligations within such thirty (30) day period and diligently pursue completion of such obligation. In such event, the party undertaking the obligation (the "Remediating Party") shall provide the party which has failed to perform (the "Defaulting Party") with a written statement of the costs reasonably incurred in connection with Remediating Party's performance (the "Reimbursement Amounts").

b. **Litigation.** If any party hereto and/or its successors and/or assigns fails to perform its respective obligations as required herein, the other party may file suit to enforce the provisions of this Agreement by specific performance or any other remedy available to such party to enforce the terms and conditions of this Agreement. If a party undertakes to perform the obligations of the non-performing party, then the performing party shall be entitled to file suit for damages and collect said damages against the non-performing party and/or its successors and/or assigns for all costs and expenses incurred by the performing party in performing the duties and obligations required of the non-performing party and/or its successors and/or assigns pursuant to the terms of this Agreement. A judgment for damages may be collected in any manner authorized by Florida law.

c. **Prevailing Party.** If any party is required to commence any action or proceeding against any other party, or the successors and/or assigns of any party, in order to enforce the provisions of this Agreement or to collect damages incident to this Agreement, the prevailing party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorney fees, both at trial level and on appeal.

d. **Enforcement Rights against Northshore, Northshore Investment and Drake.** In the event that Northshore, Northshore Investment or Drake fail to properly construct, install, operate or maintain any utilities within the 16th Road Right-of-Way after undertaking to do so pursuant to provision 3c(iv) herein, the parties hereto shall have the right to seek enforcement against such responsible party in accordance with this provision 8, and the prevailing party, including Northshore, Northshore Investment and Drake shall be entitled to the remedies provided in this provision 8.

9. **Insurance.** County agrees to secure and keep in force and effect from and after the date hereof, at LOH's sole cost and expense, commercial general liability insurance on the 16th Road Right-of-Way and the 16th Road Right-of-Way Improvements with a single combined limit, including any umbrella or excess commercial policy, in an amount of not less than Two Million Dollars (\$2,000,000.00). Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and rated A VII or better by the then current Best's Guide. Such policy shall:

(i) name LOH and OHPOA as the insureds and the County as an additional insured;

(ii) include a Florida Legislative Claim Bill endorsement in the sum of \$2,000,000.00;

(iii) contain a provision that the insurer will give LOH, OHPOA and the County at least thirty (30) days' notice in writing in advance of any cancellation, termination or lapse, or the effective date of any reductions in the amount of insurance or any other material change; and

(iv) be written as a primary policy which does not contribute to and is not in excess of coverage which any insured or additional insured may carry.

A certificate or a copy of the insurance shall be delivered to LOH, OHPOA and the County within ten (10) days after execution of this Agreement and thereafter within thirty (30) days prior to the expiration of such policy, and as often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained in like manner and to the like extent.

Any insurance required hereunder may be maintained by means of a policy or policies of blanket insurance covering additional items or locations or insureds.

County does not waive sovereign immunity.

10. **Covenant Running With the Land.** This Agreement shall run with the land, shall inure to the benefit of, and be binding upon, LOH, Northshore, Northshore Investment, Drake, the County and their respective successors-in-title and assigns, and shall be recorded in the Public Records of Flagler County, Florida.

11. **Miscellaneous.**

a. This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the

negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties herein.

b. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. Venue and jurisdiction for any dispute arising under this Agreement shall be state courts in Flagler County, Florida.

d. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, the use of any gender shall include every other and all genders, and captions and paragraph headings shall be disregarded.

e. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

f. Time shall be of the essence for each and every provision hereof.

g. The parties agree that they waive all rights to a trial by jury in the event of any dispute or court action arising from, growing out of, or related to, this Agreement. The parties acknowledge that this waiver is a significant consideration to and a material inducement for the parties to enter into this Agreement.

12. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to LOH at: Lowe Ocean Hammock, Ltd.
Post Office Box 354489
Palm Coast, Florida 32135-4489
Attn: Robert D. DeVore
Facsimile: (386) 446-4548

And to: Lowe/Palm Coast, Inc.
11777 San Vicente Boulevard, Suite 900
Los Angeles, California 90049
Attn: William T. Wethe
Facsimile: (310) 820-8131

With a copy to: Greenberg Traurig, P.A.
450 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Attn: Orlando L. Evora, Esquire
Facsimile: (407) 420-5909

If to County at: Flagler County
1200 East Moody Boulevard, #11
Bunnell, Florida 32110
Attn: County Attorney
Facsimile: (386) 437-8292

With a copy to: Flagler County
1200 East Moody Boulevard, #11
Bunnell, Florida 32110
Attn: County Administrator
Facsimile: (386) 437-8292

If to OHPOA at: Lowe Ocean Hammock, Ltd.
Post Office Box 354489
Palm Coast, Florida 32135-4489
Attn: Robert D. DeVore
Facsimile: (386) 446-4548

With a copy to: May Management Services, Inc.
4320 U.S. Highway A1A South #2
St. Augustine, Florida 32084
Attn: Ms. Annie Marks
Facsimile: (904) 471-9948

If to HBPOA at: The Ginn Companies
5 Blue Heron Lane
Palm Coast, Florida 32137
Attn: Mr. Robert F. Masters
Facsimile: (386) 447-5559

If to HBCCA at: The Ginn Companies
 5 Blue Heron Lane
 Palm Coast, Florida 32137
 Attn: Mr. Robert F. Masters
 Facsimile: (386) 447-5559

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mail.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought and signed with the same formalities of this Agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

14. **No Waiver.** No waiver of any default by any party or the successors and/or assigns of any party shall be deemed a waiver of any other or subsequent default under this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto
this 21st day of November, 2001.

Signed, sealed and delivered
in the presence of:

LOH:

LOWE OCEAN HAMMOCK, LTD., a
Florida limited partnership

By: LOWE/OCEAN HAMMOCK,
INC., a Florida corporation

[Signature]

Print Name: FATIMA Sena

[Signature]

Print Name: JOSE DEVY

By: [Signature]

Print Name: Robert D. DeVore

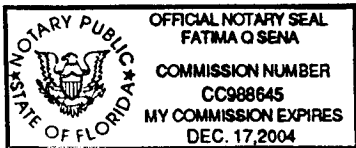
Title: Vice President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me on this 1st day of
November, 2001 by Robert D. DeVore, as Vice President of Lowe/Ocean Hammock,
Inc., a Florida corporation, the general partner of Lowe Ocean Hammock Ltd., a Florida limited
partnership, on behalf of the corporation and limited partnership. He is personally known to
me or produced N/A as identification.

Affix Notary Stamp/Seal:

[Signature]
NOTARY PUBLIC



Signed, sealed and delivered
in the presence of:

COUNTY:

FLAGLER COUNTY, FLORIDA, a
political subdivision of the State of Florida

Lisa Bates

Print Name: LISA BATES

11.21.01
By: James A. Darby

Print Name: James A. Darby

Title: Chairman

Eileen Knowles

Print Name: EILEEN KNOWLES

APPROVED AS TO FORM

tasken
COUNTY ATTORNEY

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me on this 21st day of November, 2001 by _____, as _____, of Flagler County, Florida, a political subdivision of the State of Florida, on behalf of the county. (He/She) is personally known to me or produced _____ as identification.

Affix Notary Stamp/Seal:



SHELLY EDMONSON
Notary Public, State of Florida
My Comm. Exp. Feb. 22, 2005
Comm. No. DD 003652

Shelly Edmonson
NOTARY PUBLIC

APPROVED BY THE
FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

ON NOVEMBER 19 2001

EXHIBIT "A"**Legal Description of 16th Road Right-of-Way Property****16th Road Right-of-Way**

A parcel of land being a portion of Sections 28 and 29, Township 10 South, Range 31 East, Flagler County, Florida being more particularly described as follows:

Commencing at the intersection of the East Right-of-Way line of State Road A-1-A (a 100 foot wide Right-of-Way) and the North Right-of-Way line of 16th Road (an 80 foot wide Right-of-Way); thence North 71°10'52" East along the said North Right-of-Way line of 16th Road, for 1238.93 feet to the West line of said Section 29 and the POINT OF BEGINNING of this description;

thence continuing North 71°10'52" East along the said North Right-of-Way line of 16th Road, for 2809 feet, more or less, to the mean high water line of the Atlantic Ocean;

thence South 19°33'12" East along the said mean high water line of the Atlantic Ocean, for 80.00 feet;

thence South 71°10'52" West along the South Right-of-Way line of 16th Road, for 2809 feet, more or less, to the said West line of Section 29;

thence North 19°50'00" West along the said West line of Section 29, for 80.01 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Ocean Hammock Golf Course Property

Six parcels of land being portions of Government Sections 20, 21, 28, 29 and 31, Township 10 South, Range 31 East, Flagler County, Florida being more particularly described as follows:

Commencing at the intersection of the North Right-of-Way line of Hotel Trace and the East Right-of-Way Line of Ocean Way as shown on the SUBDIVISION PLAT OF OCEAN RIDGE as recorded in Map Book 30, Page 91 of the Public Records in and for Flagler County, Florida;

thence South $03^{\circ}30'58''$ East along the said East Right-of-Way line of Ocean Way, for 102.24 feet;
thence South $85^{\circ}29'02''$ West, for 60.00 feet to a point of intersection with the West Right-of-Way line of said Ocean Way, same point also being the POINT OF BEGINNING of Parcel 1;

thence Southerly and Easterly along the West and South Right-of-Way lines of said Ocean Way the following seven courses;

thence South $03^{\circ}30'58''$ East, for 161.59 feet;

thence Southeasterly along the arc of a tangent curve concave to the Northeast having a radius of 530.00 feet and a delta angle of $18^{\circ}38'11''$, for 172.39 feet;

thence South $22^{\circ}09'09''$ East along a tangent line, for 381.43 feet;

thence Southeasterly along the arc of a tangent curve concave to the Northeast having a radius of 514.49 feet and a delta angle of $19^{\circ}56'31''$, for 179.07 feet;

thence Southeasterly along the arc of a reverse curve concave to the Southwest having a radius of 1349.94 feet and a delta angle of $13^{\circ}30'02''$, for 318.08 feet;

thence South $28^{\circ}35'38''$ East along a tangent line, for 89.98 feet;

thence Southeasterly along the arc of a tangent curve concave to the Northeast having a radius of 530.00 feet and a delta angle of $74^{\circ}20'26''$, for 687.67 feet;

thence departing said South Right-of-Way line of Ocean Way, southeasterly along the arc of a non-tangent curve concave to the Northeast having a radius of 410.29 feet, a chord bearing of South $28^{\circ}14'10''$ East and a delta angle of $24^{\circ}55'57''$, for 178.54 feet;

thence Southeasterly and Southwesterly along the arc of a reverse curve concave to the Northwest having a radius of 150.00 feet and a delta angle of $141^{\circ}78'05''$, for 369.93 feet;

thence North $79^{\circ}24'04''$ West along a tangent line, for 287.77 feet;

thence North $84^{\circ}34'33''$ West, for 247.49 feet;

thence South $47^{\circ}20'58''$ West, for 50.00 feet;

thence North $42^{\circ}39'02''$ West, for 679.43 feet;

thence South $62^{\circ}59'42''$ West, for 535.82 feet;

thence South $70^{\circ}10'00''$ West, for 2.00 feet;

thence North $19^{\circ}50'00''$ West along the East Right-of-Way line of Hammock Dunes Parkway as shown on the said SUBDIVISION PLAT OF OCEAN RIDGE, for 218.10 feet;

thence departing said East Right-of-Way line of Hammock Dunes Parkway, North $07^{\circ}10'00''$ East, for 98.64 feet;

thence North $20^{\circ}39'26''$ West, for 114.94 feet;

thence North 60°26'18" East, for 175.79 feet;
 thence South 27°39'10" East, for 294.63 feet;
 thence North 82°20'50" East, for 20.50 feet;
 thence North 62°59'42" East, for 372.96 feet;
 thence North 18°49'12" West, for 61.80 feet;
 thence North 32°12'21" West, for 250.00 feet;
 thence North 45°55'09" West, for 127.91 feet;
 thence North 26°10'42" West, for 286.83 feet;
 thence North 28°13'53" West, for 116.50 feet;
 thence Northwesterly along the arc of a non-tangent curve concave to the Northeast having a radius of 530.00 feet, a chord bearing of North 09°51'32" West and a delta angle of 21°47'38", for 201.60 feet;
 thence Northeasterly and Northwesterly along the arc of a reverse curve concave to the Southwest having a radius of 645.00 feet and a delta angle of 16°56'13", for 190.67 feet;
 thence North 15°53'56" West along a tangent line, for 152.26 feet;
 thence Easterly along the Southerly Right-of-Way line of said Hotel Trace the following three courses;
 thence Northeasterly and Southeasterly along the arc of a non-tangent curve concave to the Southwest having a radius of 669.99 feet, a chord bearing of South 88°17'33" East and a delta angle of 107°2'54", for 119.45 feet;
 thence South 83°11'08" East along a non-tangent line, for 228.68 feet;
 thence Southeasterly along the arc of a non-tangent curve concave to the Southwest having a radius of 30.00 feet, a chord bearing of South 43°21'05" East, and a delta angle of 79°40'15", for 41.72 feet to the POINT OF BEGINNING of Parcel 1.

TOGETHER WITH PARCEL 2:

Commencing at the said intersection of the North Right-of-Way line of Hotel Trace and the East Right-of-Way line of Ocean Way,
 thence South 03°30'58" West along the said East Right-of-Way line of Ocean Way, for 41.90 feet to the POINT OF BEGINNING of Parcel 2;
 thence North 06°29'01" East along the East line of the plat of OCEAN WAY NORTH as recorded in Map Book 32, Page 8 of the said Public Records, for 203.79 feet;
 thence departing said East line of OCEAN WAY NORTH, along the Southerly lines of the plat of OCEAN HAMMOCK PARCEL B-1 as recorded in Map Book 31, Page 65 of the said Public Records, the following four courses;
 thence South 84°16'49" East, for 318.40 feet;
 thence South 62°34'35" East, for 348.14 feet;
 thence South 47°40'04" East, for 614.98 feet;
 thence North 81°32'22" East, for 87.65 feet;

thence Southerly, departing said Southerly line of OCEAN HAMMOCK PARCEL B-1, along the West lines of "Tract A" as shown on the said SUBDIVISION PLAT OF OCEAN RIDGE the following eleven courses;

thence South $47^{\circ}01'37''$ East, for 45.42 feet;

thence South $11^{\circ}19'24''$ East, for 30.25 feet;

thence South $21^{\circ}26'52''$ West, for 88.02 feet;

thence South $03^{\circ}18'10''$ East, for 109.65 feet;

thence South $12^{\circ}13'45''$ West, for 46.35 feet;

thence South $07^{\circ}25'43''$ West, for 81.78 feet;

thence South $08^{\circ}38'24''$ East, for 109.60 feet;

thence South $18^{\circ}30'12''$ East, for 182.97 feet;

thence South $02^{\circ}41'32''$ West, for 214.83 feet;

thence South $08^{\circ}39'34''$ East, for 67.57 feet;

thence South $16^{\circ}20'04''$ East, for 14.13 feet;

thence departing said West line of "Tract A", South $69^{\circ}00'32''$ West along the North Right-of-Way line of said Ocean Way, for 205.68 feet;

thence Southwesterly along the said North Right-of-Way line of Ocean Way, same line also being along the arc of a tangent curve concave to the Northwest having a radius of 470.00 feet and a delta angle of $08^{\circ}50'58''$, for 72.59 feet;

thence departing said North Right-of-Way line, along the Easterly and Northerly line: of the plat of CYPRESS HAMMOCK as recorded in Map Book 31, Page 95 of the said Public Records, the following seven courses;

thence North $12^{\circ}08'30''$ West along a radial line, for 113.02 feet;

thence North $36^{\circ}49'27''$ East, for 38.75 feet;

thence Northeasterly and Northwesterly along the arc of a tangent curve concave to the Northwest having a radius of 170.00 feet and a delta angle of $78^{\circ}28'58''$, for 232.86 feet;

thence Northwesterly along the arc of a non-tangent curve concave to the Southwest having a radius of 1141.46 feet, a chord bearing of North $37^{\circ}24'17''$ West and a delta angle of $49^{\circ}49'0''$, for 992.50 feet;

thence Northwesterly and Southwesterly along the arc of a non-tangent curve concave to the Southwest having a radius of 170.00 feet, a chord bearing of North $80^{\circ}41'17''$ West and a delta angle of $95^{\circ}04'31''$, for 282.09 feet;

thence Southwesterly along the arc of a non-tangent curve concave to the Northwest having a radius of 70.00 feet, a chord bearing of South $66^{\circ}48'31''$ West and a delta angle of $30^{\circ}42'11''$ for 37.51 feet;

thence South $82^{\circ}09'37''$ West along a tangent line, for 119.39 feet;

thence Northeasterly, departing said Northerly line of CYPRESS HAMMOCK, along the said East Right-of-Way line of Ocean Way, same line also being along the arc of a non-tangent curve concave to the Northeast having a radius of 470.00 feet, a chord bearing of North $09^{\circ}00'55''$ West and a delta angle of $10^{\circ}59'54''$, for 90.22 feet;

thence North $03^{\circ}30'58''$ West along the said East Right-of-Way line of Ocean Way and a tangent line, for 221.92 feet to the POINT OF BEGINNING of Parcel 2.

TOGETHER WITH PARCEL 3:

Commencing at the said intersection of the North Right-of-Way line of Hotel Trace and the East Right-of-Way line of Ocean Way;

thence Southwesterly and Northwesterly along the said North Right-of-Way line of Hotel Trace and along a curve concave to the Northwest having a radius of 350.00 feet, a chord bearing of South 89°54'58" West and a delta angle of 08°41'46", for 53.12 feet to the POINT OF BEGINNING of Parcel 3;

thence Westerly along the said North Right-of-Way line of Hotel Trace and along a curve concave to the Northeast having a radius of 350.00 feet, a chord bearing of North 84°27'37" West and a delta angle of 02°33'04", for 15.58 feet;

thence North 83°11'08" West along the said North Right-of-Way line of Hotel Trace, for 230.62 feet;

thence departing said North Right-of-Way line, along the Northerly lines of the plat of OCEAN HAMMOCK PARCEL B-4 as recorded in Map Book 31, Page 63 of the said Public Records, the following three courses;

thence North 61°56'27" West, for 361.25 feet;

thence Northwesterly along the arc of a non-tangent curve concave to the Southwest having a radius of 126.19 feet, a chord bearing of North 65°52'52" West and a delta angle of 10°51'50", for 23.96 feet;

thence North 69°48'30" West along a non-tangent line, for 761.97 feet;

thence departing said Northerly line of OCEAN HAMMOCK PARCEL B-4, along the Easterly line of the plat of HAMMOCK DUNES PARKWAY EXTENSION as recorded in Map Book 32, Page 5, same line also being along the arc of a non-tangent curve concave to the Southwest having a radius of 660.10 feet, a chord bearing of North 48°52'55" West and a delta angle of 05°57'15", for 68.59 feet;

thence departing said Easterly line of HAMMOCK DUNES PARKWAY, along the Easterly lines of the plat of OCEAN HAMMOCK PARCEL B-3 as recorded in Map Book 31, Page 97 of the said Public Records, the following six courses;

thence North 14°22'18" West along a non-tangent line, for 162.97 feet;

thence North 12°49'17" West, for 449.78 feet;

thence Northwesterly along the arc of a non-tangent curve concave to the Southwest having a radius of 664.19 feet, a chord bearing of North 11°54'50" West and a delta angle of 00°21'41", for 5.54 feet;

thence North 11°00'23" West along a non-tangent line, for 579.55 feet;

thence Northwesterly and Northeasterly along the arc of a tangent curve concave to the Northeast having a radius of 175.00 feet and a delta angle of 18°40'13", for 57.03 feet;

thence North 07°39'51" East along a tangent line, for 838.49 feet;

thence departing said Easterly line of OCEAN HAMMOCK PARCEL B-3, along the Westerly lines of the plat of OCEAN HAMMOCK PARCEL B-5 as recorded in Map Book 32, Page 13 of the said Public Records, the following three courses;

thence continuing North 07°39'51" East, for 64.72 feet;

thence Northeasterly and Southeasterly along the arc of a non-tangent curve concave to the Southeast having a radius of 310.00 feet, a chord bearing of North 86°09'56" East and a delta angle of 25°10'29", for 136.21 feet;

thence South 05°52'32" East along a non-tangent line, for 257.71 feet;

thence departing said Southerly line of OCEAN HAMMOCK PARCEL B-5, along the Westerly and Southerly lines of the plat of OCEAN HAMMOCK PARCEL B-2 as recorded in Map Book 31, Page 17 of the said Public Records, the following twelve courses;

thence continuing South 05°52'32" East, for 640.14 feet;

thence Southeasterly along the arc of a non-tangent curve concave to the Northeast having a radius of 210.79 feet, a chord bearing of South 07°09'16" East and a delta angle of 08°32'41", for 31.44 feet;

thence South 11°00'23" East along a non-tangent line, for 546.01 feet;

thence South 12°49'17" East, for 553.07 feet;

thence Southeasterly along the arc of a tangent curve concave to the Northeast having a radius of 80.00 feet and a delta angle of 71°20'54", for 99.62 feet;

thence South 84°10'12" East along a tangent line, for 475.71 feet;

thence Southeasterly along the arc of a tangent curve concave to the Southwest having a radius of 175.00 feet and a delta angle of 22°12'31", for 67.83 feet;

thence South 61°57'40" East along a tangent line, for 218.72 feet;

thence North 28°02'20" East, for 22.27 feet;

thence South 56°17'30" East, for 206.21 feet;

thence Southeasterly along the arc of a tangent curve concave to the Northeast having a radius of 145.00 feet and a delta angle of 27°13'28", for 68.90 feet;

thence South 83°30'59" East along a tangent line, for 14.55 feet to a point to be hereinafter referred to as "POINT A";

thence departing the said Southerly line of OCEAN HAMMOCK PARCEL B-2, along the West line of the said plot of OCEAN WAY NORTH, South 06°29'01" West, for 298.21 feet to the POINT OF BEGINNING of Parcel 3.

TOGETHER WITH PARCEL 4:

Commencing at the before mentioned "POINT A"; thence Northerly along the West line of said plot of OCEAN WAY NORTH the following two courses; thence North 06°29'01" East, for 22.60 feet; thence Northeasterly and Northwesterly along the arc of a tangent curve concave to the Southwest having a radius of 370.00 feet and a delta angle of 10°15'39", for 66.26 feet to the POINT OF BEGINNING of Parcel 4;

thence along the Easterly lines of said plot of OCEAN HAMMOCK PARCEL B-2 the following six courses;

thence North 61°57'40" West along a non-tangent line, for 235.92 feet;

thence Northwesterly along the arc of a non-tangent curve concave to the Northeast having a radius of 75.00 feet, a chord bearing of North 48°37'39" West and a delta angle of 49°44'23", for 65.11 feet;

thence North 23°45'24" West along a tangent line, for 793.35 feet;

thence Northwesterly and Northeasterly along the arc of a non-tangent curve concave to the Northeast having a radius of 175.00 feet, a chord bearing of North 09°05'41" West and a delta angle of 29°34'10", for 90.31 feet;

thence North 05°41'24" East along a tangent line, for 534.00 feet;

thence Northeasterly along the arc of a tangent curve concave to the Southeast having a radius of 175.00 feet and a delta angle of 09°09'50", for 27.99 feet;

thence departing said Easterly lines of OCEAN HAMMOCK PARCEL B-2, along the Southerly, Easterly and Northerly lines of the said plot of OCEAN HAMMOCK PARCEL B-5 the following fifteen courses;

thence continuing Northeasterly along the arc of the last described curve through a delta angle of $64^{\circ}09'44''$, for 195.97 feet;

thence Northeasterly and Northwesterly along the arc of a reverse curve concave to the Northwest having a radius of 180.00 feet and a delta angle of $96^{\circ}47'51''$, for 304.10 feet;

thence Northwesterly and Northeasterly along the arc of a non-tangent curve concave to the Southeast having a radius of 75.00 feet, a chord bearing of North $10^{\circ}25'25''$ East and a delta angle of $55^{\circ}47'18''$, for 73.03 feet;

thence North $38^{\circ}19'22''$ East along a tangent line, for 597.70 feet;

thence Northeasterly and Southeasterly along the arc of a non-tangent curve concave to the Southeast having a radius of 175.00 feet, a chord bearing of North $67^{\circ}12'03''$ East and a delta angle of $57^{\circ}45'26''$, for 176.41 feet;

thence Northeasterly and Northwesterly along the arc of a non-tangent curve concave to the Northwest having a radius of 75.00 feet, a chord bearing of North $06^{\circ}44'38''$ East and a delta angle of $68^{\circ}12'58''$, for 89.29 feet;

thence North $27^{\circ}21'50''$ West along a tangent line, for 793.28 feet;

thence Northwesterly and Southwesterly along the arc of a tangent curve concave to the Southwest having a radius of 80.00 feet and a delta angle of $99^{\circ}58'07''$, for 139.58 feet;

thence South $52^{\circ}40'02''$ West along a tangent line, for 719.99 feet;

thence Southwesterly along the arc of a non-tangent curve concave to the Northwest having a radius of 175.10 feet, a chord bearing of South $59^{\circ}12'05''$ West and a delta angle of $13^{\circ}03'19''$, for 39.91 feet;

thence South $65^{\circ}44'11''$ West along a non-tangent line, for 455.71 feet;

thence Southwesterly and Northwesterly along the arc of a non-tangent curve concave to the Northwest having a radius of 175.87 feet, a chord bearing of South $84^{\circ}03'20''$ West and a delta angle of $36^{\circ}38'23''$, for 112.47 feet;

thence North $77^{\circ}31'49''$ West along a non-tangent line, for 215.00 feet;

thence South $44^{\circ}39'55''$ West, for 452.25 feet;

thence South $44^{\circ}39'18''$ West, for 27.61 feet;

thence departing said Northerly lines of OCEAN HAMMOCK PARCEL B-5, along the North line of said OCEAN HAMMOCK PARCEL B-3, South $88^{\circ}22'11''$ West, for 230.67 feet;

thence departing said North line of OCEAN HAMMOCK PARCEL B-3, along the said Easterly lines of the plot of HAMMOCK DUNES PARKWAY EXTENSION, the following two courses;

thence Northwesterly along the arc of a non-tangent curve concave to the Southwest having a radius of 1220.00 feet, a chord bearing of North $11^{\circ}06'36''$ West and a delta angle of $17^{\circ}26'49''$, for 371.50 feet;

thence North $19^{\circ}50'00''$ West along a tangent line, for 861.70 feet to a point of intersection with the South Right-of-Way line of 16th Road, said point to be hereinafter referred to as "POINT B";

thence North $71^{\circ}05'52''$ East, departing said Easterly lines of the plot of HAMMOCK DUNES PARKWAY EXTENSION, along the said South Right-of-Way line of 16th Road, for 2623.76 feet;

thence Southeasterly, departing said South Right-of-Way line of 16th Road, along the Mean High Water Line of the Atlantic Ocean the following sixteen courses:

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- thence South 19°33'14" East, for 599.64 feet;
- thence South 24°52'17" East, for 175.98 feet;
- thence South 21°31'22" East, for 87.56 feet;
- thence South 21°50'02" East, for 96.70 feet;
- thence South 18°19'53" East, for 97.39 feet;
- thence South 18°06'03" East, for 97.09 feet;
- thence South 20°47'05" East, for 95.68 feet;
- thence South 20°34'03" East, for 99.49 feet;
- thence South 23°20'03" East, for 103.19 feet;
- thence South 18°31'36" East, for 102.24 feet;
- thence South 21°13'17" East, for 96.56 feet;
- thence South 18°38'35" East, for 109.38 feet;
- thence South 20°16'49" East, for 101.26 feet;
- thence South 19°59'01" East, for 97.53 feet;
- thence South 24°03'42" East, for 96.38 feet;
- thence South 19°53'24" East, for 11.49 feet;
- thence departing said Mean High Water Line, South 70°06'36" West, for 197.84 feet;
- thence South 55°10'09" West, for 584.36 feet;
- thence North 51°40'38" West, for 148.63 feet;
- thence South 89°25'56" West, for 48.57 feet;
- thence South 38°19'22" West, for 110.08 feet;
- thence South 24°48'57" West, for 57.52 feet;
- thence South 46°34'14" West, for 77.20 feet;
- thence South 00°11'37" East, for 224.92 feet;
- thence South 58°44'04" West, for 122.86 feet;
- thence South 55°21'32" East, for 65.73 feet;
- thence Southeasterly and Southwesterly along the arc of a tangent curve concave to the Southwest having a radius of 150.00 feet and a delta angle of 64°32'21", for 168.96 feet;
- thence South 09°10'50" West along a tangent line, for 262.22 feet;

thence Southwesterly and Southeasterly along the arc of a tangent curve concave to the Southeast having a radius of 1000.00 feet and a delta angle of $14^{\circ}31'40''$, for 253.56 feet;

thence Southeasterly along the arc of a compound curve concave to the Northeast having a radius of 1540 feet and a delta angle of $13^{\circ}43'44''$, for 369.01 feet;

thence South $19^{\circ}04'35''$ East along a tangent line, for 177.07 feet; OFF REC 0786 PAGE 1489

thence South $48^{\circ}40'19''$ West, for 64.84 feet;

thence Southwesterly and Southeasterly along the arc of a tangent curve concave to the Southeast having a radius of 89.00 feet and a delta angle of $96^{\circ}04'03''$, for 149.23 feet;

thence South $47^{\circ}23'44''$ East along a tangent line, for 15.23 feet;

thence Southeasterly and Northeasterly along the arc of a tangent curve concave to the Northwest having a radius of 66.50 feet and a delta angle of $89^{\circ}39'07''$, for 104.05 feet;

thence Northeasterly along the arc of a compound curve concave to the Northwest having a radius of 36.00 feet and a delta angle of $25^{\circ}24'53''$, for 15.97 feet;

thence North $17^{\circ}32'17''$ East along a tangent line, for 18.98 feet;

thence Northeasterly along the arc of a tangent curve concave to the Northwest having a radius of 60.00 feet and a delta angle of $10^{\circ}15'34''$, for 10.74 feet;

thence Northeasterly along the arc of a reverse curve concave to the Southeast having a radius of 220.00 feet and a delta angle of $31^{\circ}18'57''$, for 120.24 feet;

thence Southeasterly along the arc of a non-tangent curve concave to the Northeast having a radius of 558.00 feet, a chord bearing of South $49^{\circ}41'54''$ East and a delta angle of $04^{\circ}39'00''$, for 45.29 feet;

thence Southerly along the said West lines of the plat of OCEAN WAY NORTH the following two courses;

thence Southwesterly and Southeasterly along the arc of a non-tangent curve concave to the Southeast having a radius of 430.00 feet, a chord bearing of South $04^{\circ}08'37''$ West and a delta angle of $39^{\circ}20'22''$, for 295.24 feet;

thence Southeasterly along the arc of a reverse curve concave to the Southwest having a radius of 370.00 feet and a delta angle of $11^{\circ}44'57''$, for 75.87 feet to the POINT OF BEGINNING of Parcel 4.

TOGETHER WITH PARCEL 5:

Commencing at the before mentioned "POINT B"; thence North $18^{\circ}49'12''$ West, for 110.27 feet; thence North $71^{\circ}10'48''$ East, for 210.60 feet to the POINT OF BEGINNING of Parcel 5;

thence along the Easterly lines of the plat of NORTSHORE PLAT ONE as recorded in Map Book 31, Page 87 of the said Public Records and the Westerly lines of the plat of NORTSHORE PLAT FOUR as recorded in Map Book 31, Page 90 of the said Public Records the following six courses;

thence North $03^{\circ}08'04''$ West, for 786.71 feet;

thence North $07^{\circ}43'27''$ West, for 492.99 feet;

thence Northwesterly and Northeasterly along the arc of a tangent curve concave to the Southeast having a radius of 175.00 feet and a delta angle of $97^{\circ}27'08''$, for 297.65 feet to a point to be hereinafter referred to as "POINT C";

thence continuing Northeasterly and Southeasterly along the arc of the last described curve through a delta angle of $82^{\circ}32'52''$, for 252.13 feet;

thence South 07°43'27" East along a tangent line, for 500.00 feet;

thence Southeasterly and Southwesterly along the arc of a tangent curve concave to the Northwest having a radius of 175.00 feet and a delta angle of 12°20'53", for 37.72 feet to the Southwest corner of said NORTSHORE PLAT FOUR;

thence continuing Southwesterly, departing said West line of NORTSHORE PLAT FOUR, along the arc of the last described curve through a delta angle of 06°36'11", for 20.17 feet;

thence South 11°13'37" West along a tangent line, for 793.72 feet;

thence Southwesterly and Northwesterly along the arc of a tangent curve concave to the Northeast having a radius of 75.00 feet and a delta angle of 165°38'18", for 216.82 feet to the POINT OF BEGINNING of Parcel 5.

TOGETHER WITH PARCEL 6:

Commencing at the before mentioned "POINT C"; thence North 00°16'19" West, for 50.00 feet to the POINT OF BEGINNING of Parcel 6;

thence along the Northerly lines of the said plat of NORTSHORE PLAT ONE the following two courses;

thence Northwesterly along the arc of a non-tangent curve concave to the Northeast having a radius of 75.00 feet, a chord bearing of North 61°40'34" West and a delta angle of 57°11'30", for 74.86 feet;

thence North 34°00'03" West along a non-tangent line, for 12.52 feet to a point on the Northerly line of said NORTSHORE PLAT ONE;

thence departing said Northerly lines of NORTSHORE PLAT ONE, North 34°00'03" West, for 779.89 feet;

thence Northwesterly along the arc of a non-tangent curve concave to the Northeast having a radius of 175.00 feet, a chord bearing of North 22°32'11" West and a delta angle of 22°55'0", for 70.03 feet;

thence North 11°04'19" West along a non-tangent line, for 653.09 feet;

thence North 22°40'09" East, for 393.07 feet;

thence Northeasterly along the arc of a tangent curve concave to the Southeast having a radius of 175.00 feet and a delta angle of 08°29'40", for 25.94 feet;

thence North 05°23'23" West along a non-tangent line, for 65.53 feet;

thence North 02°29'07" West, for 61.48 feet;

thence North 07°15'53" West, for 81.92 feet;

thence North 08°23'02" West, for 69.12 feet;

thence North 02°36'13" West, for 53.35 feet;

thence South 73°12'59" East, for 2061.09 feet to a point of intersection with the Mean High Water Line of the Atlantic Ocean;

thence Southeasterly along the said Mean High Water line the following twenty-two courses;

thence South 19°43'04" East, for 2.16 feet;

thence South 22°22'17" East, for 103.66 feet;

thence South 18°17'00" East, for 99.58 feet;
 thence South 15°18'59" East, for 101.06 feet;
 thence South 22°23'04" East, for 97.43 feet;
 thence South 21°38'42" East, for 98.66 feet;
 thence South 19°14'57" East, for 104.53 feet;
 thence South 17°41'40" East, for 103.22 feet;
 thence South 18°55'14" East, for 105.63 feet;
 thence South 19°51'03" East, for 99.89 feet;
 thence South 21°22'22" East, for 98.42 feet;
 thence South 20°20'54" East, for 98.61 feet;
 thence South 16°29'41" East, for 97.78 feet;
 thence South 19°43'06" East, for 99.16 feet;
 thence South 18°15'12" East, for 99.82 feet;
 thence South 15°23'43" East, for 102.05 feet;
 thence South 16°25'50" East, for 94.32 feet;
 thence South 15°43'56" East, for 94.51 feet;
 thence South 17°44'09" East, for 100.33 feet;
 thence South 18°22'32" East, for 96.52 feet;
 thence South 16°55'40" East, for 40.52 feet;
 thence South 19°33'14" East, for 583.49 feet;
 thence South 71°10'52" West, departing said Mean High Water line, along the North Right-of-Way line of said 16th Road, for 888.89 feet;
 thence departing said North Right-of-Way line of 16th Road, North 18°49'08" West, for 236.00 feet;
 thence North 71°10'52" East, for 430.00 feet;
 thence North 30°30'55" East, for 36.85 feet;
 thence Northwesterly along the arc of a non-tangent curve concave to the Northeast having a radius of 175.00 feet, a chord bearing of North 47°18'23" West and a delta angle of 24°21'25", for 74.39 feet;
 thence North 34°42'17" West along a non-tangent line, for 277.51 feet;
 thence North 17°16'33" West, for 564.82 feet to the Southeast corner of said NORTHSHORE PLAT FOUR;
 thence Northerly and Westerly along the Easterly and Northerly lines of said NORTHSHORE PLAT FOUR, the following eight courses:

thence continuing North $17^{\circ}16'33''$ West, for 64.26 feet;

thence North $08^{\circ}05'35''$ West, for 653.77 feet;

thence Northwesterly along the arc of a tangent curve concave to the Southwest having a radius of 100.00 feet and a delta angle of $45^{\circ}09'29''$, for 78.82 feet;

thence South $67^{\circ}13'50''$ West along a non-tangent line, for 248.56 feet;

thence South $48^{\circ}35'24''$ West, for 166.48 feet;

thence Southwesterly along the arc of a tangent curve concave to the Southeast having a radius of 150.00 feet and a delta angle of $41^{\circ}53'06''$, for 109.65 feet;

thence South $06^{\circ}42'19''$ West along a tangent line, for 94.58 feet;

thence Southwesterly, Northwesterly and Northeasterly along the arc of a tangent curve concave to the Northeast having a radius of 175.00 feet and a delta angle of $180^{\circ}00'00''$, for 543.78 feet to the Northwesterly corner of said NORTSHORE PLAT FOUR;

thence, departing said Northerly line of NORTSHORE PLAT FOUR, North $06^{\circ}42'19''$ East, along a tangent line, for 400.00 feet;

thence Northeasterly along the arc of a tangent curve concave to the Southeast having a radius of 175.00 feet and a delta angle of $38^{\circ}06'36''$, for 116.40 feet;

thence North $44^{\circ}46'20''$ East along a non-tangent line, for 348.79 feet;

thence Northeasterly and Northwesterly along the arc of a tangent curve concave to the Southwest having a radius of 75.00 feet and a delta angle of $117^{\circ}59'19''$, for 154.45 feet;

thence North $73^{\circ}12'59''$ West along a tangent line, for 277.45 feet;

thence Northwesterly along the arc of a tangent curve concave to the Northeast having a radius of 175.00 feet and a delta angle of $14^{\circ}21'41''$, for 43.86 feet;

thence North $58^{\circ}51'18''$ West along a tangent line, for 603.47 feet;

thence Northwesterly and Southwesterly along the arc of a tangent curve concave to the Southeast having a radius of 75.00 feet and a delta angle of $98^{\circ}28'33''$, for 128.90 feet;

thence South $22^{\circ}40'09''$ West along a tangent line, for 395.51 feet;

thence South $11^{\circ}04'19''$ East, for 533.84 feet;

thence South $19^{\circ}38'18''$ East, for 780.25 feet;

thence Southeasterly and Southwesterly along the arc of a non-tangent curve concave to the Northwest having a radius of 75.00 feet, a chord bearing of South $34^{\circ}54'46''$ West and a delta angle of $109^{\circ}37'50''$, for 143.51 feet to the POINT OF BEGINNING OF PARCEL 6.

EXHIBIT "C"

LEGAL DESCRIPTION OF THE NORTHSORE PROPERTY

All lands lying within Ocean Hammock Parcel B-1, according to the plat thereof recorded in Map Book 31, Pages 65 through 66, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Ocean Hammock Parcel B-2, according to the plat thereof recorded in Map Book 31, Pages 77 through 79, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Ocean Hammock Parcel B-3, according to the plat thereof recorded in Map Book 31, Pages 97 through 99, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Ocean Hammock Parcel B-4, according to the plat thereof recorded in Map Book 31, Pages 63 through 64, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Ocean Hammock Parcel B-5, according to the plat thereof recorded in Map Book 32, Pages 13 through 16, of the Public Records of Flagler County, Florida.

LESS AND EXCEPT:

Lots 36 through 114 lying within Parcel B-5, according to the plat thereof recorded in Map Book 32, Pages 13 through 16, of the Public records of Flagler County, Florida.

LEGAL DESCRIPTION OF THE NORTSHORE INVESTMENT PROPERTY

All lands lying within Northshore Plat One, according to the plat thereof recorded in Map Book 31, Pages 87 through 89, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Northshore Plat Two, according to the plat thereof recorded in Map Book 32, Pages 71 through 75, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Northshore Plat Three, according to the plat thereof recorded in Map Book 32, Pages 76 through 78, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Northshore Plat Four, according to the plat thereof recorded in Map Book 31, Pages 90 through 92, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

Lots 36 through 114 located within Parcel B-5, according to the plat thereof recorded in Map Book 32, Pages 13 through 16 of the Public Records of Flagler County, Florida.

TOGETHER WITH:

All lands lying within Northshore Plat Five, according to the plat thereof recorded in Map Book 32, Pages 38 through 40, of the Public Records of Flagler County, Florida.

TOGETHER WITH:

Lots 10 and 11 located within Northshore Plat Five, according to the plat thereof recorded in Map Book 32, Pages 38 through 40, of the Public Records of Flagler County, Florida.

LESS AND EXCEPT:

Continued on next page.

A PARCEL OF LAND LOCATED IN SECTIONS 28 AND 29, TOWNSHIP 10 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AS SHOWN ON A PLAT ENTITLED "NORTHSHORE PLAT FIVE" PREPARED BY TOMOKA ENGINEERING, DATED JANUARY 16, 2001 AND RECORDED MARCH 19, 2001 IN MAP BOOK 32 AT PAGES 38, 39 AND 40 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF NORTHSHORE PLAT ONE, THENCE N71°10'52"E A DISTANCE OF 1458.93 FEET TO A CONCRETE MONUMENT; THENCE N18°49'08"W, A DISTANCE OF 172.21 FEET TO A POINT BEING THE NORTH LINE OF PARCEL 3, NORTHSHORE PLAT FIVE; THENCE S71°10'52"W, 80.38 FEET TO A POINT BEING THE EAST LINE OF PARCEL 1B, NORTHSHORE PLAT FIVE. THENCE N18°49'08"W, 154.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE S63°49'08"E, A DISTANCE OF 20.87 FEET TO A POINT; THENCE N26°10'52"E, A DISTANCE OF 81.05 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 111.16 FEET TO A POINT; THENCE S63°49'08"E, A DISTANCE OF 29.11 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 49.21 FEET TO A POINT; THENCE N26°10'52"E, A DISTANCE OF 47.11 FEET TO A POINT; THENCE N18°49'08"W, A DISTANCE OF 45.07 FEET TO A POINT; THENCE N26°10'52"E, A DISTANCE OF 7.07 FEET TO A POINT; THENCE N18°49'08"W, A DISTANCE OF 106.41 FEET TO A POINT; THENCE N63°49'08"W, A DISTANCE OF 7.07 FEET TO A POINT; THENCE N18°49'08"W, A DISTANCE OF 45.07 FEET TO A POINT; THENCE N63°49'08"W, A DISTANCE OF 47.11 FEET TO A POINT; THENCE S71°10'52"W, A DISTANCE OF 49.21 FEET TO A POINT; THENCE S26°10'52"W, A DISTANCE OF 29.11 FEET TO A POINT; THENCE S71°10'52"W, A DISTANCE OF 111.16 FEET TO A POINT; THENCE N63°49'07"W, A DISTANCE OF 81.05 FEET TO A POINT; THENCE S26°10'53"W, A DISTANCE OF 46.54 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 21.66 FEET TO A POINT; THENCE S71°10'52"W, A DISTANCE OF 298.84 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 73.76 FEET TO A POINT; THENCE S71°10'52"W, A DISTANCE OF 81.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4.33 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 2°28'53", A CHORD BEARING OF S17°46'15"E, AND A CHORD DISTANCE OF 4.33 FEET TO A POINT; THENCE S18°49'08"E A DISTANCE OF 0.67 FEET TO A POINT; THENCE S63°49'08"E, A DISTANCE OF 35.36 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 30.00 FEET TO A POINT; THENCE S26°10'52"W, A DISTANCE OF 31.11 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 79.02 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 81.74 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 298.84 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 21.66 FEET TO A POINT; THENCE S63°49'08"E, A DISTANCE OF 25.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 156,212 SQUARE FEET OR 3.586 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH EASEMENTS GRANTED FROM NORTHSHORE OCEAN HAMMOCK INVESTMENT, L.P. TO DRAKE DEVELOPMENT FLA LLC CONTAINED IN NORTHSHORE INVESTMENT EASEMENT AGREEMENT DATED MAY 1, 2001, RECORDED IMMEDIATELY PRIOR HERETO.

LEGAL DESCRIPTION OF THE DRAKE PROPERTY

A PARCEL OF LAND LOCATED IN SECTIONS 28 AND 29, TOWNSHIP 10 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AS SHOWN ON A PLAT ENTITLED "NORTHSHORE PLAT FIVE" PREPARED BY TOMOKA ENGINEERING, DATED JANUARY 16, 2001 AND RECORDED MARCH 19, 2001 IN MAP BOOK 32 AT PAGES 38, 39 AND 40 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF NORTHSHORE PLAT ONE, THENCE N71°10'52"E A DISTANCE OF 1458.93 FEET TO A CONCRETE MONUMENT; THENCE N18°49'08"W, A DISTANCE OF 172.21 FEET TO A POINT BEING THE NORTH LINE OF PARCEL 3, NORTHSHORE PLAT FIVE; THENCE S71°10'52"W, 80.38 FEET TO A POINT BEING THE EAST LINE OF PARCEL 1B, NORTHSHORE PLAT FIVE. THENCE N18°49'08"W, 154.70 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION:

THENCE S63°49'08"E, A DISTANCE OF 20.87 FEET TO A POINT; THENCE N26°10'52"E, A DISTANCE OF 81.05 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 111.16 FEET TO A POINT; THENCE S63°49'08"E, A DISTANCE OF 29.11 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 49.21 FEET TO A POINT; THENCE N26°10'52"E, A DISTANCE OF 47.11 FEET TO A POINT; THENCE N18°49'08"W, A DISTANCE OF 45.07 FEET TO A POINT; THENCE N26°10'52"E, A DISTANCE OF 7.07 FEET TO A POINT; THENCE N18°49'08"W, A DISTANCE OF 106.41 FEET TO A POINT; THENCE N63°49'08"W, A DISTANCE OF 7.07 FEET TO A POINT; THENCE N18°49'08"W, A DISTANCE OF 45.07 FEET TO A POINT; THENCE N63°49'08"W, A DISTANCE OF 47.11 FEET TO A POINT; THENCE S71°10'52" W, A DISTANCE OF 49.21 FEET TO A POINT; THENCE S26°10'52"W, A DISTANCE OF 29.11 FEET TO A POINT; THENCE S71°10'52"W, A DISTANCE OF 111.16 FEET TO A POINT; THENCE N63°49'07"W, A DISTANCE OF 81.05 FEET TO A POINT; THENCE S26°10'53"W, A DISTANCE OF 46.54 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 21.66 FEET TO A POINT; THENCE S71°10'52"W, A DISTANCE OF 298.84 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 73.76 FEET TO A POINT; THENCE S71°10'52"W, A DISTANCE OF 81.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 4.33 FEET SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 2°28'53", A CHORD BEARING OF S17°46'15"E, AND A CHORD DISTANCE OF 4.33 FEET TO A POINT; THENCE S18°49'08"E A DISTANCE OF 0.67 FEET TO A POINT; THENCE S63°49'08"E, A DISTANCE OF 35.36 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 30.00 FEET TO A POINT; THENCE S26°10'52"W, A DISTANCE OF 31.11 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 79.02 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 81.74 FEET TO A POINT; THENCE N71°10'52"E, A DISTANCE OF 298.84 FEET TO A POINT; THENCE S18°49'08"E, A DISTANCE OF 21.66 FEET TO A POINT; THENCE S63°49'08"E, A DISTANCE OF 25.67 FEET TO THE POINT OF BEGINNING.

CONTAINING: 156,212 SQUARE FEET OR 3.586 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH EASEMENTS GRANTED FROM NORTHSHORE OCEAN HAMMOCK INVESTMENT, L.P. TO DRAKE DEVELOPMENT FLA LLC CONTAINED IN NORTHSHORE INVESTMENT EASEMENT AGREEMENT DATED MAY 1, 2001, RECORDED IMMEDIATELY PRIOR HERETO.



GEE & JENSON

ENGINEERS-ARCHITECTS-PLANNERS, INC.
ONE HARVARD CIRCLE WEST PALM BEACH, FL 33409
561/513-8500
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB2934

LOWE/OCEAN HAMMOCK, LTI
Job No. 97-153.06
By: JAS Chk: GWB
JULY 5, 2000

OFF
REC 0786 PAGE 1497

EXHIBIT "D"

Golf Cart Bridge and Tunnel Easement Area

DESCRIPTION

GOLF CART BRIDGE EASEMENT

A parcel of land being a portion of Section 28, Township 10 South, Range 31 East, Flagler County, Florida being more particularly described as follows:

Commencing at the Southwest corner of the plat of Northshore Plat One as recorded in Map Book 31, Page 87 of the Public Records in and for Flagler County, Florida; thence North 71°10'52" East along the South line of said Northshore Plat One and the Easterly extension thereof, same line also being the North Right-Of-way line of 16th Road (an 80 foot wide Right-Of-Way), for 2422.60 feet to the POINT OF BEGINNING of this description;

thence continuing North 71°10'52" East along the said North Right-Of-Way line of 16th Road, for 30.00 feet;

thence South 18°50'43" East, for 80.00 feet;

thence South 71°10'52" West along the South Right-Of-Way line of said 16th Road, for 30.00 feet;

thence North 18°50'43" West, for 80.00 feet to the POINT OF BEGINNING.

Containing 0.06 Acres, more or less.

SCALE: 1" = 400'

Township 10 South
Range 31 East
Flagler County, FL

ATLANTIC OCEAN

MEAN HIGH WATER LINE

N71°10'52"E 30.00' S18°50'43"E 80.00'

FUTURE PLAT OF OCEAN HAMMOCK GOLF COURSE (LOWE OCEAN HAMMOCK INVESTMENT, L.P.)

P.O.B.

COASTAL CONSTRUCTION CONTROL LINE S71°10'52"W 30.00'

N18°50'43"W 80.00'

OFF REC 0786 PAGE 1498

NORTHSHORE PLAT FOUR MAP BOOK 31, PAGE 90 (NORTHSHORE OCEAN HAMMOCK INVESTMENT, L.P.)

FUTURE PLAT OF NORTHSHORE PLAT FIVE (NORTHSHORE OCEAN HAMMOCK INVESTMENT, L.P.)

FUTURE PLAT OF OCEAN HAMMOCK GOLF COURSE (LOWE OCEAN HAMMOCK INVESTMENT, L.P.)

FUTURE PLAT OF OCEAN HAMMOCK GOLF COURSE (LOWE OCEAN HAMMOCK INVESTMENT, L.P.)

NORTHSHORE PLAT ONE MAP BOOK 31, PAGE 87 (NORTHSHORE OCEAN HAMMOCK INVESTMENT, L.P.)

SECTION 28 SECTION 29

FUTURE PLAT OF HAMMOCK DUNES PARKWAY (NORTHSHORE HAMMOCK, L.P.)

South line of Northshore Plat One

West line of Section 29

UNPLATTED (FLAGLER COUNTY)

P.O.C. Southwest corner of Northshore Plat One

UNPLATTED (FLAGLER COUNTY)

SECTION 29 SECTION 40

UNPLATTED (FLAGLER COUNTY)

- LEGEND
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R/W RIGHT-OF-WAY
 - M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORD BOOK
 - PG. PAGE

EAST R/W LINE OF STATE ROAD A-1-A

STATE ROAD A-1-A (100' R/W)

NORTH R/W LINE OF 16th ROAD

16th ROAD 80' R/W

30' GOLF CART BRIDGE EASEMENT

SOUTH R/W LINE OF 16th ROAD

NORTH R/W LINE OF 16th ROAD N71°10'52"E 2422.60'

2 of 4

THIS SKETCH IS NOT A SURVEY

FILE: 97153/SURVEY/SKETCH & DESC/SK-BRIDGE.DWG

GEE & JENSON
ENGINEERS-ARCHITECTS-PLANNERS, INC.
ONE HARVARD CIRCLE WEST PALM BEACH, FL 33409
301/215-8500
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 129634

SKETCH AND DESCRIPTION
GOLF CART BRIDGE EASEMENT
OCEAN HAMMOCK
FLAGLER COUNTY, FLORIDA

DATE 5/25/05
BY JLB
DATE 7-5-09

NO.	DESCRIPTION	BY	DATE
97-153.06			
2			
3			



GEE & JENSON

ENGINEERS-ARCHITECTS-PLANNERS, INC.
ONE HARVARD CIRCLE WEST PALM BEACH, FL 33409
561/315-8500
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB2934

LOWE/OCEAN HAMMOCK, L.T.
Job No. 97-153.06
By: JAD Chk: GWB
JULY 5, 2000

OFF REC 0786 PAGE 1499

DESCRIPTION GOLF CART TUNNEL EASEMENT

A parcel of land being a portion of Sections 28 and 29, Township 10 South, Range 31 East, Flagler County, Florida being more particularly described as follows:

Commencing at the Southwest corner of the plat of Northshore Plat One as recorded in Map Book 31, Page 87 of the Public Records in and for Flagler County, Florida; thence North 71°10'52" East along the South line of said Northshore Plat One, same line also being the North Right-Of-Way line of 16th Road (an 80 foot wide Right-Of-Way), for 356.43 feet to the POINT OF BEGINNING of this description;

thence continuing North 71°10'52" East along the said South line of Northshore Plat One and the Easterly extension thereof, same line also being the said North Right-Of-Way line of 16th Road, for 30.00 feet;

thence South 18°49'12" East, for 80.00 feet;

thence South 71°10'52" West along the South Right-Of-Way line of said 16th Road, for 30.00 feet;

thence North 18°49'12" West, for 80.00 feet to the POINT OF BEGINNING.

Containing 0.06 Acres, more or less.

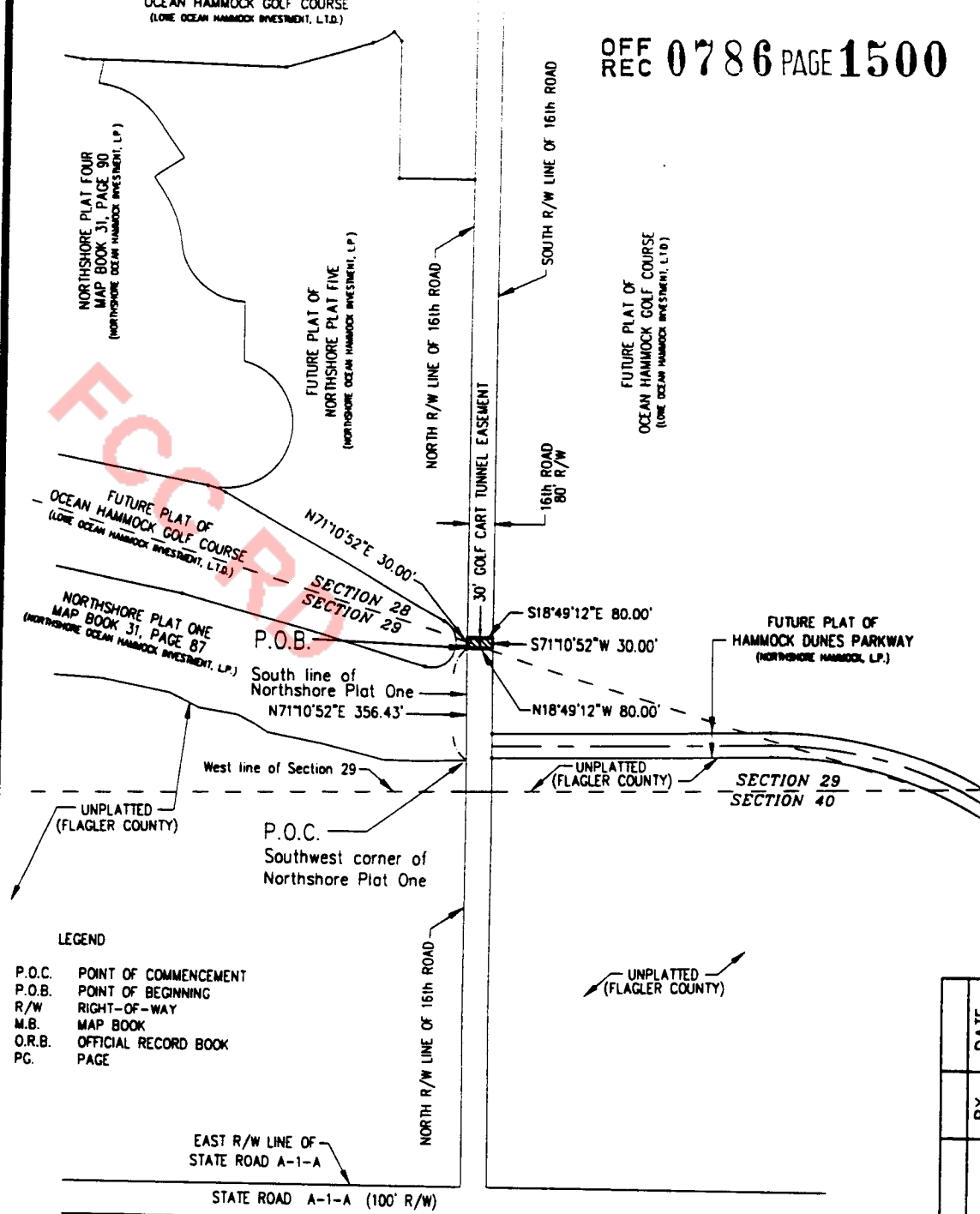
SCALE 1"=400'
 Township 10 South
 Range 31 East
 Flagler County, F

ATLANTIC OCEAN

MEAN HIGH WATER LINE

FUTURE PLAT OF OCEAN HAMMOCK GOLF COURSE (LOVE OCEAN HAMMOCK INVESTMENT, L.P.)
 COASTAL CONSTRUCTION CONTROL LINE

OFF REC 0786 PAGE 1500



FILE: 97153/SURVEY/SKETCH & DESC/SK - TUNNEL.DWG

- LEGEND
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R/W RIGHT-OF-WAY
 - M.B. MAP BOOK
 - O.R.B. OFFICIAL RECORD BOOK
 - PG. PAGE

4 of 4

THIS SKETCH IS NOT A SURVEY



GEE & JENSON
 ENGINEERS-ARCHITECTS-PLANNERS, INC.
 ONE HARVARD CIRCLE WEST PALM BEACH, FL 33409
 561/715-6500
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB2934

SKETCH AND DESCRIPTION
 GOLF CART TUNNEL EASEMENT
 OCEAN HAMMOCK
 FLAGLER COUNTY, FLORIDA

NO	DESCRIPTION	BY	DATE
1			
2			
3			

REVISIONS

97-153.0c
 SHEET
 2 of 3

Restroom Facilities



SCALE 1" = 50'

