



Flagler County Board of County Commissioners Meeting Agenda

June 6, 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:
 - 1) Budget Manager Brian Eichinger has earned the designation of Certified Government Finance Officer (CGFO) *(Requested by E. John Brower, Financial Services Director)*
 - 2) Emergency Management Specialist Bob Pickering received a Distinguished Service Award at Governor's Hurricane Conference *(Requested by Jonathan Lord, Emergency Management Director)*
 - 3) Beau Kruithoff has passed the National Paramedic Exam *(Requested by Chief Michael Tucker, Fire Rescue)*
 - 4b) Proclamations: None
 - 4c) Presentations: None
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 - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of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 April 2022
 - 2) Disbursement Report for Week Ending April 29, 2022
 - 3) Disbursement Report for Week Ending May 6, 2022
 - 4) Disbursement Report for Week Ending May 13, 2022
 - 6b) **Clerk: Approval of Board Meeting Minutes:** None

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 Jonathan Lord, Emergency Management Director)*
- 7-b) Approval of DAVID-GOV Memorandum of Understanding HSMV-0023-17 and Amendment 1:** Request the Board approve the DAVID-GOV Memorandum of Understanding HSMV-0023-17 and Amendment 1. *(Requested by Pam Wu, Human Resources Director)*
- 7-c) Request the Board Approve an Amendment to the Capital Improvement Plan (CIP), Substituting the Replacement of the Government Services Complex, Building 5 (General Services) HVAC Unit #1 for the Replacement of 2 HVAC Units at the Hammock Community Center, and Substituting the Replacement of Building 5 (General Services) HVAC Units #2 and #3 for the Replacement of Flagler County Inmate Facility Rooftop HVAC Unit to be Completed in FY22:** Request the Board approve the amendment of the CIP to include the replacement of two HVAC units at the Hammock Community Center and the replacement of one HVAC unit at the Flagler County Inmate Facility. *(Requested by Michael Dickson, General Services Director)*
- 7-d) Consideration of Distribution of Local Option Gas Tax FY 2022-2023:** Request the Board approve the Distribution Table as presented and authorize the County Engineer to forward this information to the Florida Department of Revenue. *(Requested by Faith Alkhatib, County Engineer)*
- 7-e) Consideration of the Florida Department of Transportation (FDOT) Five-Year Work Program Project Priority List for Fiscal Years 2023/2024 through 2027/2028:** Request the Board approve the FDOT Five-Year Work Program project priority list for fiscal years 2023/2024 through 2027/2028. *(Requested by Faith Alkhatib, County Engineer)*
- 7-f) Consideration of Project Recommendations and Ranking of the FDOT Transportation Alternative Priorities for Fiscal Years 2023/2024 through 2027/2028:** Request the Board approve staff's recommended FDOT Transportation Alternatives Program submittal for Fiscal Years 2023/2024 through 2027/2028. *(Requested by Faith Alkhatib, County Engineer)*
- 7-g) Consideration of Approval of State Funded Grant Agreement (SFGA) between the Florida Department of Transportation (FDOT) and Flagler County for the Roadway Stabilization Construction of County Road 90 from Hickory Street to County Road 75 project #CE00055 in the Amount of \$800,000, FDOT Financial Project No. 448759-1-54-01:** Request the Board approve the State Funded Grant Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation to complete the construction for the CR 90 Stabilization Project #CE00055 in the amount of \$800,000 and approve the attached Unanticipated Revenue Resolution. *(Requested by Faith Alkhatib, County Engineer)*
- 7-h) Consideration and Approval of the following: 1) Anticipated Initial Project Budget; 2) Bid Award; 3) Issuance of a Work Authorization; 4) Project Contingency; 5) Authorizing the County Administrator to Approve Change Orders, All for Construction of the Malacompra Road Resurfacing Improvements Project CE00029; and 6) Amend the Budget to Include the Budget Transfer from the Constitutional Gas Tax Fund 1112 Reserves and the Unanticipated Revenue Resolution:** Request the

Board approve the following: 1) anticipated Initial Project Budget of \$788,853; 2) Bid Award ITB 22-011 to P & S Paving, Inc in the amount of \$688,875; 3) Issuance of a Work Authorization to CONSOR Engineers, LLC, for providing CEI Services in the amount of \$58,503.34; 4) a Project Contingency of \$41,474.66; 5) authorizing the County Administrator to approve change orders or other project related documents, as approved by the County Attorney within the overall project budget, all for Construction of the Malacompra Road Resurfacing improvements project; and 6) amend the budget to include the Budget Transfer from the Constitutional Gas Tax Fund 1112 Reserves and the Unanticipated Revenue Resolution. *(Requested by Faith Alkhatib, County Engineer)*

- 7-i) **Consideration and approval of the following: 1) Bid Award 22-017B; 2) updated anticipated Project Budget; 3) authorizing the County Administrator to approve change orders, all for construction of the Water Oak Road Improvements from CR 2006 to Mahogany Blvd project #CE00041, and 4) amend the FY 2021-22 budget with three Budget Transfer from Reserves of Funds 1112, 1131, and 1311:** Request the Board approve the following: 1) Bid Award 22-017B to P&S Paving, Inc. for the construction of Water Oak Road Improvements in the amount of \$4,528,054.34 and authorize the Chair to execute the contract as approved as to form by the County Attorney; 2) approve the updated project budget that includes additional \$1,029,299.34 in local funds for construction phase costs; 3) authorize County Administrator to execute any change orders or other project related documents approved as to form by the County Attorney within the overall project budget, and 4) approve the 3 attached Budget Transfers. *(Requested by Faith Alkhatib, County Engineer)*
- 7-j) **Consideration and Approval of State Funded Grant Supplemental Agreement #1 Contract G1Z98 FM #446938-1-54-01 between the Florida Department of Transportation and Flagler County, for the Construction of Seascape Drive Repaving, Project #CE00053 in the Amount of \$158,803 and \$23,864 Anticipated Local Participation:** Request the Board approve the State Funded Grant Supplemental Agreement #1 and the Authorizing Resolution between Flagler County and the Florida Department of Transportation to complete the construction of Seascape Drive Repaving Project #CE00053 and approve the Budget Transfer and Unanticipated Revenue Resolution. *(Requested by Faith Alkhatib, County Engineer)*
- 7-k) **Adoption of the State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP) for 2023-2025:** Request the Board approve by Resolution, the State Housing Initiative Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) for fiscal years 2022-2023, 2023-2024, 2024-2025. *(Requested by Jorge Salinas, Health & Human Srvcs Interim Director)*
- 7-l) **FY22/23 Ratification of an Application to the Commission for the Transportation Disadvantaged (CTD) for the Shirley Conroy Rural Capital Assistance Support Grant and Authorizing Resolution in the amount of \$24,908:** Request the Board ratify the grant application for the Florida Commission for Transportation Disadvantaged (CTD) and adopt the resolution ratifying the County Administrator's authority to execute the application and all associated documents related to the application acceptances, full implementation, and closeout, including but not limited to serving as the authorized representative for reimbursement of the grant if awarded. *(Requested by Mike Dickson, General Services Director)*
- 7-m) **Consideration to Award RSQ 22-027Q, regarding CEI Services for Airport T-Hangars at the Flagler Executive Airport to Hoyle, Tanner & Associates, Inc:** Request the Board

to Award RSQ 22-027Q, regarding CEI Services for Airport T-Hangars at the Flagler Executive Airport to Hoyle, Tanner & Associates, Inc. and authorize staff to execute the contract as approved in form by the County Attorney. *(Requested by Roy Sieger, Airport Director)*

7-n) Consideration of Budget Amendment to Increase the Line Items for Aviation Oil & AvGas and Jet Fuel for the Flagler Executive Airport Enterprise Fund in the Amount of \$779,678.00: Request the Board approve the attached Unanticipated Revenue Resolution to increase the Airport budget by \$779,678.00 and to approve staff to make the necessary change order to the purchase order for Jet Fuel and AvGas. *(Requested by Roy Sieger, Airport Director)*

7-o) Approval of Negotiated Contract with Ajax Building Company, LLC for Construction Manager at Risk Services for the for the Joint-Use Facility to include the Flagler County Library, (Administrative Headquarters and Bunnell Branch - fka the Southern Library), Conference Center and Health and Human Services: Request the Board to approve the award to Ajax Building Company, LLC for the Construction Manager at Risk (CMAR) Services for the Joint-Use Facility to include the Flagler County Library, (Administrative Headquarters and Bunnell Branch - fka the Southern Library), Conference Center and Health and Human Services, per RFP 22-016P, and authorize the Chair to execute the Contract as approved to form by the County Attorney. *(Requested by Mike Dickson, General Services Director)*

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

8-a) Citizens Representative Appointments to the River to Sea Transportation Planning Organization Citizens Advisory Committee: Request the Board consider Mr. Greg Feldman, Mr. Rick Belhumeur and Ms. Marcia Steven Foltz and appoint two individuals as the citizen representatives to the Citizens Advisory Committee for a two-year term. *(Requested by Administration)*

8-b) Review of Affordable Housing Incentives Ordinance: Request the Board review the Affordable Housing Incentives Ordinance and provide guidance to staff if changes to the ordinance are warranted, with the next review of the ordinance to occur in four years (June 2026). *(Requested by Adam Mengel, Growth Management Director)*

8-c) QUASI-JUDICIAL – Application #3306 – Request for Approval of Veranda Bay Phase 1A, a Final Plat in the PUD (Planned Unit Development) District for 56 Lots in Phase 1A in the Hammock Beach River Club PUD located South of State Road 100 East and lying East and West of John Anderson Highway; Parcel Number: 13-12-31-0000-01010-0000; 90.40+/- acres. Owner: Palm Coast Intracoastal, LLC/Applicant: Ken Belshe. (Project #PLAT-000708-2022): Staff recommends that the Board of County Commissioners approve the final plat for the Veranda Bay Phase 1A subdivision, subject to the applicant submitting a mylar in accordance with staff comments, finding that the plat is consistent with Chapter 177, Florida Statutes, and Article IV of the Land Development Code, and: 1) the Board approves the final plat, subject to the correction of Scrivener's errors, and conditioned upon the correction of all errors before the Chair executes the mylar and the plat is recorded; 2) the Board accepts the draft performance bond – subject to County Attorney's Office approval as to form – to be provided in the amount of \$11,699,099.34 (125% of the Engineer's Cost Estimate of \$9,359,279.47 for both Phase 1A and Phase 2A), conditioned upon the provision of as-builts and verification of

improvements prior to release of the performance bond – whether in whole or in part – by the County; and 3) the Board temporarily waives the secondary means of ingress and egress requirement (Flagler County Land Development Code Section 4.06.02.A.4). *(Requested by Adam Mengel, Growth Management Director)*

- 8-d) QUASI-JUDICIAL – Application #3307 – Request for Approval of Veranda Bay Phase 2A, a Final Plat in the PUD (Planned Unit Development) District for 66 Lots in Phase 2A in the Hammock Beach River Club PUD located South of State Road 100 East and lying East and West of John Anderson Highway; Parcel Number: 13-12-31-0000-01010-0000; 97.66+/- acres. Owner: Palm Coast Intracoastal, LLC/Applicant: Ken Belshe. (Project #PLAT-000709-2022):** Staff recommends that the Board of County Commissioners approve the final plat for the Veranda Bay Phase 2A subdivision, subject to the applicant submitting a mylar in accordance with staff comments, finding that the plat is consistent with Chapter 177, Florida Statutes, and Article IV of the Land Development Code, and: 1) the Board approves the final plat, subject to the correction of Scrivener’s errors, and conditioned upon the correction of all errors before the Chair executes the mylar and the plat is recorded; 2) the Board accepts the draft performance bond – subject to County Attorney’s Office approval as to form – to be provided in the amount of \$11,699,099.34 (125% of the Engineer’s Cost Estimate of \$9,359,279.47 for both Phase 1A and Phase 2A), conditioned upon the provision of as-builts and verification of improvements prior to release of the performance bond – whether in whole or in part – by the County; and 3) the Board temporarily waives the secondary means of ingress and egress requirement (Flagler County Land Development Code Section 4.06.02.A.4). *(Requested by Adam Mengel, Growth Management Director)*

9. Public Hearings: *Public Hearings will be heard after 9:30 a.m.*

- 9-a) LEGISLATIVE – Second Reading and Adoption of Ordinance for Dissolution of the Hunter’s Ridge Oaks Community Development District (CDD) No. 1. Agent: Kim C. Booker, Booker & Associates, P.A.:** OPTIONS FOR THE BOARD: Following the public hearing and consideration of the CDD dissolution petition, along with testimony and evidence presented as part of the public hearing, the Board may: 1) Approve; 2) Deny; or 3) Continue. *(Requested by Adam Mengel, Growth Management Director)*

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.

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

		Check #
Board of County Commissioners		
Automation (Gen)	4,667.36	0
Drivers Ed Trust Fund (Gen)	2,331.45	0
Law Enforcement Education (Gen)	375.53	77210
Surcharge for Animal Control	-	0
Pioneer Credit Recovery	-	0
Court Facilities	14,868.71	77205
Alcohol & Drug Abuse	603.96	77204
Legal Aid	1,623.04	77213
Law Library	1,642.29	77212
Court Innovations	1,620.32	77206
Juvenile Diversion	1,632.04	77211
Criminal Prevention	2,645.15	77208
Domestic Violence Trust Fund	1,404.73	77209
Teen Court	1,738.01	77214
 Clerk of Court:		
Court General Fund	140,607.84	
 Flagler County Sheriffs Office	2,496.17	77215
 FL Dept of Economic Opportunity	20.00	0
 FL Dept of Labor and Employment Security	-	77203
 City of Bunnell	2,332.86	77200
 City of Flagler Beach	966.18	77201
 City of Palm Coast	7,507.53	77202
 Filing Fees & Court Costs	73,039.27	EFT*
Indigent Criminal Defense TF	2,920.43	
Child Welfare Training TF	155.91	
Displaced Homemaker TF		
Domestic Violence TF	1,715.10	
State General Revenue Fund	11,962.50	
State Courts Revenue TF	36,396.57	
Court Education TF	1,201.14	
Dept of Financial Svcs Admin TF	956.68	
Clerks of the Court TF	-	
Ch 2008-111, Laws of FL	17,730.94	
 DOR - Child Support Fees	411.54	EFT*
Non IV-D, SDU Cases	411.54	

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

Motor Vehicles & Vessels		24,500.79	EFT*
Emergency Medical Services TF	2,360.21		
CRIMES COMPENSATION TF	135.00		
Dept of Health EMS TF			
State Courts Revenue TF	4,746.14		
Child Welfare Training TF	464.31		
HSMV Motor Vehicle License TF	2,662.00		
State General Revenue Fund	7,069.37		
DOH Administrative TF	-		
Brain and Spinal Cord Injury TF	1,997.60		
State Agency Law Enf Radio System TF	1,126.41		
State Attorneys Revenue TF	1,563.78		
Public Defenders Revenue TF	784.23		
Juvenile Welfare Training TF	464.27		
Additional Court Cost Clearing TF	480.12		
Epilepsy Services TF	20.00		
Nongame Wildlife TF	627.35		
Marine Resources Conservation TF	-		
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		856.78	EFT*
Department of Health	186.78		
Solid Waste Mgmt TF	50.00		
Department of Education	620.00		
Crimes & Criminal Procedures		-	EFT*
State General Revenue Fund	-		
Crimes Compensation TF	-		
Additional Court Costs		18,947.96	EFT*
Crimes Compensation TF	9,267.40		
Emergency Medical Services TF	317.88		
FDLE Operating TF	639.47		
Brain and Spinal Cord Injury TF	752.90		
Domestic Violence TF	852.34		
Rape Crisis Program TF	1,301.16		
DCF Grants & Donations TF	111.10		
Dept of Financial Services	-		
Fish & Wildlife Operating TF	50.00		
HSMV Motor Vehicle License TF	300.00		
FDLE Investigative Support TF	-		
DOT State Transportation TF	-		
State Attorneys Revenue TF	5,355.71		

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

Item 6a(2)

Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	103	OPTUMRX PBM OF ILLINOIS, INC	624	\$66,146.83	Claims 04-01-2022 to 04-15-2022
			Check Total	\$66,146.83	
04/25/22	104	P&A ADMINISTRATIVE SERVICES, INC	1753	\$420.81	4/23/2022
			Check Total	\$420.81	
04/25/22	105	P&A ADMINISTRATIVE SERVICES, INC	1752	\$201.00	4/22/2022
			Check Total	\$201.00	
04/25/22	107	P&A ADMINISTRATIVE SERVICES, INC	1754	\$82.48	4/24/2022
			Check Total	\$82.48	
04/27/22	109	EXPRESS TAX - TTL WIRE	1498	\$100,239.31	Week of 04/29/2022
			Check Total	\$100,239.31	
04/27/22	110	P&A ADMINISTRATIVE SERVICES, INC	1756	\$561.58	4/26/2022
			Check Total	\$561.58	
04/29/22	111	P&A ADMINISTRATIVE SERVICES, INC	1757	\$451.21	4/27/2022
			Check Total	\$451.21	
04/29/22	113	NATIONWIDE RETIREMENT SOLUTIONS INC	1508	\$21,703.18	Week of 04/29/2022
			Check Total	\$21,703.18	
04/29/22	114	EXPERT PAY - CHILD SUPPORT WIRE	1518	\$677.07	Week of 04/29/2022
			Check Total	\$677.07	
04/29/22	115	P&A ADMINISTRATIVE SERVICES, INC	1758	\$405.46	4/28/2022
			Check Total	\$405.46	
04/25/22	196726	ACF STANDBY SYSTEMS, LLC	853	\$46,660.00	ACF STANDBY SYSTEMS
			Check Total	\$46,660.00	
04/25/22	196727	AMERICAN HEALTH ASSOCIATES, INC	454	\$102.76	S-IHC RO M011678
			Check Total	\$102.76	
04/25/22	196728	AMERIFLEX	612	\$409.20	COBRA Admin Fees - April 2022

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$409.20	
04/25/22	196729	ARGOS USA, LLC	874	\$232.50	SHERIFF'S OPS CENTER ODP
04/25/22	196729	ARGOS USA, LLC	875	\$357.75	SHERIFF'S OPS CENTER ODP
04/25/22	196729	ARGOS USA, LLC	873	\$813.75	SHERIFF'S OPS CENTER ODP
04/25/22	196729	ARGOS USA, LLC	871	\$4,138.75	SHERIFF'S OPS CENTER ODP
04/25/22	196729	ARGOS USA, LLC	862	\$34,189.75	SHERIFF'S OPS CENTER ODP
			Check Total	\$39,732.50	
04/25/22	196731	BORLAND-GROOVER CLINIC PA	452	\$90.90	SS-IHC RO M011682
			Check Total	\$90.90	
04/25/22	196732	BREAK THE CYCLE	578	\$4,583.33	BASIC SERVICE FEES 0222
04/25/22	196732	BREAK THE CYCLE	579	\$4,583.33	BASIC SERVICE FEES 0322
			Check Total	\$9,166.66	
04/25/22	196733	BUNNELL PHARMACY, INC	449	\$6.00	SS-IHC RO M011643
04/25/22	196733	BUNNELL PHARMACY, INC	447	\$26.27	SS-ICH RO-M011660
04/25/22	196733	BUNNELL PHARMACY, INC	467	\$29.99	SS-IHC RO M011630
04/25/22	196733	BUNNELL PHARMACY, INC	460	\$34.42	SS-IHC RO M011670
04/25/22	196733	BUNNELL PHARMACY, INC	458	\$114.30	SS-IHC RO M011656
			Check Total	\$210.98	
04/25/22	196734	CANARX GROUP INC	615	\$4,995.70	Claims 03-16-2022 to 03-31-2022
04/25/22	196734	CANARX GROUP INC	699	\$5,808.50	Rx Claims April 1 to April 15 2022
			Check Total	\$10,804.20	
04/25/22	196735	CARRIER CORPORATION	560	\$1,538.00	COOLING TOWER HVAC REPAIRS
04/25/22	196735	CARRIER CORPORATION	559	\$10,341.81	COURTHOUSE HVAC REPAIRS
			Check Total	\$11,879.81	
04/25/22	196736	CHANGE HEALTHCARE	573	\$8,645.11	EMS AMBULANCE BILLING 2.1.22-2.28.22
			Check Total	\$8,645.11	
04/25/22	196738	CIRCLE OF HEALTH FAMILY PRACTICE,LL	462	\$90.90	SS-IHC RO M011653
			Check Total	\$90.90	
04/25/22	196739	CITY OF BUNNELL	174	\$82.29	655 JUSTICE LN 1.24.22 - 2.23.22
04/25/22	196739	CITY OF BUNNELL	749	\$224.27	103 E MOODY BLVD 02.04.22-02.23.22
04/25/22	196739	CITY OF BUNNELL	212	\$367.31	1601 OLD MOODY BLVD 1.24.22-2.23.22
			Check Total	\$673.87	

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

Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	196740	CITY OF FLAGLER BEACH	835	\$239.32	825 MOODY LN METER #69072423 02.15.22-03.24.22
04/25/22	196740	CITY OF FLAGLER BEACH	840	\$991.25	815 MOODY LN METER # 95372362
			Check Total	\$1,230.57	
04/25/22	196741	CITY OF PALM COAST	280	\$54.48	470 BULLDOG DR 2207 02.03.22-03.07.22 RO 003340
04/25/22	196741	CITY OF PALM COAST	399	\$98.16	30 FAIRVIEW LN 02.03.22-03.07.22 RO U003348
04/25/22	196741	CITY OF PALM COAST	283	\$300.00	15 RAEMOND LN 01.04.22-02.03.22 RO U003339
04/25/22	196741	CITY OF PALM COAST	223	\$1,383.72	2500 NW PALM COAST PKWY 03.03.22-03.15.22
			Check Total	\$1,836.36	
04/25/22	196742	CITY OF PALM COAST	528	\$3,186.20	MONTHLY FUEL USAGE - MARCH 2022
			Check Total	\$3,186.20	
04/25/22	196743	COASTAL EAR, NOSE, & THROAT, PA	467	\$3,135.33	SS-IHC RO M011623
			Check Total	\$3,135.33	
04/25/22	196744	COMMUNITY LEGAL SVCS OF MID-FLORIDA	580	\$11,263.50	2ND QUARTER FUNDING JAN-MARCH 22
			Check Total	\$11,263.50	
04/25/22	196745	CORA HEALTH SERVICES INC	456	\$71.44	SS-IHC RO M011672
04/25/22	196745	CORA HEALTH SERVICES INC	457	\$71.44	SS-IHC RO M011673
			Check Total	\$142.88	
04/25/22	196746	COUNTY OF ST JOHNS BRD OF CTY COMM	576	\$128,090.68	MEDICAL EXAMINER SERVICES 2ND QUARTER
			Check Total	\$128,090.68	
04/25/22	196747	DAYTONA STATE COLLEGE, INC	529	\$5,291.68	SPRING 2022 SEMESTER
			Check Total	\$5,291.68	
04/25/22	196748	DEPARTMENT OF JUVENILE JUSTICE	587	\$19,116.00	JUVENILE DETENTION COST SHARE 04.22
04/25/22	196748	DEPARTMENT OF JUVENILE JUSTICE	588	\$19,116.00	JUVENILE DETENTION COSTS 0322
			Check Total	\$38,232.00	
04/25/22	196749	EAST FLAGLER MOSQUITO CONTROL	1052	\$3,817.83	ILA FOR MOSQUITO CONTROL DISTR Espanola 03.01.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	196749	EAST FLAGLER MOSQUITO CONTROL	1054	\$3,969.50	ILA FOR MOSQUITO CONTROL DISTR Rima Ridge 03.01.22
			Check Total	\$7,787.33	
04/25/22	196750	EASTERN AVIATION FUELS INC	928	\$1,700.00	AIRPORT FUEL TRUCK RENTAL - INV #R3575450
04/25/22	196750	EASTERN AVIATION FUELS INC	925	\$20,304.63	AIRPORT FUEL -INV #3581984
04/25/22	196750	EASTERN AVIATION FUELS INC	926	\$29,940.19	AIRPORT FUEL - INV #3566434
			Check Total	\$51,944.82	
04/25/22	196751	EMPIRE COMPUTING & CONSULTING, INC.	561	\$60.00	EQUIPMENT MAINTENANCE FOR STATE ATTORNEY 0322
04/25/22	196751	EMPIRE COMPUTING & CONSULTING, INC.	562	\$60.00	EQUIPMENT MAINTENANCE FOR STATE ATTORNEY 0422
			Check Total	\$120.00	
04/25/22	196752	FEDERAL EXPRESS CORPORATION	530	\$7.54	FEDEX SHIPPING
04/25/22	196752	FEDERAL EXPRESS CORPORATION	121	\$137.61	Express Shipping Charges
			Check Total	\$145.15	
04/25/22	196753	FLAGLER CO TAX COLLECTOR	391	\$131,478.57	CMSSN DUE #7
			Check Total	\$131,478.57	
04/25/22	196754	FLAGLER COUNTY HEALTH DEPARTMENT	574	\$68,750.00	2ND QUARTER COUNTY CONTRIBUTION
			Check Total	\$68,750.00	
04/25/22	196755	FLAGLER HUMANE SOCIETY INC	597	\$1,360.00	INTAKE AND HOUSING 02.22
04/25/22	196755	FLAGLER HUMANE SOCIETY INC	598	\$2,025.00	INTAKE AND HOUSING 03.22
04/25/22	196755	FLAGLER HUMANE SOCIETY INC	600	\$2,375.00	S/N REBATE 02.22
04/25/22	196755	FLAGLER HUMANE SOCIETY INC	601	\$3,125.00	S/N REBATE 03.22
04/25/22	196755	FLAGLER HUMANE SOCIETY INC	596	\$41,451.52	ANIMAL CONTROL SERVICES 2ND QUARTER
			Check Total	\$50,336.52	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	196756	FLORIDA COMBINED LIFE	616	\$3,619.50	Dental Admin Fees - April 2022
			Check Total	\$3,619.50	
04/25/22	196757	FLORIDA DRUG TESTING INC.	589	\$181.25	PRETRIAL SUPPLIES 0222
04/25/22	196757	FLORIDA DRUG TESTING INC.	591	\$580.00	PRETRIAL SERVICES 0322
04/25/22	196757	FLORIDA DRUG TESTING INC.	590	\$600.00	PRETRIAL SERVICES 0222
04/25/22	196757	FLORIDA DRUG TESTING INC.	592	\$695.00	ADULT DRUG COURT SUPPLIES 0222
04/25/22	196757	FLORIDA DRUG TESTING INC.	594	\$2,515.40	ADULT DRUG COURT SERVICES 0222
04/25/22	196757	FLORIDA DRUG TESTING INC.	595	\$3,358.00	ADULT DRUG COURT SERVICES 0322
			Check Total	\$7,929.65	
04/25/22	196758	FLORIDA ORAL & FACIAL SURGICAL ASSC	453	\$184.50	SS-IHC RO M011639
			Check Total	\$184.50	
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	176	\$217.98	1 RIMI RIDGE BLVD #FIRE ST 2.23.22-3.24.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	787	\$234.31	650 CR13 #BASEBALL FIELD 4 03.03.22-04.04.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	475	\$260.03	120 AIRPORT RD #3RD 03.04.22-04.05.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	190	\$273.72	3055 CR 13 #sec 2.2.22-3.3.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	824	\$301.59	2200 E MOODY BLVD # SKATE PARK 03.11.22-04.12.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	793	\$345.49	1769 E MOODY BLVD #14 03.07.22-04.06.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	189	\$363.86	99 E COUNTY RD 2006 #FRNT 2.2.22-3.3.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	215	\$403.81	130 AIRPORT RD 2.3.22-3.4.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	216	\$430.00	1601 OLD MOODY BLVD 2.4.22-3.7.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	755	\$537.10	650 CR 13 #cattlemen Hall 03.03.22-04.04.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	788	\$680.78	160 Sawgrass Rd #Concession 03.03.22 - 04.04.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	817	\$705.24	2022 Moody Blv #SCR LTS/CON/IRR 03.11.22-04.12.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	798	\$757.27	650 CR 13 #sftball fld 6,7,8 03.03.22-04.04.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	756	\$814.77	203 E DRAIN ST #BUILDING 03.07.22-04.06.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	811	\$940.01	2200 MOODY BLVD #SOCC LTS CNTRL 03.11.22-04.12.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	806	\$944.95	ST-LGT # DY N SRVC DIST 03.03.22-04.04.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	797	\$1,004.24	203 E DRAIN ST #AC SYSTEM 03.07.22-04.06.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	813	\$1,033.69	2200 E Moody Blv #soccer ligts W 03.11.22-04.12.22
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	792	\$2,303.71	650 CR 13 #baseball123 03.03.2022-04.04.2022
04/25/22	196759	FLORIDA POWER & LIGHT COMPANY	227	\$4,566.11	2500 PALM COAST PKWY NW #LIBRARY 02.16.22-03.17.22
			Check Total	\$17,118.66	
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	880	\$38.02	17 Old Kings Rd N STE F 03.18.22-04.04.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	802	\$40.96	990 E CR 2006 #St Johns CC 03.03.2022-04.04.2022
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	801	\$43.40	650 CR13 #PUMP HOUSE 03.03.22-04.04.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	804	\$45.42	2200 Moody Blvd #tennis crts 03.11.2022-04.12.2022
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	834	\$45.58	283 Old Moody 03.04.22 - 04.05.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	849	\$49.69	ST-LGT #I/O CR302 & S 03.04.22-04.05.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	194	\$56.94	5820 S US HIGHWAY 1 2.4.22-3.7.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	799	\$64.08	2200 MOODY BLVD #STREET LIGHT 03.03.22-04.04.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	752	\$80.43	815 MOODY LN BOAT LAUNCH RESTRMS 03.08.22-04.07.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	790	\$93.78	650 CR 13 Exhibit Hall&Show 03.03.22 - 04.04.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	809	\$95.48	2200 Moody Blvd #Racetball Crt 03.11.2022-04.12.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	833	\$119.28	1769 E MOODY BLVD # CRTHSE PK LT 03.07.22-04.06.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	803	\$122.12	1790 OLD MOODY BLVD 03.07.22-04.06.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	836	\$125.41	1700 Old Kings rd S OFC 03.01.22-04.01.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	789	\$142.45	650 CR 13#Sftbal fld 5 pmp 03.03.22 - 04.04.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	791	\$149.63	160 Sawgrass Rd #irrigation 03.03.22-04.04.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	786	\$162.64	650 CR 13 #restrooms 2 03.03.22 - 04-04-22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	805	\$172.34	3570 CR 205 #COMMUNITY CENTER 03.03.22-04.04.22
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	794	\$191.90	650 CR 13 #baseball con 03.03.2022 - 04.04.2022
04/25/22	196760	FLORIDA POWER & LIGHT COMPANY	191	\$195.86	170 AVIATION DR 02.3.22-03.04.22
			Check Total	\$2,035.41	
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	845	\$7.67	17 Old Kings rd N STE C 03.18.22-04.04.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	842	\$8.01	17 Old kings Rd N STE D 03.18.22-04.04.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	795	\$12.10	650 CR 13 #outside light 03.03.22 - 04.04.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	187	\$12.22	3055 CR 13 2.2.22-3.3.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	838	\$12.22	1100 Old Kings Rd #WS 12ts SR100 03.01.22-04.01.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	822	\$13.00	2200 E MOODY BLVD #SCOREBOARD 03.11.22-04.12.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	748	\$19.56	106 E MOODY BLVD # OL 03.07.22-04.06.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	751	\$19.75	160 Sawgrass RD #LS 03.03.22-04.04.22

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

Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	226	\$21.01	2500 PALM COAST PKWY SW #PUMP 02.16.22-03.17.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	831	\$23.89	204 E MOODY BLVD #HOLDEN HOUSE 03.07.22-04.06.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	228	\$24.65	2500 PALM COAST PKWY NW #LIBRARY-OL 02.16-03.17.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	754	\$26.40	203 E DRAIN ST # OUTSIDE LIGHT 03.07.22-04.06.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	800	\$27.07	650 CR 13 #sftbal concess 03.03.22-04.04.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	825	\$27.20	2200 Moody Blvd #outside light 03.11.22-04.12.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	753	\$29.95	14331 W HWY 100 #SHELLBLUFF 03.03.22-04.04.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	827	\$32.11	2200 E MOODY BLVD # SOCC LTS STH 03.11.22-04.12.22
04/25/22	196761	FLORIDA POWER & LIGHT COMPANY	829	\$34.30	106 E MOODY BLVD #GAL 03.07.22-04.06.22
			Check Total	\$351.11	
04/25/22	196762	HALIFAX HOSPITAL MEDICAL CENTER	466	\$76.15	SS-IHC RO M01162
04/25/22	196762	HALIFAX HOSPITAL MEDICAL CENTER	448	\$2,240.65	SS-HCRA RO-H001529
			Check Total	\$2,316.80	
04/25/22	196763	JDI MARINELAND LLC	848	\$38.04	9805 N OCEAN SHORE BLVD METER NO5 MARCH2022
			Check Total	\$38.04	
04/25/22	196764	KYOCERA DOCUMENT SOLUTIONS SE, LLC	563	\$60.00	MAINTENANCE OF EQUIPMENT (PRINTERS AND FAX) 0322
			Check Total	\$60.00	
04/25/22	196765	LEANNE BURKE	859	\$380.62	TUITION REIMBURSEMENT PSY1012
			Check Total	\$380.62	
04/25/22	196766	LOWE'S HOME CENTERS, LLC	514	\$313.85	CIRCUIT BREAKERS - BULL CREEK
			Check Total	\$313.85	
04/25/22	196767	MASCI GENERAL CONTRACTOR INC	1008	\$277,269.38	PAY APPLICATION 7

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$277,269.38	
04/25/22	196768	MCCABE MEDICAL LLC	569	\$15,000.00	EMS MEDICAL DIRECTOR SERVICES 4.1.22-9.30.22
			Check Total	\$15,000.00	
04/25/22	196769	MFB FINANCIAL INC	710	\$1,830.00	MFB Pass Thru Fees - March 2022
			Check Total	\$1,830.00	
04/25/22	196770	MUNICIPAL CODE CORPORATION	445	\$900.00	ONLINE CODE HOSTING 03.01.22-02.28.23
			Check Total	\$900.00	
04/25/22	196771	PALM LANDING DENTAL LLC	450	\$89.10	SS-IHC RO M011659
04/25/22	196771	PALM LANDING DENTAL LLC	451	\$321.10	SS-IHC RO M011663
			Check Total	\$410.20	
04/25/22	196772	PARKS DERMATOLOGY CENTER LLC	1107	\$323.57	Inmate Medical T. Simmons 6.2.21
04/25/22	196772	PARKS DERMATOLOGY CENTER LLC	1105	\$3,912.40	Inmate Medical T. Simmons 7.1.21
			Check Total	\$4,235.97	
04/25/22	196773	PURPLE ORCHID HOME CARE SERVICES	663	\$2,894.56	FEBRUARY SERVICES
			Check Total	\$2,894.56	
04/25/22	196774	REFUNDS	1018	\$35.00	REFUND - BULL CREEK #18 04/11-04/14
			Check Total	\$35.00	
04/25/22	196775	ROSS MARINE IDEAS CO. / U-NAME IT	586	\$4,835.21	FCFR UNIFORM INVENTORY ES116802
			Check Total	\$4,835.21	
04/25/22	196776	SECURITY AND FIRE ELECTRONICS, INC.	619	\$348.12	SPRINKLER PARTS - INMATE FACILITY
			Check Total	\$348.12	
04/25/22	196777	SMA HEALTHCARE, INC.	464	\$63.00	SS-IHC RO 11651, 11626, 11649
			Check Total	\$63.00	
04/25/22	196778	ST AUGUSTINE ELECTRIC MOTOR WORKS	630	\$4,254.16	PANELS FOR WADSWORTH RESTROOM
			Check Total	\$4,254.16	
04/25/22	196779	STEVE AZAR TOURING, LLC	184	\$1,500.00	PERFORMANCE AND PROMOTION
			Check Total	\$1,500.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
04/25/22	196780	TEN-8 FIRE EQUIPMENT, INC	895	\$2,195.10	FIRE GLOVES
04/25/22	196780	TEN-8 FIRE EQUIPMENT, INC	205	\$3,092.00	MEDICAL SUPPLIES FOR FIRE RESCUE
04/25/22	196780	TEN-8 FIRE EQUIPMENT, INC	204	\$5,413.00	MEDICAL SUPPLIES FOR FIRE RESCUE
04/25/22	196780	TEN-8 FIRE EQUIPMENT, INC	920	\$12,632.40	GEAR BAGS
			Check Total	\$23,332.50	
04/25/22	196781	THE GABOTON GROUP, LLC	899	\$3,500.00	FEDERAL LOBBYIST AGMT 221 -010 RETAINER MARCH 2022
			Check Total	\$3,500.00	
04/25/22	196782	THE HOUSE NEXT DOOR	565	\$73.32	COUNSELING HOURS 12/21
04/25/22	196782	THE HOUSE NEXT DOOR	566	\$73.32	COUNSELING HOURS 0122
04/25/22	196782	THE HOUSE NEXT DOOR	568	\$293.28	COUNSELING HOURS 0322
04/25/22	196782	THE HOUSE NEXT DOOR	567	\$439.92	COUNSELING HOURS 0222
			Check Total	\$879.84	
04/25/22	196783	THE ZIMMERMAN AGENCY LLC	495	\$15,000.00	INTEGRATED MARKING SERVICES 03.15.22
			Check Total	\$15,000.00	
04/25/22	196784	TRIPADVISOR HOLDINGS, LLC	583	\$1,886.00	GRAPHICAL ADVERTISING 04.26.21-04.30.21
04/25/22	196784	TRIPADVISOR HOLDINGS, LLC	585	\$8,435.03	GRAPHICAL ADVERTISING 06.01.21-06.30.21
04/25/22	196784	TRIPADVISOR HOLDINGS, LLC	584	\$19,678.97	GRAPHICAL ADVERTISING 05.01.21-05.31.21
			Check Total	\$30,000.00	
04/25/22	196785	US WATER SERVICES CORPORATION	1059	\$2,658.16	WATER TREATMENT Bull Creek Daytona North
			Check Total	\$2,658.16	
04/25/22	196786	VILLAGE KEY AND ALARM	921	\$170.00	DAVID SIEGEL CTR REPAIRS - INV #396846
			Check Total	\$170.00	
04/25/22	196787	WASTE PRO OF FLORIDA INC	432	\$112.21	DUMPSTER ROLL OFF - ESPANOLA COMM CRT
04/25/22	196787	WASTE PRO OF FLORIDA INC	433	\$112.21	DUMPSTER ROLL OFF - HAW CREEK COMM CTR
04/25/22	196787	WASTE PRO OF FLORIDA INC	665	\$146.57	DUMPSTER ROLL OFFS - PALM HARBOR -04.01- 04.30
			Check Total	\$370.99	
04/25/22	196788	WEST GROUP	438	\$191.57	PUBLIC DEFENDER - FEB 2022

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 04/25/22 to 04/29/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$191.57	
04/25/22	196789	WEST GROUP	442	\$191.57	PUBLIC DEFENDER - MARCH 2022
			Check Total	\$191.57	
04/27/22	196790	AJAX BUILDING COMPANY, LLC	1308	\$1,012,963.79	PAY APPLICATION #9 - SHERIFFS OPS
			Check Total	\$1,012,963.79	
04/27/22	196791	FLAGLER CO CLERK OF CIRCUIT COURT &	1457	\$14.00	Week of 04/29/2022
			Check Total	\$14.00	
04/27/22	196792	STANDARD INSURANCE COMPANY	1467	\$13.50	Week of 04/29/2022
			Check Total	\$13.50	
04/27/22	196793	UNITED WAY OF VOLUSIA-FLAGLER, INC	1477	\$1.00	Week of 04/27/2022
			Check Total	\$1.00	
			GRAND TOTAL	\$2,259,538.07	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	119	P&A ADMINISTRATIVE SERVICES, INC	1760	\$270.00	4/30/2022
			Check Total	\$270.00	
05/02/22	120	P&A ADMINISTRATIVE SERVICES, INC	1759	\$155.44	4/29/2022
			Check Total	\$155.44	
05/04/22	123	EXPRESS TAX - TTL WIRE	1499	\$90,486.78	Week of 05/06/2022
			Check Total	\$90,486.78	
05/06/22	129	NATIONWIDE RETIREMENT SOLUTIONS INC	1509	\$8,369.39	Week of 05/06/2022
			Check Total	\$8,369.39	
05/06/22	130	EXPERT PAY - CHILD SUPPORT WIRE	1519	\$990.57	Week of 05/06/2022
			Check Total	\$990.57	
05/02/22	196794	ADVANCE AUTO PARTS	812	\$10.35	AUTOMOTIVE PARTS - INVOICE #8483208474346
05/02/22	196794	ADVANCE AUTO PARTS	807	\$43.04	AUTOMOTIVE PARTS - INVOICE #848320897/4559
05/02/22	196794	ADVANCE AUTO PARTS	808	\$77.24	AUTOMOTIVE PARTS - INVOICE #848320847/4385
05/02/22	196794	ADVANCE AUTO PARTS	810	\$267.06	AUTOMOTIVE PARTS - INVOICE # 8483208474384
05/02/22	196794	ADVANCE AUTO PARTS	669	\$617.21	AUTOMOTIVE PARTS - INVOICE #848320757/3969
			Check Total	\$1,014.90	
05/02/22	196795	ANDREW S DANCE	1101	\$107.46	FAC ACCI training Andy Dance 4.15.22
			Check Total	\$107.46	
05/02/22	196796	AUTO PLUS AUTO PARTS	818	\$6.22	AUTOMOTIVE PARTS - INVOICE #650089027
05/02/22	196796	AUTO PLUS AUTO PARTS	815	\$14.46	AUTOMOTIVE PARTS - INVOICE #650089701
05/02/22	196796	AUTO PLUS AUTO PARTS	671	\$196.10	AUTOMOTIVE PARTS - INVOICE #650086983
05/02/22	196796	AUTO PLUS AUTO PARTS	816	\$1,148.44	AUTOMOTIVE PARTS - INVOICE #650088817
05/02/22	196796	AUTO PLUS AUTO PARTS	679	\$1,253.19	AUTOMOTIVE PARTS - INV #650087404
05/02/22	196796	AUTO PLUS AUTO PARTS	887	\$1,550.00	AUTOMOTIVE PARTS - INV #650090915
			Check Total	\$4,168.41	
05/02/22	196797	BOULEVARD TIRE CENTER	914	\$556.31	TIRES FOR CENTRAL STORES - INV #27-GS96842

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196797	BOULEVARD TIRE CENTER	912	\$1,344.49	TIRES FOR CENTRAL STORES - INV#27-GS96751
05/02/22	196797	BOULEVARD TIRE CENTER	913	\$2,225.24	TIRES FOR CENTRAL STORES - INV #27-GS96802
05/02/22	196797	BOULEVARD TIRE CENTER	681	\$3,673.05	TIRES - INVOICE #27-GS96365
			Check Total	\$7,799.09	
05/02/22	196798	BOUND TREE MEDICAL LLC	821	\$5.50	MEDICAL SUPPLIES - INVOICE #84459575
05/02/22	196798	BOUND TREE MEDICAL LLC	820	\$44.10	MEDICAL SUPPLIES - INVOICE #84463371
05/02/22	196798	BOUND TREE MEDICAL LLC	673	\$54.12	MEDICAL SUPPLIES - INV #84442699
05/02/22	196798	BOUND TREE MEDICAL LLC	672	\$121.20	MEDICAL SUPPLIES - INVOICE #84436509
05/02/22	196798	BOUND TREE MEDICAL LLC	826	\$221.46	MEDICAL SUPPLIES - INVOICE #84456320
05/02/22	196798	BOUND TREE MEDICAL LLC	830	\$478.39	MEDICAL SUPPLIES - INVOICE #84452342
05/02/22	196798	BOUND TREE MEDICAL LLC	915	\$720.00	MEDICAL SUPPLIES - INV #84456321
05/02/22	196798	BOUND TREE MEDICAL LLC	917	\$1,391.31	MEDICAL SUPPLIES - CENTRAL STORES
05/02/22	196798	BOUND TREE MEDICAL LLC	670	\$3,111.04	MEDICAL SUPPLIES - INV #84438596
			Check Total	\$6,147.12	
05/02/22	196799	BUNNELL PHARMACY, INC	463	\$58.45	SS-IHC RO M011661
			Check Total	\$58.45	
05/02/22	196800	CDW GOVERNMENT LLC	1088	\$238.59	XPPS-FC-1769BUNNELLFL 5191996 QTY 1
			Check Total	\$238.59	
05/02/22	196801	CENTRAL LANDINGS PARTNERS, LTD.	1293	\$915.31	RENT ASSIST RO-001723 2000 COASTAL TRACE #2110
			Check Total	\$915.31	
05/02/22	196802	CHANNEL INNOVATIONS CORPORATION	1301	\$1,910.00	HYDRO AIR TRAILER BOTTLES
			Check Total	\$1,910.00	
05/02/22	196803	CHARTER COMMUNICATIONS	1217	\$134.80	4601 E MOODY BLVD RRBC F2
05/02/22	196803	CHARTER COMMUNICATIONS	1224	\$134.80	4601 E MOODY BLVD RRBC F2
05/02/22	196803	CHARTER COMMUNICATIONS	1226	\$194.80	2500 PALM COAST PKWY NE RR BC
			Check Total	\$464.40	
05/02/22	196804	CHRISTOPHER GONZALEZ	1094	\$1,050.00	Tuition Reimburse Christopher Gonzalez 4.12.22
			Check Total	\$1,050.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196805	CHURCH ON THE ROCK, PALM COAST	1060	\$3,400.00	MONTHLY RENT/UTILITIES CONGREGATE MEALS 05.01.22
			Check Total	\$3,400.00	
05/02/22	196806	CINTAS CORPORATION NO. 2	1266	\$107.72	UNIFORMS
05/02/22	196806	CINTAS CORPORATION NO. 2	1267	\$234.32	UNIFORMS
			Check Total	\$342.04	
05/02/22	196807	CIRCLE OF HEALTH FAMILY PRACTICE,LL	1213	\$105.25	MEDICAL ASST 03-24-22 RO M011665
			Check Total	\$105.25	
05/02/22	196808	CITY OF BUNNELL	1294	\$107.02	61 SHERIFFEW JOHNSTON DR 01.24.22-02.23.22
05/02/22	196808	CITY OF BUNNELL	867	\$229.01	4601 E MOODY BLVD F1 LAW LIBRARY 01.24.22- 02.23.22
05/02/22	196808	CITY OF BUNNELL	1296	\$272.87	610 JUSTICE LN 01.24.22-02.23.22
05/02/22	196808	CITY OF BUNNELL	1295	\$584.10	1001 JUSTICE LN 01.24.22-02.23.22
			Check Total	\$1,193.00	
05/02/22	196809	CITY OF FLAGLER BEACH	1112	\$425.48	FUEL DEPOT 03.22
			Check Total	\$425.48	
05/02/22	196810	CITY OF PALM COAST	1207	\$125.31	UTILITY ASST 70 PITT LN
05/02/22	196810	CITY OF PALM COAST	1298	\$176.93	14 PALM HARBOR VILLAGE WAY 02.14.22-03.16.22
05/02/22	196810	CITY OF PALM COAST	1208	\$177.21	UTILITY ASST 24 PROSPECT LN
05/02/22	196810	CITY OF PALM COAST	1205	\$179.37	UTILITY ASST 50 FERNWOOD LN
			Check Total	\$658.82	
05/02/22	196811	COAST TITLE INSURANCE AGENCY INC	617	\$150.00	TITLE SEARCH - LIBRARY
			Check Total	\$150.00	
05/02/22	196812	CROWN CASTLE FIBER LLC	877	\$1,442.17	MONTHLY INTERNET CHARGES 03-22
05/02/22	196812	CROWN CASTLE FIBER LLC	990	\$1,442.17	COMMUNICATION SERVICES, MONTHLY INTERNET CHARGES F
			Check Total	\$2,884.34	
05/02/22	196813	DELL MARKETING, LP	1244	\$3,140.38	COMPUTER HARDWARE
			Check Total	\$3,140.38	
05/02/22	196814	DSM TECHNOLOGY CONSULTANTS, LLC	1000	\$265.14	PRIVATE CLOUD AND STORAGE FOR STATE ATTORNEY

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196814	DSM TECHNOLOGY CONSULTANTS, LLC	878	\$265.14	PRIVATE CLOUD AND STORAGE FOR STA ATTORNEY 03-22
			Check Total	\$530.28	
05/02/22	196815	DUVAL ASPHALT PRODUCTS, INC	1234	\$1,568.00	EZ STREET 50 LB BAG - JOB #29181
			Check Total	\$1,568.00	
05/02/22	196816	EAST CENTRAL FL OUTPATIENT IMAGING	1210	\$89.46	MEDICAL ASST 03-29-22 RO M011668
			Check Total	\$89.46	
05/02/22	196817	FASTENAL COMPANY	837	\$259.51	FACILITIES SUPPLIES - INBOIVR # FLORM50879
			Check Total	\$259.51	
05/02/22	196818	FIRETECH TESTING & REPAIR LLC	1114	\$2,000.00	ANNUAL PUMP TEST 10/11
			Check Total	\$2,000.00	
05/02/22	196819	FIRST COAST TECHNICAL INSTITUTE INC	1108	\$1,642.50	TYLER ERIC ALLESEE - 165201
05/02/22	196819	FIRST COAST TECHNICAL INSTITUTE INC	1109	\$1,642.50	ADRIAN LOUIS BRANDS - 165646
05/02/22	196819	FIRST COAST TECHNICAL INSTITUTE INC	1110	\$1,642.50	JAEVON JORDAN JONES - 163712
			Check Total	\$4,927.50	
05/02/22	196820	FLAGLER AUDITORIUM GOV BOARD, INC	975	\$1,250.00	FLAGLER TDC GRANT MONEY PARTNERSHIP BTWN BOCC/T #2
			Check Total	\$1,250.00	
05/02/22	196821	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	977	\$272.98	WATER & SEWER CHARGE STATION 92 AND HELO HANGER
05/02/22	196821	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1238	\$1,663.43	MONTHLY RENT FOR AIRPORT HELICOPTER HANGAR
			Check Total	\$1,936.41	
05/02/22	196822	FLAGLER COUNTY PUBLIC SCHOOL DISTRICT	1275	\$74,312.39	FLAGLER COUNTY YOUTH CENTER STAFF 3RD QT
			Check Total	\$74,312.39	
05/02/22	196823	FLORIDA GOVERNMENT UTILITY AUTHORITY	1396	\$465.96	1250 S Old Dixie HWY 03.08.22 - 04.25.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196823	FLORIDA GOVERNMENT UTILITY AUTHORITY	1398	\$501.33	3665 N Oceanshore Blvd 3.17.22-4.18.22
			Check Total	\$967.29	
05/02/22	196824	FLORIDA HIGH SPEED INTERNET	1007	\$2,000.00	FL HIGH SPEED INTERNET SERVICE FOR STATE ATTORNEY
			Check Total	\$2,000.00	
05/02/22	196825	FLORIDA JANITOR & PAPER SUPPLY INC	918	\$145.32	JANITORIAL SUPPLIES - INV #348742-1
05/02/22	196825	FLORIDA JANITOR & PAPER SUPPLY INC	674	\$1,233.84	JANITORIAL SUPPLIES - INVOICE #348072
			Check Total	\$1,379.16	
05/02/22	196826	FLORIDA ORAL & FACIAL SURGICAL ASSC	1214	\$1,916.25	MEDICAL ASST 04-05-22 RO M011657
			Check Total	\$1,916.25	
05/02/22	196827	FLORIDA POWER & LIGHT COMPANY	960	\$12.22	3055 COUNTY ROAD 13 SS 03.03.22-04.04.22
05/02/22	196827	FLORIDA POWER & LIGHT COMPANY	934	\$177.09	170 AVIATION DR 03.04.22-04.05.22
05/02/22	196827	FLORIDA POWER & LIGHT COMPANY	956	\$317.04	3055 COUNTY ROAD 13 SEC 03.03.22-04.04.22
05/02/22	196827	FLORIDA POWER & LIGHT COMPANY	966	\$419.57	99 E COUNTY ROAD 2006 FRNT
05/02/22	196827	FLORIDA POWER & LIGHT COMPANY	963	\$434.34	1601 OLD MOODY BLVD 03.07.22-04.06.22
05/02/22	196827	FLORIDA POWER & LIGHT COMPANY	969	\$492.92	130 AIRPORT RD RESCUE
05/02/22	196827	FLORIDA POWER & LIGHT COMPANY	946	\$651.60	5593 N OCEAN SHORE BLVD 02.26.22-03.30.22
			Check Total	\$2,504.78	
05/02/22	196828	FLORIDA POWER & LIGHT COMPANY	397	\$59.52	45 GARDEN LN 03.03.22-04.04.22 RO U003351
05/02/22	196828	FLORIDA POWER & LIGHT COMPANY	396	\$73.89	3534 CR 2006 W 02.22.22-03.23.22 RO U003350
05/02/22	196828	FLORIDA POWER & LIGHT COMPANY	267	\$127.81	3534 CR 2006 W 01.22.22-02.22.22 - RO003338
05/02/22	196828	FLORIDA POWER & LIGHT COMPANY	1201	\$233.92	UTILITY ASST 1100 MADDISON GREEN #1101

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196828	FLORIDA POWER & LIGHT COMPANY	1200	\$300.00	UTILITY ASST 70 PITT LANE
05/02/22	196828	FLORIDA POWER & LIGHT COMPANY	1202	\$469.28	UTILITY ASST 2641 SANDLEWOOD LN
			Check Total	\$1,264.42	
05/02/22	196829	FPL ENERGY SERVICES	1387	\$1,047.83	1002 Justice Ln 03.02.22 .3.30.22
			Check Total	\$1,047.83	
05/02/22	196830	GA FOOD SERVICES OF PINELLAS COUNTY	1204	\$1,706.00	CONG ADC REF 00127035695212 00127025695212
05/02/22	196830	GA FOOD SERVICES OF PINELLAS COUNTY	1211	\$1,970.80	CONG ADC REF 00127035695212 00127025695212
05/02/22	196830	GA FOOD SERVICES OF PINELLAS COUNTY	1209	\$2,088.00	CONG ADC REF 00127035695212 00127025695212
05/02/22	196830	GA FOOD SERVICES OF PINELLAS COUNTY	1212	\$2,229.10	CONG ADC REF 00127035695212 00127025695212
05/02/22	196830	GA FOOD SERVICES OF PINELLAS COUNTY	1221	\$2,277.70	CONG ADC REF 00127035695212 00127025695212
			Check Total	\$10,271.60	
05/02/22	196831	GUARDIAN MEDICAL MONITORING INC	1229	\$418.00	MED MONITORING FOR SR SRVCES AT-RISK CLIENTS 02.22
			Check Total	\$418.00	
05/02/22	196832	IBS OF COASTAL JACKSONVILLE	919	\$460.35	BATTERIES FOR CENTRAL STORES - INV #30040359
05/02/22	196832	IBS OF COASTAL JACKSONVILLE	839	\$473.28	BATTERIES FOR CENTRAL STORES - INV #30040153
			Check Total	\$933.63	
05/02/22	196833	LOWE'S HOME CENTERS, LLC	1304	\$79.94	PAINT - FCSO REPAIRS
05/02/22	196833	LOWE'S HOME CENTERS, LLC	1412	\$169.26	Paint Inmate facility
05/02/22	196833	LOWE'S HOME CENTERS, LLC	846	\$555.36	SUPPLIES - C.STORES - INV #72063
05/02/22	196833	LOWE'S HOME CENTERS, LLC	1410	\$1,315.27	Repairs to Ag Center / Truck 10643
			Check Total	\$2,119.83	
05/02/22	196834	M & B TREE SERVICE, LLC	861	\$2,375.00	TREE REMOVAL - E SECTION INV#9254
			Check Total	\$2,375.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196835	MASCI GENERAL CONTRACTOR INC	1290	\$496,250.37	CONSTRUCTION OF GRAHAM SWAMP PAY APP 8
			Check Total	\$496,250.37	
05/02/22	196836	ONE TIME VENDOR ACCOUNTS PAYABLE	1232	\$13.99	REIMB LEE BRIAN DAVID - DRAGONS FALL FAIR
			Check Total	\$13.99	
05/02/22	196837	PALM LANDING DENTAL LLC	465	\$195.30	SS-IHC RO M011667
			Check Total	\$195.30	
05/02/22	196838	PLANSOURCE BENEFITS ADMINISTRATION	943	\$2,227.50	FULFILLMENT 2021 DECEMBER
			Check Total	\$2,227.50	
05/02/22	196839	REFUNDS	1096	\$70.00	REFUND BULL CREEK 03.27-03.30.22
			Check Total	\$70.00	
05/02/22	196840	REFUNDS	1365	\$100.00	4490
			Check Total	\$100.00	
05/02/22	196841	REFUNDS	1150	\$100.00	3934
			Check Total	\$100.00	
05/02/22	196842	REFUNDS	1099	\$100.00	REFUND PPP 05.20.2022
			Check Total	\$100.00	
05/02/22	196843	REFUNDS	1134	\$400.00	R699 3253
			Check Total	\$400.00	
05/02/22	196844	REFUNDS	1144	\$200.00	R573 3260
			Check Total	\$200.00	
05/02/22	196845	REFUNDS	1193	\$100.00	4465
			Check Total	\$100.00	
05/02/22	196846	REFUNDS	1122	\$100.00	4003
			Check Total	\$100.00	
05/02/22	196847	REFUNDS	1067	\$15.00	REFUND PPP 03.19.22-03.20.22
			Check Total	\$15.00	
05/02/22	196848	REFUNDS	1339	\$200.00	3651
			Check Total	\$200.00	
05/02/22	196849	REFUNDS	1340	\$200.00	3652
			Check Total	\$200.00	
05/02/22	196850	REFUNDS	1164	\$100.00	4144

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$100.00	
05/02/22	196851	REFUNDS	1352	\$100.00	4314
			Check Total	\$100.00	
05/02/22	196852	REFUNDS	1356	\$200.00	4363
			Check Total	\$200.00	
05/02/22	196853	REFUNDS	1357	\$223.21	4363
			Check Total	\$223.21	
05/02/22	196854	REFUNDS	1358	\$26.79	4363
			Check Total	\$26.79	
05/02/22	196855	REFUNDS	1347	\$200.00	R563 3268
			Check Total	\$200.00	
05/02/22	196856	REFUNDS	1177	\$100.00	4207
			Check Total	\$100.00	
05/02/22	196857	REFUNDS	1160	\$200.00	R714 3262
			Check Total	\$200.00	
05/02/22	196858	REFUNDS	1139	\$100.00	3789
			Check Total	\$100.00	
05/02/22	196859	REFUNDS	1184	\$100.00	4317
			Check Total	\$100.00	
05/02/22	196860	REFUNDS	1159	\$100.00	3621
			Check Total	\$100.00	
05/02/22	196861	REFUNDS	1141	\$100.00	2718
			Check Total	\$100.00	
05/02/22	196862	REFUNDS	1100	\$60.00	REFUND PPP 03.10-03.13.22
			Check Total	\$60.00	
05/02/22	196863	REFUNDS	1123	\$100.00	4000
			Check Total	\$100.00	
05/02/22	196864	REFUNDS	1064	\$20.00	REFUND PPP 03.20.22-03.21.22
			Check Total	\$20.00	
05/02/22	196865	REFUNDS	1175	\$100.00	4205
			Check Total	\$100.00	
05/02/22	196866	REFUNDS	1152	\$100.00	3970
			Check Total	\$100.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196867	REFUNDS	1350	\$100.00	4244
			Check Total	\$100.00	
05/02/22	196868	REFUNDS	1344	\$200.00	4064
			Check Total	\$200.00	
05/02/22	196869	REFUNDS	1361	\$200.00	4433
			Check Total	\$200.00	
05/02/22	196870	REFUNDS	1196	\$100.00	4120
			Check Total	\$100.00	
05/02/22	196871	REFUNDS	1179	\$100.00	4243
			Check Total	\$100.00	
05/02/22	196872	REFUNDS	1341	\$100.00	4018
			Check Total	\$100.00	
05/02/22	196873	REFUNDS	1342	\$100.00	4014
			Check Total	\$100.00	
05/02/22	196874	REFUNDS	1154	\$100.00	4006
			Check Total	\$100.00	
05/02/22	196875	REFUNDS	1343	\$100.00	4069
			Check Total	\$100.00	
05/02/22	196876	REFUNDS	1128	\$100.00	4036
			Check Total	\$100.00	
05/02/22	196877	REFUNDS	1155	\$100.00	3331
			Check Total	\$100.00	
05/02/22	196878	REFUNDS	1072	\$35.00	REFUND BULL CREEK 01.04-01.10-23
			Check Total	\$35.00	
05/02/22	196879	REFUNDS	1168	\$100.00	4164
			Check Total	\$100.00	
05/02/22	196880	REFUNDS	1346	\$400.00	3726
			Check Total	\$400.00	
05/02/22	196881	REFUNDS	1194	\$100.00	4122
			Check Total	\$100.00	
05/02/22	196882	REFUNDS	1163	\$100.00	4151
			Check Total	\$100.00	
05/02/22	196883	REFUNDS	1186	\$100.00	4338

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$100.00	
05/02/22	196884	REFUNDS	1153	\$100.00	3980
			Check Total	\$100.00	
05/02/22	196885	REFUNDS	1359	\$28.04	4372
			Check Total	\$28.04	
05/02/22	196886	REFUNDS	1360	\$1.96	4372
			Check Total	\$1.96	
05/02/22	196887	REFUNDS	1074	\$30.00	REFUND BETTY STEFLIK 04.21.22
			Check Total	\$30.00	
05/02/22	196888	REFUNDS	1158	\$100.00	3608
			Check Total	\$100.00	
05/02/22	196889	REFUNDS	1185	\$100.00	4313
			Check Total	\$100.00	
05/02/22	196890	REFUNDS	1178	\$100.00	4218
			Check Total	\$100.00	
05/02/22	196891	REFUNDS	1362	\$100.00	4478
			Check Total	\$100.00	
05/02/22	196892	REFUNDS	1363	\$28.04	4478
			Check Total	\$28.04	
05/02/22	196893	REFUNDS	1364	\$1.96	4478
			Check Total	\$1.96	
05/02/22	196894	REFUNDS	1166	\$200.00	4150
			Check Total	\$200.00	
05/02/22	196895	REFUNDS	1172	\$100.00	4183
			Check Total	\$100.00	
05/02/22	196896	REFUNDS	1070	\$80.00	REFUND R2CP 03.12.22
			Check Total	\$80.00	
05/02/22	196897	REFUNDS	1190	\$100.00	4365
			Check Total	\$100.00	
05/02/22	196898	REFUNDS	1138	\$100.00	3767
			Check Total	\$100.00	
05/02/22	196899	REFUNDS	1146	\$100.00	3850
			Check Total	\$100.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196900	REFUNDS	1137	\$100.00	3765
			Check Total	\$100.00	
05/02/22	196901	REFUNDS	1174	\$100.00	4188
			Check Total	\$100.00	
05/02/22	196902	REFUNDS	1148	\$200.00	R678 3259
			Check Total	\$200.00	
05/02/22	196903	REFUNDS	1366	\$200.00	4502
			Check Total	\$200.00	
05/02/22	196904	REFUNDS	1367	\$334.82	4502
			Check Total	\$334.82	
05/02/22	196905	REFUNDS	1068	\$40.00	REFUND BULL CREEK 18 03.11.22-03.13-22
			Check Total	\$40.00	
05/02/22	196906	REFUNDS	1082	\$440.00	REFUND BULL CREEK 04.03-04.17.22
			Check Total	\$440.00	
05/02/22	196907	REFUNDS	1084	\$75.00	REFUND HAMMOCK COMMUNITY 03.13.22
			Check Total	\$75.00	
05/02/22	196908	REFUNDS	1165	\$100.00	4157
			Check Total	\$100.00	
05/02/22	196909	REFUNDS	1097	\$320.00	REFUND HAW CREEK 03.25-03.26.22
			Check Total	\$320.00	
05/02/22	196910	REFUNDS	1181	\$100.00	4284
			Check Total	\$100.00	
05/02/22	196911	REFUNDS	1119	\$200.00	3803
			Check Total	\$200.00	
05/02/22	196912	REFUNDS	1162	\$100.00	4198
			Check Total	\$100.00	
05/02/22	196913	REFUNDS	1142	\$100.00	3796
			Check Total	\$100.00	
05/02/22	196914	REFUNDS	1167	\$100.00	4152
			Check Total	\$100.00	
05/02/22	196915	REFUNDS	1348	\$100.00	3971
			Check Total	\$100.00	
05/02/22	196916	REFUNDS	1126	\$100.00	4041

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$100.00	
05/02/22	196917	REFUNDS	1354	\$100.00	4347
			Check Total	\$100.00	
05/02/22	196918	REFUNDS	1145	\$200.00	R592 3252
			Check Total	\$200.00	
05/02/22	196919	REFUNDS	1161	\$100.00	4106
			Check Total	\$100.00	
05/02/22	196920	REFUNDS	1192	\$100.00	4402
			Check Total	\$100.00	
05/02/22	196921	REFUNDS	1130	\$100.00	4056
			Check Total	\$100.00	
05/02/22	196922	REFUNDS	1151	\$100.00	3956
			Check Total	\$100.00	
05/02/22	196923	REFUNDS	1191	\$100.00	4373
			Check Total	\$100.00	
05/02/22	196924	REFUNDS	1180	\$200.00	4229
			Check Total	\$200.00	
05/02/22	196925	REFUNDS	1147	\$100.00	3852
			Check Total	\$100.00	
05/02/22	196926	REFUNDS	1143	\$200.00	R542 3325
			Check Total	\$200.00	
05/02/22	196927	REFUNDS	1133	\$150.00	3976
			Check Total	\$150.00	
05/02/22	196928	REFUNDS	1085	\$10.00	REFUND EQ1 TO MOODY 1 04.13-04.15.22
			Check Total	\$10.00	
05/02/22	196929	REFUNDS	1131	\$100.00	4054
			Check Total	\$100.00	
05/02/22	196930	REFUNDS	1136	\$100.00	113504 2184
			Check Total	\$100.00	
05/02/22	196931	REFUNDS	1197	\$100.00	4109
			Check Total	\$100.00	
05/02/22	196932	REFUNDS	1188	\$100.00	4354
			Check Total	\$100.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196933	REFUNDS	1127	\$100.00	4047
			Check Total	\$100.00	
05/02/22	196934	REFUNDS	1077	\$455.00	REFUND BULL CREEK 04.02-04.15.22
			Check Total	\$455.00	
05/02/22	196935	REFUNDS	1040	\$75.00	REFUND PPP 03-12-2022
			Check Total	\$75.00	
05/02/22	196936	REFUNDS	1076	\$30.00	REFUND HAMMOCK COMMUNITY 05.30.22
			Check Total	\$30.00	
05/02/22	196937	REFUNDS	1120	\$200.00	3499
			Check Total	\$200.00	
05/02/22	196938	REFUNDS	1115	\$200.00	3716
			Check Total	\$200.00	
05/02/22	196939	REFUNDS	1157	\$100.00	3526
			Check Total	\$100.00	
05/02/22	196940	REFUNDS	1353	\$100.00	4308
			Check Total	\$100.00	
05/02/22	196941	REFUNDS	1149	\$200.00	R685 3257
			Check Total	\$200.00	
05/02/22	196942	REFUNDS	1079	\$20.00	REFUND PPP 03.17-03.08.22
			Check Total	\$20.00	
05/02/22	196943	REFUNDS	1170	\$100.00	3782
			Check Total	\$100.00	
05/02/22	196944	REFUNDS	1182	\$100.00	4281
			Check Total	\$100.00	
05/02/22	196945	REFUNDS	1116	\$100.00	3665
			Check Total	\$100.00	
05/02/22	196946	REFUNDS	1117	\$100.00	3663
			Check Total	\$100.00	
05/02/22	196947	REFUNDS	1173	\$100.00	4190
			Check Total	\$100.00	
05/02/22	196948	REFUNDS	1183	\$100.00	4277
			Check Total	\$100.00	
05/02/22	196949	REFUNDS	1140	\$100.00	3764

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$100.00	
05/02/22	196950	REFUNDS	1349	\$100.00	3457
			Check Total	\$100.00	
05/02/22	196951	REFUNDS	1081	\$500.00	REFUND PPP 05.09-05.13-22
			Check Total	\$500.00	
05/02/22	196952	REFUNDS	1345	\$100.00	113275 2182
			Check Total	\$100.00	
05/02/22	196953	REFUNDS	1187	\$100.00	4366
			Check Total	\$100.00	
05/02/22	196954	REFUNDS	1118	\$200.00	3675
			Check Total	\$200.00	
05/02/22	196955	REFUNDS	1171	\$100.00	4185
			Check Total	\$100.00	
05/02/22	196956	REFUNDS	1121	\$200.00	R777 3468
			Check Total	\$200.00	
05/02/22	196957	REFUNDS	1124	\$200.00	R768 3391
			Check Total	\$200.00	
05/02/22	196958	REFUNDS	1156	\$100.00	3418
			Check Total	\$100.00	
05/02/22	196959	REFUNDS	1195	\$100.00	4121
			Check Total	\$100.00	
05/02/22	196960	REFUNDS	1132	\$100.00	4053
			Check Total	\$100.00	
05/02/22	196961	REFUNDS	1169	\$100.00	4170
			Check Total	\$100.00	
05/02/22	196962	REFUNDS	1355	\$100.00	4362
			Check Total	\$100.00	
05/02/22	196963	REFUNDS	1125	\$200.00	R565
			Check Total	\$200.00	
05/02/22	196964	REFUNDS	1129	\$100.00	4034
			Check Total	\$100.00	
05/02/22	196965	REFUNDS	1098	\$800.00	REFUND PPP 04.24-04.30.22
			Check Total	\$800.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196966	REFUNDS	1135	\$100.00	113378 2262
			Check Total	\$100.00	
05/02/22	196967	REFUNDS	1351	\$100.00	4304
			Check Total	\$100.00	
05/02/22	196968	REFUNDS	1189	\$200.00	R631 3254
			Check Total	\$200.00	
05/02/22	196969	REFUNDS	1176	\$100.00	4214
			Check Total	\$100.00	
05/02/22	196970	SIMPLEVIEW, LLC	1035	\$14,000.00	TDO WEBSITE/ PLATFORM PERFORMA
			Check Total	\$14,000.00	
05/02/22	196971	STAN WEAVER & COMPANY, INC.	1014	\$575.00	SHERIFF'S OPS CENTER ODP
05/02/22	196971	STAN WEAVER & COMPANY, INC.	1015	\$1,525.00	SHERIFF'S OPS CENTER ODP
05/02/22	196971	STAN WEAVER & COMPANY, INC.	1016	\$2,225.00	SHERIFF'S OPS CENTER ODP
			Check Total	\$4,325.00	
05/02/22	196972	TECO PEOPLES GAS	942	\$614.35	1002 JUSTICE LN - 0422
			Check Total	\$614.35	
05/02/22	196973	THE CAR SHOP TRAILER SALES, LLC	1405	\$20,594.00	GOOSENECK TRAILER
			Check Total	\$20,594.00	
05/02/22	196974	THE HOME DEPOT PRO - SUPPLY WORKS	841	\$498.24	LINERS FOR CENTRAL STORES - INVOICE 676773922
05/02/22	196974	THE HOME DEPOT PRO - SUPPLY WORKS	843	\$1,410.06	FACILITIES SUPPLIES - C.STORES - INV #676255268
			Check Total	\$1,908.30	
05/02/22	196975	THE PALMS AT TOWN CENTER	1291	\$937.00	RENT ASSIST RO-001725 470 BULL DOG DR APT 2207
			Check Total	\$937.00	
05/02/22	196976	THE ZIMMERMAN AGENCY LLC	1236	\$15,000.00	INTEGRATED MARKETING SERVICE MARCH 2022
			Check Total	\$15,000.00	
05/02/22	196977	VILLAGE KEY AND ALARM	1316	\$29.25	INV#339836 - Landfill - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1318	\$29.25	INV#339833 - Health Clinic - April-June Monitoring

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/02/22	196977	VILLAGE KEY AND ALARM	1319	\$29.25	INV#339828 - Carver Gym - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1320	\$29.25	INV#339835 - Justice Center - April-June Monitorin
05/02/22	196977	VILLAGE KEY AND ALARM	1323	\$29.25	INV#339827 - Civic Arena - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1324	\$29.25	INV#339829 - Siegel Center - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1325	\$29.25	INV#339830 - EOC - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1326	\$29.25	INV#339838 - Building 5 - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1329	\$29.25	INV#339826 - Inmate Admin - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1312	\$48.00	INV#339821 - AG Center - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1314	\$48.00	INV#339837 - Palm Coast Library - April-June Monit
05/02/22	196977	VILLAGE KEY AND ALARM	1281	\$100.00	FIRE AND SECURITY ALARM MONITO
05/02/22	196977	VILLAGE KEY AND ALARM	1313	\$134.25	INV#339820 - Baptist - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1282	\$136.24	FIRE AND SECURITY ALARM MONITO
05/02/22	196977	VILLAGE KEY AND ALARM	1330	\$150.00	INV#339834 - Holden House - April-June Monitoring
05/02/22	196977	VILLAGE KEY AND ALARM	1285	\$189.99	FIRE AND SECURITY ALARM MONITO
			Check Total	\$1,069.73	
05/02/22	196978	W.W. GRAINGER, INC	675	\$92.47	FACILITIES MRO - INVOICE #9240619131
05/02/22	196978	W.W. GRAINGER, INC	676	\$114.26	CENTRAL STORES FACILITIES SUP - INV# 9240603150
			Check Total	\$206.73	
05/02/22	196979	WASTE PRO OF FLORIDA INC	1338	(\$16,485.56)	FRANCHISE FEE ADJUSTMENT AND RECYCLE REBATE ADJUST
05/02/22	196979	WASTE PRO OF FLORIDA INC	1335	\$146,390.52	RESIDENTAL TRASH PICK UP 03.01.22-03.31.22
			Check Total	\$129,904.96	
05/02/22	196980	WEILAND, CARL E.	1292	\$1,300.00	RENT ASSIST RO-001721 30 FAIRVIEW LANE
			Check Total	\$1,300.00	
05/02/22	196981	WELCOME HOME REAL ESTATE, LLC	1198	\$1,600.00	RENT ASST 4 RICARDO PLACE
			Check Total	\$1,600.00	
05/05/22	196982	AFLAC PREMIUM HOLDING	1417	\$1,288.56	Week of 04/29/2022
05/05/22	196982	AFLAC PREMIUM HOLDING	1418	\$1,288.56	Week of 05/06/2022
05/05/22	196982	AFLAC PREMIUM HOLDING	1414	\$1,316.76	Week of 04/08/2022
05/05/22	196982	AFLAC PREMIUM HOLDING	1415	\$1,316.76	Week of 04/14/2022
05/05/22	196982	AFLAC PREMIUM HOLDING	1416	\$1,316.76	Week of 04/22/2022

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/02/22 to 05/06/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$6,527.40	
05/05/22	196983	FLAGLER CO CLERK OF CIRCUIT COURT &	1458	\$18.00	Week of 05/06/2022
			Check Total	\$18.00	
05/05/22	196984	FLAGLER CO PROF FIREFIGHTERS ASSO	1447	\$996.00	Week of 05/06/2022
			Check Total	\$996.00	
05/05/22	196985	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1427	(\$142.27)	Week of 04/29/2022
05/05/22	196985	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1428	\$291,224.91	Week of 05/06/2022
			Check Total	\$291,082.64	
05/05/22	196986	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	1437	\$1,696.47	Week of 05/06/2022
			Check Total	\$1,696.47	
05/05/22	196987	UNITED WAY OF VOLUSIA- FLAGLER, INC	1478	\$1.00	Week of 05/06/2022
			Check Total	\$1.00	
			GRAND TOTAL	\$1,258,255.12	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	196988	AETNA	1498	\$43.90	May Vision - Cobra
			Check Total	\$43.90	
05/09/22	196989	AETNA BEHAVIORAL HEALTH LLC	1593	\$451.20	Employee Assistance Program MAY 2022
			Check Total	\$451.20	
05/09/22	196990	AMERICAN JANITORIAL, INC.	1512	\$630.00	INV#21892 - March Additional Cleaning - 3/31/22
05/09/22	196990	AMERICAN JANITORIAL, INC.	1510	\$750.00	INV#21700 - February Additional Cleanings -2/28/22
05/09/22	196990	AMERICAN JANITORIAL, INC.	1508	\$1,510.00	INV#21891 - March Cabin Cleaning - 3/31/22
05/09/22	196990	AMERICAN JANITORIAL, INC.	1507	\$2,020.00	INV#21699 - February Cabin Cleaning - 2/28/22
			Check Total	\$4,910.00	
05/09/22	196991	ARGOS USA, LLC	1530	\$339.75	SHERIFF'S OPS CENTER ODP
05/09/22	196991	ARGOS USA, LLC	1608	\$1,098.00	CONCRETE & MISC SUPPLIES - TICKET #39666927
05/09/22	196991	ARGOS USA, LLC	1526	\$1,192.50	SHERIFF'S OPS CENTER ODP
05/09/22	196991	ARGOS USA, LLC	1528	\$1,192.50	SHERIFF'S OPS CENTER ODP
05/09/22	196991	ARGOS USA, LLC	1245	\$1,332.50	CONCRETE & MISC SUPPLIES
05/09/22	196991	ARGOS USA, LLC	1247	\$1,332.50	CONCRETE & MISC SUPPLIES
05/09/22	196991	ARGOS USA, LLC	1250	\$1,332.50	CONCRETE & MISC SUPPLIES
05/09/22	196991	ARGOS USA, LLC	1251	\$1,332.50	CONCRETE & MISC SUPPLIES
05/09/22	196991	ARGOS USA, LLC	1253	\$1,332.50	CONCRETE & MISC SUPPLIES
05/09/22	196991	ARGOS USA, LLC	1248	\$1,407.50	CONCRETE & MISC SUPPLIES
05/09/22	196991	ARGOS USA, LLC	1529	\$1,460.00	SHERIFF'S OPS CENTER ODP
			Check Total	\$13,352.75	
05/09/22	196992	BAKER & TAYLOR, INC	940	\$87.43	Library materials 03.08.22
05/09/22	196992	BAKER & TAYLOR, INC	955	\$94.89	Library material 03.28.22
05/09/22	196992	BAKER & TAYLOR, INC	950	\$96.91	Library materials 03.18.22
05/09/22	196992	BAKER & TAYLOR, INC	951	\$114.88	Library materials 03.24.22
05/09/22	196992	BAKER & TAYLOR, INC	958	\$122.92	Library material 03.29.22
05/09/22	196992	BAKER & TAYLOR, INC	982	\$152.44	Library material 03.08.22
05/09/22	196992	BAKER & TAYLOR, INC	991	\$167.02	Library material 03.14.22
05/09/22	196992	BAKER & TAYLOR, INC	945	\$214.50	Library materials Bunnell 03.16.22
05/09/22	196992	BAKER & TAYLOR, INC	927	\$227.43	Library material 02.22.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	196992	BAKER & TAYLOR, INC	930	\$238.73	Library material 02.22.22
05/09/22	196992	BAKER & TAYLOR, INC	952	\$240.59	Library materials 03.24.22
05/09/22	196992	BAKER & TAYLOR, INC	965	\$249.80	Library material 03.10.22
05/09/22	196992	BAKER & TAYLOR, INC	924	\$258.98	Library material 02.22.22
05/09/22	196992	BAKER & TAYLOR, INC	949	\$349.20	Library material 03.18.22
05/09/22	196992	BAKER & TAYLOR, INC	941	\$356.03	Library materials Bunnell 03.10.22
05/09/22	196992	BAKER & TAYLOR, INC	929	\$392.63	Library materials 02.22.22
05/09/22	196992	BAKER & TAYLOR, INC	923	\$401.03	Library material 02.22.22
05/09/22	196992	BAKER & TAYLOR, INC	947	\$412.31	Library materials 03.16.22
05/09/22	196992	BAKER & TAYLOR, INC	931	\$417.64	Library materials 03.02.22
05/09/22	196992	BAKER & TAYLOR, INC	932	\$418.46	Library materials 03.02.22
			Check Total	\$5,013.82	
05/09/22	196993	BAKER & TAYLOR, INC	939	\$8.03	Library materials Bunnell 03.08.22
05/09/22	196993	BAKER & TAYLOR, INC	979	\$17.43	Library material 03.08.22
05/09/22	196993	BAKER & TAYLOR, INC	906	\$23.99	Library materials Bunnell 03.10.22
05/09/22	196993	BAKER & TAYLOR, INC	983	\$26.47	Library material 03.08.22
05/09/22	196993	BAKER & TAYLOR, INC	962	\$30.46	Library material 03.29.22
05/09/22	196993	BAKER & TAYLOR, INC	993	\$38.94	Library material 03.14.22
05/09/22	196993	BAKER & TAYLOR, INC	905	\$39.73	Library materials Bunnell 03.02.22
05/09/22	196993	BAKER & TAYLOR, INC	970	\$39.73	Library material 03.02.22
05/09/22	196993	BAKER & TAYLOR, INC	953	\$42.83	Library material 03.28.22
05/09/22	196993	BAKER & TAYLOR, INC	907	\$44.22	Library materials Bunnell 03.25.22
05/09/22	196993	BAKER & TAYLOR, INC	973	\$44.22	Library material 03.26.22
05/09/22	196993	BAKER & TAYLOR, INC	972	\$46.48	Library material 03.10.22
05/09/22	196993	BAKER & TAYLOR, INC	948	\$47.30	Library materials 03.16.22
05/09/22	196993	BAKER & TAYLOR, INC	987	\$50.38	Library material 03.08.22
05/09/22	196993	BAKER & TAYLOR, INC	999	\$54.01	Library material 03.08.22
05/09/22	196993	BAKER & TAYLOR, INC	981	\$56.74	Library material 03.08.22
05/09/22	196993	BAKER & TAYLOR, INC	938	\$60.88	Library materials 03.04.22
05/09/22	196993	BAKER & TAYLOR, INC	985	\$60.91	Library material 03.08.22
05/09/22	196993	BAKER & TAYLOR, INC	957	\$72.60	Library material 03.28.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	196993	BAKER & TAYLOR, INC	935	\$77.69	Library materials 03.02.22
			Check Total	\$883.04	
05/09/22	196994	BEACON SALES ACQUISITIONS, INC.	876	\$15,799.08	SHERIFF'S OPS CENTER ODP
			Check Total	\$15,799.08	
05/09/22	196995	BESCH AND SMITH CIVIL GROUP, INC.	1431	\$165,938.16	Construction of Marineland Acr
			Check Total	\$165,938.16	
05/09/22	196996	CELICO AUTO BODY, INC.	526	\$1,379.10	AUTO REPAIR SERVICES FCSO 5498
05/09/22	196996	CELICO AUTO BODY, INC.	1273	\$2,663.80	AUTO REPAIR - 12 TAURUS - 1FAHP2MK0EG118186
05/09/22	196996	CELICO AUTO BODY, INC.	1272	\$4,612.37	AUTO REPAIR - 20 DURANGO - 1C4RDJFG0LC442494
			Check Total	\$8,655.27	
05/09/22	196997	CENGAGE LEARNING INC.	1539	\$23.19	Gale Bio Digital Subscription Find Me PB
05/09/22	196997	CENGAGE LEARNING INC.	1541	\$23.19	Gale Bio Digital Subscription Find Me #2
05/09/22	196997	CENGAGE LEARNING INC.	1549	\$23.99	Gale Bio Digital Subscription Chiltonlibrary.com d
05/09/22	196997	CENGAGE LEARNING INC.	1546	\$24.00	Gale Bio Digital Subscription A game of fear
05/09/22	196997	CENGAGE LEARNING INC.	1547	\$24.00	Gale Bio Digital Subscription the every PB
05/09/22	196997	CENGAGE LEARNING INC.	1537	\$25.59	Gale Bio Digital Subscription FREED E.L. James
05/09/22	196997	CENGAGE LEARNING INC.	1548	\$25.59	Gale Bio Digital Subscription Chiltonlibrary.com d
05/09/22	196997	CENGAGE LEARNING INC.	1555	\$53.58	Gale Bio Digital Subscription Chiltonlibrary.com d
05/09/22	196997	CENGAGE LEARNING INC.	1553	\$103.16	Gale Bio Digital Subscription Chiltonlibrary.com d
05/09/22	196997	CENGAGE LEARNING INC.	1552	\$110.36	Gale Bio Digital Subscription Chiltonlibrary.com d
05/09/22	196997	CENGAGE LEARNING INC.	1543	\$150.34	Gale Bio Digital Subscription Chiltonlibrary.com d
05/09/22	196997	CENGAGE LEARNING INC.	1542	\$280.69	Gale Bio Digital Subscription Chiltonlibrary.com d
			Check Total	\$867.68	
05/09/22	196998	CENTRAL LANDINGS PARTNERS, LTD.	1451	\$915.31	RENT ASSIST 3000 SUNSET BLDV #3209 0322
			Check Total	\$915.31	
05/09/22	196999	CENTRAL LANDINGS PARTNERS, LTD.	1454	\$875.31	RENT ASSIST 1000 COASTAL TRACE #1302 0322
			Check Total	\$875.31	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	197000	CHANGE HEALTHCARE	1536	\$10,020.90	EMS AMBULANCE BILLING 3.1.22 3.31.22
			Check Total	\$10,020.90	
05/09/22	197002	CINTAS CORPORATION NO. 2	1432	\$7.80	UNIFORM RENTALS Solid Waste 03.28.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1420	\$14.17	UNIFORM RENTALS 03.07.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1419	\$15.35	UNIFORM RENTALS PER R-BB-19002 04.18.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1418	\$15.97	UNIFORM RENTALS 3.28.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1423	\$16.58	UNIFORM RENTALS 03.21.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1417	\$23.63	UNIFORM RENTALS 2.28.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1430	\$34.84	UNIFORM RENTALS Fleet 03.28.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1425	\$103.18	UNIFORM RENTALS 04.11.22
05/09/22	197002	CINTAS CORPORATION NO. 2	1408	\$109.85	UNIFORM RENTALS PER R-BB-19002
05/09/22	197002	CINTAS CORPORATION NO. 2	1407	\$129.39	UNIFORM RENTALS PER R-BB-19002
05/09/22	197002	CINTAS CORPORATION NO. 2	1409	\$258.06	UNIFORM RENTALS PER R-BB-19002 03.07.22
			Check Total	\$728.82	
05/09/22	197003	CITY OF BUNNELL	1697	\$87.05	160 SAWGRASS RD - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1688	\$89.03	1769 E MOODY BLVD 6B - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1570	\$221.58	202 S CHAPEL ST
05/09/22	197003	CITY OF BUNNELL	1701	\$229.97	106 E MOODY BLVD - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1685	\$241.71	1769 E MOODY BLVD 4 - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1691	\$263.53	160 SAWGRASS RD -02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1690	\$263.77	206 E MOODY BLVD -02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1689	\$265.20	1790 OLD MOODY BLVD - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1693	\$283.42	160 SAWGRASS - FAIR GROUNDS RD -02.23.22-03.25.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	197003	CITY OF BUNNELL	1695	\$295.17	160 SAWGRASS @ FAIR GROUNDS RD - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1692	\$319.37	160 SAWGRASS RD - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1700	\$341.70	103 E MOODY BLVD - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1696	\$544.48	160 SAWGRASS @ FAIRGROUNDS ROAD
05/09/22	197003	CITY OF BUNNELL	1573	\$620.29	1001 JUSTICE LN 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1686	\$645.85	1769 E MOODY BLVD 5 - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1682	\$1,324.20	1769 E MOODY BLVD 1 - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1684	\$1,334.98	1769 E MOODY BLVD 2 - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1687	\$4,066.89	1769 E MOODY BLVD 6A - 02.23.22-03.25.22
05/09/22	197003	CITY OF BUNNELL	1572	\$14,199.13	1001 JUSTICE LN 02.23.22-03.25.22
			Check Total	\$25,637.32	
05/09/22	197004	CITY OF PALM COAST	1702	\$26.32	79 MALA COMPRA AVE - 03.15.22-04.14.22
05/09/22	197004	CITY OF PALM COAST	1704	\$26.32	5862 N OCEANSHORE BLVD - 03.15.22-04.14.22
05/09/22	197004	CITY OF PALM COAST	1707	\$67.50	5695 COLBERT LN - 03.16.22-04.18.22
05/09/22	197004	CITY OF PALM COAST	1705	\$122.07	5862 N OCEANSHORE BLVD RESTR - 03.15.22-04.14.22
05/09/22	197004	CITY OF PALM COAST	1708	\$338.23	30 BAY DR - 03.15.22-04.14.22
05/09/22	197004	CITY OF PALM COAST	1500	\$1,367.10	Water Charges Flagler Library 03.15.22 04.14.22
			Check Total	\$1,947.54	
05/09/22	197005	CLYMER CREMATIONS & FUNERAL HOME	1496	\$600.00	Robbins, Michael Indigent Burial 01.27.22
			Check Total	\$600.00	
05/09/22	197006	CORA HEALTH SERVICES INC	455	\$71.44	SS-IHC RO M011658
			Check Total	\$71.44	
05/09/22	197007	CROWNE CONSULTING GROUP, INC.	1610	\$17,894.00	MARCH 2022- PROGRAM FEES
05/09/22	197007	CROWNE CONSULTING GROUP, INC.	1611	\$49,493.22	STAFF PAY AND MISC SUPPLIES
			Check Total	\$67,387.22	
05/09/22	197008	DUNES COMM DEV DISTRICT	1709	\$156.41	200 16TH RD PARK RESTROOM - 03.07.22-04.07.22
05/09/22	197008	DUNES COMM DEV DISTRICT	1711	\$166.31	JUNGLE HUT RD PARK - 03.07.22-04.07.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$322.72	
05/09/22	197009	FASTENAL COMPANY	1399	\$43.72	FACILITIES MRO #FLORM50921
05/09/22	197009	FASTENAL COMPANY	686	\$585.90	FACILITIES SUPPLIES - INVOICE #FLORM50774
			Check Total	\$629.62	
05/09/22	197010	FEDERAL EXPRESS CORPORATION	1460	\$83.76	Overnight Shipping Service 04.08.22
			Check Total	\$83.76	
05/09/22	197011	FLAGLER HABITAT FOR HUMANITY INC	1450	\$583.00	RENT ASSIST 15 RAEMOUND LN 0322
			Check Total	\$583.00	
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	224	\$107.89	4601 E MOODY BLVD STE F1 02.03.22-03.04.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1721	\$107.92	6108 Mahogany Dr #well 3.28.22 4.26.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1807	\$112.79	3861 W County Rd 2006 #SE 3.23.22 4.22.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1762	\$116.60	5862 N Oceanshore Blvd #restrooms 3.24.22 4.25.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1768	\$120.65	1380 CR 2007 #community center 3.23.22 4.22.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1727	\$135.51	79 Malacompra Rd #community center 3.24.22 4.25.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1779	\$150.11	2500 Princess Place Rd #lodge 3 3.23.22 4.22.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1770	\$171.42	3861 W CR 2006 #campground 3.223.22 4.22.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1373	\$173.91	1769 Moody Blvd #4 Security Facility
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1804	\$189.25	9257 CR 304 #Comm Center 3.23.22 4.22.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1774	\$259.93	3861 W CR 2006 #bath house 3.23.22 4.22.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1377	\$279.75	1769 E Moody Blvd #9 public works maint.
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1383	\$299.18	14 Palm Harbor Village way

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	882	\$341.50	1000 Belle Terre Blvd #Trans 03.11.22-04.12.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	881	\$368.21	1000 Belle Teere Blvd 03.11.22-04.12.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1371	\$929.39	1769 E Moody Blvd #5/11 Public Wrks
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1446	\$4,623.05	2500 Palm Coast PKWY NW #Library 03.17.22 04.18.22
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1375	\$13,410.39	1769 E Moody Blvd #6 Energy
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1379	\$17,369.41	1769 E Moody Blvd #2 Govt Scvs
05/09/22	197012	FLORIDA POWER & LIGHT COMPANY	1374	\$26,566.06	1769 E Moody Blvd #1 Courthouse
			Check Total	\$65,832.92	
05/09/22	197016	FLORIDA POWER & LIGHT COMPANY	398	\$300.00	3130 CR 13 02.02.22-03.03.22 RO003349
			Check Total	\$300.00	
05/09/22	197017	FLORIDA SHERIFFS RISK MANAGEMENT FUND	1641	\$25,000.00	FSSIP Contribution 9.30.21 10.1.21
			Check Total	\$25,000.00	
05/09/22	197018	GARY YEOMANS FORD LINCOLN	687	\$159.62	AUTOMOTIVE PARTS AND SUPPLIES - INV #902245
			Check Total	\$159.62	
05/09/22	197019	HERITAGE FUNERAL & CREMATION SRVC	1492	\$600.00	Indigent Burial Pinkerton, Andrew 03.26.22
			Check Total	\$600.00	
05/09/22	197020	IBS OF COASTAL JACKSONVILLE	678	\$386.50	BATTERIES FOR CENTRAL STORES
05/09/22	197020	IBS OF COASTAL JACKSONVILLE	677	\$861.10	BATTERIES FOR CENTRAL STORES
			Check Total	\$1,247.60	
05/09/22	197021	MADISON GREEN APARTMENTS LTD	1551	\$990.00	RENT ASSIST - 1100 MADISON GREEN CIRCLE UNIT 1101
			Check Total	\$990.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	197022	MAGNOLIA MEDIA COMPANY	177	\$1,995.00	MARCH 2022 OCALA STYLE - FULL PAGE AD 02.15.22
05/09/22	197022	MAGNOLIA MEDIA COMPANY	179	\$1,995.00	APRIL 2022 OCALA STYLE - FULL PAGE AD
			Check Total	\$3,990.00	
05/09/22	197023	MANSFIELD OIL COMPANY	897	\$26,414.41	BULK FUEL - INVOICE #23101778
			Check Total	\$26,414.41	
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1647	(\$328.02)	Refund of original invoice #39964515
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1650	(\$60.04)	Refund for Invoice #38554297
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1646	\$16.06	MEDICAL GOODS & SUPPLIES FOR
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1644	\$100.64	MEDICAL GOODS & SUPPLIES FOR 1169094
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1643	\$281.42	MEDICAL GOODS & SUPPLIES FOR E
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1642	\$329.37	MEDICAL GOODS & SUPPLIES Epinephrine
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1649	\$427.43	MEDICAL GOODS & SUPPLIES FOR E
05/09/22	197024	MCKESSON MEDICAL-SURGICAL INC	1648	\$471.64	MEDICAL GOODS & SUPPLIES FOR
			Check Total	\$1,238.50	
05/09/22	197025	MCKINNON & MCKINNON, P.A.	1719	\$1,815.00	Various Legal Aide 4.1.22 4.30.22
			Check Total	\$1,815.00	
05/09/22	197026	ONE TIME VENDOR AP	1449	\$15.53	REIMBURSEMENT SYD HOFF'S DANNY AND THE DINO
			Check Total	\$15.53	
05/09/22	197027	PERCONTI DATA SYSTEM INC	1589	\$17,085.00	CDPLUS UPPGRADE PROJECT - INVOICE 4
05/09/22	197027	PERCONTI DATA SYSTEM INC	1587	\$20,400.00	CDPLUS UPGRADE PROJECT- INVOICE 2
05/09/22	197027	PERCONTI DATA SYSTEM INC	1591	\$30,000.00	CDPLUS UPGRADE PROJECT - INVOICE 5

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
			Check Total	\$67,485.00	
05/09/22	197028	REFUNDS	1557	\$45.00	PPP REFUND - MOODY CUT
			Check Total	\$45.00	
05/09/22	197029	REFUNDS	1563	\$490.00	BC RV#16 REFUND
			Check Total	\$490.00	
05/09/22	197030	REFUNDS	1368	\$40.18	4502
			Check Total	\$40.18	
05/09/22	197031	REFUNDS	1558	\$250.00	PPP REFUND - COTTAGE #1
			Check Total	\$250.00	
05/09/22	197032	REFUNDS	1561	\$250.00	PPP- COTTAGE #2 REFUND
			Check Total	\$250.00	
05/09/22	197033	REFUNDS	1554	\$60.00	PPP REFUND -PRIMITIVE CAMPING 04.11.22
			Check Total	\$60.00	
05/09/22	197034	REFUNDS	1560	\$120.00	ESPANOLA COMMUNITY CENTER REFUND
			Check Total	\$120.00	
05/09/22	197035	REFUNDS	1559	\$50.00	HAMMOCK COMMUNITY CENTER & PAVILION REFUND
			Check Total	\$50.00	
05/09/22	197036	RES OF PALM COAST LLC	1452	\$1,200.00	RENT ASSIST 209A ULLIAN TRAIL 0222
			Check Total	\$1,200.00	
05/09/22	197037	RING POWER CORPORATION	1264	\$93.81	PO 28812 MODEL 950G SN 0BAA00188 EQP #--
05/09/22	197037	RING POWER CORPORATION	908	\$168.60	EQUIPMENT PARTS - INV #18PC763162
05/09/22	197037	RING POWER CORPORATION	1259	\$174.72	PO 28812 MODEL MT525B SN S193011 EQP #8363
05/09/22	197037	RING POWER CORPORATION	1256	\$307.44	PO 28812 MODEL -- SN -- EQP #8363
05/09/22	197037	RING POWER CORPORATION	1261	\$776.94	PO 28812 MODEL 120M2T SN CAT0120MPM9C0056 EQP 9487
05/09/22	197037	RING POWER CORPORATION	1258	\$871.21	PO 28812 MODEL 430D SN CAT0430DCBML0513 EQP #889
			Check Total	\$2,392.72	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	197038	ROGERS TOWING & RECOVERY SERVICE IN	519	\$60.00	TOWING FCSO 6719
05/09/22	197038	ROGERS TOWING & RECOVERY SERVICE IN	520	\$65.00	TOWING FCSO 5070
05/09/22	197038	ROGERS TOWING & RECOVERY SERVICE IN	521	\$65.00	TOWING FCSO 5315
05/09/22	197038	ROGERS TOWING & RECOVERY SERVICE IN	518	\$75.00	TOWING FCSO 6581
05/09/22	197038	ROGERS TOWING & RECOVERY SERVICE IN	516	\$150.00	TOWING FCT 118
05/09/22	197038	ROGERS TOWING & RECOVERY SERVICE IN	517	\$200.00	TOWING FCSO 3234
			Check Total	\$615.00	
05/09/22	197039	ROGERS TOWING & RECOVERY SERVICE IN	582	\$200.00	FIRE RESCUE VEH 10659
			Check Total	\$200.00	
05/09/22	197040	SECURITY AND FIRE ELECTRONICS, INC.	1525	\$736.98	INV#SP-6722 - Sprinkler Repair Oscar 5 - 4/26/22
			Check Total	\$736.98	
05/09/22	197041	SITEONE LANDSCAPE SUPPLY, LLC	1490	\$2,599.04	1 case Compounds, Weed Killing, Liquid 04.26.22
			Check Total	\$2,599.04	
05/09/22	197042	STENSTROM, MCINTOSH, COLBERT & WHIG	879	\$2,131.25	Prof. Services Danger dog hearing 03.31.2022
			Check Total	\$2,131.25	
05/09/22	197043	THE FIORENTINO GROUP LLC	1545	\$5,000.00	STATE LOBBYIST SERVICES THROUGH 05.31.22
			Check Total	\$5,000.00	
05/09/22	197044	THE GABOTON GROUP, LLC	1544	\$3,500.00	FEDERAL LOBBYIST - RETAINER - APRIL 22
			Check Total	\$3,500.00	
05/09/22	197045	THE WARE GROUP, LLC.	1404	\$543.01	WAREHOUSE SUPPLIES #S010504957.001
			Check Total	\$543.01	
05/09/22	197046	TOUCH POINT INNOVATIVE SOLUTIONS	1400	\$1,050.00	Evolve magazine October January April 2022
			Check Total	\$1,050.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/09/22 to 05/13/22

Check Date	Check #	Vendor Name	Invoice Number	Net Trans Amt	Description
05/09/22	197047	TRAFFIC SUPPLIES AND DISTRIBUTION,	1439	\$3,240.00	ROLL UP SIGNAGE
			Check Total	\$3,240.00	
05/09/22	197048	TRILOGY MEDWASTE SOUTHEAST LLC	1598	\$106.75	Medical Waste Disposal for FY21- 0222
			Check Total	\$106.75	
05/09/22	197049	VILLAGE KEY AND ALARM	1321	\$29.25	INV#339832 - GSB - April-June Monitoring
05/09/22	197049	VILLAGE KEY AND ALARM	1322	\$29.25	INV#339831 - Energy Plant - April-June Monitoring
05/09/22	197049	VILLAGE KEY AND ALARM	1531	\$1,080.79	INV#397016 - Inmate- Repair Inspect Issues- 4/3/22
			Check Total	\$1,139.29	
05/09/22	197050	WEST GROUP	944	\$308.66	ONLINE SOFTWARE SUBSCRIPTION CHARGES
			Check Total	\$308.66	
05/10/22	197051	WEX BANK	404	\$2,347.02	FUEL CARD CHARGES - MARCH 2022
			Check Total	\$2,347.02	
			GRAND TOTAL	\$549,221.34	

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

Item 6a(5)

Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/18/22	151	EXPRESS TAX - TTL WIRE	Payroll11	\$91,308.94	Week of 05/20/2022
			Check Total	\$91,308.94	
05/17/22	197052	1ST GLOBAL REALTY, LLC	RO-R001717	\$1,500.00	RENT ASSIST - 8-B WOOD AMBER LN 0222
			Check Total	\$1,500.00	
05/17/22	197053	AMERICAN SONGWRITER	1183	\$1,500.00	AMERICAN SONGWRITER MAGAZZINE AD - MARCH 10
			Check Total	\$1,500.00	
05/17/22	197054	COURTESY CARE LLC	ADI 0222	\$879.36	ADI HMK 0222
05/17/22	197054	COURTESY CARE LLC	ADI 0322	\$1,025.92	ADI HMK 0322
05/17/22	197054	COURTESY CARE LLC	CCE 0222	\$3,828.88	CCE HMK 0222
05/17/22	197054	COURTESY CARE LLC	CCE 0322	\$5,239.52	CCE HMK 0322
			Check Total	\$10,973.68	
05/17/22	197055	ARGOS USA, LLC	92674943	\$1,372.50	CONCRETE & MISC SUPPLIES - TICKET 39666191
05/17/22	197055	ARGOS USA, LLC	92712123	\$1,332.50	CONCRETE & MISC SUPPLIES TICKET 39667895
05/17/22	197055	ARGOS USA, LLC	92714885	\$1,407.50	CONCRETE & MISC SUPPLIES TICKET 39668046
			Check Total	\$4,112.50	
05/17/22	197056	AT&T SERVICES	386M01-09240060564	\$208.00	AT&T Services 03.16.22 04.15.22
			Check Total	\$208.00	
05/17/22	197057	AUTO PLUS AUTO PARTS	650092504	\$2,124.32	AUTOMOTIVE PARTS AND SUPPLIES-#650092504
			Check Total	\$2,124.32	
05/17/22	197058	BIBLIOTHECA, LLC	INV-US53150	\$295.57	Cloud Library Annual Subscription Ebooks Purchased
			Check Total	\$295.57	
05/17/22	197059	BRUNO A LUNA-ENCINA	TRAVEL 03.16.22	\$123.00	TRAVEL REIMBURSEMENT - FL PUBLIC SAFETY UAS SUMMIT
			Check Total	\$123.00	
05/17/22	197060	CANARX GROUP INC	33508	\$7,872.90	Rx Claims 4/16/2022 to 4/30/2022
			Check Total	\$7,872.90	
05/17/22	197061	CDW GOVERNMENT LLC	Q539132 CREDIT	(\$1,788.00)	CREDIT FOR ORG INV Q539132

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197061	CDW GOVERNMENT LLC	Q539133 CREDIT	(\$1,788.00)	CREDIT FOR ORG INV Q539133
05/17/22	197061	CDW GOVERNMENT LLC	Q539136 CREDIT	(\$5,364.00)	CREDIT FOR ORG INV Q539136
05/17/22	197061	CDW GOVERNMENT LLC	Q571860 CREDIT	(\$290.00)	CREDIT FOR ORG INV Q571860
05/17/22	197061	CDW GOVERNMENT LLC	T425130	\$603.00	PLANTRONICS 4082549 QTY 7 3535392 QTY 2
05/17/22	197061	CDW GOVERNMENT LLC	T487107	\$182.34	ADO CC ENT LRG GOV L9
05/17/22	197061	CDW GOVERNMENT LLC	T516821	\$995.00	C2G 1000FT CAT6 SOLID PVC BLUE #3765583
05/17/22	197061	CDW GOVERNMENT LLC	T678421	\$305.00	FARONICS DEEP FREEZE 2771934 2772489 QTY 5
05/17/22	197061	CDW GOVERNMENT LLC	V123882	\$1,952.00	BOSCH FLEXIDOME IP PAN 4707997 QTY 4
05/17/22	197061	CDW GOVERNMENT LLC	V292729	\$6,443.64	BEYONDTRUST REMOTE 6408038 QTY 7 6531168 QTY 1
			Check Total	\$1,250.98	
05/17/22	197062	CENTRAL LANDINGS SENIOR LIVING	RO-R001733	\$1,175.25	7000 COASTAL TRACE #7403 0533
			Check Total	\$1,175.25	
05/17/22	197063	CITY OF BUNNELL	01-0331-00 0322	\$305.78	61 Sheriff EW Johnston Dr 02.23.22 .3.25.22
05/17/22	197063	CITY OF BUNNELL	03-3520-01 02.22	\$296.61	Flagler Co Extension 150 sawgrass
05/17/22	197063	CITY OF BUNNELL	05-0052-00 0322	\$281.03	610 Justice Lane 02.23.22 03.25.22
			Check Total	\$883.42	
05/17/22	197064	CITY OF PALM COAST	706827-80355	\$49.28	PCW Assist Foster 03.2022
			Check Total	\$49.28	
05/17/22	197065	COAST TITLE INSURANCE AGENCY INC	#700 SHIP APPLICANT	\$25,000.00	DOWN PAYMENT ASST - LETICIA GARNER - 41 BIRCHWOOD
			Check Total	\$25,000.00	
05/17/22	197066	CONSOR ENGINEERS, LLC	D190409FL.00-16	\$169.44	HARDGROVE RD PAVING RSQ 19-052Q
			Check Total	\$169.44	
05/17/22	197067	DARLENE PARDINY	TRAVEL 03-30-22	\$109.00	03-30-22 TO 04-01-22 ESRI SE USER CONFERENCE
			Check Total	\$109.00	
05/17/22	197068	FLAGLER CO TAX COLLECTOR	TAG 3732	\$117.55	VIN#1FMSK8DH1NGB03732
			Check Total	\$117.55	
05/17/22	197069	FLAGLER CO TAX COLLECTOR	LP 3847	\$117.55	VIN #5JW3U3025N3353847
			Check Total	\$117.55	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197070	FCBCC GENERAL FUND (P/R)	INV-00017078	\$228.20	PERMIT FOR SHERIFF OP
			Check Total	\$228.20	
05/17/22	197071	FCBCC GENERAL FUND (P/R)	3023	\$10,215.15	TRANSPORTATION FOR HHS SENIOR CONG MEAL FEB 22
			Check Total	\$10,215.15	
05/17/22	197072	FLORIDA COMBINED LIFE	05-01-2022	\$3,610.00	Dental Admin Fees - May 2022
			Check Total	\$3,610.00	
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	01956-16289 0422	\$1,642.62	1001 Justice Ln 03.31.22 04.29.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	15898-02519 0322	\$797.52	150 sawgrass rd #AG Center 03.03.02-04.04.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	28533-73419 0422	\$334.59	610 Justice Lane 03.31.22 04.29.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	31022-57114 0122	\$460.42	1001 Justice LN #SFTY COMM 01.28.2022 02.28.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	31022-57114 0222	\$470.30	1001 Justice LN #SFTY COMM 01.28.2022 02.28.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	31022-57114 0422	\$448.09	1001 Justice Ln #SFTY COMM
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	31022-57114 1122	\$369.28	1001 Justice LN #SFTY COMM
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	31022-57114 1222	\$428.77	1001 Justice LN #SFTY COMM
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	36091-05808 0422	\$789.44	203 E Drain St. #building 4.6.22 5.5.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	36742-68275 0422	\$206.44	1000 Moody Blvd #SL
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	40122-87340 0422	\$3,162.85	1002 Justice LN #inmate 03.31.22 04.29.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	53990-63535 0122	\$441.60	2355 Matanzas Woods Pkwy #cell twr
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	53990-63535 0222	\$405.55	2355 Matanzas Woods Pkwy #cell twr 02.14.22 03.15.
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	53990-63535 0322	\$426.07	2355 Matanzas Woods Pkwy #cell twr 03.15.22 04.14.
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	64795-59269 0422	\$203.43	106 E Moody Blvd 4.6.22 5.5.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	70616-13076 0322	\$355.96	7570 CR 304 #COM TWR #A 2.22.22 - 3.23.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

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05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	70616-13076 0422	\$375.32	7570 CR 304 #COM TWR #A 03.23.22 04.22.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	74328-22307 0422	\$515.11	203 E Dean St #ac system 4.6.22 5.5.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	77253-47111 0322	\$153.68	1769 E Moody Blvd #com Twr #A 02.04.22-03.07.22
05/17/22	197073	FLORIDA POWER & LIGHT COMPANY	88277-77288 0322	\$398.84	1250 S Old Dixie HWY #cell twr 03.01.22-04.01.22
			Check Total	\$12,385.88	
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	07090-14427 0422	\$137.01	1700 Old Kings Road S OFC 04.01.22 05.02.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	12592-00911 0222	\$86.38	815 Moody LN BOAT LAUNCH RSTRM 02.07.22 - 03.08.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	12767-86025 04.22	\$71.90	6108 Mahogany Dr #community center 3.28.22 4.26.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	13664-19370 04.22	\$103.74	2500 Princess Place Rd #restroom/Barn 4 3.23.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	16049-79573 0322	\$68.61	2604 PRINCESS PLACE RD#1
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	16049-79573 04.22	\$64.28	2604 Princess Place Rd #1 3.23.22 4.22.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	24842-09941 0322	\$121.24	5820 S US HWY 1 03.07.22 - 04.06.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	31007-31375 0422	\$109.87	650 CR 13 #SOFTBALL FIELD 5 PUMP 02.04.22- 05.03.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	41361-43007 0322	\$97.23	4601 E MOODY BLVD STE F1 03.04.22-04.05.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	44770-07886 0222	\$61.63	204 E MOODY BLVD #HOLDEN HOUSE 2.4.22-3.7.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	45498-00391 0322	\$75.36	2500 PRINCESS PL RD EQUEST CAMPGRD 2.22.22- 3.23.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	76810-55310 0222	\$64.08	2200 MOODY BLVD #STREET LIGHT 2.2.22-3.3.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	77253-47111 0422	\$151.57	1769 E Moody Blvd #Com TWR#A 03.07.22 04.06.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	80012-71280 0422	\$95.87	79 Malacompra Rd #NS 03.24.22 04.25.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	80548-26360 0322	\$67.84	2500 PRINCESS PLACE RD #ISLAND HOU 2.22.22- 3.23.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	80548-26360 04.22	\$74.78	2500 Princess Place Rd #island house 3.23.22 4.22.
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	85871-67134 00422	\$141.38	1790 Old Moody Blvd 4.6.22 5.5.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	92357-52210 04.22	\$98.08	6108 Mahogany Dr #outlight 3.28.22 4.26.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	96118-17231 04.22	\$96.58	2500 Princess Pl Rd #car res shop 3.23.22 4.22.22
05/17/22	197074	FLORIDA POWER & LIGHT COMPANY	99618-07139 0322	\$98.19	1000 S Park Road #restrooms
			Check Total	\$1,885.62	
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	03187-55246 0322	\$56.04	1705 COUNTY RD 2007 2/22/22-3/23/22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	03187-55246 0422	\$56.70	1705 CR 2007 - 03.23.22-04.22.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	06375-06288 0322	\$45.15	3861 W COUNTY RD 2006 #SEC LIGHT
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	06375-06288 0422	\$45.15	3861 W CR 2006 #SEC LIGHT - 03.23.22-04.22.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	16064-05635 04.22	\$34.01	115 Malacompra Rd #restrooms
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	17547-47242 0222	\$52.89	283 OLD MOODY 02.03.22 - 03.04.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	20877-23538 0222	\$58.80	1250 S OLD DIXIE HWY #PARK 2.1.22-3.1.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	20877-23538 0422	\$44.53	1250 S Old Dixie HWY #park 04.01.22 05.02.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	24796-09303 0222	\$49.46	206 E. Moody Blvd. #VETSVS 02.04.22 - 03.07.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	24796-09303 0322	\$46.96	206 E Moody Blvd #Veterans Services
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	29790-86341 0322	\$36.81	17 Old Kings Rd N STE F - 2.17.22-3.18.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	32820-32121 0322	\$61.00	2500 PRINCESS PL RD #LEGACY BLDG 2 2.22.22-3.23.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	50759-58024 0422	\$34.59	245 CR 305 #CNST
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	54157-98148 0222	\$53.13	5695 COLBERT LN #RSTRMS 02.17.22 - 03.18.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	54157-98148 0422	\$52.31	5695 Colbert Ln #restrooms
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	74064-79332 04.22	\$39.44	200 16th Rd # Restrooms 3.30.22 4.28.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	75684-02643 04.22	\$33.90	125 Jungle Hut Rd #restrooms 3.30.22 4.28.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	77979-32220 0322	\$45.83	2007 CR 2007 #PAV/RESTROOMS 2.22.22-3.23.22
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	77979-32220 04.22	\$46.74	2007 CR 2007 #pav/restrooms
05/17/22	197075	FLORIDA POWER & LIGHT COMPANY	98467-02190 04.22	\$33.12	9805 N Oceanshore #caretaker 3.30.22 4.28.22
			Check Total	\$926.56	
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	03937-28589 0422	\$19.99	2500 PRINCESS PLACE RD #2 GATE - 03.23.22- 04.22.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	07015-28267 0322	\$27.61	106 E. Moody Blvd #GAL 02.04.22 - 03.07.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	07470-13431 0322	\$23.34	2500 Palm Coast PKWY SW #Pump 03.17.22 04.18.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	10849-66405 0422	\$19.56	106 E Moody Blvd #OL 4.6.22 5.5.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	17482-31378 04.22	\$22.08	1852 Princess Place Rd #island Hse 3.23.22 4.22.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	21728-50535 04.22	\$31.00	5633 N Oceanshore #light 3.30.22 4.28.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	27952-43464 0222	\$29.03	14331 W HWY 100 #SHELLBLUFF 2.2.22-3.322
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	27952-43464 0422	\$28.68	14331 W HWY 100 #shellbluff 4.4.22 5.3.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	31708-98138 0422	\$26.40	203 E Dean St #outside light 4.6.22 5.5.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	34228-11491 04.22	\$17.25	2500 Princess Place Rd #pumphouse 1 3.23.22 4.22.2
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	35222-51366 0422	\$23.34	30 Bay Dr #park 04.01.22 05.02.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	44664-41492 04.22	\$15.14	2500 Princess Place Rd #caretaker cabin 04.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	56205-24370 04.22	\$24.50	3665 N Oceanshore Blvd 3.24.22 4.25.22

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	61379-04931 0222	\$31.91	99 E COUNTY RD 2006#ST JOHNS CC 2.2.22-3.3.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	64470-84044 04.22	\$15.23	1669 CR 2007 #boyscoutcm 3.23.22 4.22.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	83341-06518 04.22	\$22.27	2500 Princess PI Rd #outside light 3.23.22 4.22.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	84309-36099 0422	\$24.65	2500 Palm Coast Pkwy NW #Library-OL 03.17.22 04.18
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	90600-43370 0222	\$27.20	2200 MOODY BLVD #O/L 02.10.22 - 03.11.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	91194-99433 0322	\$27.29	5862 N OCEAN SHORE BLVD #PARK 2.23.22-3.24.22
05/17/22	197076	FLORIDA POWER & LIGHT COMPANY	91194-99433 04.22	\$20.57	5862 N Oceanshore Blvd #park 3.24.22 4.25.22
			Check Total	\$477.04	
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	26363-71375 0422	\$12.69	1700 Old Kings Road S #cnd well 04.01.22 05.02.22
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	47343-86420 04.22	\$9.23	2500 Princess Place Rd #main gate 3.23.22 4.22.22
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	50781-74520 0322	\$11.15	1700 S Old Kings Rd # Scale OL
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	55778-80338 04.22	\$11.15	2500 Princess Place Rd #outside light 3.23.22 4.22
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	64844-77523 0222	\$15.00	17 OLD KINGS RD N STE D 02.17.22 - 03.18.22
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	75671-85124 0322	\$15.07	1769 E Moody Blvd #IRR pump
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	79701-80480 04.22	\$12.22	3861 W CR 2006 #marina 3.23.22 4.22.22
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	81068-67529 0322	\$14.66	17 Old Kings Rd Ste C 02.17.22 - 03.18.22
05/17/22	197077	FLORIDA POWER & LIGHT COMPANY	81713-40493 04.22	\$13.50	2500 Princess PI Rd #open Field 3.23.22 4.22.22
			Check Total	\$114.67	
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	08437-79489 FPL Asst	\$300.00	FPL Assist Desiree Ramirez 05.22
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	1218884086 0422	\$300.00	7 MID PINES CIR BLDG #33B 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	2890108513 0422	\$300.00	17 PICCADILLY PL 0422

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	3441752502 0322	\$212.39	2577 AVOCADO BLVD 0322
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	3441752502 0422	\$300.00	2577 AVACADO BLVD 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	4255323257 0422	\$300.00	120 ESPANOLA RD 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	4708029121 0422	\$300.00	14 POST OAK LN 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	5223426098 0422	\$566.60	7 COLLEGE CT 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	6332309787 0422	\$300.00	29 SELBORNE PATH 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	658643546 0422	\$300.00	17 WOODSHAW DR 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	7102798092 0422	\$300.00	45 GARDEN LN 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	89842-82593 Buchanan	\$216.22	FPL Assist Tracey Buchanan 04.22
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	9041603284 0422	\$300.00	31 EMERSON DR #A 0422
05/17/22	197078	FLORIDA POWER & LIGHT COMPANY	9162640420 0422	\$300.00	2501 LESLIE ST #110 0422
			Check Total	\$4,295.21	
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52250032	\$24,288.56	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52251953	\$21.47	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52252017	\$16,806.41	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255298	\$73,196.45	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255298-02	\$3,654.85	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255358	\$11,381.76	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255444	\$60,621.17	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255485	\$5,690.88	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255486	\$5,690.88	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255774	\$19,918.08	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52255864	\$23,408.90	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52256207	\$400.00	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52256257	\$7,130.76	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52257195	\$5,797.50	SHERIFF'S OPS CENTER ODP
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52258688	\$10,098.98	SHERIFF'S OPS CENTER ODP - FRAMING DRYWALL INSUL.

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52258693	\$6,350.46	SHERIFF'S OPS CENTER ODP - FRAMING DRYWALL INSUL.
05/17/22	197079	FOUNDATION BUILDING MATERIALS	52258704	\$7,704.04	SHERIFF'S OPS CENTER ODP - FRAMING DRYWALL INSUL.
			Check Total	\$282,161.15	
05/17/22	197080	JOSEPH CAVALLARO	TRAVEL 03-30-22	\$109.00	2022 ESRI SOUTHEAST USER CONFERENCE 033022-040122
05/17/22	197080	JOSEPH CAVALLARO	TRAVEL 03.16.22	\$123.00	TRAVEL REIMBURSEMENT - FL PUBLIC SAFETY UAS SUMMIT
			Check Total	\$232.00	
05/17/22	197081	KAMERON BUCEK	Kameron Bucek 0322	\$400.00	Kameron Bucek Travel Reimburs. Jan, Feb and Mar 22
			Check Total	\$400.00	
05/17/22	197082	KNIGHT JON BOY INC	346464	\$80.00	305- BIG RED BARN - NEAR 100
05/17/22	197082	KNIGHT JON BOY INC	348208	\$80.00	INV#348208 - Lake Diston - 4/27/22
05/17/22	197082	KNIGHT JON BOY INC	348209	\$80.00	INV#348209 - Graham Swamp - 4/27/22
05/17/22	197082	KNIGHT JON BOY INC	348210	\$80.00	INV#348210 - Hammock - 4/27/22
05/17/22	197082	KNIGHT JON BOY INC	348211	\$120.00	INV#348211 - Wadsworth Handicap - 4/27/22
05/17/22	197082	KNIGHT JON BOY INC	348212	\$480.00	INV#348212 - Princess Place - 4/27/22
05/17/22	197082	KNIGHT JON BOY INC	348213	\$120.00	INV#348213 - River to Sea - 4/27/22
05/17/22	197082	KNIGHT JON BOY INC	348214	\$240.00	INV#348214 - Wadsworth 3 units - 4/27/22
			Check Total	\$1,280.00	
05/17/22	197083	LAKESIDE ENDOCRINE ASSOCIATES INC	RO M011615	\$172.11	MEDICAL ASST 02-22-22 RO M011615
			Check Total	\$172.11	
05/17/22	197084	LAMPE, ROY, & ASSOCIATES, INC.	File No. 5015-b	\$7,500.00	File No.5015-b 03.22.22
			Check Total	\$7,500.00	
05/17/22	197085	MADRID CPWG	22022801-REV	\$6,330.50	DESIGN SERVICES FOR CR 90 ROADWAY PO 29147
			Check Total	\$6,330.50	
05/17/22	197086	MATTHEW C ADAMS	TRAVEL 03.16.22	\$123.00	TRAVEL REIMBURSEMENT - FL PUBLIC SAFETY UAS SUMMIT
			Check Total	\$123.00	
05/17/22	197087	SHELLPOINT MORTGAGE SERVICING	RO-0017330	\$1,738.12	MORTGAGE ASSIST - 7 RUTH DR 0322

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$1,738.12	
05/17/22	197088	ALEATRICE A. SANTIAGO	REIMBURSE SANTIAGO	\$15.00	TRANSFORMERS TRANS#2630
			Check Total	\$15.00	
05/17/22	197089	SHARON L. MCANNANY	REIMBURSE MCANNANY	\$8.00	A MIND TO MURDER TRANS#3010
			Check Total	\$8.00	
05/17/22	197090	P&A ADMINISTRATIVE SERVICES, INC	F79410453180	\$1,980.00	Admin Fees - May 2022
			Check Total	\$1,980.00	
05/17/22	197091	PINEL & CARPENTER, INC.	22-017	\$3,850.00	PROPERTY APPRAISALS S OCEAN SHORE & 9TH S ST
			Check Total	\$3,850.00	
05/17/22	197092	PLANSOURCE BENEFITS ADMINISTRATION	IN281085	\$95.00	ACA Fullfillment 2021- True-up
			Check Total	\$95.00	
05/17/22	197093	PLANSOURCE BENEFITS ADMINISTRATION	IN280862	\$625.68	ACA April 2022
			Check Total	\$625.68	
05/17/22	197094	POLANSK, TATYANA	RO-001729	\$1,800.00	RENT ASSIST - 12 RUTH DR 0322
			Check Total	\$1,800.00	
05/17/22	197095	AMUSO, SAL	1964	\$100.00	4035 - HERSCHEL KING PAVILION
			Check Total	\$100.00	
05/17/22	197096	BIRD, DAWN	1989	\$100.00	4459 - BINGS LANDING - CANCELLATION
			Check Total	\$100.00	
05/17/22	197097	BIRD, DAWN	1990	\$28.04	4459 - BINGS LANDING - CANCELLATION-FEE
			Check Total	\$28.04	
05/17/22	197098	BIRD, DAWN	1991	\$1.96	4459 - BINGS LANDING - CANCELLATION-TAX
			Check Total	\$1.96	
05/17/22	197099	BOGART, JOHN	1956	\$200.00	3805 - COTTAGE#3
			Check Total	\$200.00	
05/17/22	197100	BURNETT, SCOTT	1972	\$200.00	R569 - 3341 - COTTAGE#1

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$200.00	
05/17/22	197101	CAMPBELL, JOYCE	1985	\$200.00	4375 - COTTAGE#3
			Check Total	\$200.00	
05/17/22	197102	CHHAY, VANESSA	1979	\$100.00	3596 - 3595 - HAMMOCK CC & PAVILION
			Check Total	\$100.00	
05/17/22	197103	CONNOLLY, RONALD	1982	\$100.00	4271 - COTTAGE#1
			Check Total	\$100.00	
05/17/22	197104	COULLIETTE, MIRANDA	1980	\$100.00	3661 - RIVER TO SEA WEST PAVILION
			Check Total	\$100.00	
05/17/22	197105	COYNE, KELLY	1986	\$100.00	4439 - HAMMOCK COMMUNITY PARK PAVILION
			Check Total	\$100.00	
05/17/22	197106	DILDAY, SHANON	1973	\$100.00	R596 - 3319 - COTTAGE#2
			Check Total	\$100.00	
05/17/22	197107	DILLARD, ALFONZO	1961	\$100.00	4029 - HAMMOCK COMMUNITY CENTER
			Check Total	\$100.00	
05/17/22	197108	DILLARD, ALFONZO	1962	\$100.00	4020 - HAMMOCK COMMUNITY PARK PAVILION
			Check Total	\$100.00	
05/17/22	197109	DOCKHORN, CATHERINE	1997	\$100.00	4522 - BETTY STEFLIK PRESERVE PAVILION
			Check Total	\$100.00	
05/17/22	197110	DOOLEY, SUSAN	1960	\$200.00	4032 - COTTAGE#3
			Check Total	\$200.00	
05/17/22	197111	DUCKWORTH, REGINA	1965	\$200.00	R742 - 3339 - COTTAGE#2
			Check Total	\$200.00	
05/17/22	197112	GIDDENS JONES, MARY JANE	1999	\$100.00	4581 - ESPANOLA COMMUNITY CENTER
			Check Total	\$100.00	
05/17/22	197113	GIDDENS JONES, MARY JANE	2002	\$112.15	4581 - ESPANOLA CC - CANCELLATION - FEE
			Check Total	\$112.15	
05/17/22	197114	GIDDENS JONES, MARY JANE	2003	\$7.85	4581 - ESPANOLA CC - CANCELLATION - TAX
			Check Total	\$7.85	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197115	GIRAULO, JASON	1970	\$100.00	2556 - BINGS LANDING SOUTH PAVILION
			Check Total	\$100.00	
05/17/22	197116	GLENN, BARRY	1957	\$200.00	3837 - COTTAGE#1
			Check Total	\$200.00	
05/17/22	197117	GODWIN, DARLENE	1992	\$200.00	4469 - COTTAGE#2
			Check Total	\$200.00	
05/17/22	197118	HOWE, NICOLE	2000	\$37.38	4586 - PPP MOODY#4 - CANCELLATION - FEE
			Check Total	\$37.38	
05/17/22	197119	HOWE, NICOLE	2001	\$2.62	4586 - PPP MOODY#4 - CANCELLATION - FEE
			Check Total	\$2.62	
05/17/22	197120	HUTCHENSON, DEBBIE	1971	\$100.00	3804 - HAW CREEK COMMUNITY CENTER
			Check Total	\$100.00	
05/17/22	197121	IRISH SOCIAL CLUB OF PALM COAST	1977	\$100.00	3935 - HERSCHEL KING PAVILION
			Check Total	\$100.00	
05/17/22	197122	KENDALL, SUSAN	1966	\$400.00	R648 - 3265 - COTTAGE#1, 2 & 3
			Check Total	\$400.00	
05/17/22	197123	KHAN, MUHAMMAD	1996	\$100.00	4496 - HAMMOCK COMMUNITY CENTER
			Check Total	\$100.00	
05/17/22	197124	LAYER, ALLISON	1954	\$100.00	3678 - HAMMOCK COMMUNITY PARK PAVILION
			Check Total	\$100.00	
05/17/22	197125	LAYER, ALLISON	1955	\$100.00	3680 - HAMMOCK COMMUNITY CENTER
			Check Total	\$100.00	
05/17/22	197126	LEEDOM, KELLY	1959	\$200.00	3528 - COTTAGE#3
			Check Total	\$200.00	
05/17/22	197127	MARSTON, VICTORIA	1993	\$100.00	4480 - BAY DRIVE PARK PAVILION
			Check Total	\$100.00	
05/17/22	197128	MERCER, AUSTIN	1978	\$25.00	4017 - PPP OPEN FIELD

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$25.00	
05/17/22	197129	MYERS, STEPHANIE	1969	\$100.00	113581 - 2185 - PPP OPEN FIELD & PAV
			Check Total	\$100.00	
05/17/22	197130	MYERS, STEPHANIE	1974	\$200.00	R622 - 3298 - COTTAGE#1
			Check Total	\$200.00	
05/17/22	197131	OSLICK, MATTHEW	1976	\$200.00	R690 - 3340 - COTTAGE#2
			Check Total	\$200.00	
05/17/22	197132	PANOS, ROSA	1975	\$200.00	R650 - 3338 - COTTAGE#1
			Check Total	\$200.00	
05/17/22	197133	PAUL PERKINS	4176	\$5.00	PPP REFUND EQ 1 04.15-04.16.22
			Check Total	\$5.00	
05/17/22	197134	ROBLES, SABRINA	1981	\$100.00	3730 - HAMMOCK COMMUNITY CENTER
			Check Total	\$100.00	
05/17/22	197135	RYALS, DAVID	1987	\$156.25	4437 - BC RV#14 - CANCELLATION - FEE
			Check Total	\$156.25	
05/17/22	197136	RYALS, DAVID	1988	\$18.75	4437 - BC RV#14 - CANCELLATION - TAX
			Check Total	\$18.75	
05/17/22	197137	SCOTT, DIANA	1995	\$100.00	4484 - HERSCHEL KING PARK PAVILION
			Check Total	\$100.00	
05/17/22	197138	SKAER-TILLEY, ASHLEY	1968	\$350.00	3192 - FCRA FAIRGROUNDS
			Check Total	\$350.00	
05/17/22	197139	VENIER, MATT	1963	\$200.00	R748 - 3342 - COTTAGE#3
			Check Total	\$200.00	
05/17/22	197140	WALKER, TAMMY	1994	\$100.00	4479 - BAY DRIVE PARK PAVILION
			Check Total	\$100.00	
05/17/22	197141	WICKS, THOMAS	1958	\$200.00	3841 - COTTAGE#2
			Check Total	\$200.00	
05/17/22	197142	WILSON, JEFF	1998	\$200.00	4521 - COTTAGE#2
			Check Total	\$200.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
05/17/22	197143	WOLFE, SHELBY	1984	\$100.00	4305 - HAMMOCK COMMUNITY CENTER
			Check Total	\$100.00	
05/17/22	197144	RYAN SIMPSON	Simpson Trvl 013122	\$334.89	Simpson, Ryan travel reimbursement 01.31.22
			Check Total	\$334.89	
05/17/22	197145	STANDARD INSURANCE COMPANY	05012022	\$1,108.60	May 2022 Basic Life
			Check Total	\$1,108.60	
05/17/22	197146	STEALTH PARTNER GROUP	05022022	\$117,334.74	May 2022 Stop Loss Fees
			Check Total	\$117,334.74	
05/17/22	197147	TEN-8 FIRE EQUIPMENT, INC	IN906447	\$2,602.61	FIRE TRUCK REPAIRS - VEHICLE # T- 62,918,917,8703
			Check Total	\$2,602.61	
05/17/22	197148	TRANSPORTATION CONTROL SYSTEMS INC.	16161	\$11,400.00	GPS VEHICLE INSTALL - INVOICE 16161
			Check Total	\$11,400.00	
05/17/22	197149	VERTEKS CONSULTING INC	178975	\$27,361.00	MITEL SUPPORT RENEWAL
			Check Total	\$27,361.00	
05/17/22	197150	W.W. GRAINGER, INC	9273904616	\$32,258.00	Disaster Preparedness Equipment COTS
05/17/22	197150	W.W. GRAINGER, INC	9278502498	\$1,153.25	Disaster Preparedness Equipment Container with lid
05/17/22	197150	W.W. GRAINGER, INC	9278502506	\$223.31	Disaster Preparedness Equipment Untra-Sidewinder
05/17/22	197150	W.W. GRAINGER, INC	9278633335	\$437.91	Disaster Preparedness Equipment Sidewinder
05/17/22	197150	W.W. GRAINGER, INC	9284951887	\$350.32	Disaster Preparedness Equipment box covers
05/17/22	197150	W.W. GRAINGER, INC	9285294956	\$1,226.12	Disaster Preparedness Equipment Box Cover
05/17/22	197150	W.W. GRAINGER, INC	9285294972	\$788.22	Disaster Preparedness Equipment box covers
05/17/22	197150	W.W. GRAINGER, INC	9285794153	\$1,401.28	Disaster Preparedness Equipment box cover
05/17/22	197150	W.W. GRAINGER, INC	9285900958	\$350.32	Disaster Preparedness Equipment box covers
05/17/22	197150	W.W. GRAINGER, INC	9287636154	\$87.58	Disaster Preparedness Equipment box covers
			Check Total	\$38,276.31	
05/17/22	197151	WATERWAY OF CENTRAL FLORIDA LLC	2219	\$5,402.70	HOSE, SUCTION & LADDER TESTING

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 05/16/22 to 05/20/22

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$5,402.70	
05/17/22	197152	WEX BANK	80633678	\$1,888.72	APRIL 2022 FUEL CARD CHARGES
			Check Total	\$1,888.72	
05/18/22	197153	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll9	\$16.00	Week of 05/13/2022
			Check Total	\$16.00	
05/18/22	197154	FCBCC GENERAL FUND (P/R)	Payroll16	\$14,287.58	Week of 05/13/2022
			Check Total	\$14,287.58	
05/18/22	197155	FCBCC GENERAL FUND (P/R)	Payroll17	\$1,675.47	Week of 05/13/2022
			Check Total	\$1,675.47	
05/18/22	197156	UNITED WAY OF VOLUSIA-FLAGLER, INC	Payroll9	\$1.00	Week of 05/13/2022
			Check Total	\$1.00	
05/19/22	197157	FLAGLER CO CLERK OF CIRCUIT COURT &	Payroll10	\$16.00	Week of 05/20/2022
			Check Total	\$16.00	
05/19/22	197158	FCBCC GENERAL FUND (P/R)	Payroll18	\$14,099.79	Week of 05/20/2022
			Check Total	\$14,099.79	
05/19/22	197159	FCBCC GENERAL FUND (P/R)	Payroll19	\$1,718.47	Week of 05/20/2022
			Check Total	\$1,718.47	
05/19/22	197160	UNITED WAY OF VOLUSIA-FLAGLER, INC	Payroll10	\$1.00	Week of 05/20/2022
			Check Total	\$1.00	
05/19/22	197161	CHARTER COMMUNICATIONS	067422801030322	\$10,409.10	Spectrum Services 03.01.22 03.31.22
05/19/22	197161	CHARTER COMMUNICATIONS	067422801040222	\$10,418.89	Spectrum Business Internet services 04.01.22
05/19/22	197161	CHARTER COMMUNICATIONS	67422801050222	\$10,446.58	AHMS BLGD Acct 0050674228-01 5.1.22 5.31.22
			Check Total	\$31,274.57	
			Report Total	\$766,384.72	

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: June 6, 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, 05/03/2022
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/10/2022
3. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/17/2022
4. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/24/2022
5. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/31/2022

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

May 3, 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 3rd day of May, 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



Joseph F. Mullins, Chair

CONCURRENCE:

Digitally signed by Heidi
Petito
Date: 2022.05.03 14:16:13
-04'00'

Heidi Petito

Heidi Petito
County Administrator



Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan
Moylan

Digitally signed by Sean S.
Moylan
Date: 2022.04.29 09:09:18
-04'00'

Sean S. Moylan
Assistant County Attorney

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

May 10, 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

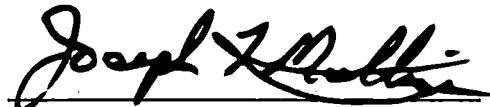
WHEREAS, extending the local emergency declaration facilitates the County's ability to continue to respond to emergency conditions along the beaches and within lands containing public and private property and infrastructure, including the securing of funding sources and entering into agreements with 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 10th day of May, 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



Joseph F. Mullins, Chair

CONCURRENCE:

Heidi Petito

Digitally signed by Heidi Petito
Date: 2022.05.03 14:17:01 -04'00'

Heidi Petito
County Administrator



Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan

Digitally signed by Sean S. Moylan
Date: 2022.04.29 09:09:45 -04'00'

Sean S. Moylan
Assistant County Attorney

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

May 17, 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 17th day of May, 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



Joseph F. Mullins, Chair

CONCURRENCE:

Heidi Petito Digitally signed by Heidi Petito
Date: 2022.05.03 14:17:39 -04'00'

Heidi Petito
County Administrator



Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S.
Moylan
Date: 2022.04.29 09:10:13 -04'00'

Sean S. Moylan
Assistant County Attorney

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

May 24, 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 24th day of May, 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



Joseph F. Mullins, Chair

CONCURRENCE:

Digitally signed by Heidi Petito
Date: 2022.05.03 14:18:16
-04'00'

Heidi Petito

Heidi Petito
County Administrator



Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Digitally signed by Sean S. Moylan
Moylan
Date: 2022.04.29 09:10:38 -04'00'

Sean S. Moylan
Assistant County Attorney

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

May 31, 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 31st day of May, 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS



Joseph F. Mullins, Chair

CONCURRENCE:

Digitally signed by Heidi Petito
 Heidi Petito
 County Administrator

Date: 2022.05.03 14:18:52 -04'00'



Jonathan Lord
 Emergency Management Director

APPROVED AS TO FORM:

Digitally signed by Sean S. Moylan
 Sean S. Moylan
 Assistant County Attorney

Date: 2022.04.29 09:11:08 -04'00'

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

SUBJECT: Approval of DAVID-GOV Memorandum of Understanding HSMV-0023-17 and Amendment 1.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: The Florida Department of Highway Safety and Motor Vehicles (FLHSMV) allows Flagler County access to the Driver and Vehicle Information Database System (DAVID) through Memorandum of Understanding HSMV-0023-17. This access allows our Human Resources Department to run driver's license checks on current and future employees to ensure compliance with County policy. Additionally, verification of driving records assists in the safety of our employees, citizens and county assets.

Staff is seeking approval for County Administrator Heidi Petito to sign the Memorandum of Understanding on behalf of Flagler County.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Pamela Wu, Human Resources Director (386) 313-4033

RECOMMENDATION: Request the Board approve the DAVID-GOV Memorandum of Understanding HSMV-0023-17 and Amendment 1.

ATTACHMENTS:

1. MOU HSMV-0023-17 (Signed May 12, 2016)
2. MOU HSMV-0023-17 Amendment 1



Florida Department of Highway Safety and Motor Vehicles

Contract / Agreement Review

DHSMV Contract No.: HSMV-0023-17 Division: MS Date: 6/29/2016

Contractor Name: Flagler County Board of County Commissioners

Contract Summary: New DAVID MOU for a govt. agency

Total Cost / Revenue: \$0.00 or No Cost Term: 6 Years

Contract Manager: Nicole Karat Phone: 850-617-2805

New Agreement

New Contract (Procurement)

Procurement Method: ITB RFP ITN RFQ Single Source Informal Quote
 Exempt per _____, Florida Statutes Not Required

Renewal

Amendment

Settlement Agreement

New / Revised Template

Approvals

Comments

<p>Division Director(s) DocuSigned by: Signature: <u> Robert Kynoch </u> Date: <u> 7/5/2016 </u> Signature: _____ Date: _____ <small>0A2EF6A47A8E486...</small></p>	
<p>Budget DocuSigned by: Signature: <u> Susan Carey </u> Date: <u> 7/11/2016 </u> <input type="checkbox"/> If checked, approval is not required as funds are not expended under this Contract/Agreement. <small>7BD6B4036905431...</small></p>	<p>No fiscal impact.</p>
<p>Accounting DocuSigned by: Signature: <u> [Signature] </u> Date: <u> 7/11/2016 </u> <input type="checkbox"/> If checked, required as funds are not received or obligated under this Contract/Agreement. <small>C98ACEAF33244DF...</small></p>	
<p>Information Services DocuSigned by: Signature: <u> Clayton B. Dickerson-Walden </u> Date: <u> 12/2016 </u> <input type="checkbox"/> If checked, this Contract/Agreement does not impact information systems. <small>30156DFB955A473...</small></p>	
<p>Legal DocuSigned by: Signature: <u> Yale Blenick </u> Date: <u> 7/14/2016 </u> <input type="checkbox"/> If checked, approval is not required as the document is a previously-approved boilerplate. <small>6935D80BC93F4FC...</small></p>	
<p>Purchasing & Contracts DocuSigned by: Signature: <u> [Signature] </u> Date: <u> 14/2016 </u> <small>7E2E9F0980B2459...</small></p>	<p>MOU was signed by other party prior to 7/1 and when executed by HSMV will not have new public records language required to be added after this date. Program office will need to amend as soon as possible to add new language.</p>
<p>Administrative Services DocuSigned by: Signature: <u> Steven Fielder </u> Date: <u> 7/18/2016 </u> <small>45F98114B4BD423...</small></p>	
<p>Deputy Executive Director Signature: _____ Date: _____ <input checked="" type="checkbox"/> If checked, review/approval by Deputy Executive Director is not required as the Contract/Agreement.</p>	
<p>Chief of Staff / Executive Director DocuSigned by: Signature: <u> Steven M. Fielder </u> Date: <u> 7/18/2016 </u> <small>45F98114B4BD423...</small></p>	<p>COS is vacant</p>

Memorandum of Understanding (MOU) – Item check list

Agency Name: Flagler County Board of County Commissioners

Documentation of current licensure or certification from resident state of corporation

- Reviewed copy of requestor’s business license.
- In state corporation status obtained from www.sunbiz.org.

Or

- Out of State Corporation licensure or certification submitted by requestor (attached).
- Reviewed requestor’s website at _____ comparing DPPA exemption claimed to the business needs or services provided to third parties.
- If vendor is acting on behalf of a government agency, a letter of authority is attached.
- This is a government/law enforcement agency.

Memorandum of Understanding


- Current forms have been provided.
- Requestor has provided appropriate signatures.
- Letter of delegation is required if signed by other than authorized official.

Form 90615 (DPPA)

- Current version of form has been provided.

Debit Authorization Form

- Account/Routing number is provided.
- An appropriate signature is provided.
- Copy of form provided to Revenue.
- N/A

Reviewed by  _____
DocuSigned by:
 Bennett White
 494622BDE3BF4BA...
 Bureau of Records

Date: 6/29/2016



**MEMORANDUM OF UNDERSTANDING
FOR GOVERNMENTAL ENTITY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)
Contract Number HSMV- HSMV-0023-17**

This Memorandum of Understanding (MOU) is made and entered into by and between Flagler County Board of County Commissioners, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a government entity operating under the laws and authority of the state of Florida and/or operating under Federal laws. As a government entity, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated duties and functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by Requesting Party shall only be for a lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID – The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information – Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) – Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(c), Florida Statutes.

- D. Driver Privacy Protection Act (DPPA) – The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- E. Government Entity – Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record – Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.
- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information – As described in Chapter 119, Florida Statutes, and information found in the motor vehicle record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report – Report completed each quarter by the POC to monitor compliance with this agreement. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any Government entity that is expressly authorized by Florida Statutes and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information – Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2) Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law, and may do so by remote electronic means, pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant

to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes.

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work:

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any law enforcement, other governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use,

or dissemination of information provided by the Providing Agency, to the extent allowed by law.

8. Immediately inactivate user access/permissions following termination or the determination of negligent, improper, or unauthorized use or dissemination of information. Update user access/permissions upon reassignment of users within five (5) business work days.
9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.
11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Timely submit the Attestation and Certification statements as required in Section VI. Compliance and Control Measures, subsections B and C.
13. For Federal Agencies Only: The Requesting Party agrees to promptly consider and adjudicate any and all claims that may arise out of this MOU resulting from the actions of the Requesting Party, duly authorized representatives, or contractors of the Requesting Party, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101, et seq., or such other Federal legal authority as may be pertinent.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this Agreement in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this Agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

- A.** Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business

purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.

- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- D. The Requesting Party shall comply with Rule 71A-1.005, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency security policies shall be made available to Requesting Party.
- E. When printed information from DAVID is no longer needed, it shall be destroyed by cross-cut shredding or incineration.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information, which must be provided to the providing agency upon request.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this Agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** – Must be completed, utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years.
- B. **Internal Control Attestation** – This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation Statement from their Agency's Internal Auditor, Inspector General, Risk Management IT Security Professional, or a currently licensed Certified Public Accountant, on or before the third and sixth anniversary of the agreement or within 180 days from receipt of an Attestation review request from the Providing Agency. The Attestation Statement shall indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation Statement shall

also certify that any and all deficiencies/issues found during the review have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation Statement upon written request by the Requesting Party for good cause shown by the Requesting Party. The Attestation Statement must have an original signature of the Agency Head or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles
Bureau of Records
2900 Apalachee Parkway, MS 89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

- C. Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which an Attestation Statement is provided, submission of the Internal Control Attestation will satisfy the requirement to submit an Annual Certification Statement.) Failure to timely submit a certification statement may result in an immediate review request and, based upon the findings of the review, suspension or termination of Requesting Party's access to DAVID information as indicated in subsection B., above.

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- D. Misuse of Personal Information** – The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Agency's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in VI.B., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required".)

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX, Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter, and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- a) This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- b) In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- c) This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding audits, report submission, and the submission of Certification and Attestation statements.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or any negative audit findings.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS HEREOF, the Parties hereto, have executed this Agreement by their duly authorized officials on the date(s) indicated below.

REQUESTING PARTY:

Flagler County Board of County Commissioners

Agency Name

1769 East Moody Blvd

Street Address

Bldg #2

Suite

Bunnell FL 32110

City State Zip Code

PROVIDING AGENCY:

Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399

BY:

Craig M. Coffey
Signature of Authorized Official

Craig M. Coffey

Printed/Typed Name

County Administrator

Title

May 12, 2016

Date

ccoffey@flaglercounty.org

Official Agency Email Address

(386) 313-4000

Phone Number

Agency Point-of-Contact:

Joseph A. Mayer

Printed/Typed Name

jmayer@flaglercounty.org

Official Agency Email Address

(386) 313-4033, 386-313-4107

Phone Number Fax Number

BY:

DocuSigned by:

[Signature]

7E2E9F0980B2459...

Lisa M. Bassett

Printed/Typed Name

Chief, Bureau of Purchasing and Contracts

Title

7/18/2016

Date

ATTACHMENT 1

FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES Request For Exempt Personal Information In A Motor Vehicle/Driver License Record

The Driver's Privacy Protection Act, 18 United States Code sections 2721-2725 ("DPPA") make personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, telephone number, medical or disability information, and emergency contact information. Personal information does not include information related to vehicular crash data (such as occurrence of a crash, speed, vehicle identity, alcohol use, location, and cause of crash), driving violations, and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exceptions provided in DPPA, which are listed on the back of this form. A request for information may be made in letter form (on company/agency letterhead, if appropriate) stating the nature of the request, the exception under which the request is made, the use of the information, and a statement that the information will not be used or redisclosed except as provided in DPPA, or by completing the information below.

I am a representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exception number 2 as listed on the reverse side of this form.

I understand that I may not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these statutes may subject me to criminal sanctions and civil liability.

The information will be used as follows (attached additional page, if necessary):

Flagler County Board of County Commissioners will utilize this information to verify driver information and history as part of the pre-employment screening process.

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true.

DRIVER PRIVACY PROTECTION ACT EXEMPTIONS

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

1. Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
 - (a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
6. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
11. For use in connection with the operation of private toll transportation facilities.
12. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
13. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
14. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
15. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

Certificate Of Completion

Envelope Id: 9ACBDD7B313A4EACA5EB58396827BF85	Status: Completed
Subject: Please DocuSign these documents: NEW Data Exchange MOU Coversheet, MOU Checklist - DocuSign.pdf, ...	
Source Envelope:	
Document Pages: 13	Signatures: 10
Certificate Pages: 7	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nicole Karat
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2900 Apalachee Parkway
	Tallahassee, FL 32399
	nicolekarat@flhsmv.gov
	IP Address: 207.156.9.1

Record Tracking

Status: Original 6/27/2016	Holder: Nicole Karat nicolekarat@flhsmv.gov	Location: DocuSign
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Signer Events

Bennett White
Bennettwhite@flhsmv.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Bennett White
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Using IP Address: 207.156.9.1

Timestamp

Sent: 6/27/2016
Viewed: 6/29/2016
Signed: 6/29/2016

Electronic Record and Signature Disclosure:
Accepted: 6/29/2016
ID: 143dfc1c-6c86-449f-a097-3bea4088ef36

Robert Kynoch
RobertKynoch@flhsmv.gov
Director of Motorist Services
FL Dept HSMV
Security Level: Email, Account Authentication (None)

DocuSigned by:
Robert Kynoch
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Using IP Address: 70.209.58.203
Signed using mobile

Sent: 6/29/2016
Viewed: 7/5/2016
Signed: 7/5/2016

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Christa Foy
christafoy@flhsmv.gov
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 207.156.9.1

Sent: 7/6/2016
Viewed: 7/11/2016
Signed: 7/11/2016

Electronic Record and Signature Disclosure:
Accepted: 7/11/2016
ID: e9697493-7302-4b99-bf16-47518c014f77

Susan Carey
SusanCarey@flhsmv.gov
Chief Financial Officer
FL Dept HSMV
Security Level: Email, Account Authentication (None)

DocuSigned by:
Susan Carey
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Using IP Address: 207.156.9.1

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Viewed: 7/11/2016
Signed: 7/11/2016

Electronic Record and Signature Disclosure:
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ID:

Signer Events**Signature****Timestamp**


Steve Burch
Steveburch@flhsmv.gov
Chief of Accounting
FL Dept HSMV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:

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Sent: 7/11/2016
Viewed: 7/11/2016
Signed: 7/11/2016

Clayton B. Dickerson-Walden
BoydDickerson-Walden@flhsmv.gov
Director of Informational Services
FL Dept HSMV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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Viewed: 7/12/2016
Signed: 7/12/2016

Yale Olenick
YaleOlenick@flhsmv.gov
Security Level: Email, Account Authentication
(None)

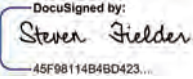
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Signed: 7/14/2016

Electronic Record and Signature Disclosure:
Accepted: 7/12/2016
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Steven Fielder
stevenfielder@flhsmv.gov
Director of Administrative Services
FL Dept HSMV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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ID:

DocuSigned by:

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Viewed: 7/18/2016
Signed: 7/18/2016


Lisa Bassett
LisaBassett@flhsmv.gov
Chief of Purchasing and Contracts
FL Dept HSMV
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
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ID:

DocuSigned by:


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Signed: 7/14/2016

Steven M. Fielder
stevenfielder@flhsmv.gov
Director of Administrative Services
FL Dept HSMV
Security Level: Email, Account Authentication
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Electronic Record and Signature Disclosure:
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ID:

DocuSigned by:

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Viewed: 7/18/2016
Signed: 7/18/2016

Signer Events	Signature	Timestamp
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<p>Lisa M. Bassett LisaBassett@flhsmv.gov Chief of Purchasing and Contracts FL Dept HSMV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p> 7E2E9F0900B2459...</p> <p>Using IP Address: 207.156.9.1</p>	<p>Sent: 7/18/2016 Viewed: 7/18/2016 Signed: 7/18/2016</p>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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<p>Audrey Littlefield AudreyLittlefield@flhsmv.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>COPIED</p>	<p>Sent: 7/12/2016</p>
<p>Craig M. Coffey ccoffey@flaglercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	<p>COPIED</p>	<p>Sent: 7/18/2016</p>
<p>Data Listing Unit DataListingUnit@flhsmv.gov Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 7/18/2016</p>

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Joe Mayer
jmayer@flaglercounty.org
Security Level: Email, Account Authentication
(None)



Sent: 7/18/2016
Viewed: 7/18/2016

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/18/2016
Signing Complete	Security Checked	7/18/2016
Completed	Security Checked	7/18/2016

Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, FL Dept HSMV (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact FL Dept HSMV:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lindaperry@flhsmv.gov

To advise FL Dept HSMV of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at lindaperry@flhsmv.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from FL Dept HSMV

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to lindaperry@flhsmv.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with FL Dept HSMV

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to lindaperry@flhsmv.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify FL Dept HSMV as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by FL Dept HSMV during the course of my relationship with you.



**MEMORANDUM OF UNDERSTANDING
FOR GOVERNMENTAL ENTITY ACCESS TO
DRIVER AND VEHICLE INFORMATION DATABASE SYSTEM (DAVID)**

This Memorandum of Understanding (MOU) is made and entered into by and between _____, hereinafter referred to as the Requesting Party, and the Florida Department of Highway Safety and Motor Vehicles, hereinafter referred to as the Providing Agency, collectively referred to as the Parties.

I. Purpose

The Providing Agency is a government entity whose primary duties include issuance of motor vehicle and driver licenses, registration and titling of motor vehicles, and enforcement of all laws governing traffic, travel, and public safety upon Florida's public highways.

In carrying out its statutorily mandated duties and responsibilities, the Providing Agency collects and maintains personal information that identifies individuals. This information is stored in the Department's Driver and Vehicle Information Database system, commonly referred to as "DAVID." Based upon the nature of this information, the Providing Agency is subject to the disclosure prohibitions contained in 18 U.S.C. §2721, the Driver's Privacy Protection Act (hereinafter "DPPA"), Section 119.0712(2), Florida Statutes, and other statutory provisions.

The Requesting Party is a government entity operating under the laws and authority of the state of Florida and/or operating under Federal laws. As a government entity, the Requesting Party may receive personal information from DAVID under the government agency exception provided in DPPA as indicated in Attachment I. The Requesting Party utilizes DAVID information for the purposes of carrying out its statutorily mandated duties and functions.

This MOU is entered into for the purpose of establishing the conditions and limitations under which the Providing Agency agrees to provide electronic access to DAVID information to the Requesting Party. Use of the data by the Requesting Party shall only be for lawful purpose.

II. Definitions

For the purposes of this Agreement, the below-listed terms shall have the following meanings:

- A. DAVID - The Providing Agency's Driver and Vehicle Information Database system that accesses and transmits driver and vehicle information.
- B. Driver License Information - Driver license and identification card data collected and maintained by the Providing Agency. This information includes personal information as defined below.
- C. Emergency Contact Information (ECI) - Information contained in a motor vehicle record listing individuals to be contacted in the event of an emergency. Emergency contact information may be released to law enforcement agencies through the DAVID system for purposes of contacting those listed in the event of an emergency, as noted in Section 119.0712 (2)(d), Florida Statutes.
- D. Driver Privacy Protection Act (DPPA) - The Federal Act (see, 18 United States Code § 2721, et seq.) that prohibits release and use of personal information except as otherwise specifically permitted within the Act.
- E. Government Entity - Any non-law enforcement agency of the state, city or county government and all Federal agencies, which may include Federal law enforcement agencies.
- F. Insurance Record - Insurance information, such as Insurance Company name, policy type, policy status, insurance creation and expiration date provided to the Requesting Party, pursuant to Section 324.242(2), Florida Statutes.

- G. Parties - The Providing Agency and the Requesting Party.
- H. Personal Information - As described in Chapter 119, Florida Statutes, information found in the motor vehicle record, which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, social security number, medical or disability information, and emergency contact information.
- I. Point-of-Contact (POC) - A person(s) appointed by the Requesting Party as the administrator of the DAVID program in their agency.
- J. Providing Agency - The Florida Department of Highway Safety and Motor Vehicles. The Providing Agency is responsible for granting access to DAVID information to the Requesting Party.
- K. Quarterly Quality Control Review Report - Report completed each quarter by the Requesting Party's POC to monitor compliance with the MOU. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination.
- L. Requesting Party - Any Government Entity that is expressly authorized by Florida Statutes and DPPA to receive personal information contained in a motor vehicle record maintained by the Providing Agency.
- M. Vehicle Information - Title and registration data collected and maintained by the Providing Agency for vehicles.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver's licenses and vehicles pursuant to Chapters 317, 319, 320, 322, 328, and Section 324.242(2), Florida Statutes. The driver license and motor vehicle data contained in the Providing Agency's databases is defined as public record pursuant to Chapter 119, Florida Statutes, and as such, is subject to public disclosure unless otherwise exempted by law.

As the custodian of the state's driver and vehicle records, the Providing Agency is required to provide access to records permitted to be disclosed by law and may do so by remote electronic means, pursuant to Sections 119.0712(2), 320.05, 321.23, 322.20, and 324.242(2), Florida Statutes, and applicable rules.

Under this MOU, the Requesting Party will be provided, via remote electronic means, information pertaining to driver licenses and vehicles, including personal information authorized to be released pursuant to Section 119.0712(2), Florida Statutes and DPPA. By executing this MOU, the Requesting Party agrees to maintain the confidential and exempt status of any and all information provided by the Providing Agency pursuant to this agreement and to ensure that any person or entity accessing or utilizing said information shall do so in compliance with Section 119.0712(2), Florida Statutes and DPPA. In addition, the Requesting Party agrees that insurance policy information shall be utilized pursuant to Section 324.242(2), Florida Statutes. Furthermore, the deceased date of an individual shall only be provided to a Requesting Party that meets the qualifications of 15 CFR §1110.102. Disclosure of the deceased date of an individual, which is not in compliance with 15 CFR §1110.102, is punishable under 15 CFR §1110.200. Additionally, because the Social Security Administration does not guarantee the accuracy of the Death Master File (DMF), the Requesting Party is reminded that adverse action should not be taken against any individual without further investigation to verify the death information listed (A notice from the Social Security Administration addressing the foregoing is attached hereto and incorporated herein by reference).

This MOU is governed by the laws of the state of Florida and jurisdiction of any dispute arising from this MOU shall be in Leon County, Florida.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Allow the Requesting Party to electronically access DAVID as authorized under this agreement.
2. Provide electronic access pursuant to established roles and times, which shall be uninterrupted except for periods of scheduled maintenance or due to a disruption beyond the Providing Agency's control, or in the event of breach of this MOU by the Requesting Party. Scheduled maintenance will normally occur Sunday mornings between the hours of 6:00 A.M. and 10:00 A.M., EST.
3. Provide an agency contact person for assistance with the implementation and administration of this MOU.

B. The Requesting Party agrees to:

1. Utilize information obtained pursuant to this MOU, including Emergency Contact Information (ECI), only as authorized by law and for the purposes prescribed by law and as further described in this MOU. In the case of ECI, such information shall only be used for the purposes of notifying a person's registered emergency contact in the event of a serious injury, death, or other incapacitation. ECI shall not be released or utilized for any other purpose, including developing leads or for criminal investigative purposes.
2. Retain information obtained from the Providing Agency only if necessary for law enforcement purposes. If retained, information shall be safeguarded in compliance with Section V. Safeguarding Information, subsection C.
3. Ensure that its employees and agents comply with Section V. Safeguarding Information.
4. Refrain from assigning, sub-contracting, or otherwise transferring its rights, duties, or obligations under this MOU, without the prior written consent of the Providing Agency.
5. Not share, provide, or release any DAVID information to any law enforcement, other governmental agency, person, or entity not a party or otherwise subject to the terms and conditions of this MOU.
6. Protect and maintain the confidentiality and security of the data received from the Providing Agency in accordance with this MOU and applicable state and federal law.
7. Defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized access, use, or dissemination of information provided by the Providing Agency, to the extent allowed by law.
8. Immediately inactivate user access/permissions following termination or the determination of negligent, improper, or unauthorized use or dissemination of information and to update user access/permissions upon reassignment of users within five (5) business work days.
9. Complete and maintain Quarterly Quality Control Review Reports as defined in Section II. Definitions, K, and utilizing the form attached as Attachment II.
10. Update any changes to the name of the Requesting Party, its Agency head, its POC, address, telephone number and/or e-mail address in the DAVID system within ten calendar days of occurrence. The Requesting Party is hereby put on notice that failure to timely update this information may adversely affect the time frames for receipt of information from the Providing Agency.

11. Immediately comply with any restriction, limitation, or condition enacted by the Florida Legislature following the date of signature of this MOU, affecting any of the provisions herein stated. The Requesting Party understands and agrees that it is obligated to comply with the applicable provisions of law regarding the subject matter of this Agreement at all times that it is receiving, accessing, or utilizing DAVID information.
12. Timely submit the Attestation and Certification statements as required in Section VI. Compliance and Control Measures, subsections B and C.
13. For Federal Agencies Only: The Requesting Party agrees to promptly consider and adjudicate any and all claims that may arise out of this MOU resulting from the actions of the Requesting Party, duly authorized representatives, or contractors of the Requesting Party, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., the Federal Employees Compensation Act, 5 U.S.C. § 8101, et seq., or such other Federal legal authority as may be pertinent.
14. Access and utilize the deceased date of an individual, or other information from the NTIS Limited Access Death Master File, as defined in 15 CFR §1110.2, in conformity with the following requirements:
 - a) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that its access to DMF information is appropriate because the Requesting Party: (i) has a legitimate fraud prevention interest, or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (ii) has systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and (iii) agrees to satisfy such similar requirements.
 - b) Pursuant to 15 CFR §1110.102, the Requesting Party certifies that it will not: (i) disclose DMF information to any person other than a person who meets the requirements of Section IV. Statement of Work, subsection B. paragraph 14 (a), above; (ii) disclose DMF information to any person who uses the information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty; (iii) disclose DMF information to any person who further discloses the information to any person other than a person who meets the requirements of subsection IV. B. 14 (a), above; or (iv) use DMF information for any purpose other than a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty.

V. Safeguarding Information

The Parties shall access, disseminate, use and maintain all information received under this MOU in a manner that ensures its confidentiality and proper utilization in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this MOU shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law.

Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in Sections 119.10 and 775.083, Florida Statutes. In addition, any person who willfully and knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability. Furthermore, failure to comply with 15 CFR §1110.102 pertaining to the deceased date of an individual may result in penalties of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year, pursuant to 15 CFR §1110.200.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this MOU. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, or the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. The Requesting Party shall not indemnify and shall not be liable to the Providing Agency for any driver license or motor vehicle information lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as otherwise provided in Section 768.28, Florida Statutes.
- C. Any and all DAVID-related information provided to the Requesting Party as a result of this MOU, particularly data from the DAVID system, will be stored in a place physically secure from access by unauthorized persons.
- D. The Requesting Party shall comply with Rule 60GG-2, Florida Administrative Code, and with Providing Agency's security policies, and employ adequate security measures to protect Providing Agency's information, applications, data, resources, and services. The applicable Providing Agency's security policies shall be made available to Requesting Party. Additionally, with respect to the deceased date of an individual, the Requesting Party shall have systems, facilities, and procedures in place to safeguard such information, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements reasonably similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986 and agrees to satisfy such similar requirements.
- E. When printed information from DAVID is no longer needed, it shall be destroyed by cross-cut shredding or incineration in accordance with Florida law.
- F. The Requesting Party shall maintain a list of all persons authorized within the agency to access DAVID information, which must be provided to the Providing Agency upon request.
- G. Access to DAVID-related information, particularly data from the DAVID System, will be protected in such a way that unauthorized persons cannot view, retrieve, or print the information.
- H. Under this MOU agreement, access to DAVID shall be provided to users who are direct employees of the Requesting Party and shall not be provided to any non-employee or contractors of the Requesting Party.
- I. By signing this MOU, the Parties, through their signatories, affirm and agree to maintain the confidentiality of the information exchanged through this agreement.

VI. Compliance and Control Measures

- A. **Quarterly Quality Control Review Report** - Must be completed by the Requesting Party, utilizing Attachment II, Quarterly Quality Control Review Report, within 10 days after the end of each quarter and maintained for two years. The following must be included in the Quarterly Quality Control Review Report:
 - 1. A comparison of the DAVID users by agency report with the agency user list;
 - 2. A listing of any new or inactivated users since the last quarterly quality control review; and
 - 3. Documentation verifying that usage has been internally monitored to ensure proper, authorized use and dissemination utilizing the auditing features available in DAVID.
- B. **Internal Control Attestation** - This MOU is contingent upon the Requesting Party having appropriate internal controls in place at all times that data is being provided/received pursuant to this MOU to ensure that the data is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation Statement from their Agency's Internal Auditor, Inspector General, Risk Management IT Security Professional, or a currently licensed Certified Public

Accountant, on or before the third and sixth anniversary of the agreement or within 180 days from receipt of a request for an Attestation from the Providing Agency. The Attestation Statement shall indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation Statement shall also certify that any and all deficiencies/issues found during the review have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation Statement upon written request by the Requesting Party for good cause shown by the Requesting Party.

The Attestation Statement must have an original signature of the Agency Head or person designated by Letter of Delegation to execute contracts/agreements on their behalf, and may be sent via U.S. Mail, facsimile transmission, or e-mailed to the Providing Agency's Bureau of Records at the following address:

Department of Highway Safety and Motor Vehicles
Chief, Bureau of Records
2900 Apalachee Parkway, MS89
Tallahassee, Florida 32399-0500
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

- C. **Annual Certification Statement** - The Requesting Party shall submit to the Providing Agency an annual statement indicating that the Requesting Party has evaluated and certifies that it has adequate controls in place to protect the personal data from unauthorized access, distribution, use, modification, or disclosure, and is in full compliance with the requirements of this MOU. The Requesting Party shall submit this statement annually, within 45 days after the anniversary date of this MOU. (NOTE: During any year in which an Attestation Statement is provided, submission of the Internal Control Attestation will satisfy the requirement to submit an Annual Certification Statement.)

In addition, prior to expiration of this MOU, if the Requesting Party intends to enter into a new MOU, a certification statement attesting that appropriate controls remained in place during the final year of the MOU and are currently in place shall be required to be submitted to the Providing Agency prior to issuance of a new MOU.

- D. **Misuse of Personal Information** - The Requesting Party must notify the Providing Agency in writing of any incident where determination is made that personal information has been compromised as a result of unauthorized access, distribution, use, modification, or disclosure, by any means, within 30 days of such determination. The statement must be provided on the Requesting Agency's letterhead and include each of the following: a brief summary of the incident; the outcome of the review; the date of the occurrence(s); the number of records compromised; the name or names of personnel responsible; whether disciplinary action or termination was rendered; and whether or not the owners of the compromised records were notified. The statement shall also indicate the steps taken, or to be taken, by the Requesting Agency to ensure that misuse of DAVID data does not continue. This statement shall be mailed to the Bureau Chief of Records at the address indicated in Section VI. Compliance and Control Measures, subsection B., above. (NOTE: If an incident involving breach of personal information did occur and Requesting Party did not notify the owner(s) of the compromised records, the Requesting Party must indicate why notice was not provided, for example "Notice not statutorily required".)

In addition, the Requesting Party shall comply with the applicable provisions of Section 501.171, Florida Statutes, regarding data security and security breaches, and shall strictly comply with the provisions regarding notice provided therein.

VII. Agreement Term

This MOU shall take effect upon the date of last signature by the Parties and shall remain in effect for six (6) years from this date unless sooner terminated or cancelled in accordance with Section IX. Termination. Once executed, this MOU supersedes all previous agreements between the parties regarding the same subject

matter.

VIII. Amendments

This MOU incorporates all negotiations, interpretations, and understandings between the Parties regarding the same subject matter and serves as the full and final expression of their agreement. This MOU may be amended by written agreement executed by and between both Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU, including to any of its attachments, must be by written agreement executed by the Parties in the same manner as this MOU was initially executed. If there are any conflicts in the amendments to this MOU, the last-executed amendment shall prevail. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A. This MOU may be unilaterally terminated for cause by either party upon finding that the terms and conditions contained herein have been breached by the other party. Written notice of termination shall be provided to the breaching party; however, prior-written notice is not required, and notice may be provided upon cessation of work under the agreement by the non-breaching party.
- B. In addition, this MOU is subject to unilateral termination by the Providing Agency without notice to the Requesting Party for failure of the Requesting Party to comply with any of the requirements of this MOU, or with any applicable state or federal laws, rules, or regulations, including Section 119.0712(2), Florida Statutes.
- C. This MOU may also be cancelled by either party, without penalty, upon 30 days' advanced written notice to the other party. All obligations of either party under the MOU will remain in full force and effect during the thirty (30) day notice period.

X. Notices

Any notices required to be provided under this MOU may be sent via U.S. Mail, facsimile transmission, or e-mail to the following individuals:

For the Providing Agency:

Chief, Bureau of Records
2900 Apalachee Parkway
Tallahassee, Florida 32399
Fax: (850) 617-5168
E-mail: DataListingUnit@flhsmv.gov

For the Requesting Party:

Agency Point-of-Contact listed on the signature page.

XI. Additional Database Access/Subsequent MOU's

The Parties understand and acknowledge that this MOU entitles the Requesting Party to specific information included within the scope of this agreement. Should the Requesting Party wish to obtain access to other personal information not provided hereunder, the Requesting Party will be required to execute a subsequent MOU with the Providing Agency specific to the additional information requested. All MOU's granting access to personal information will contain the same clauses as are contained herein regarding **Compliance and Control Measures**.

The Providing Agency is mindful of the costs that would be incurred if the Requesting Party was required to undergo multiple audits and to submit separate certifications, attestations, and reports for each executed MOU. Accordingly, should the Requesting Party execute any subsequent MOU with the Providing Agency for access

to personal information while the instant MOU remains in effect, the Requesting Party may submit a written request, subject to Providing Agency approval, to submit one of each of the following covering all executed MOU's: Quarterly Quality Control Review Report; Certification; and Attestation; and/or to have conducted one comprehensive audit addressing internal controls for all executed MOU's. The Providing Agency shall have the sole discretion to approve or deny such request in whole or in part or to subsequently rescind an approved request based upon the Requesting Party's compliance with this MOU and/or negative audit findings.

XII. Application of Public Records Law

The Requesting Party agrees to comply with the following requirements of Florida's public records laws:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Requesting Party or keep and maintain public records required by the public agency to perform the service. If the Requesting Party transfers all public records to the Department upon completion of the contract, the Requesting Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Requesting Party keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

XIII. Certification Information

Pursuant to Section IV. Statement of Work, subsection B. paragraph 14(a) above, the Requesting Party certifies that access to DMF information is appropriate based on the following specific purpose (please describe the legitimate purpose):

Please indicate whether the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity: Yes No

If the Requesting Party desires to re-disclose the deceased date of any individual to any other person or entity, the Requesting Party agrees that it will not re-disclose the data received from the Providing Agency, but rather, will contact NTIS at <https://classic.ntis.gov/products/ssa-dmf/#> to become a Certified Person, as defined by 15 CFR §1110.2. A Requesting Party who is a Certified Person may only disclose the deceased date of an individual pursuant to the Requesting Party's obligations under 15 CFR §1110.102.

IMPORTANT NOTICE

On November 1, 2011, the Social Security Administration (SSA) implemented an important change in the Death Master File (DMF) data. NTIS, a cost-recovery government agency, disseminates the Limited Access DMF on behalf of SSA. The Limited Access Death Master File contains data on decedants who died less than 3 years ago.

Please see the Q and A below, provided by SSA (and edited by NTIS to change the tense once the change had been implemented) for an explanation of the change.

Should you have any questions, please email jhounsell@ntis.gov who will forward any questions not answered below to the Social Security Administration for reply.

IMPORTANT NOTICE: Change in Public Death Master File Records

NTIS receives Death Master File (DMF) data from the Social Security Administration (SSA). SSA receives death reports from various sources, including family members, funeral homes, hospitals, and financial institutions.

Q: What change has SSA made to the Public DMF?

A: Effective November 1, 2011, the DMF data that NTIS receives from SSA no longer contains protected state death records. Section 205(r) of the [Social Security] Act prohibits SSA from disclosing the state death records SSA receives through its contracts with the states, except in limited circumstances. (Section 205r link - http://www.ssa.gov/OP_Home/ssact/title02/0205.htm)

Q: How did this change affect the size of the Public DMF?

A: The historical Public DMF contained 89 million records. SSA removed approximately 4.2 million records from this file and adds about 1 million fewer records annually.

**REMINDER:
DMF users should always investigate and verify the death listed before taking any adverse action against any individual."**

ATTACHMENT I

**FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
Request For Access to Driver And Vehicle Information Database System (DAVID)**

The Driver's Privacy Protection Act, 18 United States Code sections 2721 ("DPPA") makes personal information contained in motor vehicle or driver license records confidential and exempt from disclosure. Personal information in a motor vehicle or driver license record includes, but is not limited to, an individual's social security number, driver license or identification number, name, address, and medical or disability information. Personal information does not include information related to driving violations and driver status. Personal information from these records may only be released to individuals or organizations that qualify under one of the exemptions provided in DPPA, which are listed on the back of this form.

I am an authorized representative of an organization requesting personal information for one or more records as described below. I declare that my organization is qualified to obtain personal information under exemption number(s)

_____, as listed on page 2 of this form.

I understand that I shall not use or redisclose this personal information except as provided in DPPA and that any use or redisclosure in violation of these laws or statutes may subject me to criminal sanctions and civil liability.

Complete the following for each DPPA exemption being claimed (attach additional page, if necessary):

DPPA Exemption Claimed:	Description of how Requesting Party qualifies for exemption:	Description of how data will be used:

Obtaining personal information under false pretenses is a state and federal crime. Under penalties of perjury, I declare that I have read the foregoing Request For Access to Driver And Vehicle Information Database System and that I am entitled to receive Exempt Personal Information in A Motor Vehicle/Driver License Record and that the facts stated in it are true and correct.

Signature of Authorized Official

Title

Printed Name

Name of Agency/Entity

Date

ATTACHMENT I

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721:

Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of Titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of Title 49, CFR, and, subject to subsection (a)(2), may be disclosed as follows:

1. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
2. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
3. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only:
 - a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
4. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
5. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
6. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
7. For use in providing notice to the owners of towed or impounded vehicles.
8. For use by any licensed private investigative agency or licensed security service for any purpose permitted in accordance with 18 USC 2721 (b).
9. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of Title 49, CFR.
10. For use in connection with the operation of private toll transportation facilities.
11. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
12. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
13. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
14. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.



QUARTERLY QUALITY CONTROL REVIEW REPORT

Point of Contacts (POC) must do the following to satisfy the MOU Quarterly Quality Control Review:

- Compare the DAVID Users by Agency report with the agency user list.
 - Reconcile any differences to ensure state and agency records are consistent.
- Keep a record of any new or inactivated users since the last Quarterly Quality Control Review.
 - Update any users/user information as needed, document the reason for the change in access, and the date the change is made.
- Monitor usage to ensure proper, authorized use and dissemination.
 - Randomly select a sample of users and run an audit report for a period during the quarter. Look for any misuse, including, but not limited to reason codes, running siblings, spouses, ex-spouses, celebrities, and political figures. Look at the times of day the data was accessed, repeated runs of same record, and unexplained access to the Emergency Contact Information.
 - **Please note:** DHSMV highly recommends the agency audit users as frequently as possible to ensure misuse is not occurring.
- Complete the below report and ensure all actions are documented.

Quarter:	Year:
Total active users in DAVID:	
Total active users in agency records:	
Users inactivated during quarter:	
Users audited during quarter:	
Total cases of misuse found:	
Total cases of misuse reported to DHSMV:	

POC Signature

Date

POC Name Printed



ATTESTATION STATEMENT

Contract Number _____

In accordance with Section VI., Part B, of the Memorandum of Understanding between **Department of Highway Safety and Motor Vehicles** and _____ (Requesting Party), this MOU is contingent upon the Requesting Party having appropriate internal controls in place to ensure that data provided/received pursuant to this MOU is protected from unauthorized access, distribution, use, modification, or disclosure. The Requesting Party must submit an Attestation Statement from their Agency's Internal Auditor, Inspector General, Risk Management IT Security Professional, or a currently licensed Certified Public Accountant, on or before the third and sixth anniversary of the agreement or within 180 days from receipt of an Attestation review request from the Providing Agency. The Attestation Statement shall indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The Attestation Statement shall also certify that any and all deficiencies/issues found during the review have been corrected and measures enacted to prevent recurrence. The Providing Agency may extend the time for submission of the Attestation Statement upon written request by the Requesting Party for good cause shown by the Requesting Party.

_____ (Requesting Agency) hereby attests that the Requesting Party's controls were evaluated as required in Section VI. Part B of the MOU and the controls are adequate to protect personal data from unauthorized access, distribution, use, modification or disclosure, and is in full compliance with requirements of the contractual agreement. Furthermore, any and all deficiencies/issues found during the review were corrected and measures enacted to prevent recurrence.

The above evaluation was conducted by Requesting Party's Internal Auditor; Inspector General; Risk Management IT Security Professional; Currently licensed Certified Public Accountant, identified below as the Auditor.

Signature of Authorized Official or
Delegated Official with letter of Authority

Signature of Auditor

Printed Name

Printed Name

Title

Title

Date

Date

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

SUBJECT: Request the Board Approve an Amendment to the Capital Improvement Plan (CIP), Substituting the Replacement of the Government Services Complex, Building 5 (General Services) HVAC Unit #1 for the Replacement of 2 HVAC Units at the Hammock Community Center, and Substituting the Replacement of Building 5 (General Services) HVAC Units #2 and #3 for the Replacement of Flagler County Inmate Facility Rooftop HVAC Unit to be Completed in FY22.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Previously approved CIP projects to replace three HVAC units at the Government Services Complex, Building 5, are being substituted to replace two units at the Hammock Community Center and one HVAC unit at the Flagler County Inmate Facility, as these projects have a more immediate need.

There will be no changes to the CIP document as the project outlined was for HVAC Replacement of Various Facilities, however each of those units are individually identified on the attached project sheet.

FUNDING INFORMATION: This change will have no monetary effect as the projects are being substituted by previously approved projects with funding included as part of the FY 21-22 Budget in account 1187-114-1421-519300-510-51-000-000-546001-E-GS00041-CIPTRK-RMBUILD-1421.

DEPARTMENT CONTACT: Michael Dickson, General Services Director, (386) 313 – 4191

RECOMMENDATION: Request the Board approve the amendment of the CIP to include the replacement of two HVAC units at the Hammock Community Center and the replacement of one HVAC unit at the Flagler County Inmate Facility.

ATTACHMENTS:

- 1) Amended FY 22-26 CIP
- 2) Original HVAC CIP Project Sheet
- 3) Amended HVAC CIP Project Sheet

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

General Fund Capital Preservation Projects Fund 001			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)**

General Fund New Construction Projects Fund 001			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

General Fund Technology Projects Fund 001			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
5	Water Oak Rd (CR 2006 to Mahogany) Construction	FDOT/Gas Tax		3,503,755					3,503,755
6	1st Ave, Osceola, & Apache Improvements Construction	FDOT/Gas Tax		1,789,571					1,789,571
	Subtotal		\$ 367,500	\$ 5,434,006	\$ -	\$ -	\$ -	\$ -	\$ 5,801,506

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

Other Funding			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
	Subtotal		\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000

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
2	Constructions of T-Hangars			6,544,136					6,544,136
	Subtotal		\$ -	\$ 6,614,440	\$ -	\$ -	\$ -	\$ -	\$ 6,614,440

Capital Improvement Plan - FY 21-22 Project Sheet

Project Name:	General Services HVAC Replacement	FY Adopted:	2022
Project #:	630125	Completion Date:	9/30/2022
Department:	General Services		
Project Manager:	Mike Dickson		
Description:	These are all HVAC projects that should be done periodically for the preservation of the facility. Included is Unit #1 at the Emergency Ops Center: a 6.5 ton R22 with a 6.5 ton 410 unit replacement; Unit #1a at the EOC: a 3 ton R22 with a 3 ton 410 unit; General Services Building #5: Unit #1 replacement, 12 ton R22 with a 12 ton 410 unit; Building #5: Unit #2 replacement, a 3.5 ton R22 with a 3.5 ton 410 unit; Building #5: Unit #3 replacement, a 5 ton R22 with a 5 ton 410 unit; Building #5: Unit #4 replacement, a 3 ton R22 with a 3 ton 410 unit; Bunnell Branch Library: Unit #1 replacement, a 7.5 ton R22 with a 7.5 ton 410 unit; Fire Station #92: Unit #1 replacement, a 5 ton R22 with a 5 ton 410 unit; Inmate Facility Unit #1 replacement, 5 ton 410 unit; Unit #3, 5 ton 410 unit; Unit #4 7.5, ton 410 unit; Unit #5, 4 ton 410 unit. Energy plant chiller pump replacement.		
Operating Impact:	These are all HVAC projects that should be replaced periodically for the preservation of each facility. The expectation is that each replacement due to age, will be more efficient and less costly to operate.		
Strategic Plan:	Goal H.1. - Develop and maintain Public Facilities that support Flagler County's desired quality of life and vision for the future.		

FY 21-22 Funding

General Fund	120,000
Total Revenues	\$ 120,000
EOC: 2 Units	11,400
Building 5: 4 Units	28,200
Bunnell Library: 1 Unit	9,000
Station 92: 1 Unit	6,000
Inmate Facility: 5 Units	40,400
Energy Plant chill pump	25,000
Total Expenditures	\$ 120,000



Capital Improvement Plan - FY 21-22 Project Sheet

Project Name:	General Services HVAC Replacement	FY Adopted:	2022
Project #:	630125	Completion Date:	9/30/2022
Department:	General Services		
Project Manager:	Mike Dickson		
Description:	These are all HVAC projects that should be done periodically for the preservation of the facility. Included is Unit #1 at the Emergency Ops Center: a 6.5 ton R22 with a 6.5 ton 410 unit replacement; Unit #1a at the EOC: a 3 ton R22 with a 3 ton 410 unit; Hammock Community Building: Unit #1 replacement, a 4 ton R22 with a 4 ton 410 unit; Hammock Community Building: Unit #2 replacement, a 4 ton R22 with a 4 ton 410 unit; Bunnell Branch Library: Unit #1 replacement, a 7.5 ton R22 with a 7.5 ton 410 unit; Fire Station #92: Unit #1 replacement, a 5 ton R22 with a 5 ton 410 unit; Inmate Facility Unit #1 replacement, 5 ton 410 unit; Unit #3, 5 ton 410 unit; Unit #4 7.5, ton 410 unit; Unit #5, 4 ton 410 unit; Inmate Facility: Unit #13 replacement, a 6 ton R22 roof top package unit with a 6 ton 410 roof top package unit. Energy plant chiller pump replacement.		
Operating Impact:	These are all HVAC projects that should be replaced periodically for the preservation of each facility. The expectation is that each replacement due to age, will be more efficient and less costly to operate.		
Strategic Plan:	Goal H.1. - Develop and maintain Public Facilities that support Flagler County's desired quality of life and vision for the future.		

FY 21-22 Funding	
General Fund	120,000
Total Revenues	\$ 120,000
EOC: 2 Units	
	11,400
Building 5: 1 Unit	
	5,000
Hammock Comm: 2 Units	
	9,100
Bunnell Library: 1 Unit	
	9,000
Station 92: 1 Unit	
	6,000
Inmate Facility: 6 Units	
	54,500
Energy Plant chill pump	
	25,000
Total Expenditures	\$ 120,000



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

SUBJECT: Consideration of Distribution of Local Option Gas Tax FY 2022-2023

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Florida Statutes, Chapter 336.025(5)(a) requires the County notify the Florida Department of Revenue of any revision to the rate of tax and distribution proportions for Local Gas Tax each year. The statute further provides for the methodology to be used for the distribution of local option fuel taxes to be established through an Interlocal Agreement between the County and the municipality representing a majority of the incorporated areas within the County, in this case, the City of Palm Coast.

An Interlocal Agreement reached between the City of Palm Coast and Flagler County on July 15, 2002 stipulates that the City provide the County with any revisions to its Road Inventory annually in order that such revisions can be incorporated into the distribution formula to be reported to the Florida Department of Revenue. Each municipality within Flagler County was contacted by letter and given the opportunity to update their road inventory data as appropriate. Lane miles were adjusted according to updated road inventory reports received from the Municipalities. Current population data (2021 Population estimates) was obtained from the Bureau of Economic and Business Research (BEBR) at the University of Florida

The table below reflects the previous year's information and most current available data:

JURISDICTION	POPULATION 2019-2020	POPULATION 2020-2021	LANE-MILES 2019-2020	LANE-MILES 2020-2021	PERCENTAGE OF TOTAL FY 2020-2021	
					Population	Lane-Miles
City of Marineland	6	12	0	0	0	0
City of Beverly Beach	382	479	4.115	4.115	0.40%	0.25%
City of Bunnell	3,507	3,495	60.82	54	2.92%	3.20%
City of Flagler Beach	4,700	5,133	61.435	61.435	4.29%	3.65%
City of Palm Coast	89,437	92,866	1,186.2	1,120	77.61%	66.44%
Unincorporated County	16,141	17,677	446.1	446.1	14.78%	26.46%
TOTALS	114,173	119,662	1,758.67	1685.65	100%	100%

The following table reflects a distribution formula based on a 50%-50% ratio of population and lane miles in accordance with the Interlocal Agreement.

JURISDICTION	<i>Distribution proportion based on population (Percentage X 0.5)</i>	<i>Distribution proportion based on lane-miles (Percentage X 0.5)</i>	TOTAL DISTRIBUTION (PERCENTAGE)
City of Marineland	0	0	0
City of Beverly Beach	0.20	0.125	0.33%
City of Bunnell	1.46	1.6	3.06%
City of Flagler Beach	2.15	1.825	3.97%
City of Palm Coast	38.80	33.22	72.02%
Unincorporated County	7.39	13.23	20.62%
TOTALS	50	50	100%

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Faith Alkhatib, P.E. County Engineer 313-4006

RECOMMENDATION: Request the Board approve the Distribution Table as presented and authorize the County Engineer to forward this information to the Florida Department of Revenue.

ATTACHMENTS: N/A

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

SUBJECT: Consideration of the Florida Department of Transportation (FDOT) Five-Year Work Program Project Priority List for Fiscal Years 2023/2024 through 2027/2028.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: The Florida Department of Transportation (FDOT) has requested Flagler County to submit a project priority list for the 2023/2024 through 2027/2028 funding cycle, the same as they do every year at this time. Each year FDOT utilizes the list to determine what new projects are to be added to the 5-year FDOT workplan.

The projects have been ranked based on need as determined by County staff. Projects of the municipalities of Palm Coast, Flagler Beach, Beverly Beach and Bunnell are within the River to Sea Transportation Planning Organization's 5-Year Work Program. We are requesting that the Board approve the rankings below.

Recommended FDOT Five Year Work Program Project Priority List for Fiscal Years 2023/2024 through 2027/2028:

- 1 CR 304 Bridge Replacements
- 2 CR 304 Resurfacing Segment 2 (SR 11 to US1)
- 3 Commerce Parkway Improvements (SR100 to US 1)
- 4 Armand Beach Roads Reconstruction
- 5 East Daytona North Roadway Paving (multi-phase project)
- 6 Walnut Avenue Paving from Forest Park Street to Water Oak Road
- 7 Westmayer Place Paving
- 8 Jungle Hut Road Resurfacing
- 9 Forest Park Street and County Road 35 Paving from SR 100 to End
- 10 CR 90 Paving from Hickory Street to CR 75
- 11 Durrance Lane Paving
- 12 Canal Avenue Paving from Forest Park Street to Coconut Boulevard
- 13 West Flagler County Roadway Paving (multi-phase project)
- 14 West Daytona North Roadway Paving (multi-phase project)
- 15 Various Roads Roadway Paving - CR 110, CR 140, CR 200, and CR 335 - 4.7 Miles
- 16 Canal Avenue and Water Oak Road Intersection Improvement
- 17 St. Mary's Place Paving and Drainage Improvements – Old Dixie Highway to End of Roadway
- 18 Old Kings Road North I-95 Overpass
- 19 John Anderson Highway Collector Roadway Resurfacing - Bulow Woods Cir, Trail Run, Indian Mound Ct, and Creek Bluff Run
- 20 Old Kings Road South 4-Laning from SR 100 to Flagler County Line
- 21 John Anderson Highway 4-Laning from SR 100 to Flagler County Line

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Faith Alkhatib, P.E. County Engineer (386) 313-4045

RECOMMENDATIONS: Request the Board approve the FDOT Five-Year Work Program project priority list for fiscal years 2023/2024 through 2027/2028.

ATTACHMENTS:

1. Resolution to approve FDOT 5-Year Work Program Priority List with Exhibit
2. FDOT 5-Year Work Program Priority List Project Descriptions

RESOLUTION NO. 2022 - ____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE PRIORITIZED LIST OF PROJECTS FOR INCLUSION IN THE FDOT FIVE-YEAR WORK PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) annually requests project priorities for inclusion in the FDOT 5-Year Work Program; and

WHEREAS, Flagler County desires to submit a prioritized list of projects for inclusion in the FDOT 5-Year Work Program.

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

Section 1. The prioritized list of projects as attached hereto as Exhibit A and incorporated herein is approved for inclusion in the FDOT Five-Year Work Program.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 6th day of June 2022, by the Board of County Commissioners, Flagler County, Florida.

ATTEST:

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

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: 2022.06.01 10:53:59 -04'00'

Sean S. Moylan, Deputy County Attorney

EXHIBIT A

FDOT 5 Year Work Program Project Priority List FY 2023/2024 – 2027/2028

- 1 CR 304 Bridge Replacements
- 2 CR 304 Resurfacing Segment 2 (SR 11 to US1)
- 3 Commerce Parkway Improvements (SR100 to US 1)
- 4 Armand Beach Roads Reconstruction
- 5 East Daytona North Roadway Paving (multi-phase project)
- 6 Walnut Avenue Paving from Forest Park Street to Water Oak Road
- 7 Westmayer Place Paving
- 8 Jungle Hut Road Resurfacing
- 9 Forest Park Street and County Road 35 Paving from SR 100 to End
- 10 CR 90 Paving from Hickory Street to CR 75
- 11 Durrance Lane Paving
- 12 Canal Avenue Paving from Forest Park Street to Coconut Boulevard
- 13 West Flagler County Roadway Paving (multi-phase project)
- 14 West Daytona North Roadway Paving (multi-phase project)
- 15 Various Roads Roadway Paving - CR 110, CR 140, CR 200, and CR 335 -
4.7 Miles
- 16 Canal Avenue and Water Oak Road Intersection Improvement
- 17 St. Mary's Place Paving and Drainage Improvements – Old Dixie Highway to
End of Roadway
- 18 Old Kings Road North I-95 Overpass
- 19 John Anderson Highway Collector Roadway Resurfacing - Bulow Woods Cir,
Trail Run, Indian Mound Ct, and Creek Bluff Run
- 20 Old Kings Road South 4-Laning from SR 100 to Flagler County Line
- 21 John Anderson Highway 4-Laning from SR 100 to Flagler County Line

Exhibit A

**Flagler County Proposed Priority List
Transportation Program
FY 2023/2024 – 2027/2028**

1. CR 304 Bridge Replacements

Construction phase for the replacement of four bridges along County Road 304.
 Bridge 734010 (Canal Structure) (estimated Construction Cost \$1,995,000)
 Bridge 734011-(Middle Haw Creek), (estimated Construction Cost \$5,985,000)
 Bridge 734012 (Sweetwater Branch) (estimated Construction Cost \$4,123,000)
 Bridge 734013 (Parker Canal) (estimated Construction Cost \$3,990,000)

The design phase of the project is complete.

Total Construction (4 bridges) \$16,093,000
 Construction Engineering & Inspection \$1,700,000
 Total Estimated Project Cost - \$17,793,000

2. County Road 304 Resurfacing Segment 2 (SR 11 to US1)

This project consists of roadway rehabilitation, resurfacing, widening, and associated stormwater improvements for CR 304 from SR11 to US1. This is an approximately 7.75 mile long project. The design was completed was completed under SCOP Agreement FPN 435300-1-38-01.

Construction \$9,653,841
 Construction Engineering Inspection \$965,384
 Total Estimated Project Cost - \$10,619,225

3. Commerce Parkway Improvements (SR100 to US 1)

This project consists of roadway rehabilitating, resurfacing, widening, and extending Commerce Parkway from SR 100 to US 1. This is an approximately 1.7 mile long project. The project will include paving, milling and resurfacing of existing pavement, roadway extension, trail construction, wetland preservation, stormwater improvements, signage and pavement markings, and culvert construction.

Design \$300,000
 Construction \$14,630,000
 Construction Engineering Inspection \$900,000
 Total Estimated Project Cost \$15,830,000

4. Armand Beach Roadway Improvements (2.05 miles)

This project consists of pavement repair, milling, resurfacing and associated roadway improvements of approximately 2.05 miles of roadways in the Armand Beach Subdivision. Roadways include Solee Road, Armand Beach Drive, Mahoe Drive North, Mahoe Drive South, Cottonwood Trail, Susan Place, Rosemary Place, Laurel Drive, Laurel Lane, Willow Drive.

Construction/CEI - \$2,650,000

Total Estimated Project Cost - \$2,650,000

5. East Daytona North Roadway Paving (approx. 24.5 miles)

The project consists of paving of existing unpaved roadways in the area known as Daytona North in Flagler County. Proposed improvements include 10' paved travel lanes with stabilized shoulders and associated stormwater improvements.

Roadways include:

Phase 1: (2.3 miles)

- Aspen Street (0.8 mi.)
- Poinsetta Street (0.5 mi.)
- Greenbriar Street (0.2 mi.)
- Pear Avenue (0.2 mi.)
- Citrus Avenue (0.2 mi.)
- Tangelo Avenue (0.2 mi.)
- Shady Lane (0.2 mi.)

Design - \$250,000 (FDOT programmed amount is \$115,000, County's additional request \$135,000)

Construction/CEI - \$3,670,800

Phase 2: (3.3 mi.)

- Sugarbush Street (0.3 mi.)
- Mistletoe Street (0.3 mi.)
- Arbor Avenue (0.5 mi.)
- Cranberry Avenue (0.5 mi.)
- Dogwood Street (0.2 mi.)
- Banana Street (0.2 mi.)
- Apple Street (0.5 mi.)
- Clove Avenue (both segments) (0.8 mi.)

Design – Ongoing with grant amount of \$165,000

Construction/CEI - \$6,320,160

Phase 3: (4 mi.)

- Sherwood Street (1 mi.)
- Honeytree Street (1 mi.)

BerryBush Street (1 mi.)

Evergreen Avenue (1 mi.)

Design - \$400,000

Construction/CEI - \$6,384,000

Phase 4: (3.6 mi.)

Hickory Street (both segments) (2 mi.)

Grove Street (0.5 mi.)

Blueberry Street (0.3 mi.)

Fir Street (0.2 mi.)

Fig Street (0.2 mi.)

Fruitwood Avenue (0.4 mi.)

Design - \$350,000

Construction/CEI - \$5,745,600

Phase 5: (3.6 mi.)

Butternut Avenue (1.3 mi.)

Oleander Avenue (0.3 mi.)

Acorn Avenue (0.5 mi.)

Greentree Street (0.3 mi.)

Bamboo Street (0.2 mi.)

Palmetto Street (0.2 mi.)

Briarwood Street (0.2 mi.)

Plum Avenue (0.2 mi.)

Redwood Street (0.4 mi.)

Design - \$350,000

Construction/CEI - \$5,745,600

Phase 6: (4.5 mi.)

Rosewood Street (1.5 mi.)

Hazelnut Street (1.5 mi.)

Elder Street (1.5 mi.)

Design - \$450,000

Construction/CEI - \$7,182,000

Phase 7: (1.8 mi.)

Spruce Street (0.5 mi.)

Mulberry Lane (0.4 mi.)

Pecan Street (0.4 mi.)

Pine Street (0.5 mi.)

Design - \$150,000

Construction/CEI - \$2,872,800

Phase 8: (2.8 mi.)

Peach Street (0.3 mi.)

Candleberry Street (1 mi.)

Satinwood Street (0.4 mi.)

Papaya Street (0.7 mi.)

Willow Lane (0.4 mi.)

Design - \$350,000

Construction/CEI - \$4,468,800

6. Walnut Avenue Paving from Forest Park Street to Water Oak Road (2.75 miles)

This project consists of design and construction for the paving of a 2.75 mile long dirt road with stabilized shoulders. The project includes paving, signing, pavement marking, and shoulder stabilizing. Drainage improvements could include swale and ditch modifications and culvert installation. Right-of-way acquisition is not anticipated.

Design –\$250,000 Programmed for FY2024

Construction/CEI –\$ 4,056,000

Total Estimated Project Cost - \$4,306,000

7. Westmayer Place Paving (0.13 Miles)

Project consists of paving, replacing signage, and installing limited striping for a 0.13 mile existing unpaved roadway with associated stormwater improvements. Right-of-way acquisition is not anticipated.

Design - \$80,000 (\$50,000 Programmed for FY2024, County's additional request \$30,000)

Construction - \$498,750

Total Estimated Project Cost - \$578,750

8. Jungle Hut Road Resurfacing

This project consists of design and resurfacing of approximately 0.75 miles of roadway. The project includes paving, signing & pavement markings, and stabilized shoulders.

Design - \$120,000 Programmed for FY2025

Construction - \$1,596,000

Total Estimated Project Cost - \$1,716,000

9. Forest Park Street and County Road 35 Paving from SR 100 to End (3.2 miles)

This project consists of paving of a 3.2 mile long dirt road with 11-foot travel lanes and stabilized shoulders. The project includes paving, signing, pavement marking, and shoulder stabilizing with associated stormwater improvements. Right-of-way acquisition is not anticipated.

Design -\$442,750 Programmed for FY2025

Construction -\$5,107,200

Total Estimated Project Cost - \$5,549,950

10. CR 90 from Hickory Street to CR 75

Project scope consists of paving the existing stabilized roadway. The project includes paving, signing, pavement marking, and sod stabilization of roadside disturbed areas. Right-of-way acquisition is not anticipated

Construction/CEI - \$1,078,208

Total Estimated Project Cost - \$1,078,208

11. Durrance Lane Paving (2.5 miles)

Paving of Durrance Lane from the Flagler County line to Shedd Lane with associated stormwater and roadway improvements.

Design - \$350,000

Construction/CEI - \$5,027,400

Total Estimated Project Cost - \$5,377,400

12. County Road 302 from Coconut Blvd to Forest Park formerly named Canal Avenue Paving from Forest Park Street to Coconut Boulevard (2.5 miles)

This project consists of design and construction for the paving of a 2.5 mile long dirt road with 11-foot travel lanes and stabilized shoulders. The project includes paving, signing, pavement marking, and shoulder stabilizing. Drainage improvements could include swale and ditch modifications and culvert installation. Right-of-way acquisition is not anticipated.

Design -\$292,750 Programmed for FY2024

Construction and CEI -\$4,056,000

Total Estimated Project Cost -\$4,348,750

13. West Flagler County Roadway Paving (14.75 miles)

The project consists of paving of existing unpaved roadways in Flagler County. Proposed improvements include 10'-12' paved travel lanes with paved and/or stabilized shoulders and associated roadway and stormwater improvements.

Phase 1: (5.5 mi.)

CR 75 from Canal Avenue (CR 302) to CR 90 (2 mi.)

Design - \$350,000
Construction/CEI - \$4,213,440

Phase 2: (2 mi.)

CR 65 from Canal Avenue (CR 302) to CR 80 (1 mi.)

CR 80 from CR 75 to roadway end (1 mi.)

Design - \$200,000
Construction/CEI - \$3,192,000

Phase 3: (5 mi.)

Bimini Lane (0.5 mi.)

Garden Lane (0.5 mi.)

CR 35 from SR 100 to Canal Avenue (CR 302) (1 mi.)

Black Point Road (CR5 East, CR5 West & CR10) (3 mi.)

Design - \$500,000
Construction/CEI - \$7,980,000

Phase 4: (3.5 mi.)

CR 125 from SR 11 to CR135 North (0.5 mi.)

CR 135 North from CR 140 to CR 304 (1.5 mi.)

CR 140 from SR 11 to CR 135 North (1.5 mi.)

Design - \$400,000
Construction/CEI - \$5,586,000

14. West Daytona North Roadway Paving (24.1 miles)

The project consists of paving of existing unpaved roadways in the area known as Daytona North in Flagler County. Proposed improvements include 10' paved travel lanes, stabilized shoulders and associated roadway and stormwater improvements. Construction is planned to be completed in 2-3 mile segments.

Roadways include:

Phase 9: (3.5 mi.)

Maple Street (0.3 mi.)
Lime Lane (0.2 mi.)
Lime Avenue (0.5 mi.)
Olive Avenue (0.4 mi.)
Palm Avenue (1 mi.)
Beech Boulevard (both segments) (2 mi.)

Design - \$400,000
Construction/CEI - \$5,586,000

Phase 10: (3.8 mi.)

Cottonwood Street (0.5 mi.)
Cinnamon Street (0.5 mi.)
Cedar Street (0.3 mi.)
Cherry Lane (1 mi.)
Apricot Avenue (0.4 mi.)
Birch Street (0.3 mi.)
Balsa Street (0.3 mi.)
Ash Street (0.3 mi.)
Almond Street (0.3 mi.)
Alder Avenue (0.2 mi.)

Design - \$450,000
Construction/CEI - \$6,064,800

Phase 11: (2 mi.)

Lemon Street (0.5 mi.)
Chestnut Avenue (0.5 mi.)
Buckeye Lane (0.5 mi.)
Cypress Avenue (0.3 mi.)
Elm Avenue (0.2 mi.)

Design - \$200,000
Construction/CEI - \$3,192,000

Phase 12: (2.6 mi.)

Orange Street (0.6 mi.)

Oak Street (0.2 mi.)
Mangrove Street (0.3 mi.)
Ironwood Avenue (0.4 mi.)
Logwood Lane (0.2 mi.)
Mango Avenue (0.9 mi.)

Design - \$300,000
Construction/CEI - \$4,149,600

Phase 13: (6.1 mi.)

Nutwood Avenue (0.9 mi.)
Royal Palm Drive (1.8 mi.)
Pineapple Street (1.8 mi.)
Tangerine Avenue (1.6 mi.)

Design - \$700,000
Construction/CEI - \$9,735,600

Phase 14: (3 mi.)

Laurel Avenue (1 mi.)
Holly Lane (1 mi.)
Guava Lane (1 mi.)

Design - \$350,000
Construction/CEI - \$4,788,000

Phase 15: (2.1 mi.)

Basswood Avenue (0.7 mi.)
Hibiscus Street (0.6 mi.)
Sabal Palm Street (0.3 mi.)
Persimmon Street (0.2 mi.)
Orange Blossom Street (0.3 mi.)

Design - \$220,000
Construction/CEI - \$3,351,600

Phase 16: (4.4 mi.)

Coconut Boulevard (both segments) (2 mi.)

Bayberry Street (1.3 mi.)
Sandalwood Lane (0.5 mi.)
Sassafras Lane (0.3 mi.)
Fruit Avenue (0.3 mi.)

Design - \$500,000
Construction/CEI - \$7,022,400

15. Various Roads Roadway Paving - CR 110, CR 140, CR 200, and CR 335 (4.7 miles)

The project consists of paving of existing unpaved roadways in Flagler County. Proposed improvements include 10' -12' paved travel lanes with paved and/or stabilized shoulders and associated roadway and stormwater improvements.

CR 110 from CR 305 to CR 2007 (1.2 mi.)
CR 140 West from SR 11 to CR 135 (1.5 mi.)
CR 200 from US 1 to roadway end (1.2 mi.)
CR 335 from Old Dixie Highway to roadway end (0.5 mi.)

Design - \$500,000
Construction - \$6,650,000
Total Estimated Project Cost - \$7,150,000

16. Canal Avenue and Water Oak Road Intersection Improvement

The project consists of the relocation and improvement of an intersection at Canal Avenue and Water Oak Road. The existing intersection forces traffic from Daytona North to travel an additional 1/3 of a mile to access and forces traffic to U-turn in order to access SR 100 which is a designated evacuation route. Water Oak Road is the most direct route to SR 100 for residences on the west side of Daytona North.

PD&E - \$500,000
Design - \$500,000
Construction - \$10,640,000
Total Estimated Project Cost - \$11,640,000

17. St. Mary's Place Paving and Drainage Improvements - Old Dixie Highway to End of Roadway (0.2 miles)

This project consists of design and construction for the paving of a 0.2 mile long dirt road with 11-foot travel lanes and stabilized shoulders. The project includes paving, signing, pavement marking, and shoulder stabilizing. Drainage improvements could include swale and ditch modifications and culvert installation. Right-of-way acquisition is not anticipated.

Design - \$100,000
Construction - \$931,000

Total Estimated Project Cost - \$1,031,000

18. Old Kings Road North I-95 Overpass

Design, Permitting and Construction of the Old Kings Road North I-95 Overpass. Design of the new overpass will take into account pedestrian facilities and a wider typical roadway section. Wetland mitigation is anticipated.

Design - \$1,700,000

Construction - \$16,891,000

Total Estimated Project Cost - \$18,591,000

19. John Anderson Highway Collector Roadway Resurfacing (1.5 Miles)

Resurfacing of collector roadways along John Anderson Highway. Roadways include Bulow Woods Cir, Trail Run, Indian Mound Ct, and Creek Bluff Run.

Design - \$140,000

Construction - \$1,330,000

Total Estimated Project Cost - \$1,470,000

20. Old Kings Road South 4-Laning from SR100 to Flagler County Line (3.8 miles)

The design, construction and CEI associated with widening Old Kings Road from the existing 2-lane paved roadway to a 4-lane roadway from SR 100 to the Flagler/Volusia County Line. Improvements to the existing stormwater system will be required as part of the project scope.

Design - \$800,000

Construction - \$7,980,000

Total Estimated Project Cost - \$8,780,000

21. John Anderson Highway 4-Laning from SR100 to Flagler County Line (4.2 Miles)

The design, construction and CEI associated with widening John Anderson Highway from the existing 2-lane paved roadway to a 4-lane roadway from SR 100 to the Flagler/Volusia County Line. Improvements to the existing stormwater system will be required as part of the project scope.

Design - \$550,000

Construction - \$5,985,000

Total Estimated Project Cost - \$6,535,000

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

SUBJECT: Consideration of Project Recommendations and Ranking of the FDOT Transportation Alternative Priorities for Fiscal Years 2023/2024 through 2027/2028.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Each year the Florida Department of Transportation (FDOT) solicits local candidate projects for funding under its Transportation Alternatives program (TAP). TAP projects focus on improvements that create alternatives to transportation for the non-motorized user and enhancements to the transportation system for all users.

The projects have been ranked based on need as determined by County staff. We are requesting that the Board approve the rankings below.

Recommended FDOT Transportation Alternatives Priorities for Fiscal Years 2023/2024 through 2027/2028:

1. Pedestrian / Multi-use Bridge over US1
2. Bulow Creek Headwaters Regional Park
3. Old Kings Road North Multi-Use Trail, Matanzas Woods Pkwy to I-95
4. John Anderson Highway Multi-Use Trail, SR 100 to Volusia County Line
5. US1 Trail - Royal Palms to Palm Coast Parkway
6. Revitalization of Historic Old Brick Road for Multi-Use Trail
7. Lehigh Trail US 1 Multi-Use Trail and Pedestrian Bridge
8. Intracoastal Observation Platform at Herschel King Park

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Faith Alkhatib, P.E., County Engineer (386) 313-4045

RECOMMENDATIONS: Request the Board approve staff's recommended FDOT Transportation Alternatives Program submittal for Fiscal Years 2023/2024 through 2027/2028.

ATTACHMENTS:

1. Resolution to approve Transportation Alternatives Program List with Exhibit
2. Transportation Alternative Program Project Descriptions

RESOLUTION NO. 2022-_____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE PRIORITIZED LIST OF PROJECTS FOR INCLUSION IN THE FDOT TRANSPORTATION ALTERNATIVES PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) annually requests project priorities for inclusion in the FDOT Transportation Alternatives Program; and

WHEREAS, Flagler County desires to submit a prioritized list of projects for inclusion in the FDOT Transportation Alternatives Program.

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

Section 1. The prioritized list of projects attached hereto as Exhibit A and incorporated herein is approved for inclusion in the five-year FDOT Transportation Alternatives Program.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 6th day of June 2022, by the Board of County Commissioners, Flagler County, Florida.

ATTEST:

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

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: 2022.06.01 10:58:08 -04'00'

Sean S. Moylan, Deputy County
Attorney

EXHIBIT A

FDOT Transportation Alternatives Program Project Priority List
FY 2023/2024 – 2027/2028

1. Pedestrian / Multi-use Bridge over US1
2. Bulow Creek Headwaters Regional Park
3. Old Kings Road North Multi-Use Trail, Matanzas Woods Pkwy to I-95
4. John Anderson Highway Multi-Use Trail, SR 100 to Volusia County Line
5. US1 Trail - Royal Palms to Palm Coast Parkway
6. Revitalization of Historic Old Brick Road for Multi-Use Trail
7. Lehigh Trail US 1 Multi-Use Trail and Pedestrian Bridge
8. Intracoastal Observation Platform at Herschel King Park

**Transportation Alternatives Program Project Descriptions
FY 2023/2024 – 2027/2028**

1. Pedestrian / Multi-use Bridge over US1

This project consists of a multi-use (pedestrian, equestrian, bicycle) bridge and a 1.4 mile multi-use trail that will connect the Florida Agricultural Museum to both Ranch House Grade and the historic Old Kings Road and an existing 10-foot-wide multi-use trail along the west side of US 1.

Design - \$1,700,000

Construction/CEI - \$20,349,000

Total Estimated Project Cost - \$22,049,000

2. Bulow Creek Headwaters Regional Park

This project is to design and construct a proposed park at the Bulow creek headwaters. The proposed park will include bicycle trails, pedestrian trails, equestrian trails, and a canoe launch and trail. A multi-use trail connection will be provided to connect

Design – \$800,000

Construction - \$9,310,000

Total Estimated Project Cost - \$10,110,000

3. Old Kings Road North Multi-Use Trail, Matanzas Woods Pkwy to I-95

This project consists of 4.2 miles of multi-purpose paths on either side of Old Kings Road north from Matanzas Woods Parkway to US-1. The project will connect residential neighborhoods and publicly owned recreational lands along the corridor into the existing pedestrian trail on Matanzas Woods Parkway. The project will provide a paved multi-use path and a shell path on opposite sides of Old Kings Road for the project length.

Design - \$500,000

Construction - \$5,985,000

Total Estimated Project Cost - \$6,485,000

4. John Anderson Highway Multi-Use Trail, SR 100 to Volusia County Line

This project consists of 4 miles of paved multi-purpose path along John Anderson Highway from SR 100 south to the Flagler/Volusia County Line.

Design \$350,000

Construction - \$3,857,000

Total Estimated Project Cost - \$4,207,000

5. US 1 Trail, Royal Palms Parkway to Palm Coast Parkway

This project consists of 4.8 miles of paved multi-purpose path along SR 5 (US 1) from Royal Palms Parkway north to Palm Coast Parkway. The project will connect existing trail/path end points and is planned to be completed in two (2) functional segments; Royal Palms Parkway to White View Parkway, and White View Parkway to Palm Coast Parkway.

Design \$500,000

Construction - \$4,921,000

Total Estimated Project Cost - \$5,421,000

6. Revitalization of Historic Old Brick Road for Multi-Use Trail

This project study would investigate and evaluate alternatives for revitalization of historic Old Brick Road for recreational multi-use trail.

Planning - \$300,000

Design - \$400,000

Total Estimated Project Cost - \$700,000

7. Lehigh Trail US 1 Multi-Use Trail and Pedestrian Bridge

This project would extend the Lehigh Trail to cross SR 5 US 1. Once at SR 5 US 1, pedestrians would be afforded safe access to the West side of SR 5 US 1 via a pedestrian bridge.

Design - \$2,000,000

Construction - \$20,349,000

Total Estimated Project Cost - \$22,349,000

8. Intracoastal Observation Platform at Herschel King Park

This project will provide an observation deck (elevated boardwalk) for viewing wildlife at Herschel King Park. Additionally the observation deck will make an excellent destination for the extensive trail system that includes Lehigh Trail, the trail system in Graham Swamp, and the sidewalks that parallel Colbert Lane and Grady Prather Road.

Design - \$90,000

Construction - \$784,700

Total Estimated Project Cost - \$874,700

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

SUBJECT: Consideration of Approval of State Funded Grant Agreement (SFGA) between the Florida Department of Transportation (FDOT) and Flagler County for the roadway stabilization construction of County Road 90 from Hickory Street to County Road 75 project #CE00055 in the amount of \$800,000, FDOT Financial Project No. 448759-1-54-01.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Roadway Stabilization Construction improvements to the roadway include stabilization of a 22-foot-wide roadway, resulting in two nine-foot stabilized travel lanes and a two-foot unpaved shoulder in each direction. Additional roadway improvements include driveway tie-ins, guardrail installation and select drainage improvements. The project is currently FDOT programmed for construction funding within FY-22.

Anticipated project costs were estimated as follows:

- Project Construction Engineering Cost Estimate = \$1,287,686.00
- Construction Engineering and Inspection Estimated Cost = \$79,490.00

The total combined engineering project cost estimate for the roadway construction and construction engineering inspection (CEI) services is \$1,367,176.00. An estimated local funding contribution in the amount of \$567,176.00 is anticipated. However, the actual local funding contribution amount will not be determined until bids are received during the project procurement process. The local funding contribution need will be finalized and based on the lowest qualified competitive bid for the project.

The project will be administered by the County through the FDOT as a Small County Road Assistance Program (SCRAP) project. The SCRAP - SFGA will formalize the Department's contribution toward the construction project.

FUNDING INFORMATION: Grant funds in the amount of \$800,000 will be appropriated in the Constitutional Gas Tax Fund 1112 with approval of the attached Unanticipated Revenue Resolution. Staff requested additional funding from FDOT but were denied. At this time any additional funding above this grant funding is anticipated to be funded by the ½ Cent Sales Tax Fund 1311. Staff will return to the board to appropriate any local participation required for this project when the amount is more defined after the bid processes is completed.

DEPARTMENT CONTACT: Faith Alkhatib, County Engineer (386) 313-4045.

RECOMMENDATION: Request the Board approve the State Funded Grant Agreement and the Authorizing Resolution between Flagler County and the Florida Department of Transportation to complete the construction for the CR 90 Stabilization Project #CE00055 in the amount of \$800,000 and approve the attached Unanticipated Revenue Resolution.

ATTACHMENTS:

1. Authorizing Resolution
2. SFGA Agreement
3. Unanticipated Revenue Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIR TO EXECUTE A STATE-FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A CERTAIN COUNTY PROJECT (FPN# 448759-1-54-01) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County applied for funding to complete the construction of certain transportation infrastructure improvements; and

WHEREAS, in support of these efforts the State of Florida Department of Transportation (“FDOT”) desires to facilitate the stabilization construction of County Road 90 from Hickory Street to County Road 75; and

WHEREAS, the FDOT has requested Flagler County, Florida, to execute and deliver to the FDOT the State-Funded Grant Agreement for the aforementioned project.

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

Section 1. The Board’s Chair is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the State-Funded Grant Agreement, FPN#: 448759-1-54-01, to fund the stabilization of CR 90 from Hickory Street to CR 75.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 6th day of June, 2022, by the Board of County Commissioners, Flagler County, Florida.

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

ATTEST:

Joseph F. Mullins, Chair

Tom Bexley, Clerk of the Circuit
Court & Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.06.01 10:47:41 -04'00'

Sean S. Moylan, Deputy County
Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>448759-1-54-01</u>	Fund: <u>SCRA</u> Org Code: <u>55054010508</u>	FLAIR Category: <u>085575</u> FLAIR Obj: <u>751000</u>
FPN: <u>448759-1-54-01</u>	Fund: <u>LF</u> Org Code: <u>N/A</u>	FLAIR Category: <u>N/A</u> FLAIR Obj: <u>N/A</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>73</u>	Contract No: _____	Vendor No: <u>F596-000-605-015</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Flagler County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below*):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the County Road 90 from Hickory Street to County Road 75 project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before July 31, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$1,367,176.00 (One Million Three Hundred Sixty-Seven Thousand One Hundred Seventy-Six Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$800,000.00 (Eight Hundred Thousand Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the

Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the

Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department’s Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department’s Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient’s contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “J”, State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT FLAGLER COUNTY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Joseph F. Mullins
Title: Chair

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

SSM

Legal Review:

By: _____
Name: _____

EXHIBIT A**PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 448759-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Flagler County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The project consists of the stabilization of the unpaved roadway, County Road 90, in Flagler County. The project limits are along County Road 90 from Hickory Street to County Road 75, for a length of 3 miles. The project scope includes the stabilization of a 22-foot-wide roadway, resulting in two nine-foot stabilized travel lanes and a two-foot unpaved shoulder in each direction. Additional roadway improvements include driveway tie-ins, guardrail installation and select drainage improvements.

Utility coordination may be required. All proposed work is within existing Flagler County right-of-way.

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient shall notify D5-Construction Special Projects via email (D5-ConstructionSpecialProjects@dot.state.fl.us) no less than 2 weeks prior to scheduled Final Inspection/Walk-Thru for coordination of District attendance.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by June 22, 2022.
- b) Construction Duration of 210 days.
- c) Construction to be completed (Final Acceptance) by March 30, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
RECIPIENT NAME & BILLING ADDRESS: Flagler County 1769 East Moody Boulevard, Building #2 Bunnell, FL 32110		FINANCIAL PROJECT NUMBER: 448759-1-54-01			
Design- Phase 34	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44		\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (SCRAP)	\$1,367,176.00	\$567,176.00	\$800,000.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$1,367,176.00 %	\$567,176.00 %	\$800,000.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$1,367,176.00	\$567,176.00	\$800,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and FLAGLER COUNTY

PROJECT DESCRIPTION: County Road 90 from Hickory Street to County Road 75

FPID#: 448759-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$800,000.00

*The state award amount may change with supplemental agreements

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

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

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

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

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE CONSTITUTIONAL GAS TAX FUND 1112 FOR THE FISCAL YEAR 2021-22 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received \$800,000 from the Florida Department of Transportation (FDOT); and

WHEREAS, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 6th day of June 2022, that the Constitutional Gas Tax Fund 1112 be amended, as follows:

CONSTITUTIONAL GAS TAX FUND 1112

FUNDING SOURCES:

1112-001-0000-334490-330-00-000-000-334490- CE22002-GRANT-STATE
State Grant – Other Transportation **\$800,000**

EXPENDITURES:

1112-180-8001-541600-540-54-000-000-563000- CE22002-CONST-CAPIMP-8001
Infrastructure **\$800,000**

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: _____
Joseph F. Mullins, Chair

ATTEST:

APPROVED AS TO FORM:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.06.01 10:48:59 -04'00'

Sean S. Moylan, Deputy County
Attorney

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

SUBJECT: Consideration and Approval of the following: 1) Anticipated Initial Project Budget; 2) Bid Award; 3) Issuance of a Work Authorization; 4) Project Contingency; 5) Authorizing the County Administrator to Approve Change Orders, All for Construction of the Malacompra Road Resurfacing Improvements Project CE00029; and 6) Amend the Budget to Include the Budget Transfer from the Constitutional Gas Tax Fund 1112 Reserves and the Unanticipated Revenue Resolution.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: On March 21, 2022, a Small County Outreach Program (SCOP) construction funding agreement with the Florida Department of Transportation (FDOT) was approved by the Board in the amount of \$688,853 for construction of asphalt overlay along with targeted sidewalk, driveway, curb, and storm drainage pipe replacement improvements along approximately 0.73 miles of Malacompra Road between SR A1A (N. Oceanshore Blvd.) and the Atlantic coastline.

Subsequently, an Invitation to Bid (ITB) was advertised in the *Flagler News Tribune* as well as publicly broadcast on www.publicpurchase.com. ITB 22-011 requested bids from vendors to furnish all plant, labor, materials, equipment and supervision for construction of the Malacompra Road Resurfacing improvements project.

On April 13, 2022, the County received four (4) responses as detailed on the attached tabulation sheet. Staff reviewed the bids for conformity to specifications as well as the terms and conditions outlined in the bid documents. The lowest bidder was disqualified due to non-compliance with bidding instructions. The second lowest bid in the amount of \$688,875 was subsequently determined to be responsive that is slightly higher than the engineering estimate.

The entire anticipated project construction budget is summarized as follows:

\$688,875.00 Project Construction, P & S Paving. (low responsive bid)
\$ 58,503.34 Construction Engineering & Inspection (CEI) Services, Consor Engineers, LLC
\$ 41,474.66 Project Contingency
\$788,853.00 Total Anticipated Budget

FUNDING INFORMATION: Grant funds in the amount of \$688,853 were approved at the March 21, 2022 commission meeting agenda item 7h but due to the system conversion from NaviLine to Tyler Munis, the appropriation of these funds could not be processed at the time and funds will now be appropriated in the Constitutional Gas Tax Fund 1112 through the attached Unanticipated Revenue Resolution. The anticipated Local participation in the amount of \$100,000 will be appropriated through the attached Budget Transfer from Reserves in the Constitutional Gas Tax Fund 1112.

DEPARTMENT CONTACT: Faith Alkhatib, County Engineer (386) 313-4045


RECOMMENDATION: Request the Board approve the following: 1) anticipated Initial Project Budget of \$788,853; 2) Bid Award ITB 22-011 to P & S Paving, Inc in the amount of \$688,875; 3) Issuance of a Work Authorization to CONSOR Engineers, LLC, for providing CEI Services in the amount of \$58,503.34; 4) a Project Contingency of \$41,474.66; 5) authorizing the County Administrator to approve change orders or other project related documents, as approved by the County Attorney within the overall project budget, all for Construction of the Malacompra Road

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

Resurfacing improvements project; and 6) amend the budget to include the Budget Transfer from the Constitutional Gas Tax Fund 1112 Reserves and the Unanticipated Revenue Resolution.

ATTACHMENTS:

1. Bid Tabulation
2. CEI Work Authorization WA-04
3. Unanticipated Revenue Resolution
4. Budget Transfer from Reserves

 BID TABULATION				
22-011B MALACOMPRA ROAD RESURFACING				
ITEM	Description	P & S PAVING	MASCI GENERAL CONTRACTORS	BESCH & SMITH CIVIL GROUP
1	MOBILIZATION/DEMOBILIZATION	\$ 68,000.00	\$ 231,489.00	\$ 233,787.07
2	MAINTENANCE OF TRAFFIC	\$ 68,000.00	\$ 189,000.00	\$ 87,694.68
3	CLEARING AND GRUBBING	\$ 55,000.00	\$ 199,237.00	\$ 34,033.50
4	EARTHWORK	\$ 55,000.00	\$ 179,234.00	\$ 178,812.99
5	PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	\$ 8,100.00	\$ 43,900.00	\$ 35,153.19
6	HIGHWAY SIGNING	\$ 11,000.00	\$ 17,259.00	\$ 13,409.57
7	ROADWAY MARKING	\$ 19,000.00	\$ 23,917.00	\$ 20,140.63
8	STORMWATER & ROADWAY IMPROVEMENTS CONSTRUCTION	\$ 388,000.00	\$ 533,767.00	\$ 769,211.70
9	LITTER REMOVAL	\$ 6,000.00	\$ 15,000.00	\$ 11,687.50
10	MOWING	\$ 6,000.00	\$ 35,000.00	\$ 15,011.54
11	P&P BOND	\$ 3,475.00	\$ 12,600.00	\$ 21,780.34
12	PROJECT AS-BUILTS	\$ 1,300.00	\$ 31,935.00	\$ 25,344.82
TOTAL		\$ 688,875.00	\$ 1,512,338.00	\$ 1,446,067.53

The bid submitted by Halifax Paving was deemed non-responsive.



WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO. RSQ-21-012Q

Work Authorization No. WA-04

This Work Authorization No. WA-04 establishes the Scope of Services and Compensation for specific work to be performed by CONSOR Engineers, LLC. ("CONSOR" or "Consultant") under FLAGLER COUNTY Contract No. RSQ-21-012Q.

The Scope of Services to be provided by Consultant consists of the following:

Project Background / Summary:

Flagler County wishes to have Construction Engineering and Inspection (CEI) services for the Malacompra Road Resurfacing project from A1A east to end of roadway at Atlantic Beach. The total length of the roadway is ± 0.73 miles approximately. It is anticipated that Roadway improvements will include the resurfacing of Malacompra Road, 1 ft lane widening, shoulder stabilization, select sidewalk repairs, and the construction of a turnout at the Atlantic Beach end of the roadway. Drainage improvements include the replacement of existing cross drain culverts, construction of headwalls, and sod stabilization.

The County has requested CONSOR to perform professional services as described within "Exhibit A".

I. Specific Scope of Services

CONSOR shall provide design services as described and detailed with CONSULTANTS'S proposal attached hereto as "Exhibit A".

II. Project Deliverables

Consultant shall provide deliverables upon completion of project tasks as described within "Exhibit A" and copies of all project related documentation in hard copy as well as electronic (word, AutoCAD, pdf, etc.) format.

III. Compensation Amount

Lump Sum Fee amount of **\$59,503.34** is based upon scope of services consultant design task estimates as identified in "Exhibit A"

IV. Project Schedule

Project Schedule shall be based on the Contractor's construction schedule and is currently estimated to be **180** calendar days.

- V.** The provisions of this Work Authorization No. WA-04 are subject to all terms and conditions of the above-referenced Contract.



WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO. RSQ-21-012Q
Work Authorization No. WA-04

(SIGNATURE PAGE TO FOLLOW)



WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO. RSQ-21-012Q
Work Authorization No. WA-04

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year set forth below.

ATTEST:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Tom Bexley
Clerk of the Circuit Court & Comptroller

Joseph F. Mullins, Chair

(Date Signed)

RECOMMENDED:

APPROVED-AS-TO-FORM

Faith Alkhatib, P.E., MBA, County Engineer

(Date Signed)

Sean S. Moylan, Deputy County Attorney

As authorized by the Flagler County Board of County
Commissioners at its June 6, 2022 regular meeting.

CONSULTANT:

ATTEST:

(Signature)

(Typed or Printed Name)

(Title)

(Date Signed)

(Signature)

(Typed or Printed Name)

(Title)

CORPORATE SEAL:

~~March 9, 2022 Revised~~
March 14, 2022

EXHIBIT "A"

FLAGLER COUNTY REQUEST FOR STATEMENT OF QUALIFICATIONS

NO. RSQ 21-012Q

This Exhibit "A" establishes the Scope of Services and Compensation for the specific work to be performed by CONSOR Engineers, LLC. "Consultant" under FLAGLER COUNTY Contract RSQ#21-012Q.

Project Summary

Professional Construction Engineering & Inspection (CEI) Services for Construction of Malacompra Rd. Resurfacing Project
Flagler County Project No. ITB 22-011
FDOT FPN #445050-1-54-01

CONSOR Engineers, LLC. will provide CEI Services for the above referenced project. CEI Services are to be provided to inspect, test, and administer conformance with the contract plans, specifications, and other related documents during the construction phase of this project. Included herein, are the anticipated scope and fee for completion of these CEI Services.

Not-To-Exceed Fee = \$59,503.34

CONSOR's approach to this project is to provide part-time inspection and part-time administration staff for the construction period. Below are CONSOR's staffing plan and associated cost estimate thereof, including our FDOT Prequalification Letter.

Exhibit A (Staffing Plan and Cost Estimate):

Project: Flagler County CEI Services for Malacompra Rd. Resurfacing RSQ-#21-012Q

MALACOMPRA ROAD RESURFACING

FROM SR A1A TO ATLANTIC COASTLINE
FDOT FINANCIAL PROJECT ID 445050-1-54-01

	Pre	1	2	3	4	5	Post	Hrs/Mo.	Total Project
Project Staff									
Senior Project Engineer (C. Fernandez / J. Hutchinson)	0.02	0.01	0.01	0.01	0.01	0.01	0.02	165.00	14.85
Project Administrator (C. Woerner)	0.10	0.03	0.03	0.03	0.03	0.03	0.10	165.00	57.75
Senior Inspector (Chris Westbrook / Nick Peters)	0.20	0.30	0.30	0.35	0.30	0.30	0.20	165.00	321.75
Inspector (B. Kirby / Chris Crouch)	0.00	0.10	0.10	0.10	0.10	0.10	0.00	165.00	82.50
Total Monthly Man Hours	0.32	0.44	0.44	0.49	0.44	0.44	0.32	165.00	476.85

(150 Days) 5 month construction duration (Part-Time Inspection)

+15 Days Pre-Construction and +30 Days Post Construction Closeout

Project: Flagler County CEI Services for Malacompra Rd. Resurfacing RSQ-#21-012Q

Summary Fee Schedule Estimate

MALACOMPRA ROAD RESURFACING

FROM SR A1A TO ATLANTIC COASTLINE
FDOT FINANCIAL PROJECT ID 445050-1-54-01

Project Staff	Hours	Rates	Direct Labor
Senior Project Engineer (C. Fernandez / J. Hutchinson)	14.85	\$ 202.95	\$ 3,013.73
Project Administrator (C. Woerner)	57.75	\$ 175.93	\$ 10,159.94
Senior Inspector (Chris Westbrook / Nick Peters)	321.75	\$ 98.18	\$ 31,588.76
Inspector (B. Kirby / Chris Crouch)	82.50	\$ 71.16	\$ 5,870.91

Laboratory Lump Sum \$ 8,870.00

\$ 59,503.34

(150 Days) 5 month construction duration (Part-Time Inspection)

+15 Days Pre-Construction and +30 Days Post Construction Closeout

CONSOR's staff and subconsultant staff members will serve as an extension of Flagler County and coordinate preconstruction, construction, and project close-out activities. As a FDOT prequalified firm, CONSOR will perform construction oversight including the obligation to assure verification testing is performed in accordance with the Contract documents. CONSOR will make and record any measurements necessary to calculate and document the pay item quantities, prepare a tabulation of pay item quantities completed to-date, maintain daily records of significant activities and events relating to the project, and maintain an estimate of work completed by the Contractor.

Scope of Services

The CONSOR Team will provide part-time inspection services commensurate with the stage of construction and management staffing personnel familiar with necessary CEI inspection and verification testing services with documentation thereof. CEI personnel understand the responsibility to provide field inspection and coordination services necessary to administer the construction contract in such a manner to determine that the project is constructed in conformity with the plans, specifications, and contract provisions.

Administration, Inspection and Testing

Standard Responsibilities of Positions:

Senior Project Engineer: Required Engineering degree and registered in the State of Florida as a Professional Engineer will be responsible for final acceptance of the project.

Project Administrator: Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Will also perform the contract support specialist role to verify accuracy of pay items and compilation of necessary closeout correspondence to deliver to the County.

Senior Inspector: Responsible for performing technical assignments in field making, and checking engineering computations, inspecting construction work, conducting field tests and is responsible for coordinating and managing the inspection and testing on the project. Work is performed under the general supervision of the Project Administrator.

Inspector: Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

Specifically, to this Project:

The senior inspector will be able to perform the Level 2 earthwork and Level 2 paving inspections as their certifications allow, as well as be able to make experienced field decisions as needed. The inspector(s) will only supplement the senior inspector during applicable construction activities not requiring level 2 inspections. This will provide efficiencies to the County while assuring all pertinent work is adequately covered.

The project administrator will handle the schedule coordination with the contractor and assure that the Flagler project manager is updated with the schedule and any unforeseen incidents. Will review daily work activities and reports and provide weekly summary reports to County upon submittal thereof. The project administrator will organize and conduct progress estimate reviews and submit with recommendations to the County, project meetings/progress meetings and documentation thereof, work order / change order analysis, if necessary, submittal reviews and recommendations, coordination between the utility owners and the contractor, and make the substantial / final project certification that all materials incorporated into the work are in substantial compliance with the contract documents. CONSOR expects to serve as an extension of County management to oversee the successful performance and completion of the contract.

The senior project engineer is available to assist the project administrator with his duties especially involving an engineering licensed recommendation. We envision minimum involvement from this position.

Subconsultant Firms:

Intertek - PSI (F.K.A. Professional Service Industries, Inc.): to perform verification laboratory testing services, Including asphalt plant inspection.

Overview of CONSOR's provided Construction Services:

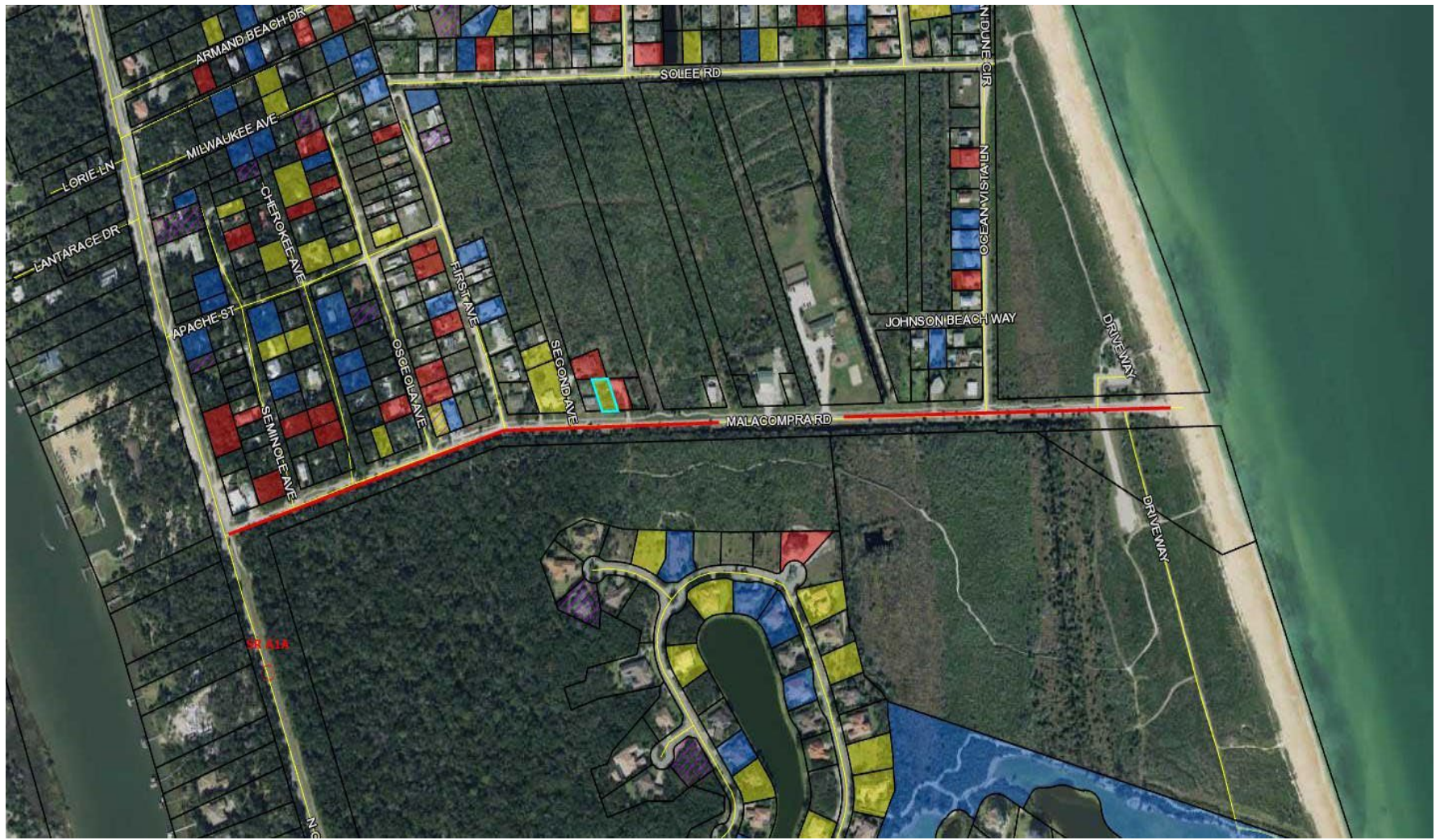
- o Documentation of Project Activities and Events
- o Review Construction Contractor's Schedule
- o Perform Verification Testing and maintain records of Materials Sampling and Testing Reports
- o Conduct Construction Project Preconstruction and Progress Meetings
- o Review and Evaluate Monthly Pay Estimates
- o Facilitate Shop Drawing Reviews and Maintain Shop Drawing Tracking Database
- o Coordinate with Flagler County, City of Palm Coast, Engineer of Record and FDOT, as necessary.
- o Provide Plan and Specification Interpretations / Recommendations
- o Perform Analysis and Recommendation of potential project issues or concerns
- o Coordinate Utility Relocation/Installation, as necessary.
- o Negotiate additional work/time cost with the Contractor, as necessary
- o Analyze for payment all work for Progress and Final Estimate Packages
- o Provide Project Progress Photographs and Summary Report on a Monthly Basis
- o Review Contractor developed "As-Built" Plans for conformance with the Project Documents and completed work.
- o Facilitate and assist contractor's permit compliance
- o Prepare and submit Final Certifications to Florida Department of Transportation, Florida Department of Environmental Protection, Flagler County and St. John's River Water Management District, as necessary.

If you have any questions or need additional information, please to contact us.

Sincerely,
CONSOR Engineers, LLC.



Charles Woerner
Project Manager



RESOLUTION 2022 - __

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE CONSTITUTIONAL GAS TAX FUND BUDGET FOR FISCAL YEAR 2021-22 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE

WHEREAS, it is necessary to increase the Constitutional Gas Tax Fund budget to receive unanticipated grant revenue from Florida Department of Transportation (FDOT) Small County Outreach Program (SCOP); and

WHEREAS, Section 129.06, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners that the Constitutional Gas Tax Fund is hereby amended and the appropriation and expenditures reflected in Exhibit A, attached hereto and incorporated herein, is approved. This Resolution shall take effect upon its adoption.

DULY ADOPTED in regular session, this 6th day of June 2022.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Joseph F. Mullins, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.06.01 14:14:29 -04'00'

Sean S. Moylan, Deputy
County Attorney

Exhibit A

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	REF 1	REF 2	SRC	JNL-DESC	ACCOUNT DESCRIPTION	LINE DESCRIPTION	ENTITY	AMEND	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
2022	08	80239	05/09/2022	A22001		BUA	MALACOMPRA	1	2							
1	11213341	334490	Constitutional Gas Tax					State	Grt-Transp-Other				-621,732.00	-688,853.00	-1,310,585.00	
	1112-001-0000-334490-330-00-000-000-334490-							FDOT	MALACOMPRA RD CONST			05/09/2022				
2	11188310	563000	Operating - Grants					Infrastructure					10,170,861.00	688,853.00	10,859,714.00	
	1112-180-8001-541600-540-000-000-563000-							FDOT	MALACOMPRA RD CONST			05/09/2022				
** JOURNAL TOTAL													0.00			

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

YEAR PER	JNL	SRC ACCOUNT	JNL DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T	OB	DEBIT	CREDIT
2022	8	80239										
BUA	1112-001-0000-334490-330-00-000-000-334490-		05/09/2022	MALACOMPRA A22001				State Grt-Transp-Other	5		688,853.00	
BUA	1112-180-8001-541600-540-54-000-000-563000-		05/09/2022	MALACOMPRA A22001				FDOT MALACOMPRA RD CONST	5		688,853.00	
								FDOT MALACOMPRA RD CONST			.00	.00
BUA	1112-000-0000-000000-000-00-000-000-241000-		05/09/2022	MALACOMPRA A22001				Appropriations			688,853.00	
BUA	1112-000-0000-000000-000-00-000-000-171000-		05/09/2022	MALACOMPRA A22001				Estimated Revenues			688,853.00	
								SYSTEM GENERATED ENTRIES TOTAL			688,853.00	688,853.00
								JOURNAL 2022/08/80239 TOTAL			688,853.00	688,853.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1112	Constitutional Gas Tax	2022	8	80239	05/09/2022			
	1112-000-0000-0000000-000-00-000-000-171000-					Estimated Revenues	688,853.00	
	1112-000-0000-0000000-000-00-000-000-241000-					Appropriations		688,853.00
						FUND TOTAL	688,853.00	688,853.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

PA JOURNAL SOURCE	PROJECT STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT

PAB	CE00057	05/09/2022	2022/08/80239	A22001					
		-GRANT							
PAB	CE00057	-CONST	-8001	A22001			T	MALACOMPRA	-688,853.00
		-STATE					T	MALACOMPRA	688,853.00
		-CAPIMP							
Project Expense String Totals									
									688,853.00
CE00057 Total:									
Project FS String Totals									
									-688,853.00
CE00057 Total:									
PROJECT JOURNAL GRAND TOTAL:									
									0.00
** END OF REPORT - Generated by Amanda Gilbert **									

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 4

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022	08	80973	05/24/2022		BUA MALACMPRA2	1	1			
1	11188310	563000		Operating - Grants	Infrastructure		10,170,861.00	100,000.00	10,270,861.00	
	1112-180-8001-541600-540-54-000-000-563000-				LOCAL MATCH FROM RESERVE		05/24/2022			
2	11250000	598010		ConsGasTax/Reserves	Reserve - Contingency		1,039,102.00	-100,000.00	939,102.00	
	1112-150-5000-000000-590-00-000-000-598010-				LOCAL MATCH FROM RESERVE		05/24/2022			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2022	8	80973								
BUA	1112-180-8001-541600-540-54-000-000-563000-	05/24/2022	MALACMPRA2				Infrastructure	5	100,000.00	
							T LOCAL MATCH FROM RESERVE			
BUA	1112-150-5000-000000-590-00-000-000-598010-	05/24/2022	MALACMPRA2				Reserve - Contingency	5		100,000.00
							T LOCAL MATCH FROM RESERVE			
JOURNAL 2022/08/80973 TOTAL									.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
				FUND TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

PA JOURNAL SOURCE	PROJECT	STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****			05/24/2022	2022/08/80973						
PAB	CE00057	-CONST	-CAPIMP	-8001				MALACMPRA2	5	100,000.00
								CE00057 TOTAL:		100,000.00
** END OF REPORT - Generated by Amanda Gilbert **										

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

SUBJECT: Consideration and approval of the following: 1) Bid Award 22-017B; 2) updated anticipated Project Budget;3) authorizing the County Administrator to approve change orders, all for construction of the Water Oak Road Improvements from CR 2006 to Mahogany Blvd project #CE00041, and 4) amend the FY 2021-22 budget with three Budget Transfer from Reserves of Funds 1112, 1131, and 1311.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the *Daytona News Journal* as well as publicly broadcast on www.flaglercounty.org through www.myvendorlink.com ITB 22-017B requested bids for the construction of roadway and associated stormwater improvements for a portion of Water Oak Road between CR2006 and Mahogany Blvd.

On May 4, 2022, the County received two (2) bids in response to this solicitation. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents and recommends awarding to P&S Paving, Inc. who submitted the lowest, responsive and responsible bid.

This project consists of roadway construction and paving for an existing unpaved roadway, approximately 2.5 miles, of Water Oak Road. The project includes associated stormwater and safety improvements.

A State Funded Grant Agreement between the Florida Department of Transportation (FDOT) and Flagler County was approved by the Board on April 18, 2022. This agreement provided for \$2,989,859.00 in State Grant funds towards the project. At that time, the Board approved an additional \$513,896.00 in local gas tax funds to be used towards the project costs. This original project funding plan was based upon the engineer's cost estimate of \$3,122,037, which was updated shortly before bidding the project.

The actual bids that were received were above the engineer's cost estimate. To proceed with construction of the project, it is necessary to allocate additional local funding to the project. Towards that end, subsequent calculated coordination between Staff and FDOT Representatives, resulted in a commitment from FDOT to allocate an additional \$295,000.00 to the project, which will be facilitated through a supplemental funding agreement currently in process. Staff will continue ongoing FDOT discussion and coordination to potentially reallocate any surplus from other upcoming projects to this project to help offset the county gas tax share cost. The overall anticipated project construction budget as follows.

Project Costs:

Construction Contract, P&S Paving	\$4,528,054.34
Construction Engineering & Inspection (CEI)	\$ 200,000.00
Project Contingency	\$ 100,000.00
TOTAL	\$4,828,054.34

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

FUNDING INFORMATION: Funding source for additional cost is below:

	Original Estimated Cost- Previously Approved	Additional Cost	New total
FDOT Grant	\$2,989,859.00	\$295,000.00 (awaiting Supplemental Amendment from FDOT)	\$3,284,859.00
Gas Tax fund 1112	\$513,896.00 (BTR22-120)	\$1,029,299.34	\$1,543,195.34
Total	\$3,503,755.00	\$1,324,299.34	\$4,828,054.34

To fund the additional \$1,029,299.34 for the additional costs, multiple budget transfers from three funds must be approved. A budget transfer from the Constitutional Gas Tax Fund 1112 Reserves in the amount of \$401,342 will result in a \$0 balance of reserves for that fund. A budget transfer from the Transportation Impact Fee – West Fund 1131 Reserves in the amount of \$40,857 will also result in a \$0 balance of reserves for that fund. The third budget transfer from the ½ Cent Sales Tax Fund 1311 in the amount \$587,101, will leave a balance of \$1,690,412 in reserves for that fund.

DEPARTMENT CONTACT: Purchasing (386) 313-4063
Faith Alkhatib, P.E., County Engineer (386) 313-4045

RECOMMENDATIONS: Request the Board approve the following: 1) Bid Award 22-017B to P&S Paving, Inc. for the construction of Water Oak Road Improvements in the amount of \$4,528,054.34 and authorize the Chair to execute the contract as approved as to form by the County Attorney; 2) approve the updated project budget that includes additional \$1,029,299.34 in local funds for construction phase costs; 3) authorize County Administrator to execute any change orders or other project related documents approved as to form by the County Attorney within the overall project budget, and 4) approve the 3 attached Budget Transfers.

- ATTACHMENTS:**
- 1) 22-017B, Bid Tabulation
 - 2) Budget Transfer Fund 1112
 - 3) Budget Transfer Fund 1131
 - 4) Budget Transfer Fund 1311



OFFICIAL BID TABULATION
Water Oak Road Improvements
(from CR2006 to Mahogany Blvd)

Pay Item Number	Description	Halifax	P&S Paving
1	MOBILIZATION/DEMobilIZATION	\$ 490,000.00	\$ 473,000.00
2	MAINTENANCE OF TRAFFIC	\$ 225,000.00	\$ 364,000.00
3	CLEARING AND GRUBBING	\$ 363,500.00	\$ 425,040.00
4	EARTHWORK	\$ 499,750.00	\$ 241,158.00
5	PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	\$ 47,104.20	\$ 40,749.00
6	SIGNING	\$ 20,700.00	\$ 18,940.00
7	ROADWAY MARKING	\$ 70,000.00	\$ 64,086.80
8	STORMWATER IMPROVEMENTS CONSTRUCTION	\$ 1,180,000.00	\$ 889,463.00
9	ROADWAY IMPROVEMENTS CONSTRUCTION	\$ 1,806,092.00	\$ 1,943,669.60
10	LITTER REMOVAL	\$ 7,626.50	\$ 5,033.49
11	MOWING	\$ 7,626.50	\$ 9,914.45
12	PAYMENT AND PERFORMANCE BOND -	\$ 30,000.00	\$ 23,000.00
13	PROJECT AS-BUILTS	\$ 15,000.00	\$ 30,000.00
TOTAL BID PRICE		\$ 4,762,399.20	\$ 4,528,054.34

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

BTR 22 - 124

DATE: 06/06/22

PREPARED BY: AG

FUND: Constitutional Gas Tax
DEPARTMENT / DIVISION: Reserves

PAGE 1 OF 1

EXPLANATION: Transfer funds from Constitutional Gas Tax reserves to Infrastructure for the local portion of an FDOT grant for the construction of the Water Oak Road Improvements project.
Note* Reserve "was" budget amount includes pending transfers that have not yet posted.

LINE NO.	Account Number	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
		FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	1112-150-5000-000000-590-00-000-000-598010-	401,342		401,342	-	Reserve - Contingency
2	1112-180-8001-541600-540-54-000-000-563000- CE00041-CONST-CAPIMP-6001		401,342	10,170,861	10,572,203	Infrastructure Water Oak Rd Imprv
3					-	
4					-	
5					-	
6					-	
7					-	
TOTAL		\$401,342	\$401,342	\$10,572,203	\$10,572,203	

Financial Service Director's APPROVAL _____

DATE: _____

Administrator's APPROVAL _____

DATE: _____

Board Action @ Meeting APPROVAL _____

POSTED BY: _____

DATE POSTED: _____

cc: _____

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

BTR 22 - 125

DATE: 06/06/22

PREPARED BY: AG

FUND: Trans Impact Fees West
DEPARTMENT / DIVISION: Reserves

PAGE 1 OF 1

EXPLANATION: Transfer funds from Transportation Impact Fees West reserves to Infrastructure for the local portion of an FDOT grant for the construction of the Water Oak Road Improvements project.

LINE NO.	Account Number	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
		FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	1131-150-5000-000000-590-00-000-000-598040-	40,857		40,857	-	Reserve - Contingency
2	1131-161-6001-521600-540-54-000-000-563000- CE00041-CONST-CAPIMP-6001		40,857	40,857	81,714	Infrastructure Water Oak Rd Imprv
3					-	
4					-	
5					-	
6					-	
7					-	
TOTAL		\$40,857	\$40,857	\$81,714	\$81,714	

Financial Service Director's APPROVAL _____

DATE: _____

Administrator's APPROVAL _____

DATE: _____

Board Action @ Meeting APPROVAL _____

POSTED BY: _____

DATE POSTED: _____

cc: _____

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

BTR 22 - 126

DATE: 06/06/22

PREPARED BY: AG

FUND: CPF - 1/2 Cent Dscrtnry Tax
DEPARTMENT / DIVISION: Reserves

PAGE 1 OF 1

EXPLANATION: Transfer funds from 1/2 Cent Discretionary Tax reserves to Infrastructure for the local portion of an FDOT grant for the construction of the Water Oak Road Improvements project.

LINE NO.	Account Number	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
		FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	1311-150-5000-000000-590-00-000-000-598040-	587,101		2,277,513	1,690,412	Reserve - Future Capital OL
2	1311-161-6001-521600-520-52-000-000-563000- CE00041-CONST-CAPIMP-6001		587,101	174,423	761,524	Infrastructure Water Oak Rd Imprv
3					-	
4					-	
5					-	
6					-	
7					-	
TOTAL		\$587,101	\$587,101	\$2,451,936	\$2,451,936	

Financial Service Director's APPROVAL _____

DATE: _____

Administrator's APPROVAL _____

DATE: _____

Board Action @ Meeting APPROVAL _____

POSTED BY: _____

DATE POSTED: _____

cc: _____

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

SUBJECT: Consideration and Approval of State Funded Grant Supplemental Agreement #1 Contract G1Z98 FM #446938-1-54-01 between the Florida Department of Transportation and Flagler County, for the Construction of Seascape Drive Repaving, Project #CE00053 in the Amount of \$158,803 and \$23,864 Anticipated Local Participation.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Through the Florida Department of Transportation (FDOT) Work Program process application was made for funding for Seascape Drive Road Resurfacing Improvements. The project consists of topographic survey, milling and resurfacing, modifying the existing swale to include storm piping and inlet structures, roadway shoulder improvements, replacing signage, and installing limited striping for a 0.23-mile-long roadway.

The project will be administered by the County through the FDOT as a Small County Outreach Program (SCOP) project. The SCOP – SFGSA #1 will formalize the Department's contribution toward the construction project. The total project cost estimate is \$182,667. An estimated local funding contribution in the amount of \$23,864 is anticipated.

FUNDING INFORMATION: Grant funds in the amount of \$158,803 will be appropriated in the Constitutional Gas Tax Fund 1112 with approval of the attached Unanticipated Revenue Resolution. The Constitutional Gas Tax Fund is also anticipated to be the source of local funding for local contribution of \$23,864 with approval of the attached Budget Transfer from Constitutional Gas Tax Fund 1112 Reserves.

DEPARTMENT CONTACT: Faith Alkhatib, County Engineer, 313-4045

RECOMMENDATION: Request the Board approve the State Funded Grant Supplemental Agreement #1 and the Authorizing Resolution between Flagler County and the Florida Department of Transportation to complete the construction of Seascape Drive Repaving Project #CE00053 and approve the Budget Transfer and Unanticipated Revenue Resolution.

ATTACHMENTS:

1. Authorizing Resolution
2. State Funded Grant Supplemental Agreement #1
3. Budget Transfer
4. Unanticipated Revenue Resolution

RESOLUTION NO. 2022-_____

A RESOLUTION BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING ITS CHAIR TO EXECUTE A SMALL COUNTY OUTREACH PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A CERTAIN COUNTY PROJECT (FPN# 446938-1-54-01) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County applied for funding to complete the construction of certain transportation infrastructure improvements on Seascape Drive; and

WHEREAS, in support of these efforts, the State of Florida Department of Transportation (“FDOT”) desires to facilitate the Roadway Repaving for Seascape Drive; and

WHEREAS, the FDOT has requested Flagler County to execute and deliver to the FDOT the State Funded Grant Supplemental Agreement #1 for the aforementioned project.

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

Section 1. The Board’s Chair is hereby authorized to make, execute and deliver to the FDOT the Small County Outreach Program Agreement, FPN#: 446938-1-54-01.

Section 2. This Resolution shall take effect upon execution.

APPROVED this 6th day of June, 2022, by the Board of County Commissioners, Flagler County, Florida.

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

ATTEST:

Joseph Mullins, Chair

Tom Bexley, Clerk of the Circuit
Court & Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.06.01 14:37:58 -04'00'

Sean S. Moylan, Deputy County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

CONTRACT NO.

G1Z98

FPN

446938-1-54-01

Recipient: Flagler County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on September 16, 2021 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

1. The language in the attached "Attachment A - State Funded Grant Agreement" replaces the language in the "State Funded Grant Agreement" executed on September 16, 2021.
2. The attached "Exhibit A - Project Description and Responsibilities" replaces the "Exhibit A - Project Description and Responsibilities" included in the "State Funded Grant Agreement" executed September 16, 2021.
3. The attached "Exhibit B - Scheduled of Financial Assistance" replaces the "Exhibit B - Schedule of Financial Assistance" in the "State Funded Grant Agreement" executed on September 16, 2021.
4. The attached "Exhibit F - Contract Payment Requirements" replaces the "Exhibit F - Contract Payment Requirements" included in the "State Funded Grant Agreement" executed September 16, 2021.
5. The attached "Exhibit J - State Financial Assistance (Florida Single Audit Act)" replaces the "Exhibit J - State Financial Assistance (Florida Single Audit Act)" in the "State Funded Grant Agreement" executed on September 16, 2021.
6. The following exhibits are also attached and hereby incorporated into this Supplemental Agreement:
 - Exhibit C - Engineer's Certification of Compliance
 - Exhibit O - Terms and Conditions of Construction in Department Right of Way
7. The Department approves a Time Extension for the subject State Funded Grant Agreement to September 30, 2023, to allow for completion of the construction of the Project.
8. The Recipient Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit D.

Reason for this Supplemental and supporting engineering and/or cost analysis:

The Original Agreement was for the design (Phase 34) of this Project. This Supplemental Agreement is to remove SCRAP funding of \$57,500.00 from the design (Phase 34) and add SCOP funding of \$158,803.00 and Local funding of \$23,864.00 to the construction (Phase 54) of this project. The inclusion of Attachment A – State Funded Grant Agreement incorporates the required information and provisions for the Construction of the Project.

**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

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

RECIPIENT:
FLAGLER COUNTY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Joseph F. Mullins

JFM Title: Chair

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Legal Review:

ATTACHMENT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

FPN: <u>446938-1-54-01</u>	Fund: <u>GRSC</u>	FLAIR Category: <u>085576</u>
	Org Code: <u>55054010508</u>	FLAIR Obj: <u>751000</u>
FPN: <u>446938-1-54-01</u>	Fund: <u>LF</u>	FLAIR Category: <u>N/A</u>
	Org Code: <u>N/A</u>	FLAIR Obj: <u>N/A</u>
FPN: _____	Fund: _____	FLAIR Category: _____
	Org Code: _____	FLAIR Obj: _____
County No: <u>73</u>	Contract No: <u>G1Z98</u>	Vendor No: <u>F596000605015</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, ("Department"), and Flagler County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
 - Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Rehabilitation and Resurfacing of Seascapes Drive project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before September 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$182,667.00 (One Hundred Eighty-Two Thousand Six Hundred Sixty-Seven Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$158,803.00 (One Hundred Fifty-Eight Thousand Eight Hundred Three Dollars and No/100) and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m.** Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce**. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit “O”, Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit “C”, Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit “D”**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “J”, State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
 - ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient’s audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient’s resources (i.e., the cost of such an audit must be paid from the Recipient’s resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

- a. **Exhibits A, B, D, F, and J** are attached to and incorporated into this Agreement.
- b. The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.
- e. A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- f. The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A

g. Exhibit and Attachment List

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit C: Engineer's Certification of Compliance
- Exhibit D: Recipient Resolution
- Exhibit F: Contract Payment Requirements
- *Exhibit H: Alternative Advance Payment Financial Provisions
- Exhibit J: State Financial Assistance (Florida Single Audit Act)
- *Exhibit K: Advance Project Reimbursement
- *Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
05/21

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT FLAGLER COUNTY

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Joseph F. Mullins

Title: Chair

JFM

By: _____

Name: C. Jack Adkins

Title: Director of Transportation

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 446938-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and Flagler County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The project scope is reconstructing and repaving (milling and resurfacing) Seascape Drive from Central Avenue to the end of the roadway in Flagler County.

The total length of the project is approximately 0.235 miles. This project also includes retrofitting the existing storm water management facility and signing and pavement markings.

The Recipient shall adhere to all federal, state, and local environmental regulations. The Recipient shall adhere to all current ADA standards. The Recipient shall construct the project within the limits of the existing right of way, or easements. The Recipient is responsible for coordination of all utility adjustments and relocations throughout the duration of the project. The Recipient is funding the CEI for the Project.

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department’s right-of-way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Invoices, progress reports and other supporting documentation shall be submitted no more than monthly and no less than quarterly via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project’s activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Construction contract to be let (Bid Opening) by N/A.
- b) Construction Duration of 14 days.
- c) Construction to be completed (Final Acceptance) by May 4, 2023.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The Recipient is approved under the Rural Economic Development Initiative (REDI) program for a waiver of the required 25% local match of the Small County Outreach Program (SCOP) funding; however, the Recipient agrees to bear all expenses in excess of the Department's participation amount that are necessary to complete the Project.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
RECIPIENT NAME & BILLING ADDRESS: Flagler County 1769 East Moddy Boulevard, Building 2 Bunnell, Florida 32110		FINANCIAL PROJECT NUMBER: 446938-1-54-01			
Design- Phase 34 FY: 2021-2022	Maximum Department Participation (SCRAP)	\$-57,500.00	\$0.00	\$-57,500.00	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Design Cost		\$-57,500.00 %	\$ 0.00 %	\$-57,500.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY: 2021-2022	Maximum Department Participation (SCOP)	\$182,667.00	\$23,864.00	\$158,803.00	<input type="checkbox"/> In-Kind <input checked="" type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Cost		\$182,667.00 %	\$23,864.00 %	\$158,803.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	<input type="checkbox"/> In-Kind <input type="checkbox"/> Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$182,667.00	\$23,864.00	\$158,803.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and FLAGLER COUNTY

PROJECT DESCRIPTION: Rehabilitation and Resurfacing of Seascapes Drive

FPID#: 446938-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____ P.E.

SEAL: Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F**CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

Awarding Agency: Florida Department of Transportation

- State Project Title and CSFA Number:**
- County Incentive Grant Program (CIGP), (CSFA 55.008)
 - Small County Outreach Program (SCOP), (CSFA 55.009)
 - Small County Road Assistance Program (SCRAP), (CSFA 55.016)
 - Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
 - Insert Program Name, Insert CSFA Number

***Award Amount:** \$158,803.00

*The state award amount may change with supplemental agreements

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

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

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

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

EXHIBIT O**TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY****Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.**

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

- a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

- b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.
- c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

- g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.
- i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.
- k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.
- o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

- p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.
- s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

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

BTR 22 - 123

DATE: 06/06/22

PREPARED BY: AG

FUND: Constitutional Gas Tax
DEPARTMENT / DIVISION: Reserves

PAGE 1 OF 1

EXPLANATION: Transfer funds from Constitutional Gas Tax reserves to Infrastructure for the local match portion of an FDOT grant for the construction of Seascape Drive Repaving.
Note* Reserve "was" budget amount includes pending transfers that have not yet posted.

LINE NO.	Account Number	AMOUNT		BUDGET		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
		FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	1112-150-5000-000000-590-00-000-000-598010-	23,864		425,206	401,342	Reserve - Contingency
2	1112-180-8001-541600-540-54-000-000-563000- CE22001-CONST-CAPIMP-8001		23,864	10,170,861	10,194,725	Infrastructure Seascape Drive Const
3					-	
4					-	
5					-	
6					-	
7					-	
TOTAL		\$23,864	\$23,864	\$10,596,067	\$10,596,067	

Financial Service Director's APPROVAL _____

DATE: _____

Administrator's APPROVAL _____

DATE: _____

Board Action @ Meeting APPROVAL _____

POSTED BY: _____

DATE POSTED: _____

cc: _____

RESOLUTION NO. 2022 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE CONSTITUTIONAL GAS TAX FUND 1112 FOR THE FISCAL YEAR 2021-22 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received \$182,667 from the Florida Department of Transportation (FDOT); and

WHEREAS, Chapter 129, Florida Statutes, authorizes the Board of County Commissioners to amend, by resolution, its budget to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 6th day of June 2022, that the Constitutional Gas Tax Fund 1112 be amended, as follows:

CONSTITUTIONAL GAS TAX FUND 1112

FUNDING SOURCES:

1112-001-0000-334490-330-00-000-000-334490- CE22001-GRANT-STATE
State Grant – Other Transportation **\$182,667**

EXPENDITURES:

1112-180-8001-541600-540-54-000-000-563000- CE22001-CONST-CAPIMP-8001
Infrastructure **\$182,667**

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: _____
Joseph F. Mullins, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.06.01 14:40:01 -04'00'

Sean S. Moylan, Deputy County
Attorney

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

SUBJECT: Adoption of the State Housing Initiative Partnership (SHIP) Local Housing Assistance Plan (LHAP) for 2023-2025.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: In 1992, the State Legislature passed the Sadowski Affordable Housing Act. The affordable housing program is funded through documentary tax stamps on deeds recorded in Flagler County and can be used to toward the development or preservation of housing in Flagler County.

Flagler County is entering the thirty-first year with the SHIP program. Every three years, Flagler County is required to submit a new three (3) year plan to the Florida Housing Finance Corporation. The three (3) year plan covers fiscal years 2022-2023, 2023-2024, 2024-2025 and must be submitted prior to May 2, 2022. Florida Housing Finance Corporation has provided conditional approval of the attached Local Housing Assistance Plan (LHAP), and it requires certification and approval by the Board of County Commissioners.

According to the Florida Statutes, Chapter 420.9075, two constraints are placed on the use of these funds. The first constraint requires at least sixty-five percent (65%) of the funds to be used for homeownership activities, and seventy-five percent (75%) of the funds used for new construction, rehabilitation or repair activities. The second constraint requires all units constructed, rehabilitated or otherwise provided funding assistance through the SHIP program be occupied as follows:

- At least thirty percent (30%) of the units must be occupied by very low-income persons and an additional thirty percent (30%) by low-income persons.
- The remainder may be occupied by eligible persons including moderate-income persons.

The required provisions and constraints of the Florida Statutes have been incorporated into the content of the SHIP LHAP. Florida Housing Finance has already reviewed and approved the draft plan.

FUNDING INFORMATION: The LHAP is funded by the State Housing Initiative Partnership (SHIP) which is included as part of the FY 22-23 fiscal year in accounts 1143-105-0505-559800-550-55-000-000-583005 and 1143-105-0505-559800-550-55-000-000-583006

DEPARTMENT CONTACT: Jorge Salinas, Health & Human Svcs Interim Director 313-4134

RECOMMENDATIONS: Request the Board approve by Resolution, the State Housing Initiative Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) for fiscal years 2022-2023, 2023-2024, 2024-2025.

ATTACHMENTS:

1. Flagler County Palm Coast LHAP
2. Exhibits A, B, C, F and G
3. Certification
4. Resolution

SHIP LHAP Template 2016-001
[eff. Date 7/1/2021]



FLAGLER COUNTY & CITY OF PALM COAST

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2022-2023, 2023-2024, 2024-2025



Table of Contents

Description	Page #
Section I, Program Details	3
Section II, Housing Assistance Strategies	7
A. Home Purchase Assistance with or Without Rehab	7
B. Owner Occupied Rehabilitation	8
C. Roof Replacement	10
D. Senior Barrier Free Home Modification	11
E. Disaster Assistance	12
Section III, Affordable Development Incentive Strategies	13
Flagler County Incentives	13
A. Expedited Permitting	13
B. Ongoing Review Process	14
C. Other Incentives	14
City of Palm Coast Incentives	22
A. Expedited Permitting	22
B. Ongoing Review Process	23
C. Other Incentives	24
Exhibits	28
A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed, or attested adopting resolution	
F. Interlocal Agreement	
G. Community Land Trust Information	



I. Program Details:

A. LG(s)

Name of Local Government	Flagler County
Does this LHAP contain an interlocal agreement?	Yes
If yes, name of other local government(s)	City of Palm Coast

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2022-2023, 2023-2024, 2024-2025

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the regular meeting of the Affordable Housing Advisory Committee.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: Applications will be collected on an ongoing basis and priority will be given to applicants meeting the priority categories listed below. The first qualified applicants in each priority category will be first served. The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:



a. Special Needs
i. Very Low Income
ii. Low Income
iii. Moderate Income
b. Essential Services Personnel
i. Very Low Income
ii. Low Income
c. Non-Special Needs and Non-Essential Services Personnel
i. Very Low Income
ii. Low Income

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing. Flagler County Ordinance 90-11 establishes a policy to ensure equal opportunity to obtain adequate housing regardless of race, color, religion, ancestry, sex, age, familial status, disability or national origin.

K. Support Services and Counseling: Available support services may include but are not limited to: Homeownership education (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, and Financial Coaching and Budget Management through qualified HUD-approved agencies. When funding is available the County will partner with HUD-certified agencies to provide comprehensive housing counseling and education services to residents in need of affordable housing.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org. "Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.



- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
County	All administrative duties	10%
Third Party Entity/Sub-recipient	N/A	

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who*



has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

- S. Project Delivery Costs:** Range between 2-5% of the award for expenses not covered by administrative budget to include home inspections for owner occupied rehab, recording fees construction activities and purchase assistance, and fees for home maintenance classes.
- T. Essential Service Personnel Definition (ESP):** All county residents meeting program income limits and working full-time as a first responder, educator, health care professional, or as a skilled building trades professional.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Flagler County encourages the incorporation of sustainable, storm-resistant innovative design and energy and water conservation into new construction and rehabilitation projects for ongoing sustainability and affordability. The County will, when economically feasible, employ the following Green Building requirements on new construction, rehabilitation and emergency repair projects:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
 2. Low-flow or high-efficiency water fixtures in bathrooms—Florida Water Star qualified or WaterSense labeled products or the following specifications:
 - a. Toilets: dual flush, 1.28 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.0 gallons/minute or less;
 3. Energy Star qualified water heater;
 4. Energy Star qualified refrigerator;
 5. Energy Star qualified dishwasher, if provided;
 6. Energy Star qualified washing machine, if provided in units;
 7. Energy Star qualified exhaust fans in all bathrooms; and
 8. Air conditioning: Minimum SEER of 16. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
 9. Attic (ceiling) insulation: Minimum of R-38
 10. Light Emitting Diode (LED) bulbs or Energy Star light bulbs

Flagler County obtained its Green Local Government Designation from the Florida Green Building Coalition. Flagler County will adhere to the Florida Board Code Provision. Contractors working on SHIP rehabilitation and replacement homes will have to identify from the most current Florida Green Building Coalition (F.G.B.C) checklist for which items they are in compliance.

- V. Describe efforts to meet the 20% Special Needs set-aside:** The County partners with social service agencies serving the designated special needs populations to identify and refer special-needs applicants to housing programs. In Flagler County, approximately 30% of the applicants for Owner Occupied Rehabilitation have met the definition of Special Needs, and this strategy will help achieve this goal. The Senior Home Modification strategy will be implemented in partnership with the County's Senior Services Division with



priority for seniors with special needs.

W. Describe efforts to reduce homelessness: The County’s Human Services Division mitigates homelessness by offering emergency housing assistance to asset-limited, income constrained households who have experienced a financial hardship. Flagler County works with the local Continuum of Care (CoC) and agencies serving persons experiencing homelessness through partnerships, referrals, and rental assistance to connect citizens to stable housing solutions.

Section II. Housing Assistance Strategies

A. Home Purchase Assistance with or without Rehabilitation	Code 1, 2
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Summary: Funds will be awarded for down payment, closing costs, minor repairs, and gap financing to first-time homebuyers to purchase a newly constructed or existing home, including homes purchased from a Community Land Trust (CLT). A newly constructed home must have received a Certificate of Occupancy within the last 12 months.

- a. Eligible costs under this strategy may include gap financing, down payment and closing costs, and repairs. Eligible repairs are those needed to make the home habitable, improve safety or accessibility, correct building code violations, or prevent the imminent failure of a system or structure in the home as a result of its age, as identified by a home inspector. The amount of repairs funded through this strategy are limited to amount available from the maximum award after accounting for needed down payment and closing cost assistance.
- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low and moderate
- d.

Very Low	\$40,000
Low	\$30,000
Moderate	\$15,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 15
 - 4. Forgiveness: The loan is forgiven at 10% per year beginning in year 6.
 - 5. Repayment: None required if the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, foreclosure, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an heir who is SHIP-eligible under the state’s maximum allowable income and who will occupy the



home as a primary residence. If the legal heir does not complete a SHIP application with Flagler County within twelve months from the date of the qualifying homeowner's death, is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale to protect its loan interest.

An applicant may only refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period. Flagler County will not approve a request to subordinate the SHIP loan if the refinance results in a cash out payment.

- f. Recipient/Tenant Selection Criteria: All applicants must first complete a HUD-Certified first-time home buyer's class prior to being awarded assistance. CLT homebuyers must attend a homebuyer education class that contains a Community Land Trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of Community Land Trust homeownership.

- g. Sponsor Selection Criteria: N/A

- h. Additional Information:

SHIP Award: Applicants must secure a first mortgage through an approved lender (no private owner or seller financing). The SHIP loan will be awarded on a case-by-case basis in the amount of minimum subsidy required to allow the homebuyer to purchase an affordable home and correct any necessary deficiencies observed by the home inspection report. The maximum award will not be awarded in all cases.

Homebuyer Contribution: Homebuyer must contribute a minimum of 0.5% of the contract price towards the purchase. Earnest money, fees for inspections, fees for appraisals, homebuyer class costs, and sweat-equity hours all count toward the minimum contribution.

Mobile Homes: Purchases of manufactured/mobile homes less than 5 years old on land to be owned by the home buyer (assessed as real property) are eligible for assistance. Home must be in Flagler County.

Community Land Trusts: This SHIP assistance is assumable to an income-eligible homebuyer. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment will be required during the term of the loan, provided the loan remains in good standing. Please see Exhibit G for additional instructions and information for CLT purchases.

B. Owner Occupied Rehabilitation	Code 3
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Summary: Funds will be awarded to repair owner-occupied homes to alleviate code violations, health hazards, life and safety issues, accessibility, electrical, plumbing, roofing, windows, indoor air quality, energy efficiency and structural items which preserve the life and use of the home. Funds may be used for disaster mitigation, to include gable-end reinforcement, shuttering of windows and doors, and the replacement of doors or windows with impact-rated materials where shuttering is not possible. For households with medical needs which rely on the availability of electricity (such as the refrigeration of medicines), a home generator may be funded.

- a. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- b. Income Categories to be served: Very low, low
- c. Maximum award: \$80,000
- d. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 15
 - 4. Forgiveness: The loan is forgiven at 10% per year beginning in year 6
 - 5. Repayment: None required if the loan is in good standing.
 - 6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, foreclosure, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an heir who is SHIP-eligible under the state's maximum allowable income and who will occupy the home as a primary residence. If the legal heir does not complete a SHIP application with Flagler County within twelve months from the date of the qualifying homeowner's death, is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the County will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale to protect its loan interest.

An applicant may only refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period. Flagler County will not approve a request to subordinate the SHIP loan if the refinance results in a cash out payment.

- e. Recipient/Tenant Selection Criteria: Priority will follow the criteria listed in Section I; however, applicants identified by the Senior Services Division of Flagler County's Health and Human Services Department as living in unsafe conditions will have priority. Applicants who have applied for housing rehabilitation



through the City of Palm Coast's Community Development Block Grant Program (CDBG) and who require additional funding through SHIP to remediate unsafe living conditions too costly for CDBG alone will be prioritized by the criteria listed in Section I of this LHAP, and the date they applied for CDBG will count toward their wait list standing for assistance for SHIP.

- f. Sponsor Selection Criteria: N/A
- g. Additional Information: N/A

C. Roof Replacement	Code 3, 6
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Summary: Funds will be used to replace the roof of an owner-occupied home when there is a recently active leak; the insurance company is requesting roof-replacement to maintain insurance; or the owner's roof has a lifespan of less than 6 years left. If available, some of the award may be used to trim tree branches within 6 ft of the roof if doing so will protect the roof. Soffit and fascia repair and gutter replacement may be included in this strategy if necessary and if the maximum award will cover it.

- a. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- b. Income Categories to be served: Very low, low
- c. Maximum award: \$25,000
- d. Terms:
 - 1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
 - 2. Interest Rate: 0%
 - 3. Years in loan term: Five years
 - 4. Forgiveness: The loan is forgiven at the end of the term
 - 5. Repayment: None, as long as the loan is in good standing
 - 7. The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, foreclosure, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by an heir who is SHIP-eligible under the state's maximum allowable income and who will occupy the home as a primary residence. If the legal heir does not complete a SHIP application with Flagler County within twelve months from the date of the qualifying homeowner's death, is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.
- e. Recipient/Tenant Selection Criteria: Applicants requiring other structural repairs such as interior wall repairs as a result of an actively leaking roof, or whose repairs are estimated beyond the maximum award of this program strategy will be referred to the Owner-Occupied Rehabilitation program wait-list.
- f. Sponsor Selection Criteria: N/A



- g. Additional Information:
- Home must be in Flagler County
 - Applicants must occupy the property as their primary residence and have ownership of the home
 - Maximum award includes the cost to record the lien
 - The home should be in otherwise good condition, or the homeowner will be referred to the Owner Occupied Rehabilitation Program

D. Senior Barrier Free Home Modification	Code 3
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Summary: Funds will be awarded to homeowners aged 60 and older in need of modifications to their homes to allow for aging in place. Allowable modifications include the installation of wheelchair ramps, walk-in showers, comfort height toilets, widened doorways, stair lifts, and grab bars.

- a. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- b. Income Categories to be served: Very low, low
- c. Maximum award: \$8,500
- d. Terms :
1. Repayment loan/deferred loan/grant: Grant
 2. Interest Rate: N/A
 3. Years in loan term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A
- e. Recipient/Tenant Selection Criteria: Priority will be given to eligible applicants on wait lists for services through the county's Senior Services Division.
- 1) Applicant must be the primary homeowner
 - 2) The property taxes must be current
 - 3) The home must be the applicant homeowner's primary residence as evidenced by a homestead exemption
- f. Sponsor Selection Criteria: N/A

E. Disaster Assistance	Code 5, 16
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Summary: Funds will be awarded to applicants in need of short-term rental assistance or home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:

- 1) Immediate threats to health and life safety (well, sewer, damaged windows, roofing) in cases where the home is still habitable.
- 2) Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
- 3) Repairs necessary to make the home habitable.
- 4) Repairs to mitigate dangerous situations.

In addition, funds may be used for the following items:

- a) Purchase of emergency supplies for eligible households to weatherproof damaged homes.
- b) Repair of existing wells where public water is not available.
- c) Payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies.
- d) Security deposit and rental assistance for the duration of the Executive Order for eligible recipients that have been displaced from their homes due to damage from the declared disaster.
- e) Temporary rent and utility payments for up to 6 months for tenants financially impacted as a result of employment interruptions related to the declared disaster.
- f) Temporary mortgage and utility payments for up to 6 months for homeowners financially impacted as a result of employment interruptions related to the declared disaster.

- a. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- b. Income Categories to be served: Very low, low and moderate
- c. Maximum award: Repair: \$10,000
Deductible: \$5,000
Rental Assistance: \$7,200
Mortgage Assistance: \$7,200
- d. Terms :
 7. Repayment loan/deferred loan/grant: Grant
 8. Interest Rate: N/A
 9. Years in loan term: N/A
 10. Forgiveness: N/A
 11. Repayment: N/A
 12. Default: N/A
- e. Recipient/Tenant Selection Criteria: Applicants must:
 - 1) File for and use proceeds from insurance as first option if applicable
 - 4) Document or acknowledge that this assistance is not duplicated with any other form of



assistance

- 5) Provide proof of loss of employment or income which resulted from a declared disaster for each month the applicant is requesting assistance with rent or mortgage and utilities

f. Sponsor Selection Criteria: N/A

g. Additional Information: Funds for disaster assistance will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Manufactured/mobile homes must be built after June 1994 and be properly installed. Home must be in Flagler County.

III. LHAP Incentive Strategies (Affordable Development Incentive Strategies)

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

Flagler County Incentives

A. Expedited Permitting

The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s.163.3177(6)(f)(3).

In Flagler County, permits for affordable housing projects are expedited to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects were processed through the expedited permit strategy. At this time, the County's Housing Element of the Comprehensive Plan does not include any specific policies that pertain to expedited permitting; however, both Policies C.1.1.3 and C.1.1.4 foster the County's current practice to expedite affordable housing permits:

Policy C.1.1.4: Flagler County shall continue to use its Affordable Housing Advisory Committee to assess very low, low and moderate income housing needs and recommend programs that could be instituted to facilitate the implementation of the County's Housing Goals, Objectives and Policies.

Affordable housing projects will be processed in the next available Planning Board or Board of County Commissioners meetings regardless of the application closing date, provided the applications meet the legal notice requirements.

Affordable housing projects will be approved as priority projects. The affordable housing projects will be moved to the front of the agenda at the County Technical Review Committee and Planning Board meetings. Processing the affordable housing projects at the next available Planning Board or Board of County Commissioner meetings regardless of application closing dates will result in a reduction of five to fifteen days of time. This time reduction will result in measurable savings of project cost and interest.



B. Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.

Each year, before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing by adopting any new ordinance or updating an existing ordinance that may impact the provision of housing. Then the local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.

In Flagler County, this is typically accomplished through the staff report for Board consideration and action which accompanies each proposed action item, including ordinance adoption. The consideration of this requirement formalizes what already occurs as part of the staff review for Board of County Commissioner agenda items.

Prior to the adoption of new land development regulations, the Planning and Development Board will review new regulations for consistency with the adopted Comprehensive Plan. The Long Range Planning Board and the Affordable Housing Advisory Committee will be used to review all policies.

Policy C.1.1.3: Continue to review ordinances, codes, and regulations and the permitting process for the purpose of eliminating excessive requirements and amending or adding other requirements in order to increase private sector participation in meeting the housing needs, while continuing to ensure the health, welfare and safety of the residents. The health, safety, and general welfare of the County's residents is preserved through the implementation of zoning and land development regulations.

As a policy in the County's adopted Comprehensive Plan, Housing Element Policy C.1.1.3 as cited is implemented through the County's Land Development Code. The policy calls for a continuing review of "ordinance, codes, and regulations and the permitting process"; this is being achieved through the work of the Planning and Development Board and the Affordable Housing Advisory Committee, including other ad hoc committees as may be created by the Board of County Commissioners from time to time to accomplish this task.

OTHER INCENTIVE STRATEGIES ADOPTED:

C. The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Impact fees and utility capacity charges are needed to provide revenue for constructing capacity producing capital improvements necessary to accommodate growth. Overall, this impact fee revenue partially funds construction of major roadways, libraries, schools, parks, correctional facilities, fire/EMS facilities, law enforcement facilities, and public buildings. Because these fees are based on fair share payments by the people benefiting from the capital improvements, impact fees and utility capacity charges cannot be waived or reduced for any individual group or category



of construction. On the other hand, these fees increase the cost of housing and put a burden on the production of affordable housing projects. To lessen the impact on affordable housing projects, the cost of impact fees may be paid by other funding sources.

Flagler County presently has an exemption for low-income housing from educational facilities impact fees (excerpted below from Section 17-142(c), Flagler County Code of Ordinances:

- (1) Dwelling units constructed or mobile homes installed for low- income and very low-income residents shall be exempt from the educational facilities impact fees.
- (2) As a condition of the exemption, the owner must agree to execute and record a lien against the property for a period of ten (10) years guaranteeing that the proposed dwelling unit will continue to be used for low-income and very low-income residents. The lien against the property shall be subject only to the lien for general taxes. In the event that the unit is no longer used for low-income or very low-income housing, then the county can compel the owner to pay the impact fee amount plus interest from which the owner or any prior owner was exempt. The interest rate is the prevailing interest rate applied against the original, exempted educational facilities impact fee amount at the time that the "unit is no longer used for low-income or very low-income housing". The interest rate would be applied to the principal (the educational facilities impact fee amount) for the number of years (prior to the tolling of the ten (10) year period of the exemption) that the educational facilities impact fee exemption was claimed. The lien shall run with the land and apply to subsequent owners for a period of ten (10) years.
- (3) Any claim for an exemption must be made no later than the time of application for a building permit or a permit for a residential mobile home installation. Any claim not so made shall be deemed waived.
- (4) The county administrator shall be authorized to determine whether a particular dwelling unit falls within the exemption for low-income or very low-income housing pursuant to the provisions of this section. Determinations of the county administrator shall be subject to the appeals procedures set forth in section 17-147 below. (Ord. No. 04-20, § 13, 12-6-04)
- (5) The PAD (Planned Affordable Development) zoning district provides incentives in the form of financial or regulatory modifications. Financial incentives are provided through an election of the county commission to waive any or all fees associated with development and construction of land and structures associated with an approved PAD project. The determination of such waivers shall be in the sole discretion of the county commission, provided they are in compliance with Florida law.

Flagler County recently adopted the imposition of Transportation Impact Fees, modified the Parks and Recreation Facilities Impact Fees, adopted Law Enforcement Impact Fees, adopted Fire Rescue Impact Fees, adopted Emergency Medical Services Impact Fees and adopted Library Impact Fees. Suspending or waiving impact fees does not eliminate the cost of the infrastructure that the impact fees are designed to pay for. Either new development or existing residents must pay the cost of needed infrastructure improvements. If new development, which puts additional



demand on county facilities and services, does not pay its fair share of infrastructure cost through impact fees, then existing residents will have to pay those costs through higher fees or taxes.

Flagler County will modify impact fee requirements, including reduction of fees and alternative methods of fee payment for affordable housing from special funding sources. Any residential construction that qualifies as Affordable Housing and meets the requirements of Section 16-79 of the Flagler County Code of Ordinances may be exempted from impact fee payment. (Ord. No. 2021-05, § 2, 6-21-21)

D. The allowance of flexibility in densities for affordable housing.

Within Flagler County, the future land use map and zoning district designations establish a maximum density or intensity for all properties. Overall, density is an important factor in forming the character of a community and the preferred lifestyle of its residents. While higher densities may result in lower housing costs, higher across the board densities do not always translate into lower housing prices. Consequently, the preferred method for reducing housing costs through increased density is to provide affordable housing density bonuses associated with affordable housing projects. Currently, Housing Element Policy C.1.1.2 and the Article III, Section 3.09.02 Flagler County Land Development Code (LDC). Provide affordable housing projects up to an estimated 11% density bonus over the maximum density established by the underlying land use designation.

Currently, Housing Element Policy C.1.1.2 and Article III, Section 3.03.09.02.D.-2. of the LDC provide for affordable housing density bonuses:

Policy C.1.1.2: Flagler County shall continue to encourage the private sector to provide affordable housing for very-low, low, and moderate-income families using the Housing Density Bonus System.

The County's Affordable Housing Density Bonus Provisions are codified in Section 3.03.09.02.D.-2. of the LDC, as follows:

Maximum density – Nine (9) units per acre with an affordable multifamily density bonus of an additional one (1) unit per acre for a total of ten (10) units per acre. The affordable multifamily density bonus is awarded provided the following criteria are met:

a. Definitions:

Affordable multifamily unit: A multifamily unit which is available to a household earning one hundred (100) percent or less of the county's median income, adjusted for family size, which can be rented or purchased in the market without spending more than thirty (30) percent of its income.

Land Use restriction agreement: A deed restriction which establishes the responsibilities of the developer and his successors.



Low income household: A household in the county which earns less than eighty (80) percent of the county's median income, adjusted for family size.

Moderate income household: A household in the county which earns eighty (80) to one hundred (100) percent of the county's median income, adjusted for family size.

- b. At least ten (10) percent of the project's units must be designed as affordable multifamily units for low and moderate income households. A maximum of thirty (30) percent of the project's units may be designated as affordable housing for low income households and a maximum of thirty (30) percent of the project's units may be designated for moderate income households. A minimum of forty (40) percent of the units must remain market rate units.
- c. The maximum percentages listed above for low to moderate income units may not be exceeded for a minimum of a fifteen-year period. To insure compliance with this provision, the property owner shall execute a land use restriction agreement with the county, which specifies the low to moderate income occupancy requirements for the property, including the number of rental units which will be subject to affordability provisions, the rent limits, the income limits proposed, and the affordability period. The land use restriction agreement shall require the developer and his successors to submit an annual report to the county for the purpose of monitoring compliance with the agreement.

The allowance of an up to 11% density bonus for affordable housing projects provides for the development of affordable housing projects with higher densities and/or higher yields. These provisions are appropriate tools for providing density increases for affordable housing projects.

Though not typically used, the inclusion in the LDC of cluster housing provides an additional tool, through an accompanying Planned Unit Development (PUD) zoning or Planned Affordable Development (PAD) zoning designation, to accomplish higher densities and preserve open space than would otherwise be accomplished through a standard zoning category within the LDC. It is anticipated that other options will be explored as part of the County's Comprehensive Plan update process and the update to the Land Development Code that will follow.

Flagler County will make an allowance of flexibility in densities for affordable housing in the land use planning process, subject to maintaining consistency with the County Comprehensive Plan and Florida Statutes.

E. The reservation of infrastructure capacity for housing for very low income persons, low income persons, and moderate income persons.

The Flagler County Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are contained in Article VIII, Consistency and Concurrency Determination, of the County's LDC. This concurrency management requirement serves as the



principal mechanism for ensuring that growth is managed in a manner consistent with the provisions of the comprehensive plan. In Flagler County, there is only one type of concurrency certificate. The Certificate requires a payment of 25% of the impact fees to reserve the capacity.

Reserving infrastructure capacity upfront for a project is important if there are deficiencies in concurrency-related facilities. In Flagler County, there is sufficient capacity in all concurrency-related facilities to accommodate development projects. Therefore, reserving capacity upfront is not a critical issue currently. To reserve capacity for one project, however, means that the reserved capacity is not available for other projects.

F. The allowance of affordable accessory residential units in residential zoning districts.

Through its Land Development Code, Flagler County permits the construction of a guest quarters in the Agriculture (AC) zoning district with Special Exception approval by the Planning Board.

Flagler County will make an allowance of affordable accessory residential units pursuant to Section 163.3177(1), Florida Statutes, for extremely-low-income, very-low income, low income, or moderate-income persons as (as defined in Section, 420.0004, Florida Statutes) in residential zoning districts in the upcoming revisions of the Flagler County Land Development Code, including making provisions for “mother-in-law” or “caretaker family suites.” (These accessory residential units are currently not included in all residential districts in the LDC and consistent with Board of County Commission action on February 1, 2010 amending Chapter 19 of the Flagler County Code). The latter would be in areas to be located within a single-family home while the “affordable accessory residential units” would be a separate unit.

G. PAD – Planned Affordable Development.

Flagler County adopted the Planned Affordable Development (PAD) zoning district to provide an opportunity for innovative affordable housing solutions for first time homeowners and workforce housing while providing improved use of land, protection of valuable natural features in the community, desirable land use mix, and more economical public services. All PADs shall meet the following requirements:

1. All such PAD communities shall consist of residential uses and customary accessory uses consistent with the purpose and intent of this section.
2. All PAD communities shall be required to meet concurrency management criteria. In addition, PAD communities must be located on paved roads (unless waived by the county commission), preferably within five (5) miles of a neighborhood shopping/convenience store facility and employment opportunities.
3. Stormwater management systems shall comply with appropriate county, state and federal regulations.
4. PAD communities are encouraged to cluster dwelling units. Conventional subdivision design standards may be modified to allow for reduced development costs.
5. All internal roads within a PAD community must be paved, unless waived by the county commission.
6. The use of centralized sewer systems is preferred, and private on-site wastewater



disposal systems (septic tanks) in proposed projects shall be consistent with the county's comprehensive plan and permitted by the Florida Department of Health.

H. The reduction of parking and setback requirements for affordable housing.

As structured, the County's Land Development Code (LDC) establishes minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential zoning districts. These setback requirements provide a standard separation between houses and between houses and roadways. Certain zoning districts found within the LDC have smaller setbacks, some (R-1c and R-1d zoning districts) with zero lot line setbacks on the side property lines. Affordable housing projects could use those specific zoning districts to utilize the side setback requirement. There is also the option to rezone to the PUD zoning district, which gives you the ability to create customized setback and parking requirements.

While rear yard setbacks typically run from 20 feet to 15 feet, the minimum front yard setback on all single-family homes from the edge of right-of-way is twenty-five (25) feet. This setback distance allows for cars to be parked in the driveway and not block the sidewalk or impede pedestrian movement.

For residential uses, the county requires two parking spaces for each dwelling unit. This requirement is detailed in LDC Section 3.06.04, as follows:

Off-street parking space requirements.

- A. Single and two-family dwellings: Two (2) spaces per dwelling unit.
- B. Multi-family dwellings: One and one-half (1.5) spaces per dwelling unit (one-bedroom units); one and three-quarters (1.75) spaces per dwelling unit (two-bedroom units); two (2) spaces per dwelling unit (three (3) bedrooms or more).
- C. Planned unit development: Shall meet the space requirements of that particular occupancy. (Exception: The parking requirements of nonresidential uses in a PUD may be approved by the county commission)

To ensure health and safety, all residential development must meet current minimum parking and setback requirements (or received appropriate variances) for the appropriate zoning district as established in the County's LDC. For example, the County's 25-foot minimum front yard setback provides enough distance for parking a vehicle in a driveway without the vehicle projecting into the sidewalk. Reducing or eliminating parking requirements will force residents to park in roadway rights-of-way. This can create safety issues unless minimum mandatory widths are increased.

I. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

Certain zoning districts are in existence to create smaller lot sizes. Flagler County does



have the ability in the Land Development Code for zero lot lines as side yard setbacks in three zoning districts: R-1c, R-1d, and PUD. The PUD zoning district gives a developer the ability to create customized dimensional requirements, along with parking and setback requirements.

Generally, the PUD rezoning and site plan process serve as a mechanism whereby the county can approve projects with reduced setbacks and/or mixed uses. The advantage of using the PUD district instead of traditional zoning is that an applicant can increase or at least maximize his development project's density. In the PUD district, however, there are development required trade-offs, such as additional landscaping, which are required to gain the waivers for smaller lots and higher yield. These trade-offs can have the effect of off-setting any housing unit price reductions due to increasing yield.

The PAD (Planned Affordable Development) district is reviewed and approval of a PAD development follows the procedures and submittal requirements as a planned unit development with regulatory incentives permissible by the county commission through waivers or modifications of the regulatory provisions.

Flagler County will consider including new language to expedite permitting through subdivision and site design when the Flagler County Land Development Code is rewritten.

J. The modification of street requirements for affordable housing.

As adopted, the County's existing sidewalk and street requirements provide for minimum construction standards to ensure public safety. Section 4.06.02(D)(2) (Subdivision Improvement and Design Standards) of the LDC sets the minimum right-of-way width for a local or residential street at 50 feet. However, minimum lane widths are 11 feet. The following is the county's current minimum right-of-way requirement:

4.06.02 Roads

Minimum Subdivision Road Right-of-Ways Widths.

1. All subdivision roads shall be provided with sufficient right-of-way or easement width by dedication to contain their entire construction and their appurtenances, including drainage facilities, ditches, slopes, sight distance and traffic control devices.
2. The minimum right-of-way for vehicular travel is fifty (50) feet.
3. Specific right-of-way requirements are defined in the public works manual and are dependent upon the required typical section for anticipated traffic volume.
4. Subdivision roads shall be designed and constructed in accordance with Flagler County Standards and Specifications as contained in its public works



manual.

As structured, the County's minimum street right-of-way width requirements are based on the minimum area needed to accommodate the various improvements that must be located in the right-of-way. Besides travel lanes, sidewalks, and drainage facilities, these improvements include water and sewer lines, gas lines, phone lines, cable lines, and others. Since the referenced improvements must be provided for in the road right-of-way, the County has determined that the minimum right of way width must be 50 feet.

At 50 feet, the County's minimum local road right-of-way width requirement is minimal. Consequently, no right-of-way width modification is necessary. County staff feels that the 50-foot minimum right-of-way width is already the minimum relief that could be considered and still further the combined goals of protecting the health, safety, and general welfare while promoting the provision of affordable housing. In sum, the Statute appears to require that the County address a modification of street requirements and County staff feels that the minimum width already provided for within the County's Code is the minimum that can be considered, hence requiring no modification to the Code specific to reducing right-of-way width to promote the provision of affordable housing.

K. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

In 2006, the Florida State Legislature passed HB 1363 relating to affordable housing. One provision of that bill was that each local government must prepare an inventory of all real property that it owns within its jurisdiction that is appropriate for use as affordable housing.

Beginning in July 2007 then every three (3) years thereafter, Flagler County is required to prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title and is appropriate for use as affordable housing. The Flagler County Housing Division will request a list of surplus lands suitable for housing from the Growth Management Department annually to present the list to the Affordable Housing Advisory Committee. The Housing Division will submit the list to the Board of County Commissioners triennially.

The County recognizes and acknowledges that donating county-owned surplus lands to non-profit housing organizations would reduce the cost of affordable housing units on the donated properties and is an appropriate affordable housing tool and will continue to evaluate the inventory of county owned surplus properties appropriate for housing development.

L. The support of development near transportation hubs and major employment centers and mixed-use developments.

In Flagler County, the Future Land Use Map (FLUM) identifies areas appropriate for



residential development and the appropriate density for those areas. The objective of the FLUM is to create a land use pattern that situates residential development in close proximity to schools, health care facilities, employment centers, and major roadways.

In Flagler County, the FLUM is an important tool in establishing appropriate locations for residential development. Generally, the map provides for residential development to be located near compatible land uses, existing neighborhoods, and proximate to public transportation, major employment centers, and community services. Ideally, affordable housing projects should be located near employment centers and transportation hubs for additional savings in terms of transportation cost and travel time. For that reason, the county supports locating affordable housing developments near transportation hubs, major employment centers and mixed use developments by expediting the permit process for these types of housing projects.

M. The adoption of land development regulations promoting the provision of affordable housing.

The PAD (Planned Affordable Development) zoning district provides incentives in the form of financial or regulatory modifications. Regulatory incentives are provided by the county commission in the form of waivers or modifications to regulatory provisions pertaining to land development regulations, provided such waivers and modifications are not in conflict with Florida Law. Examples of such waivers or modifications are density, setbacks, lot coverage, accessory structures, landscape requirements and minimum living area.

LHAP Incentive Strategies – City of Palm Coast

A. Expedited Permitting

The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s.163.3177(6)(f)(3).

Development Orders and Permits for affordable housing projects will be expedited to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects will be processed through the expedited permit strategy. The Community Development Director or designee will shepherd applications through each level of review that are considered an affordable housing project. For the purpose of the expedited permit process, affordable housing projects will be identified as those projects assisted with state or federal housing funds, or with private sector as confirmed by the Flagler County SHIP Administrator or the City's Chief Development Officer. Specifically, Policy 3.1.1.4 notes that expedited site plan review and permitting should be considered as an action to promote affordable housing.

The City currently completes building permit reviews for residential uses within a 5-7 day time frame, and it will be the City's objective to review permits for affordable housing within 5 days.



Along with any other projects in the City, affordable housing projects have the opportunity to be expedited through the City's TRX process (Technical Review Extreme). This is a pro bono process that allows a developer City staff from various development review disciplines such as utilities, stormwater, planning, building. The TRX review team provides comments on the development proposal which allows the developer to make corrections and adjustments before formally submitting their development plans.

The TRX process allows a developer to save time and money by consolidating the review process. A project manager of the City is the main contact for a developer rather than having to coordinate with each of the various departments, additionally, rather than having to pay an application or submittal fee each time a plan is submitted. A developer may address all if not most of staff's concerns on a proposed development prior to formal submittal. Additionally, this expedites the review time after formal submittal.

Expedite development orders and permits for affordable housing projects as described above.

B. Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing due to the adoption of any new ordinance or updating an existing ordinance. The local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.

Before adoption of any new regulations or policies, the City will determine the impacts of adopting such ordinance on the cost of housing. When applicable, staff will include an analysis of the impact of any policy, procedure, ordinance, regulation, or plan provision upon the cost of housing in the City.

As part of the staff report provided to City Council during the adoption review process for ordinances, an analysis is provided for benefit of the City Council and the public. This analysis is reviewed and included as part of the record, during a formal City Council public hearing process that results in consideration of all impacts of a proposed ordinance.

To assure that impacts of ordinances and legislation on affordable housing are comprehensively reviewed, the city will consider, as appropriate, Comprehensive Plan policies to require consultation review of ordinances with appropriate advisory boards such as the Citizens Advisory Task Force and/or Planning and Land Development Regulation Board.



OTHER INCENTIVE STRATEGIES ADOPTED:

C. The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Impact fees are one-time charges applied towards new construction to obtain revenues necessary to make capital improvements. Overall, these impact fees increase the cost of housing. Legally, impact fees must be applied to all activities that create a demand for capital facilities. Consequently, impact fees cannot be waived or reduced.

Waiving impact fees does not eliminate the cost of the infrastructure that the impact fees are designed to pay for. Either new development or existing residents must pay the cost of needed infrastructure improvements. If new development, which puts additional demand on county facilities and services, does not pay its fair share of infrastructure cost through impact fees, then existing residents will have to pay those costs through higher fees or taxes. To lessen the impact on affordable housing projects, the cost of impact fees may be paid by other funding sources.

Staff notes that the Educational Facilities Impact Fee Ordinance (adopted Countywide, including the City of Palm Coast) includes an exemption for low-income housing from educational facilities impact fees, when certain conditions are met.

These Conditions Include:

- (1) Dwelling units installed for low-income and very-low income residents,
- (2) A lien on property for a period of ten (10) years guaranteeing continued use of unit for low-income and very low-income, lien (payment of impact fee) is due if unit is no longer used as a low-income or very-low income unit. Payment of impact fee will include interest. Other requirements for exemption include: making claim for exemption at the time of application, and authority to determine exemption is with the County Administrator.

Flagler County recently adopted a Planned Affordable Development (PAD) Ordinance that clarifies conditions for the waiver of education impact fees. Staff will review the existing City codes and policies (Comprehensive Plan) to have consistency with Flagler County regulations regarding waiver of education impact fees. Such review may entail changes to the current Interlocal Agreement for School Facility Planning.

D. The allowance of flexibility in densities for affordable housing.

The future land use map and zoning district designations establish a maximum density or intensity for all properties. Overall, density is an important factor in forming the character of a community and the preferred lifestyle of its residents. While higher densities may result in lower housing costs, higher across the board densities do not always translate into lower housing prices. Consequently, the preferred method for reducing housing costs through increased density is to provide affordable housing density bonuses associated with affordable housing projects.

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for flexible densities for affordable housing. One mechanism available to a potential developer is the use of



the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to allow for flexible densities. At the recommendation of the Flagler County Affordable Housing Advisory Committee, staff will draft specific language for consideration during the comprehensive plan update and subsequent update of the Land Development Code to assist affordable/workforce housing developers and staff in reviewing eligibility of projects for affordable/workforce housing density bonuses.

E. The reservation of infrastructure capacity for housing for very-low income persons, low-income persons, and moderate-income persons.

Consistent with state law, the City's Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are also contained in Chapter 7, Concurrency Management System, of the City's ULDC. This concurrency management requirement serves as the principal mechanism for ensuring that growth is managed in a manner consistent with the provisions of the comprehensive plan.

Reserving infrastructure capacity upfront for a project is important if there are deficiencies in concurrency-related facilities. Like waiving impact fees, allowing reservation of capacities without payment for affordable housing projects is unfair to other development.

Changes to implement this incentive are not recommended at this time, since implementation would result in inequities.

F. The allowance of affordable accessory residential units in residential zoning districts.

The City of Palm Coast Unified Land Development Code (ULDC) permits accessory structures without a full kitchen in a residential zoning district. Accessory structures shall not be located in public drainage or utility easements or within the required building setbacks. In addition accessory structures, other than fences, walls, arbors, trellises, pergolas, and detached garages or as otherwise specified in the Code, shall be located behind the front and side street building facades of the principal structure. The ULDC does not permit the construction of accessory residential units (which includes a full kitchen facility) in any residential zoning district.

Changes to implement this incentive are not recommended at this time.

G. The reduction of parking and setback requirements for affordable housing.

The City's Unified Land Development Code (ULDC) establishes minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential zoning districts. Each zoning district's setback varies from another; these variations depend on the minimum lot width and minimum lots size for that zoning district. Affordable housing projects



should identify those specific zoning districts to identify the most favorable setback requirements for a particular project. Developers of affordable housing also have the option to rezone and utilize the Master Planned Development (MPD) zoning district. This zoning district allows great flexibility in customizing setback and parking requirements.

For residential uses, the City requires two parking spaces for each single-family dwelling, duplex, and townhouse unit. For multifamily dwellings, the ULDC requires the following:

- 1 space per efficiency unit,
- 1.5 spaces per 1 bedroom,
- 2 spaces per 2 bedrooms and over, and
- 1 space per 4 units for guest parking.

Affordable housing developers also have the option of utilizing the Master Planned Development (MPD) zoning district. This zoning district provides flexibility in the required number of minimum parking based on evidence that other standards would be more reasonable.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to reduce parking and setback requirements.

H. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for an affordable housing developer to provide zero lot line configurations for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Additionally, the ULDC permits townhouse residential development. This type of development allows a developer to construct a minimum of three (3) attached units and a maximum of eight (8) attached units per building.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to allow for flexible lot configurations.

I. The modification of street requirements for affordable housing.

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for an affordable housing developer to modify street requirements for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to modify street requirements.



J. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

In 2006, the Florida State Legislature passed HB 1363 relating to affordable housing. One provision of that bill was that each local government must prepare an inventory of all real property that it owns within its jurisdiction that is appropriate for use as affordable housing. The City of Palm Coast will compile a list of all real property within its jurisdiction to which the city holds fee simple title and is appropriate for use as affordable housing every three years. This list will be made publicly available for review by housing providers.

Prepare an inventory of all city-owned property for analysis and determination of its appropriateness for affordable housing.

K. The support of development near transportation hubs and major employment centers and mixed-use developments.

The City of Palm Coast does not have any identifiable transportation hub. However, the City's Comprehensive Plan and Future Land Use Map (FLUM) identify areas appropriate for mixed use development and appropriate for Village Center development. These village center areas are appropriate for developments with higher densities and intensities.

The purpose of the Mixed Use development designation is to provide opportunities for residents to work, shop, engage in recreational activities, attend school and religious services in reasonably close proximity to residential dwellings. Typically, affordable housing projects should be located strategically within proximity of services and employment opportunities. Development of affordable housing as part of a mixed use project or within proximity of available services and employment opportunities is encouraged and promoted by the comprehensive plan.



IV. EXHIBITS:

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed, or attested adopting resolution.

Optional

- F. Interlocal Agreement
- G. Subordination Policy

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

Exhibit A (2022)

Flagler County

Fiscal Year: 2022-2023	
Estimated SHIP Funds for Fiscal Year:	\$ 766,144.00
Salaries and Benefits	\$ 67,200.00
Office Supplies and Equipment	\$ 7,544.00
Travel Per diem Workshops, etc.	\$ 980.00
Advertising	\$ 890.00
Other*	\$
Total	\$ 76,614.00
Admin %	10.00%
	OK
Fiscal Year 2023-2024	
Estimated SHIP Funds for Fiscal Year:	\$ 766,144.00
Salaries and Benefits	\$ 67,200.00
Office Supplies and Equipment	\$ 7,544.00
Travel Per diem Workshops, etc.	\$ 980.00
Advertising	\$ 890.00
Other*	\$
Total	\$ 76,614.00
Admin %	10.00%
	OK
Fiscal Year 2024-2025	
Estimated SHIP Funds for Fiscal Year:	\$ 766,144.00
Salaries and Benefits	\$ 67,200.00
Office Supplies and Equipment	\$ 7,544.00
Travel Per diem Workshops, etc.	\$ 980.00
Advertising	\$ 890.00
Other*	\$
Total	\$ 76,614.00
Admin %	10.00%
	OK
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.	
Details:	

Exhibit B
Timeline for SHIP Expenditures

Flagler County Board of County Commissioners affirms that funds allocated for these fiscal years will *(local government)* meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2022-2023	6/30/2024	6/30/2025	9/15/2024	9/15/2025
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2022-2023	3/30/2025	6/15/2025
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

Exhibit D
67-37.005(1), F.A.C.
2022

**CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity:

Flagler County Board of County Commissioners

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
- (13) SHIP funds will not be pledged for debt service on bonds.
- (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
- (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
- (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
- (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
- (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness

Chief Elected Official or designee

SSM

Witness

Joseph F. Mullins, Chair
Type Name and Title

Date

OR

Attest:

(Seal)

RESOLUTION 2022 - ____

A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, require local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075(7), Fla. Stat., the Flagler County Board of County Commissioners (Board) finds that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan; as permitted by the statute, the Board will use 10 percent of the local housing distribution plus up to 5 percent of program income deposited into the trust fund, for administrative costs; and

WHEREAS, the Economic Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation in accordance with the SHIP Act;

and

WHEREAS, the Board finds that it is in the best interest of the public for the Board to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, be it resolved by the Flagler County Board of County Commissioners as follows:

Section 1: The Flagler County Board of County Commissioners hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by Sections 420.907-420-9079, Fla. Stat., for fiscal years 2022-2023, 2023-2024, 2024-2025.

Section 2: The chair is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect upon its adoption.

Resolved and adopted this 6th day of June 2022.


FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Joseph F. Mullins, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court
And Comptroller

Approved as to Form:



Sean S. Moylan, Deputy County
Attorney

**INTERLOCAL AGREEMENT FOR THE
JOINT LOCAL HOUSING ASSISTANCE PROGRAM**

This **INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between **FLAGLER COUNTY**, a political subdivision of the State of Florida (the "County"), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, FL 32110, and the **CITY OF PALM COAST**, a Florida municipal corporation ("City"), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164, hereinafter collectively referred to as "the Parties."

WITNESSETH

WHEREAS, the City and County desire to cooperate in order to provide for the housing needs of their citizens efficiently and in the most cost effective manner; and

WHEREAS, the State Housing Initiative Partnership Act, Florida Statutes §§ 420-907 - 420-9079 ("SHIP"), provides for the establishment of local housing assistance programs; and

WHEREAS, Flagler County is an approved county and the City of Palm Coast is an eligible municipality within Flagler County, Florida to provide local housing assistance under SHIP; and

WHEREAS, the Parties wish to provide for the housing needs of their citizens, and to promote the efficient location, design, and provision of affordable housing; and

WHEREAS, the County has an established local housing assistance program and qualified staff who manage the program; and

WHEREAS, the City is eligible to receive direct disbursements as authorized by SHIP and is eligible to establish a local housing assistance program; and

WHEREAS, the City and County wish to provide housing assistance to those areas with the greatest needs regardless of jurisdictional boundaries; and

WHEREAS, SHIP encourages the establishment of joint local housing assistance programs, and provides for the entering into of interlocal agreements for the establishment and implementation of such joint programs; and

WHEREAS, the Parties wish to establish a joint local housing assistance program for the purpose of establishing and implementing a more comprehensive local housing assistance program; and

WHEREAS, SHIP authorizes monies to be distributed to approved counties and eligible municipalities within the county pursuant to an interlocal agreement; and

WHEREAS, the Parties desire to distribute monies available under SHIP pursuant to this Agreement and to provide for the County's implementation and administration of SHIP's requirements; and

WHEREAS, the Parties desire to distribute other funding that may become available for housing programs consistent with this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the definitions contained in SHIP and Chapter 67-37, Florida Administrative Code, as they may be amended from time to time, are adopted herein by reference.

2. **Establishment of Joint Local Housing Assistance Program.** The Parties agree to establish a joint local housing assistance program ("Program"), pursuant to the requirements of §§ 420.907 - 420.9079, Florida Statutes, or any amended or successor statute, and other applicable law. The Program shall consist of the County's current Local Housing Assistance Plan (LHAP) which shall be adopted by resolution of each of the Parties. The LHAP shall only be amended by resolution of each of the Parties pursuant to the provisions of SHIP. Technical revisions shall be approved by resolutions of the Parties. Incentive Strategies applicable to the City shall be included in the LHAP by May 2, 2010. The Parties agree to cooperate in developing future joint updates to the LHAP.

3. **Administration of the Program.** The County shall be solely responsible for the administration and implementation of the Program in accordance with the provisions of SHIP.

a. The County shall prepare and provide the City one annual report consistent with Florida Statutes.

b. The County shall establish, or cause to be established, all of the administrative criteria or requirements necessary or desirable to implement SHIP.

4. **Administration of Trust Fund.** The County has established a specially designated and dedicated Affordable Housing Assistance Trust Fund ("Trust Fund") within the official fiscal and accounting records of the County. All monies received from the state on behalf of the City or the County pursuant to SHIP, and any funds received or budgeted on behalf of the City or the County to provide funding for the Program, shall be deposited into the Affordable Housing Assistance Trust Fund~~County's Trust Fund~~

a. -The Parties agree that under SHIP, the amount allowed for administrative costs does not cover the County's current costs associated with administering the program. If changes occur to SHIP to allow for additional

funds for administrative costs, the Parties agree to take all actions necessary to ensure that the County's costs associated with administering the program are reimbursed through SHIP to the maximum extent possible.

~~The Parties agree to take all actions necessary to maximize the amount (or percentage) of administrative costs allowable pursuant to SHIP.~~

- b. Any required audit shall be performed in accordance with the provisions of SHIP, as well as the provisions of Sections 218.39 and 215.97, Florida Statutes, or any amended or successor statute, as well as Chapter 10.550, Rules of the Auditor General.

5. Distribution of Funds Available Pursuant to SHIP / Affordable Housing Programs. All monies available to the City and the County pursuant to SHIP or other affordable housing programs shall be distributed to the County as provided in the SHIP Act or other affordable housing program regulations

- a. Directions to Corporation. The City and the County direct the Florida Housing Finance Corporation (the "Corporation") or any other affordable housing agencies to distribute the monies allocated in accordance with this Agreement.
- b. Deposit of Funds. The monies distributed by the Corporation or any other affordable housing agency will be deposited into the Affordable Housing Assistance Trust Fund~~Flagler County Trust Fund~~.
- c. The Corporation or other agency shall be notified by the Parties of any change in this Agreement.
- d. The County shall administer and distribute the funding in accordance with the adopted LHAP pursuant to the provisions of the SHIP Act or any other applicable regulation and this Agreement.
- e. The City and County wish to provide housing assistance –regardless of jurisdictional boundaries, and therefore will not restrict the distribution of SHIP Program funds to any particular jurisdictional boundary.
- f. The County shall utilize good faith efforts to recapture SHIP Program funding. The County shall return all recaptured and recycled SHIP Program funds into the Affordable Housing Assistance Trust Fund~~Flagler County Trust Fund~~.

6. Expenditure of Funds Available Pursuant to SHIP. The County will ensure that SHIP funds disbursed from the Affordable Housing Assistance Trust Fund~~Flagler County Trust Fund~~ are at all times expended in accordance with SHIP's

requirements, provide income verification and certification for all applicants for SHIP funding assistance, monitor and determine applicant eligibility and the amount of SHIP funding assistance pursuant to SHIP's guidelines

7. Appointment to Flagler County Affordable Housing Advisory Committee ("AHAC"). As vacancies occur on AHAC, the City and County shall share in the appointment of members to fill those seats whenever possible on an alternating basis, and the positions shall be filled with representatives from the various industry groups specified in the SHIP Act as may be amended from time to time. The first appointment following the approval of this Agreement shall be by the City. To the extent possible, representation on AHAC shall be roughly divided between City and County appointees.

8. Modification of Agreement. This Agreement may only be modified by written agreement of the Parties and adopted with the same formalities as the adoption of this Agreement. Amendments to the Program or this Agreement shall not become effective until reviewed and approved in accordance with SHIP.

9. Administration of Other Available Funds for Affordable/Workforce Housing Program. Upon mutual agreement of the Parties, the City may transfer to the County any other available funds dedicated for implementation of affordable/workforce housing programs or projects. Expenditure of such funds shall be for programs or projects within the municipal boundaries of the City.

10. Cooperation and Coordination of other Federal/State Programs. The City at its discretion may elect to participate in other Federal/State Programs (i.e. CDBG, Neighborhood Stabilization Program, etc.) provided no such program operates through the County or the joint City/County LHAP without the mutual consent of the Parties. The City may elect to coordinate with the County to implement and share the administration costs of such programs with the County. Agreements for such cooperative efforts shall be memorialized in a Memorandum of Agreement between the City Manager and the County Administrator.

11. Term and Termination of Agreement.

a. Term of Agreement. The term of this Agreement shall run concurrently with the distribution of monies pursuant to the Act (which is currently based on the fiscal year of the State of Florida, i.e. July 1 through June 30), unless earlier terminated pursuant to other provisions of this Agreement. For so long as this Agreement remains effective, the Parties agree that they will not do anything to jeopardize the other Party's right to receive its distributions pursuant to SHIP.

b. Termination of Agreement. No later than January 1 of each year, the City or the County may elect to terminate this agreement without cause by providing written

notice of termination to the other Party. In the event of a notice of termination, this Agreement shall terminate and be of no further force or effect as to either Party on July 1 of the year following the receipt of the termination notice; provided, however, that all Program funds (which includes the state distribution and program income received) by the County prior to the date of termination shall continue to be governed by the provisions of this Agreement as if the termination had not occurred. In the event of a termination, the Parties agree to mutually advise the Corporation of the termination of this Agreement, and to provide for the continued orderly payment of those funds to be distributed pursuant to SHIP necessary to fulfill outstanding encumbrances, if any

12. Interpretation. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

13. Notices. Whenever either Party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the Party for whom it is intended at the place specified below. The place for giving of notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this paragraph. For the present, the Parties designate the following as the respective place for giving of notice:

FOR FLAGLER COUNTY:

Flagler County
County Administrator
1769 E. Moody Blvd., Bldg. #2, Suite #302
Bunnell, Florida 32110

With copy to:
SHIP Administrator, Office of Financial Services
1769 E. Moody Blvd, Bldg. #2, Suite #307
Bunnell, Florida 32110

FOR THE CITY OF PALM COAST:

City of Palm Coast
City Manager
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

With copy to:
Director of Community Development
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

14. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

15. **Effective Date.** The effective date of this Agreement shall be the date upon which both Parties have approved this Agreement or July 1, 2009, whichever occurs later.

16. **Liability.** Nothing is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. All Parties are municipal corporations or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, or any amended or successor statute, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law.


17. **Limitations of Agreement.** It is not the intent of this agreement to change the jurisdiction of the Parties in any manner except as specifically provided. All other policies, rules, regulations and ordinances of the Parties will continue to apply as to properties located within the jurisdictional boundaries of each Party.

18. **Filing of Interlocal Agreement.** Pursuant to the provisions of Section 163.01 (11), Florida Statute, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Flagler County, Florida.

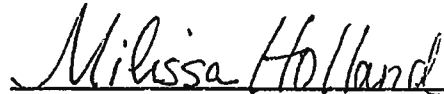
19. **Employee Status.** Persons employed by either Party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of the other Party nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the other Party to its officers and employees.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature.

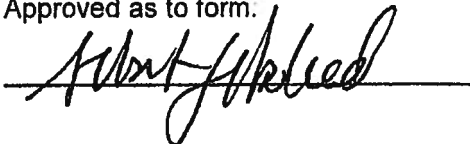
ATTEST:


Gail Wadsworth, Clerk and
Ex Officio Clerk of the Board

BOARD OF COUNTY COMMISSIONERS,
OF FLAGLER COUNTY, FLORIDA


Milissa Holland, Chair
Date: APRIL 6, 2009

Approved as to form:




Page 6 of 7

CAO 


Albert J Hadeed, County Attorney

ATTEST:




Clare Hoenl, City Clerk

Approved as to form:



William E. Reischmann, Jr., City Attorney

CITY OF PALM COAST, FLORIDA.



Jon Netts, Mayor
Date: 4/7/09

EXHIBIT G
Additional Instructions & Information for Down Payment Assistance
for Community Land Trust Purchases

To qualify, homes must be purchased from a County-approved Community Land Trust (CLT). The CLT will execute a 99-year ground lease with the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income eligible household and provide a right of repurchase to the CLT in the event of default. The CLT must approve the subsequent homebuyer. In the event of a default, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to the County, giving the County the right, but not the obligation to purchase the property.

The assistance shall be treated as a development cost pay-down to further reduce the sales price to the homebuyer. The assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the County in the event of default. If the maximum subsidy was not provided to the first homebuyer, the County may provide additional assistance to the subsequent buyer to ensure that the property remains affordable, up to the amount of the maximum subsidy allowable at the time of subsequent purchase minus the original subsidy amount provided to the first homebuyer. Any additional SHIP investment will extend the original loan term. At the end of the loan term, the loan will be forgiven, and the lien released. However, the CLT ground lease will remain in effect and the requirements for residency, resale price, and subsequent buyer's income eligibility will continue. The CLT may request satisfaction of a loan and release of the lien during the term of the loan on behalf of a homeowner or seller, and under certain defined circumstances, with approval granted by the County on a case-by-case basis.

When selling a CLT home, the seller must notify the CLT. The CLT will then enter into a purchase and sale agreement with the seller, that will get assigned to the subsequent homebuyer. The Purchase Option Price for the CLT will be calculated as follows:

Purchase Option Price = Formula Price + Payoff Amount of Deferred Payment Loans

The Formula Price is calculated using a Base Price calculated by subtracting the amount of down payment assistance from the purchase price. For example:

Purchase Price:	\$185,000
MINUS Assistance Provided (maximum):	- <u>\$55,000</u>
EQUALS Base Price (sales price) for first buyer:	\$130,000

Base price is the amount the buyer would need to finance (plus transaction costs) and is used to calculate the Formula Price in the ground lease.

Suppose the Formula (re-sale) Price in the ground lease is calculated by a 1% annual increase to the Base Price, compounded. Suppose the home is sold after 5 years. To calculate the Purchase Option Price (price that will go in the purchase and sale agreement between the CLT and the seller), first calculate the Formula Price:

Formula Price = Base Price x Compound Rate

Calculated as follows:

Year 1 = $\$130,100 \times 1.01 = \$131,300$

Year 2 = $\$131,300 \times 1.01 = \$132,613$

Year 3 = $\$131,613 \times 1.01 = \$133,939$

Year 4 = $\$133,939 \times 1.01 = \$135,379$

Year 5 = $\$135,379 \times 1.01 = \$136,631$

Formula Price = $\$136,631$

Purchase Option Price = $\$136,631 + \$55,000 = \$191,631$

The price to the subsequent buyer equals the Purchase Option price minus the assumed down payment assistance:

Purchase Option Price:	\$191,631
DPA assumed:	- <u>\$55,000</u>
Sales price for subsequent buyer:	\$136,631 (New Base Price for Formula Price)

The new price should be affordable to the subsequent buyer without additional subsidy.

At the end of the loan term, the value of the Purchase Option Price will be equal to the Formula Price.

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 71**

SUBJECT: FY22/23 Ratification of an Application to the Commission for the Transportation Disadvantaged (CTD) for the Shirley Conroy Rural Capital Assistance Support Grant and Authorizing Resolution in the amount of \$24,908.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: The Florida Commission for the Transportation Disadvantaged has announced the application period for the Shirley Conroy Rural Area Capital Assistance Support grant funds to provide financial assistance to eligible recipients in rural areas for the purchase of capital equipment. Flagler County was notified on April 18, 2022, that funding for this purpose was to become available for the upcoming fiscal year. The deadline for submission was May 18, 2022. The grant applications and supporting resolution is attached for your review and subsequent approval. If awarded, the grant funds of \$24,908 (which requires no local match due to our REDI County Status) will be used to purchase software to upgrade and enhance our current video management system on our Transit fleet vehicles.

FUNDING INFORMATION: This grant requires no local match and funding will be appropriated once the grant agreement is received.

DEPARTMENT CONTACT: General Services, Mike Dickson (386) 313-4191

RECOMMENDATIONS: Request the Board ratify the grant application for the Florida Commission for Transportation Disadvantaged (CTD) and adopt the resolution ratifying the County Administrator's authority to execute the application and all associated documents related to the application acceptances, full implementation, and closeout, including but not limited to serving as the authorized representative for reimbursement of the grant if awarded.

ATTACHMENTS:

1. CTD Grant Application
2. Grant Resolution



**SHIRLEY CONROY RURAL AREA
CAPITAL ASSISTANCE GRANT
REQUEST FOR FUNDING**

DATE SUBMITTED	May 20, 2022
LEGAL NAME OF REQUESTING CTC	Flagler County Board of County Commissioners
FEDERAL IDENTIFICATION NUMBER	59-6000605
REGISTERED ADDRESS	1769 E. Moody Blvd. Bldg. 5
CITY, STATE, ZIP CODE	Bunnell, FL. 32110
CONTACT PERSON FOR THIS GRANT	Tishia Peterson
PHONE NUMBER	386-313-4190
E-MAIL ADDRESS	tpeterson@flaglercounty.org
PROJECT LOCATION [County(ies)]	Flagler
PROPOSED START DATE	July 1, 2022
AMOUNT OF FUNDING REQUESTED (90%)	\$24,908

<p><u>CTC REPRESENTATIVE AUTHORIZATION AND ACKNOWLEDGEMENT</u></p> <p>I hereby certify that this request has been duly authorized by the governing body of the CTC. The CTC also certifies that it has reviewed and understands the Grant Program Manual and intends to complete the project in compliance with all grant program requirements if the assistance is awarded.</p>		<p><u>LOCAL COORDINATING BOARD APPROVAL</u></p> <p>I hereby certify that this request for funding has been reviewed in its entirety by the Local Coordinating Board.</p>	
Signature Of Authorized Representative Heidi Petito	Date May 20, 2022	Coordinating Board Chairperson's Signature David Sullivan	Date May 20, 2022
Name Of Authorized Representative And Title		Name Of LCB Chairperson	

JUSTIFICATION FOR EQUIPMENT REQUESTED:

Flagler County Public Transportation (FCPT) requests funds to upgrade our current video management software with the latest enhanced version to benefit our transportation system and our Transportation Disadvantaged (TD) clients.

The current video monitoring software that FCPT currently uses is SEON vMax View Video Management software (SEON View). SEON View creates many challenges to our agency's operations and overall quality of service. For example, issues with video data retrieval, specifically the time and methods it takes to retrieve video data for viewing. The SEON View software requires management to physically remove the hard drives from each vehicle to view video data. Next is sorting through them without the ability to isolate a specific date and time, costing our agency valuable time and resources.

Additional software problems that our agency faces daily with SEON View include limited fleet safety metrics, limited camera views, incorrect time, date, and location information, low-quality video resolution, and the inability to download software upgrades to improve its functions and extend its longevity. SEON vMax Commander Video Management software (SEON Commander) is a web-based cloud-accessible data management software with wireless search and archive functions. This updated software will allow our agency to automatically download and view video data, eliminating the time and resources spent removing each vehicle's hard drive.

The SEON Commander software will effectively address and correct the daily issues that our agency experiences in monitoring our fleet and its passengers. In addition, because SEON Commander is web-based, it will enable us to easily and quickly retrieve video data from anywhere and manage our onboard video systems remotely. Our agency will be able to promptly locate incidents with accurate time, date, and location data. SEON View does not have any of these critical features.

Additionally, SEON Commander brings other essential features to our agency's video monitoring management, such as synchronized state-of-the-art high-resolution capture and record monitoring with vehicle telemetry data. Vehicle telemetry data will allow our agency to remotely map our fleet's paths, speed, and downtime. In addition, SEON Commander uses online access and control to manage its multi-user interface and user-friendly menu that supports future wireless downloads and products to complement our system and its performance. SEON Commander will also notify management of any alarms or equipment failures while the vehicle is in service.

As our county's population continues to grow and the TD population, our client's safety and service efficiency have become even more critical to ensure increasingly reliable, safe, and timely service. Upgrading our outdated video monitoring software will enhance the performance of our current system, which in turn will significantly benefit all of our clients. Overall, this upgraded video monitoring software will give our agency more flexibility and function to see what happened and when much more quickly.

The enhanced features and functions of SEON Commander are why this software upgrade is essential to our agency's operations,

our passengers' service quality experiences, and overall safety. With SEON Commander, our agency can eliminate the daily challenges we face from using outdated software, which will allow more allocated time and resources for our clients and our operator's safety. In addition, the advanced metrics of this software will provide our clients, operators, and the county with verifiable safer operations and improved time management. As a result, FCPT will be benefiting our entire TD population with this vital software upgrade.

The break-down, description, and cost of each item requested:

Software:

- 1 VMC5B vMax Commander 5.0; web – based wireless and automatic video management software – \$3,000.00
- 40 VMC5V vMax Commander 5.0; vehicle activation (per vehicle) – with annual renewal fees - \$3,600.00

Access point/Bridges:

- 1 SRB1AC020202 Smart Reach AP, 1RD, 5.8Ghz, 3X7 dBi Omni Antenna - \$1,760.00
- 23 SRLN07 Smart Reach Lite, 2.4/5Ghz, ANT, N WIFI Bridge TL DVR - \$5,474.00
- 17 SRLN07NP Smart Reach Lite, 2.4/5Ghz, ANT, No POE, N WIFI Bridge, TH DVR - \$2,788.00
- 1 FRGT-SURCHARGE, Freight, Shipping, and Handling Surcharge - \$300.66

Labor/Engineering Services:

- 40 INST – SRLB Installation Smart Reach Wireless Bridge - \$3,400.00
- 1 INST – WRLS Installation Smart Reach Wireless Access Point - \$2,814.00
- 1 Remote Engineering Service Per Day - \$844.00
- 1 PRS-WEBTRN Webinar remote training - \$827.00

Shipping:

- Ground Freight – Parts Only - \$100.00

DESCRIPTION OF CAPITAL EQUIPMENT REQUESTED:

Vehicles

1, 2, 3, etc. +	(R) or (E)*	Fuel Type **	Description/Vehicle Type/Procurement Source	Quantity	Estimated Cost (from Order Form)

+ Prioritization of Need

*Replacement (R) or Expansion (E)

** Fuel Type – D=Diesel G=Gas A=Alternative

Equipment NOT Requested as part of a Vehicle Purchase

1, 2, 3, etc. +	Description	Quantity	Estimated Cost
1	SEON vMAZ Commander Video Management Software Upgrade	1	\$24,908.00

+ Prioritization of Need

PROJECT COST:

Total Project Cost	(100%)	\$24,908.00
Less Local Match	(10%)*	\$0.00
Transportation Disadvantaged Trust Funds*	(90%)	\$24,908.00

* If REDI, include 100% of the total project cost on the Transportation Disadvantaged Trust Funds line and "REDI" on the Local Match line.

<p><u>SOURCE OF REQUIRED LOCAL MATCH:</u></p> <p>County funds</p>



**SHIRLEY CONROY RURAL AREA
CAPITAL ASSISTANCE GRANT
CURRENT VEHICLE INVENTORY**

NAME OF CTC: _____

Model Year	Chassis Make and Model	Vehicle Identification Number (17 Digits)	Maximum Ambulatory/ Wheelchair Passenger Seating	Average Vehicle Miles Per Year	Current Mileage as of (Date)	Anticipated Retirement Year	Source of Funding

NOTE: Identify the Vehicle(s) that would be replaced with this or other grants by placing * next to the model year.

RESOLUTION 2022 - ____

A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS RATIFYING THE FILING AND EXECUTION OF A TRANSPORTATION DISADVANTAGED SHIRLEY CONROY RURAL AREA CAPITAL ASSISTANCE GRANT APPLICATION AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, IF AWARDED.

WHEREAS, the Flagler County Board of County Commissioners (the "Board") is eligible to receive a Transportation Disadvantaged Shirley Conroy Rural Area Capital Assistance Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statutes, and Rule 41-2, Florida Administrative Code (the "Transportation Grant"); and

WHEREAS, there was insufficient time to bring the Transportation Grant application before the Board prior to the grant submission deadline.

NOW, THEREFORE, be it resolved by the Flagler County Board of County Commissioners:

1. The Board has the authority to apply for and enter into a Transportation Grant agreement, if awarded.
2. The submission of grant application, supporting documents, and assurances therein to the Florida Commission for the Transportation Disadvantaged is ratified and approved.
3. The County Administrator is authorized to execute the application and any other documents including, but not limited to, the Transportation Grant agreement, if awarded, and any amendments thereto or other documents necessary to implement the Transportation Grant.

DULY PASSED AND ADOPTED in open session of the Flagler County Board of County Commissioners, Florida, on this 6th day of June 2022.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Joseph F. Mullins, Chairman

Attest:

Tom Bexley
Clerk of the Circuit Court and Comptroller

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2022.06.01 13:49:49 -04'00'

Sean S. Moylan
Deputy County Attorney

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

SUBJECT: Consideration to Award RSQ 22-027Q, regarding CEI Services for Airport T-Hangars at the Flagler Executive Airport to Hoyle, Tanner & Associates, Inc.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Flagler County Purchasing Department formally solicited for proposals for the CEI Services for Airport T-Hangars at the Flagler Executive Airport. The Request for Statement of Qualifications (RSQ) was advertised in the *Daytona News Journal* as well as publicly broadcast on www.MyVendorLink.com.

On May 27, 2022, an Evaluation Committee meet to evaluate the proposals based on their independent review of the submissions. The evaluation points are detailed on the attached tabulation sheet. Staff recommends the award to Hoyle, Tanner & Associates.

This contract is for the CEI Services during the construction of three (3) new T-hangar buildings (each containing 14 units), associated taxilanes, restroom facilities, roadway access and utility extension. The CEI Services, includes a Resident Contractor who will observe the construction to monitor the progress and quality of the Contractor's work to determine if the work is proceeding in conformity with the contract documents. They will also be responsible to overseeing the quality assurance material testing. Additionally, the consultant will aid Flagler County staff by acting as its liaison and project coordinator with the FDOT during the construction of the project.

This project will generate additional revenue of \$215,400 annually, plus additional fuel sales.

FUNDING INFORMATION: FDOT has agreed to fund \$5,889,722, which is 90% of the total cost for this project. The BOCC has accepted a FDOT PTGA in the amount of \$4,626,600. The FDOT will amend this PTGA in their FY23 (July 2022), to fund the remaining balance of \$1,263,122 when the funds become available. If the additional funding is not received from FDOT, the County will be responsible for covering the difference. The Airport fund would need to secure a loan to fund the difference in grant funding. This funding structure was approved on the 04/18/22 BOCC regular meeting.

DEPARTMENT CONTACT: Airport, Roy Sieger (386) 313-4233
Purchasing, Theresa Webb (386) 313-4063

RECOMMENDATIONS: Request the Board to Award RSQ 22-027Q, regarding CEI Services for Airport T-Hangars at the Flagler Executive Airport to Hoyle, Tanner & Associates, Inc. and authorize staff to execute the contract as approved in form by the County Attorney.

ATTACHMENTS:
1. Scoring Tabulation
2. Notice of Intent

T-Hangars

Firm Qualif + Capabilities Max 25 pts	Project Approach Max 20 pts	Personnel Qualifications Max 25 pts	Experience Similar Proj + Approach on Typical Proj Max 20 pts	References Max 10 pts	Total	Total
--	--	--	--	----------------------------------	--------------	--------------

Chuck

CMT	23	17	23	18	8	89	
Hoyle Tanner	24	19	23	18	8		92

Roy

CMT	10	0	10	10	5	35	
Hoyle Tanner	25	18	25	20	8		96

Mike

CMT	20	15	20	15	8	78	
Hoyle Tanner	20	17	20	17	8		82

202 270

RANKING

- Hoyle Tanner 1
- CMT 2

Purchasing

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



www.flaglercounty.gov

Phone: (386)313-4008

Fax: (386)313-4108

NOTICE OF INTENT TO AWARD

This is a notice of intent from the Purchasing Manager to the Board of County Commissioners of Flagler County to award the following solicitation:

SOLICITATION NO.: RSQ 22-027Q

SOLICITATION NAME: CEI Services for Airport T-Hangars

INTENDED AWARD TO: Hoyle, Tanner & Associates, Inc.

Further questions regarding the award of this solicitation may be directed to the Purchasing Department at (386) 313-4008 or purchasing@flaglercounty.org.

Financial Services
Purchasing Division
Flagler County Board of County Commissioners
Posted: May 27, 2022

FAILURE TO FOLLOW THE PURCHASING PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED IN SECTION 22 OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING MANUAL SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS. THAT PURCHASING MANUAL IS AVAILABLE FOR PUBLIC INSPECTION IN THE PURCHASING DEPARTMENT AND ON THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS' WEBSITE (WWW.FLAGLERCOUNTY.ORG) AND MAY BE OBTAINED FROM THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING DEPARTMENT.

Andy Dance.
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien, Jr.
District 5

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

SUBJECT: Consideration of Budget Amendment to Increase the Line Items for Aviation Oil & AvGas and Jet Fuel for the Flagler Executive Airport Enterprise Fund in the Amount of \$779,678.00.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: Due to unforeseeable increase in aviation fuels and fuel in general, it is necessary to increase the Airport's budget in order to continue to purchase fuel for resale. This time last year the cost of a gallon of AvGas was \$3.55, it is currently \$5.72. And the cost of a gallon of Jet fuel this time last year was \$2.30, it is currently \$4.26. The requested increase budget amount for expenses and revenues is as follows:

Avgas - Expense \$291,905.00, Revenue \$332,518.00
Jet A - Expense \$335,370.00, Revenue \$447,160.00

The increase of the cost of fuel does not decrease the amount of revenue recognized as we maintain a margin of profit on each gallon sold. The additional funds earned will go to reserves. It should also be noted, despite the increase cost of jet fuel, the airport has already exceeded the estimated jet fuel sales for the year by 20,000 gallons and are on track to sell an additional 50,000 gallons by the end of this fiscal year.

FUNDING INFORMATION: Funding will be appropriated through the attached Unanticipated Revenue Resolution for the Airport Fund 1401.

DEPARTMENT CONTACT: Airport Director, Roy Sieger, 313-4220

RECOMMENDATIONS: Request the Board approve the attached Unanticipated Revenue Resolution to increase the Airport budget by \$779,678.00 and to approve staff to make the necessary change order to the purchase order for Jet Fuel and AvGas.

ATTACHMENTS:

1. Unanticipated Revenue Resolution

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 1

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2022	09	90002	06/01/2022		BUA AIRPRTFUEL	1	2			
1	40113440	344103		Airport	Sale of Aviation Fuel		-478,500.00	-332,518.00	-811,018.00	
	1401-001-0000-344100-340-00-000-000-344103-						06/01/2022			
2	40113440	344106		Airport	Sale of Jet Fuel		-412,500.00	-447,160.00	-859,660.00	
	1401-001-0000-344100-340-00-000-000-344106-						06/01/2022			
3	40141001	552003		Airport/Airport	Aviation Oil & Avgas		350,000.00	291,905.00	641,905.00	
	1401-141-4100-542300-540-54-000-000-552003-						06/01/2022			
4	40141001	552004		Airport/Airport	Jet fuel(Jet A)		275,000.00	335,370.00	610,370.00	
	1401-141-4100-542300-540-54-000-000-552004-						06/01/2022			
5	40150000	598010		Airport/Reserves	Reserve - Contingency		1,068,347.00	152,403.00	1,220,750.00	
	1401-150-5000-000000-590-00-000-000-598010-						06/01/2022			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

YEAR	PER	JNL	SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2022	9	90002												
BUA	1401-001-0000-344100-340-00-000-000-344103-				06/01/2022	AIRPRTFUEL				Sale of Aviation Fuel	T	5		332,518.00
BUA	1401-001-0000-344100-340-00-000-000-344106-				06/01/2022	AIRPRTFUEL				Sale of Jet Fuel	T	5		447,160.00
BUA	1401-141-4100-542300-540-54-000-000-552003-				06/01/2022	AIRPRTFUEL				Aviation Oil & Avgas	T	5	291,905.00	
BUA	1401-141-4100-542300-540-54-000-000-552004-				06/01/2022	AIRPRTFUEL				Jet fuel(Jet A)	T	5	335,370.00	
BUA	1401-150-5000-000000-590-00-000-000-598010-				06/01/2022	AIRPRTFUEL				Reserve - Contingency	T	5	152,403.00	
													.00	.00
BUA	1401-000-0000-000000-000-00-000-000-241000-				06/01/2022	AIRPRTFUEL				Appropriations				779,678.00
BUA	1401-000-0000-000000-000-00-000-000-171000-				06/01/2022	AIRPRTFUEL				Estimated Revenues			779,678.00	
SYSTEM GENERATED ENTRIES TOTAL													779,678.00	779,678.00
JOURNAL 2022/09/90002 TOTAL													779,678.00	779,678.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1401 Airport	2022 9	90002	06/01/2022	Estimated Revenues	779,678.00	
1401-000-0000-0000000-000-00-000-000-171000-				Appropriations		779,678.00
1401-000-0000-0000000-000-00-000-000-241000-						
FUND TOTAL					779,678.00	779,678.00

** END OF REPORT - Generated by Amanda Gilbert **

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

SUBJECT: Approval of Negotiated Contract with Ajax Building Company, LLC for Construction Manager at Risk Services for the for the Joint-Use Facility to include the Flagler County Library, (Administrative Headquarters and Bunnell Branch - fka the Southern Library), Conference Center and Health and Human Services.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: A Construction Manager at Risk (CMAR) Project is a two-phase contracted process, which employs both an Architect/Design Firm and a Construction Firm to act as both the builder and project manager for the entirety of the project. On March 2, 2022, five (5) contractors responded to the Request for Proposals (RFP). A Selection Committee comprised of relevant staff members, scored each one of these proposals and ranked them in accordance with the corresponding scores. The top three firms, Ajax Building Company, LLC, Collage Design and Construction, Inc., d/b/a/ The Collage Companies, and Charles Perry Partners, Inc., were invited to present to the committee with the intent to negotiate with the top ranked firm. Of the three shortlisted contractors, Ajax Building Corporation was eventually selected, due to their past experience with library projects, quality of work performed and their ability to build relationships specifically with our selected Architect, Rhodes & Brito.

Ajax has an impressive track record of 50 library projects and more than 130 public sector clients with a project total of more than \$4B. Of the last six public sector projects for county and city government in Florida, all were completed within the time desired by the local government and within its allocated budget. Flagler County also has a working relationship with Ajax as they are in the process of construction of the Sheriff's Office Operations and District 3 Facility.

On Tuesday, May 17, 2022, staff personally met with Ajax's Principal-in-Charge, Bill Byrne, to negotiate the final details of the contract. This successful negotiation resulted in a \$13,149 reduction in preconstruction fees, and an overall 0.15% reduction in Overhead and Profit Fee for Construction Phase, and an inclusion of a \$1,000.00 per day Liquidated Damages for delay that will ensure the contract is completed by the final deadline.

FUNDING INFORMATION: Funding is included as part of the FY 21-22 Adopted Budget in account 1316-161-6001-571600-570-57-000-000-562000.

DEPARTMENT CONTACT: Michael Dickson, General Services Director (386) 313 – 4191

RECOMMENDATION: Request the Board to approve the award to Ajax Building Company, LLC for the Construction Manager at Risk (CMAR) Services for the Joint-Use Facility to include the Flagler County Library, (Administrative Headquarters and Bunnell Branch - fka the Southern Library), Conference Center and Health and Human Services, per RFP 22-016P, and authorize the Chair to execute the Contract as approved to form by the County Attorney.

ATTACHMENTS:

1. RFP Submission from Ajax Building Corporation
2. Overall Scoring Tabulation Chart
3. CMAR Contract

Ajax



**INNOVATIVE
CONSTRUCTION
SERVICES
SINCE 1958**

COPY



CONSTRUCTION MANAGER AT-RISK SERVICES
**FLAGLER COUNTY LIBRARY
JOINT USE FACILITY**

RFP # 22-016P



Jacksonville Office
10365 Hood Rd. S, Suite 203
Jacksonville, FL 32257
904.262.8660 Phone
904.262.8623 Fax
www.ajaxbuilding.com

March 2, 2022



Flagler Board of County Commissioners
Purchasing Department
1769 East Moody Boulevard
Building 2, Third Floor
Bunnell, Florida 32110

Re: 22-016P Construction Manager at Risk (CMAR) for Flagler County Library Joint Use Facility

Members of the Selection Committee,

Ajax Building Company is pleased to present our qualifications to serve as the Construction Manager At-Risk for the **Flagler County Library Joint Use Facility** project. Today's libraries have evolved and meet many needs for the public ranging from information and educational services and learning programs, to group gatherings. Technology has changed and improved our efficiencies and offerings within these facilities. Ajax has an extensive track record constructing projects with the latest trends in technology, security, and programs for the **21st Century Library**. Our long project resumes with Florida Cities and Counties **constructing public-serving buildings** will also ensure that the needs of the Health & Human Services department are met through this project. We will be able to capitalize on our on-going experience working with the County on the Sheriff's District 3 Administration Facility. This experience will assist the Library project with our knowledge of County's personnel, policies, project area, and local subcontractor market to the benefit of this project.

We understand the proposed program for the new Library Joint Use Facility is a **32,000 SF Library of the Future** with a budget not to exceed \$16,000,000 and located on Commerce Parkway in Bunnell. In addition to the Bunnell Branch Library & Administrative offices, the new building will include the Health & Human Services Department; conference spaces and community rooms and event space. The new facility will provide Youth/Children programming areas; Teen Spaces with technology; shared-use spaces; adult collections; public computer areas; study rooms; recording/podcast room; Innovation Lab & multi-function rooms; and an outdoor theatre. The Health & Human Services portion of the facility will include a large meeting room; a commercial warming kitchen; lobby space with micro-market; offices; workspaces; conference rooms; breakrooms; and a large wrap around porch.

Founded in 1958, Ajax is an employee-owned company that has been providing Construction Management at Risk services (CMAR) to public entities in an open book environment. Our library portfolio includes over **50 library projects** including the new Venice Library, new Clearwater Countryside Library and the new East Roswell Library. This experience brings an understanding of the **library management systems** related to wireless multichannel communication and RFID security. Our work at the Palm Coast Community Center will also benefit this project as a resource to the utilization and function of the potential event space.

Unique to our team and a benefit to the project is our Project Manager, Roy Kenski. A Northeast Florida native, Roy brings 32 years of experience in the field and a wide range of CM Project Management expertise. Most notably, Roy was responsible for overseeing the Fulton County Georgia's Library System expansion, a \$167 million program that included 8 new branches from the selection of the site, writing the program, AE/CM selection through completion and startup operation of these facilities. Additionally, Roy also oversaw the Better Jacksonville Library Program, a \$60 million program that included 6 new branches. Roy's unique background will benefit this project greatly as he has holistic knowledge of the development of these special facilities. He is an expert in his field, and we believe his knowledge and experience will lend itself well to the goals and plans for your new Library Joint Use Facility. The team includes Operations Manager Lon Neuman and Superintendent Mike McKnight from the Sheriff's District 3 Administration Facility. These gentlemen will be able to apply their knowledge of the County personnel, processes and procedures; their strong relationships with local quality subcontractors; and their familiarity with the project area. The Sheriff's District 3 Administration Facility will be completed in Fall of 2022, just in time for this them to focus solely on this new facility.

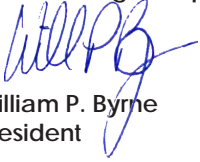
Ajax has completed 750+ construction management projects for public agencies and our teams operate in an open-book environment on all our projects. We were the first construction company in the state of Florida to have an Owner Direct Purchase Program approved by the Florida Department of Revenue and we will apply this program to your project to ensure we are maximizing your tax savings. Through our work with County and City agencies we understand the intricacies involved with procuring and building with grant funding and will work alongside the Library to help secure and implement the funding received.

Our recent experience with the project area will allow us to efficiently utilize our Earthworks software to efficiently balance and grade the site, thus minimizing the sitework and cost of dirt as much as possible. We will continue our successful scheduling & execution of CM projects to ensure the new project will **be open to the community in the summer of 2024**.

In closing, Ajax has developed a team that brings **extensive relevant experience** and a **successful relationship** with the County that makes us an ideal partner for the new Library Joint Use Facility. We are excited for the opportunity to partner with the County and will utilize our expertise to ensure each of the project goals and objectives are met, allowing the Library and the Department of Health & Human Services to continue their important work. Should you have any questions, please contact me at bill.byrne@ajaxbuilding.com, directly at (813) 927-5063 or at the address & fax number above.

Sincerely,

Ajax Building Company, LLC



William P. Byrne
President

TABLE OF CONTENTS

- 4 1. QUALIFICATIONS & RELATED EXPERIENCE
- 31 2. STAFFING & PROJECT ORGANIZATION
- 45 3. PROJECT PLAN / TECHNICAL APPROACH
- 59 4. FEE PROPOSAL
- 64 5. LEGAL CAPACITY
- 69 6. REFERENCES
- 73 7. ADDITIONAL INFORMATION
- 74 8. REQUIRED FORMS

1. QUALIFICATIONS, RELATED EXPERIENCE

1.1.a

DEMONSTRATED COMPETENCE IN THE SERVICES BEING PROVIDED

Library Expertise

Ajax's library portfolio includes 50 library projects including the new Venice Library, new Clearwater Countryside Library and the new East Roswell Library, all of which have children areas, study rooms, public computer work stations and community gathering spaces. Our library experience also encompasses renovation projects including the New College Cook Library that was a two-year multi phased project that included service upgrades and extensive interior renovations, all the while keeping the existing library operational.

50
LIBRARY
PROJECTS



\$4B+
IN PUBLIC
SECTOR PROJECTS

750+
CMAR PROJECTS

133
PUBLIC SECTOR
CLIENTS

Established in 1958, our philosophy has remained the same with unwavering integrity and a drive to ensure our owner's goals are met with an honest and transparent approach. As a pure Construction Management at Risk (CMAR) contractor, Ajax appreciates working in an "open book" environment and working with our owners and architects as a team.

Ajax is an established firm providing Construction Management services to public sector clients. We bring relevant experience with libraries, community centers, Department of Health facilities, and a wide variety of public serving buildings. Ajax's 20-year commitment to and participation with the Florida Association of Counties has given us valuable insight into the challenges you face and how we can structure our construction approach to address some of these issues.

The specialty experience Ajax brings to Flagler County will be key to delivering this project on time, within budget and with the highest level of quality.

NATURE AND RELEVANCE OF SIMILAR WORK BEING PERFORMED OR RECENTLY COMPLETED

During the course of our 64 year history, Ajax has established itself as a leading provider of cost effective Construction Management Services. Ajax has completed 50 library projects for counties, universities, elementary, middle and high schools. The following pages highlight 12 of Ajax's projects similar to your project.

Below is a matrix highlighting the relevance of these projects to the Flagler County Library Joint Use Facility project.

EXPERIENCE WITH YOUR PROJECT ELEMENTS	COMMUNITY SERVING FACILITY	CM AT RISK	STATE-OF-THE-ART FACILITY	COMPLETED WITHIN BUDGET	MET OWNER'S SCHEDULE GOALS	RELEVANT TEAM MEMBERS
Sarasota County Venice Library	✓	✓	✓	✓	✓	✓
Fulton County East Roswell Branch Library	✓	✓	✓	✓	✓	✓
New College of Florida Jane Bancroft Cook Library	✓	✓	✓	✓	✓	✓
City of Clearwater Countryside Library	✓	✓	✓	✓	✓	✓
City of Palm Coast Palm Coast Community Center	✓	✓	✓	✓	✓	✓
City of Daytona Beach Midtown Cultural & Education Center	✓	✓	✓	✓	✓	✓
Flagler County Sheriffs District 3 Administration Facility	✓	✓	✓	✓	✓	✓
Alachua County Agriculture & Equestrian Center	✓	✓	✓	✓	✓	✓
Augusta University Reese Library	✓	✓	✓	✓	✓	✓
Augusta University Greenblatt Library	✓	✓	✓	✓	✓	✓
Florida Gulf Coast University Library Expansion	✓	✓	✓	✓	✓	✓
Department of Health Liberty City Health Clinic	✓	✓	✓	✓	✓	✓



SARASOTA COUNTY VENICE LIBRARY

Venice, Florida

The Venice Public Library project was a replacement of the existing library building and included the construction of parking, drives, utility infrastructure improvements, landscaping, site lighting, drainage, and storm water management facilities. The new Venice Library was designed as a hybrid model, exemplifying a blend of the latest practices in service delivery with more traditional services that remain relevant to community needs. The library offers lending, reference and youth services, public access computers, wireless internet access, information and educational programs, while serving as a community gathering space. The new library employed strategies to reduce energy costs and provided opportunities for installation of automation equipment for increased efficiency.

The state of the art facility takes into account the way modern libraries interface with young people and the older generations. An open floorplan with a large central skylight incorporates book stacks with support spaces surrounding, including an advanced book sorter / material handling system, children's areas, computer rooms, small conference / study areas, garden spaces, a drive-through book and media drop-off area(s), self-check technology, and meeting rooms equipped with the most current computer, projection and video conferencing technology.



Construction Management at Risk
\$9,337,812
26,574 SF



SARASOTA COUNTY
"Dedicated to Quality Service"

April 13, 2019

Mr. Bill Byrne, President
Ajax Building Corporation
109 Commerce Boulevard
Oldsmar, FL 34677

Dear Mr. Byrne –

It is my privilege to correspond with you to express my appreciation for the exemplary support and stellar performance your team provided for the new William H. Jervy, Jr. Venice Public Library. Each day since the December 15, 2018 Grand-Opening event, I have heard rave reviews and have witnessed the pleasure that citizens derive from visiting their new library. Enclosed please find a "By The Numbers" infographic including the record-breaking statistics achieved during the first six weeks that the library was open.

Through each project phase – from listening to the community during engagement forums, to sharing planning updates with neighbors, from delivering formal presentations to the Sarasota County Commission, Friends of the Library, staff and other stakeholders, to the ground-breaking and grand-opening celebrations – this was a model program. Were I asked to give an example of superior practices in the management of building construction, I would not hesitate to offer that our latest library project fits that description.

The responsive customer service which I experienced from all members of the Ajax team was especially impressive. That continues to this day. In every possible way, the Ajax professionals shared our passion to create a library that was inviting and attractive, functional and future-flexible. As visitors explore the facility for the first time, they discover all of the special spaces that encourage lingering to explore, and to return again and again.

Please share with your colleagues my message of gratitude. Together, we created a public library that inspires belief in the spirit of collaboration and the value of place-making to inspire life-long learning.

Sarabeth A. Kalajian

Sarabeth A. Kalajian, Director
Sarasota County Libraries & Historical Resources
skalajian@scgov.net

Sarasota County Libraries & Historical Resources ♦ Sarasota County Administration Center
1660 Ringling Boulevard ♦ Sarasota, FL 34236 ♦ 941.861.5468 | 941.232.1871



FULTON COUNTY EAST ROSWELL BRANCH LIBRARY

Atlanta, Georgia

East Roswell Library is a state-of-the-art facility designed and constructed to meet the needs of citizens of East Roswell. The project is LEED "Gold" and one of the main focuses of the design is a connection with the wooded surroundings to create a functional library space within a canopy of trees. There is a connection to park walking and cycling trails, a covered material return and customer drop off, and a welcoming covered bridge entry.

Library Features:

- » Knowledge Center: 3,500 SF including collections, seating, 3 group study rooms for 2-4 people, and 3 individual study rooms for 1-2 people.
- » Discovery Center: 3,500 SF including interactive play areas, a Story / Craft room, collections, seating, and technology.
- » The SPOT: 580 SF designated for teens including gaming, collections, seating, and technology.

- » Multi-Purpose Room: 1,000 SF accessible after library operating hours.
- » Learning Station: 800 SF with 15 public computers; 1 print release station; 2 express stations; and Wi-Fi available throughout the building.
- » Funded by a local bond referendum approved by the County, Ajax kept as much of the construction dollars in the community as possible. Ajax included local schools, community centers and neighborhoods throughout the design, construction and opening of the library.



Construction Manager at Risk
\$6,219,959
17,365 SF



atlanta-fulton public library system

Take your dreams off the shelf.

April 20, 2016

Mr. Derek Gamble,

This letter is in reference to the East Roswell Library project in Roswell, Georgia.

I have worked with the Ajax Building Corporation since October 2014, specifically with Ed Hill, Bruce Hicks and Matt Hahn. All of my dealings with the team have been professional and informative. At all steps of the project, my staff and I have counted on the Ajax staff and have not been disappointed. We counted and depended on their knowledge throughout this process. They clearly communicated information and have been respectful to the staff and clients' needs by coordinating any follow-up activities. Mr. Hill and his team were responsive to our employee's comments, concerns and feedback at all stages of the project. Their construction and management of the East Roswell Library and subsequent guidance has made this project a success.

As for the library itself, we get many compliments on the quality of the building. Through speaking with others on their dealings with construction companies, I have appreciated even more the exceptional care that the Ajax team has given this project. Ed, Matt and Bruce have been instrumental in ensuring the quality of their subcontractors and following up with concerns. The team's responsiveness and see through is impressive. I would not hesitate to work with each member of the team again or recommend your company's services.

Sincerely,

A handwritten signature in cursive script that reads 'Swalena Griffin'.

Swalena Griffin
Branch Manager
East Roswell Library
Atlanta-Fulton Public Library System
2301 Holcomb Bridge Road
Roswell, GA 30076
404.613-4052
swalena.griffin@fultoncountyga.gov



NEW COLLEGE OF FLORIDA JANE BANCROFT COOK LIBRARY

Sarasota, Florida

This project consisted of several phased renovations to update the existing library into the state of the art facility that it is today.

Phase 1 consisted of reroofing to include demolition of the existing roof and replacing with a new Derbigum roof system. Phase 2 consisted of mechanical and electrical renovations that included new ceilings, new fire protection systems, an emergency generator and associated electrical infrastructure. Phase 3 included interior renovations to the entry lobby of the Cook Library, including demolition, drywall, painting, electrical and other provisions. Phase 4 included renovations to the interior areas including the main library area, classrooms and the book stack area. The scope of the project included removing the entire ceiling to replace the existing HVAC and lighting systems with new efficient systems. The existing air handler units in roof top penthouses were removed, with new units installed. Miscellaneous architectural renovations tied the project together giving the Library a new, finished look. Miscellaneous exterior improvements included a stone path, sod and resurfacing of a parking lot.



Construction Management at Risk
\$4,698,082
43,019 SF



Facilities Management

January 22, 2016

To Whom It May Concern

Subject: Letter of Recommendation

This letter is to recommend Ajax Building Corporation for construction management services.

New College of Florida is a small public liberal arts college serving the entire state of Florida as Florida's Honors College. New College's current enrollment is just over 800 students. New College has selected Ajax Building Corporation to provide construction management services on several projects. Most of the projects NCF builds are special type projects such as the construction of the New Academic Center in 2010 and the remodel and renovation of its Library which was completed in four phases during consecutive summer breaks. Ajax consistently provides New College with experienced and qualified construction management teams. The most impressive attribute of Ajax has been its ability to meet very tight project schedules. Each of the four phases of the New College Library remodel and renovations were limited to an eleven week summer schedule with absolute due dates. Ajax's project managers and superintendents made sure all the details involved in the project got covered and that all options were provided in a timely manner so the customer could make informed decisions. Every phase of the project was ready for student and faculty use on time and looked great.

I can definitely recommend Ajax Building Corporation to any institution of higher education that is in need of construction management services.

Sincerely,

A handwritten signature in blue ink that reads "Alan L Burr".

Alan L Burr
Director, Facilities & Construction
New College of Florida
(941) 487-4245
aburr@ncf.edu



CITY OF CLEARWATER NEW COUNTRYSIDE BRANCH LIBRARY

Clearwater, Florida

This new library was constructed adjacent to the Countryside Recreation Center.

The library was designed and built to meet the needs of the community for years to come. "It's tremendously exciting to build a new library building," Barbara Pickell, director of Clearwater's library system said. The Phase 2 Multi-Use Building houses the Operations and Maintenance Department along with Special Projects (an audio visual department servicing 3 school districts) and Property Records (a retail facility to sell used equipment, furnishings and electronics to the public). A mechanical renovation of the recreation center was added to the project to allow it to be served from the new common Central Energy Plant also serving the library.

The existing building for Special Projects will be developed into a Health Clinic. This is a preliminary concept for the reuse of this 4,800 SF building and will be further developed as funds and concepts become available.



Construction Management at Risk
\$6,135,928
23,524 SF

LETTER OF REFERENCE



CITY OF CLEARWATER

100 NORTH OSCEOLA AVENUE, CLEARWATER, FLORIDA 33755
TELEPHONE (727) 562-4970

CLEARWATER PUBLIC LIBRARY SYSTEM

March 11, 2016

It is my great pleasure to provide a letter of recommendation for the Ajax Building Corporation. As a Library Director, I have been involved in a few major building projects but it is not my area of expertise. That meant I was dependant on Ajax as our Construction Manager, our architect and our City Project Manager to make the construction of a new 22,000 square foot branch library a success.

The Ajax people worked with us to keep the project on budget, not an easy task since our initial wants were greater than our resources. But they worked with the architect to seamlessly insure we stayed on budget while ending up with a quality building with attractive finishes that, frankly, wows our public. Justine Perrino, our Ajax Project Manager, worked with us to insure we would get the building we wanted within the resources we had available.

The actual construction process was also flawless from my perspective and that of other staff of the city. The construction happened next door to a busy Recreation Center in the center of a heavily used park with multiple ball fields, and there was only minor inconvenience to the citizens using those facilities. Ajax was an excellent partner within the community. They provided a web cam that fed to our web site and was very popular with the public. They also assisted us in doing a wall signing for the community in the middle of construction, making it possible for several hundred people to really become a part of their new library. Despite my initial doubts from previous construction experiences, this project remained on schedule from ground breaking to grand opening. The communication was excellent. John Simpson, our Site Superintendent, was so easy to work with and so cooperative in working out tours for donors or other interested parties. It was, in fact, a pleasure to work with all of the Ajax personnel.

Now that we have been in the building for several months, I can also say that I am extremely pleased with the quality of the work. For a building that will see approximately 300,000 visitors each year, that is extremely important. I am confident the building will require minimal maintenance going forward.

I highly recommend Ajax Building Corporation for any construction project. Please feel free to contact me for any additional information I might be able to provide.

Sincerely,

Barbara Pickell, Library Director



"EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION EMPLOYER"



CITY OF PALM COAST PALM COAST COMMUNITY CENTER

Palm Coast, Florida

The Renovations and Additions to the Palm Coast Community Center was a welcomed and much anticipated improvement to this highly utilized amenity and the only community center within the City of Palm Coast. The initial scope of work included comprehensive evaluation of the existing building systems and finishes for a renovation of approximately 5,780 SF of existing building space in conjunction with the expansion to both the East and West elevations of the existing facility for a total of 19,700 SF of new area, as well as with much needed expansion of parking, storm water and additional outdoor recreation amenities. Care was taken to protect and preserve the existing mature trees on the existing site.



Construction Management at Risk
\$7,407,921
21,100 SF



Stantec Architecture Inc.

4798 New Broad Street, Suite 100, Orlando, Florida 32814-6436

August 12, 2019

Reference: Recommendation for Ajax Building Corporation

To Whom It May Concern:

Initially as Project Designer and subsequently as Project Manager, I have been directly involved in the Palm Coast Community Center project for much of the past five years. Because of this involvement, I have been asked to provide Ajax Building Corporation with a letter of recommendation.

The Palm Coast Community Center, located in Palm Coast, Florida, is a 21,100 SF facility where a portion of the existing community center building was utilized as a launching point for the new addition. This \$7.4M project is sited in an existing 4.74 acre heavily treed community park where site planning efforts resulted in new basketball courts, children's playground and expanded parking. Additionally, the project is required to be LEED Certified by the United States Green Building Council (USGBC).

In an arena where numerous teams must successfully interact and perform together under the direction of one entity, Ajax excels. The success of this project hinged on transparency and open communication between all parties including the client (the City of Palm Coast). Throughout the life of any construction project, challenges surface where informed decisions must be made sometimes on a timely basis. Ajax typically included the owner and architect in this process when necessary. All aspects of the challenge were identified, and solutions discussed and approved. Because Ajax was usually planning site efforts 30 to 60 days in advance, any questions or concerns they had were addressed well in advance leading to an efficiently run project. Michael Jenkins, the on-site Project Manager for Ajax, was instrumental in guiding these and other efforts, showing maturity, understanding and professionalism.

Given this background and experience, I would highly recommend Ajax Building Corporation to provide construction management services for future projects associated with Stantec.

Regards,

Stantec Architecture Inc.

A handwritten signature in blue ink, appearing to read 'John W. Page', followed by a horizontal line extending to the right.

John W. Page

AIA, LEED BD+C
Project Manager

Direct: (407) 541-0237
Mobile: (407) 496-8329
Fax: (407) 648-4275

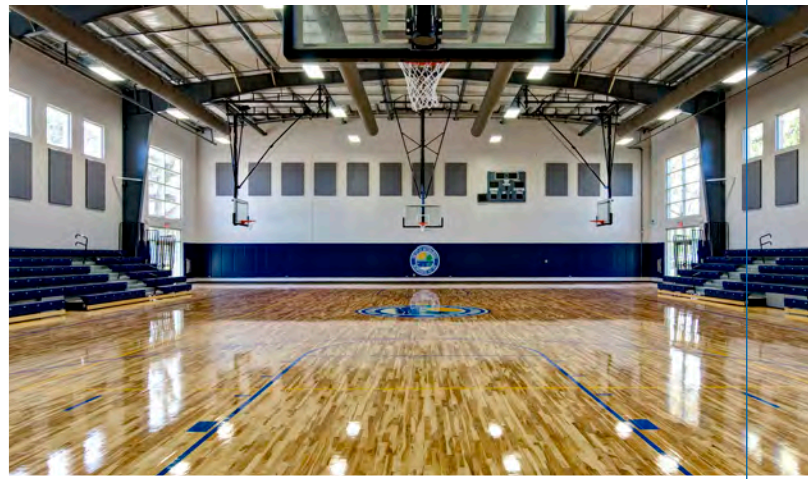
John.page@stantec.com



CITY OF DAYTONA BEACH MIDTOWN CULTURAL & EDUCATIONAL CENTER

Daytona Beach, Florida

The project consisted of a new 22,176 square foot single-story structure including a new gymnasium, culinary, music, dance and art rooms as well as a gallery / lobby and administration area. The structure is a combination of insulated tilt panel concrete for the exterior, structural steel, and pre-engineered metal building system for the interior structure and roof.



Construction Management at Risk
\$3,909,585
22,176 SF

LETTER OF REFERENCE

**The CITY OF DAYTONA BEACH**

— "THE WORLD'S MOST FAMOUS BEACH" —

Mr. Lon Neuman
Ajax Building Corporation
10365 Hood Road South, Suite 203
Jacksonville, FL 32257

February 1, 2013

Dear Mr. Neuman:

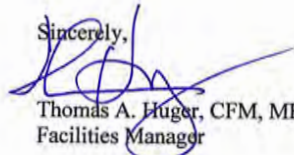
I would like to take this opportunity to personally thank you and your company for an outstanding performance in the construction of our Daytona Beach Midtown Cultural & Educational Center. Our state of the art facility is not only being used to facilitate the educational growth of the surrounding community, but also serves to support area athletics and special events.

The Ajax Building Corporation Team exceeded our expectations in the overall construction of this facility. Ajax personnel were readily available throughout the entire construction process to meet with our staff members and assist with any questions. Project Manager Jeremy Cox led the Team that provided insight, knowledge, and was our go-to man who made things happen effortlessly throughout this entire project.

Not only did your team bring this facility to completion on time and under budget, but worked tirelessly to foster an open and communicative relationship. We value that relationship and will continue to call upon Ajax as the city continues to grow.

The quality of work displayed by your company in constructing this facility has created a building that the City of Daytona Beach and our citizens will be proud of for years to come.

Sincerely,



Thomas A. Huger, CFM, MBA
Facilities Manager

Engineering Division/Public Works Dept-950 Bellevue Ave.-Daytona Beach, Florida 32115
Phone - 386-671-8750 - Fax 386-671-3219 - E-Mail hugert@codb.us
Ajax-Midtownlor



FLAGLER COUNTY SHERIFF DISTRICT 3 ADMINISTRATION FACILITY

Bunnell, Florida

This project will consist of a new Sheriff Administration building to replace the previous one sick from mold. This will include the development of an 8 acre site and the construction of a new 51,615 SF facility. Sitework will include the installation of aggregate piers, all underground utilities and asphalt parking/drive lanes. The main building will be constructed with tilt-up concrete panels with structural steel columns, beams & joists. The project includes a 6,000 SF pre-engineered metal metal for the Sheriff's Purchasing and Vehicle Storage. Ajax is providing design-build services for the Purchasing and Storage Building.



Construction Management
\$20,160,526
51,615 SF + 6,000 SF PEMB Purchasing &
Storage Bldg



ALACHUA COUNTY AGRICULTURE & EQUESTRIAN CENTER

Gainesville, Florida

The UF/IFAS Extension Alachua County Agriculture and Equestrian Center is a partnership between the Alachua County Board of County Commissioners and the University of Florida Institute of Food & Agricultural Sciences. It benefits county residents and their quality of life by providing agricultural, human and natural resource based knowledge/research so citizens can make their own informed decisions. Several different types of classes, events and demonstrations will be offered in the new auditorium to the county. This facility houses a handful of UF/IFAS faculty and county support staff. The auditorium, which can seat up to 400 people, can also be divided into three (3) separate meeting rooms, and contains a teaching kitchen. The sitework and utility work on the existing 37 acre site and new adjacent five acre site included construction of new storm-water ponds, landscaping, new pole-barn structures over existing wash-down areas with related new underground utilities and relocation of PEMB. It also included a new 13,723 SF Auditorium and 7,379 SF UF/IFAS buildings, a new roadway between two sites that connects to the residential area.



Construction Management
\$12,538,168
25,000 SF



AUGUSTA UNIVERSITY REESE LIBRARY RENOVATIONS

Augusta, Georgia

Ajax conducted a total renovation of the HVAC and lighting systems at the Reese Library building located on Augusta University's Summerville Campus in Augusta, GA. The building, circa 1976, is 79,337 gross sq-ft, and serves as library, class room space, conference space, book & document archives, rare/historical book and document repository and office space. The building remained occupied during construction.



Construction Management at Risk
\$3,546,794
79,337 SF



AUGUSTA UNIVERSITY GREENBLATT LIBRARY RENOVATIONS

Augusta, Georgia

The Robert B. Greenblatt M.D. Library serves Augusta University's Health Sciences Campus, providing resources and services to support the teaching, discovery, and clinical care mission of the University's student centered research university and academic medical center. This project was a comprehensive upgrade of the Library including incorporating major architectural upgrades, installing a new furniture package, updating the restrooms, and reconfiguring of the main entry. This project modernized the library to make it a welcoming and accommodating space to graduate and undergraduate user groups.

Construction Management at Risk
\$3,219,881
90,000 SF





AUGUSTA
UNIVERSITY

October 27, 2016

Mr. Appie Wells
Project Manager
Ajax Building Corporation
5950 Shiloh Road East, Suite 5
Alpharetta, GA 30005

Dear Mr. Wells:

Now that the HVAC renovation project has been completed for Augusta University's Reese Library, I want to take this opportunity to commend Ajax Building Corporation for all that you did to make this project successful. I am speaking solely as the person who worked closely with Ajax Building Corporation on a day-to-day basis in my role as Head Librarian of Reese Library. I am not representing Augusta University in any official capacity through this letter.

I was impressed with Ajax's emphasis on high quality work, customer satisfaction, and safety, which were consistently demonstrated. Renovation areas were left cleaner than they were found upon work completion and any problems encountered were rectified cheerfully, efficiently, and effectively. If an unexpected problem or question arose, Jack Lefler, project superintendent, responded to my calls and made sure that I had a good understanding. The change to the building temperature and air quality are markedly improved and it has made a big difference.

Mr. Lefler kept me well informed throughout the project. When I made him aware of potential problems such as student exam times and the need for quiet, he consistently worked with me to ensure that student needs were met. When it became apparent that the work was ahead of schedule, Mr. Lefler made sure that there was minimal disruption to students by revising his work plan and completing the work on the first floor public areas over the summer at night when the library was closed. When it became necessary to bring in a crane to move equipment onto the roof of the building, Mr. Lefler arranged this based on the scheduling needs of the library and attached student center.

When additional funding became available to provide renovations to Reese Library's space in the form of lighting, carpeting, and painting, Ajax worked with me to again ensure minimal disruption to library users and staff. The subcontractors hired were well supervised and their work was also consistently of the highest quality.

Ajax also ensured comfort of the staff and safety of the staff working in the library. During the fourteen days required to turn off the air conditioning to cut over to the new handler, the weather turned hotter

UNIVERSITY LIBRARIES
REESE LIBRARY

Mailing Address:
1120 15th Street, LIBR
Augusta, Georgia 30912

Office Location:
2500 Walton Way
Augusta, Georgia 30904

T (706) 737-1745
F (706) 667-4415

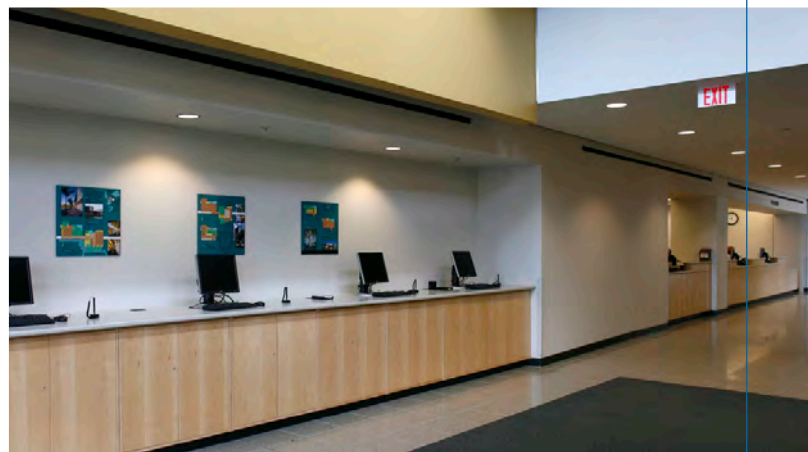
augusta.edu



FLORIDA GULF COAST UNIVERSITY LIBRARY EXPANSION

Fort Myers, Florida

Florida Gulf Coast University has a strong commitment to creating a campus with an emphasis on technology and innovation with an environmental focus. As the campus population has grown, so did the need for a more expansive library facility. The new library facility supports the needs of the University for the next 20 years. About 60,000 square feet of the new four-story building is being used for library purposes, bringing library capacity up to about 120,000 square feet. The library has a central core of stack shelving looped with primary circulation and perimeter reading rooms and lounges, each with expansive views to the lush campus landscape. Program elements include private group study rooms, internet wired reading tables, the University Archives, stack areas for 390,000 volumes, special collections, classrooms, faculty and staff offices, and meeting spaces.



Construction Management at Risk
\$12,821,921
108,000 SF

LETTER OF REFERENCE

Client Satisfaction Questionnaire

Offeror: AJAX

Project: FGCU Library Renovation

Client: FLORIDA GULF COAST UNIVERSITY

Name of Evaluator: BARRETT GENSON

Position: DIRECTOR OF FACILITIES PLANNING

Phone No.: 239. 590. 1503

Email Address: bgenson@fgcu.edu

Please circle the appropriate response the following questions:

Was the Contractor cooperative, capable, and effective in prosecuting the work?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Did Contractor's performance conform to the terms and conditions of the contract?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Once completed, did the project require unexpected maintenance activity or any significant warranty issues?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
Have any latent defects been found?	<input type="radio"/> YES	<input checked="" type="radio"/> NO
Was the staffing level consistent with the project size and complexity?	<input checked="" type="radio"/> YES	<input type="radio"/> NO
Would the client use this firm again?	<input checked="" type="radio"/> YES	<input type="radio"/> NO

Comments regarding overall satisfaction: _____

Signature: Barrett Genson

Date: 10.7.09



DEPARTMENT OF HEALTH LIBERTY CITY HEALTH CLINIC

Miami, Florida

The Liberty City Replacement Health Facility was a new facility that was constructed by the State of Florida Department of Health to better serve the residents of Liberty City. The total overall scope of the final facility included a new facility with STD Care area, Primary Care Unit, WIC Area, Women's Health/Family Planning Area, Tuberculosis Area, Immunization Area, and common areas as required to support these areas.

The Clinic itself is divided into three separate areas; a Multi-Purpose Clinic, a Walk-in Clinic, and a Common Area. The Multi-Purpose Clinic will serve as a flexible general purpose clinic. The Walk-in Clinic will serve as a neighborhood WIC education center. The Common Area is approximately 1,000 SF of common/shared areas within the Clinic.



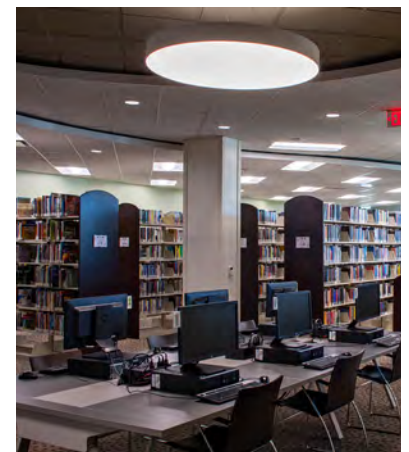
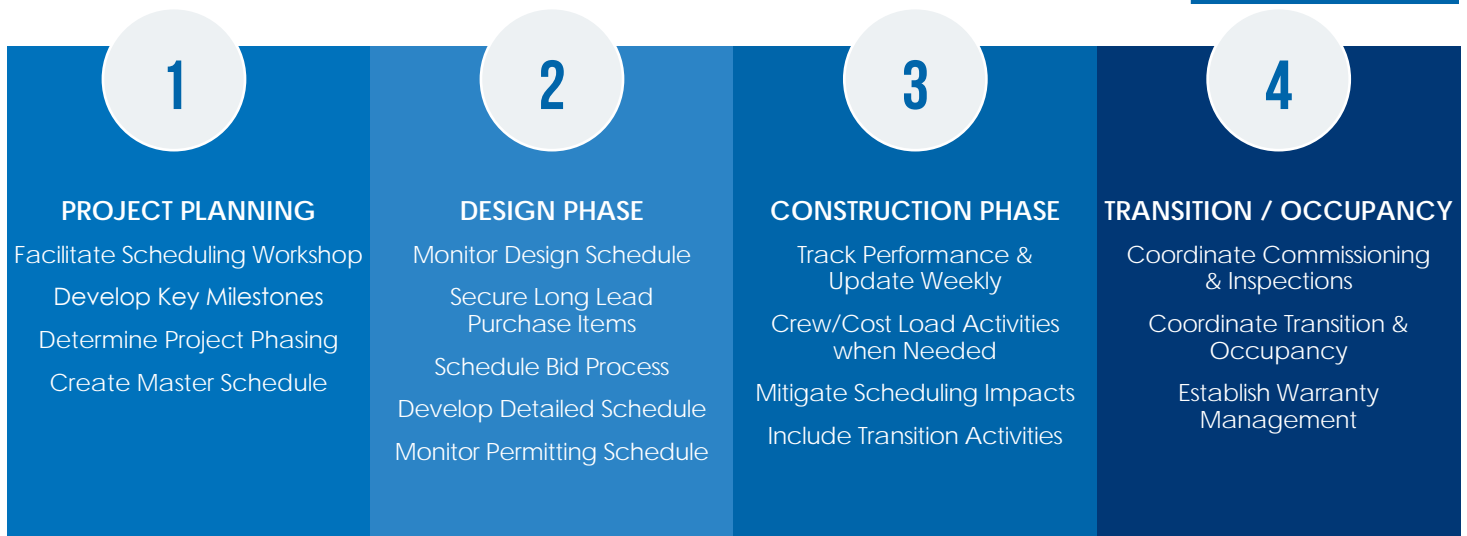
Construction Management at Risk
\$2,479,432
10,400 SF

1.1.c

RECORD OF MEETING SCHEDULES AND DEADLINES OF OTHER CLIENTS

At Ajax, we understand the importance of delivering projects on time for our owners. This is especially true on your project as we understand that this project has been planned for and worked toward for many years. Therefore, the success of this project requires the ability of the right Construction Manager to efficiently schedule the project, within your budget, without sacrificing quality or the integrity of the facility. We have a proven track record of completing projects within our owners' time and budget constraints. This stems from our teamwork approach of incorporating input directly from the owner, stakeholders and the design team, as well as subcontractors and vendors.

AJAX'S SCHEDULE PROCESS IS SUMMARIZED IN FOUR PHASES:



SCHEDULING SOFTWARE

This Master Schedule is created in Primavera P6, a computerized scheduling program in a Critical Path Method (CPM) format. This format is a network analysis using "precedence" and "successor" diagramming. This CPM schedule shows all major milestones involved in the project, their relationships, start dates, completion dates and planned durations.

RECORD OF MEETING SCHEDULE GOALS

PROJECT	CONTRACTUAL COMPLETION	ACTUAL COMPLETION DATE	SCHEDULE GOAL MET
Sarasota County Venice Library	December 2018	December 2018	✓
Fulton County East Roswell Branch Library	January 2015	January 2015	✓
New College of Florida Jane Brancroft Cook Library	August 2015	August 2015	✓
City of Clearwater New Countryside Branch Library	July 2015	June 2015	✓
City of Palm Coast Community Center	October 2018	October 2018	✓
City of Daytona Beach Midtown Cultrual & Education Center	April 2012	March 2012	✓
Flagler County Sheriff's District 3 Administration Facility	October 2022	TBD	ON SCHEDULE
Alachua County Agriculture & Equestrian Center	October 2021	October 2021	✓
Augusta University Reese Library Renovations	November 2016	October 2016	✓
Augusta University Greenblatt Library Renovations	October 2018	September 2018	✓
Florida Gulf Coast University Library Expansion	July 2006	July 2006	✓
Department of Health Liberty City Health Clinic	May 2014	February 2014	✓

DAYTONA BEACH MIDTOWN CULTURAL & EDUCATION CENTER

The Ajax team worked with the City of Daytona Beach to complete the Daytona Beach Midtown Cultural & Education Center facility a head of schedule and under budget. The facility included similar aspects to this project and is now providing important services to the community on a daily basis. The project was completed ahead of schedule and almost \$90,000 under budget.

"Our state of the art facility is not only being used to facilitate the educational growth of the surrounding community, but also serves to support area athletics and special events. Not only did Ajax bring this facility to completion on time and under budget, but worked tirelessly to foster an open and communicative relationship. The quality of work displayed by your company in construction this facility has created a building that the City of Daytona Beach and our citizens will be proud of for years to come." -Thomas A. Huger, Facilities Manager.

AUGUSTA UNIVERSITY REESE LIBRARY RENOVATIONS

The Reese Library project was delivered to Augusta University ahead of schedule. This project includes similar aspects including library programming space, class space, conference space, book & document collections, and office space.

"Throughout the project I enjoyed good communication, a safe work environment, high quality work, and a clean environment upon work completion. Working with Ajax was a good experience and because of their work, the final product was delivered as promised. Thank you, Ajax, for all you did for those who work in and use Reese Library!" - Barbara Mann, Head Librarian



[1.1.d

COMPETITIVE ADVANTAGES, STRENGTH AND STABILITY AS A BUSINESS CONCERN

Ajax's experience with every aspect of library facility construction and our extensive work experience in the public sector is what sets us apart. Our strength and stability is evidenced in our 64 years of meeting our clients' needs. We are most proud of our repeat client success. 85% of our projects are for repeat clients, proving that we deliver our promises to our Owners and are invited back time and time again for future projects.



64
YEARS IN
BUSINESS



EMPLOYEE
OWNED

85%
REPEAT
CLIENTELE

21st
CENTURY LIBRARY
EXPERIENCE



32
YEARS OF
LIBRARY EXPERIENCE



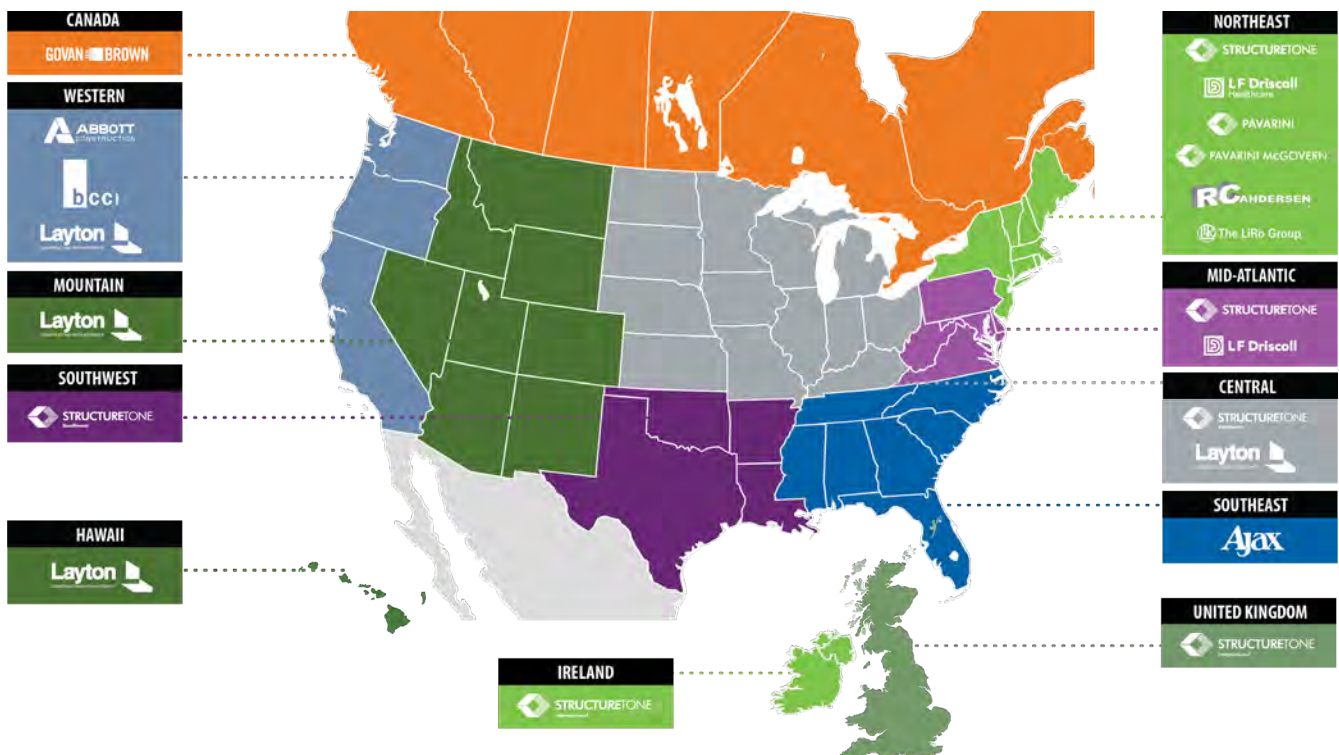
RESOURCES TO NAVIGATE THE CURRENT CONSTRUCTION MARKET

A unique strength and stability that Ajax brings, and a major competitive advantage, is our relationship with STO Building Group. In 2018 Ajax merged under the umbrella of Structure Tone Building Group. Ajax is still an employee owned business but now has the advantages and supplies of a world-wide construction company. The STO Building Group family of companies includes over 4,000 employees located in offices throughout the US, Canada, UK, and Ireland. Together, our companies can better serve clients by taking advantage of each other's strengths, relationships, geographies, and resources. This relationship will greatly benefit the Library Joint Use Facility project by providing our project team with the latest insight on supply chain & labor supply demands to allow the project to remain in budget and on time during this unpredictable construction market.



STO Building Group compiles and analyzes real-time, experience-based construction cost and industry activity data from our broad base of operations. Our global reach gives us insight into the various markets we service – nationally, regionally, and locally. With over 3,500 projects implemented annually in multiple market sectors and locations, STOBG maintains a broad base of project data, including key indicators of changing construction market conditions that inform our clients. Lead times for materials continue to be very impactful when not incorporated into a longer-term plan. Stock piling and early purchase of materials is essential in the current market. Logistics has been extremely impactful with manufacturers able to produce products but are having great difficulty in shipping and trucking the material from the factory to warehousing / distribution centers and onwards to subcontractors and job sites. This is due to a widespread and growing shortage of truck drivers. Ajax has in-house trucking capabilities and has secured materials direct when shipping logistics has been problematic. Alternative material selections to avoid extended lead times are also an option, for instance utilizing steel beam and long span deck in lieu of bar joist.

We have had success with the use of design/assist whereby subcontractors are awarded pre-construction packages to work with and as part of the end user/design/CM team. This increases the effectiveness of value engineering in real time as part of collaborative team effort but also provides for early procurement of long lead materials. Trades like exterior envelope, mechanical systems, electrical systems, modular units (i.e., bathroom modules) precast concrete and similar packages are candidates. Direct Purchase of Chillers, AHU's and Electrical gear can also be accomplished without early procurement of the entire subcontract.



[1.2]

AJAX'S ADDITIONAL NOTEWORTHY QUALIFICATIONS

In addition to Ajax's extensive community servicing facility resume and long history of providing CM services to public sector clients as detailed in the previous section, we are also honored to have received numerous awards in our industry, distinguishing Ajax as the construction manager you can trust with all aspects of your project.

- Since 2001, Ajax has been awarded 55 Eagle and 17 Merit Awards with the Associated Builders & Contractors Association for Excellence in Construction.
- American Public Works Association
 - 2020 Project of the Year, Sarasota County Venice Library
- ABC Safety Training and Evaluation Process Awards (STEP)
 - *Diamond Level 2017*
 - *Platinum Level 2004-2009, 2019, 2020, 2021*
 - *Gold 2010-2018*
- ABC North Florida Region 2005 Excellence in Construction Safety Award
- ABC National Safety Excellence Award Semifinalist 2005
 - *University of South Florida OSHA Consultation Program*
 - *Sunshine State Safety Recognition Awards*
 - *4 Awards for FSU Chemistry*
 - *USF MOB*
 - *Boca Ciega High School*
 - *New College of Florida Academic/Admin Building*
- US DOL Occupational Safety and Health Administration Safety and Health Achievement Recognition Program (SHARP) Award Recipient 2006-2016

ACCOMPLISHMENTS IN SAFETY

Jobsite safety is a priority at Ajax. A clean, safe, organized jobsite translates into a high quality project. Our current experience modification rates (EMR) are well below the industry average.

.69

EMR 2021

.73

EMR 2020

.69

EMR 2019

[1.3]

NO EXISTING OR POTENTIAL CONFLICTS OF INTEREST

Ajax does not have any existing or potential conflicts of interest between the scope of work required by the County and our firm's business activities.

2. STAFFING AND PROJECT ORGANIZATION

2.1

KEY PERSONNEL ASSIGNED TO THIS PROJECT

The project team proposed for the Flagler County Library Joint Use Facility brings the experience, knowledge and resources needed to complete your project objectives and goals. Your 'Boots on the Ground' team is comprised of Senior Project Manager Roy Kenski, Superintendent Michael McKnight, Assistant Superintendent Travis Mauldin, and Project Engineer Nick Story. Michael and Nick are currently working on the Sheriff's District 3 Administration Facility directly across the street, which will be completed ahead of this project starting. This on-site team will be 100% focused on the Library Joint Use Facility project when it is underway. This project team will utilize their "lessons learned" from similar projects to the advantage of this project. This team brings experience with all of your potential project elements including:

- State of the Art Library Facilities
- Labs & Technical Spaces
- Shared Use Spaces
- Meeting Spaces
- Commerical Kitchens
- Officies & Workspaces
- Outdoor Areas



ROY KENSKI
Senior Project Manager



MICHAEL MCKNIGHT
Superintendent



NICK STORY
Project Engineer



TRAVIS MAULDIN
Assistant Superintendent

In addition to the proposed on-site team, the full resources of Ajax and our personnel will be available for any needed assistance throughout this project. As an example, Ajax currently has several public sector projects underway in both the design phase and construction phase. These teams communicate with one another to share ideas regarding constructibility, materials, systems, etc.



BILL BYRNE PRINCIPAL-IN-CHARGE

Bill Byrne will be the Principal-in-Charge who will be ultimately responsible for the management of the project.

LON NEUMAN OPERATIONS MANAGER

Lon Neuman is the NE FL Operations Manager and he will be providing day-to-day direction of the required work.



BILL BYRNE

PRINCIPAL-IN-CHARGE

PROFILE

Bill oversees the business operations for Ajax and serves as Principal in-Charge. He has been with the Company for the past 29 years and has more than 41 years of experience in the construction management at risk, design/build and general contracting fields. His project portfolio exceeds \$4 billion. A graduate of the University of Florida's Rinker School of Building Construction, Bill holds a General Contractors License in Florida, Georgia, South Carolina and North Carolina. He has served as President of the North Florida Association of Builders and Contractors and is a current board member of Starting Right, Now.

EXPERIENCE

Sarasota County Venice Library	\$9,337,812	26,574 SF
Fulton County East Roswell Branch Library	\$6,219,959	17,365 SF
New College of Florida Jane Brancroft Cook Library	\$4,698,082	43,019 SF
City of Clearwater New Countryside Branch Library	\$6,135,928	23,524 SF
City of Palm Coast Community Center	\$7,407,921	21,100 SF
City of Daytona Beach Midtown Cultural & Education Center	\$3,909,585	22,176 SF
Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
Alachua County Agriculture & Equestrian Center	\$12,538,168	25,000 SF
Augusta University Reese Library Renovations	\$3,546,794	79,337 SF
Augusta University Greeblatt Library Renovations	\$3,219,881	90,000 SF
Florida Gulf Coast University Library Expansion	\$12,821,921	108,000 SF
Department of Health Liberty City Health Clinic	\$2,479,432	10,400 SF



EDUCATION

B.S. BUILDING CONSTRUCTION
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE

JOINED AJAX - 1993
STARTED IN CONSTRUCTION - 1981

CERTIFICATIONS

CERTIFIED GENERAL CONTRACTOR
(GA, FL, NC, SC)

PROFESSIONAL AFFILIATIONS

UF RINKER INDUSTRY ADVISORY BOARD
MEMBER

OFFICE LOCATION

OLDSMAR, FL





LON NEUMAN

OPERATIONS MANAGER

PROFILE

As Operations Manager, Lon oversees and assists several project teams in Northeast Florida, ensuring each team has all of Ajax's resources available. Lon continually monitors construction activities for each of his projects and is directly involved from preconstruction to close-out, while being a second set of eyes on quality, budget and scheduling. Lon's insight of labor and material trends helps his teams properly manage the subcontractor and procurement processes. Lon has been involved in a multitude of public sector projects that required extensive logistical planning, critical estimating skills, and comprehensive scheduling expertise. All projects under his guidance have been completed on time, or ahead of schedule and have met the owner's budgetary requirements.

EXPERIENCE

City of Palm Coast Community Center	\$7,407,921	21,100 SF
City of Daytona Beach Midtown Cultural & Education Center	\$3,909,585	22,176 SF
Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
Alachua County Agriculture & Equestrian Center	\$12,538,168	25,000 SF
Florida State University Library Technical Services Building	\$1,500,000	N / A
Volusia County Public Works Services Facility	\$9,272,497	28,222 SF
College of Coastal Georgia Education and Learning Center	\$8,145,425	31,885 SF
Tallahassee Community College Library & Media Center	\$4,568,000	67,000 SF
Palm Coasts Arts Foundation Pavilion / Venue / Canopy Roof	\$473,882	N / A
University of Florida Newell Hall Learning Commons	\$15,186,661	41,800 SF



EDUCATION

B.S. BUILDING CONSTRUCTION
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE

JOINED AJAX - 1999
STARTED IN CONSTRUCTION - 1991

CERTIFICATIONS

OSHA 30
LEED AP BD+C



OFFICE LOCATION

JACKSONVILLE, FL





ROY KENSKI

SENIOR PROJECT MANAGER

PROFILE

Roy will be on-site 100% of the time and be responsible for all on-site project management from pre-bid through punch-list completion. He will develop cost and scheduling initiatives and monitor the success of those initiatives as well as daily monitoring the project. Roy will also be responsible for all on-site management activities, including cost control analysis, scheduling, materials procurement, subcontractor pre-qualification and management, local/MBE participation programs, structure analysis, and quality assurance. He has developed a keen sense for troubleshooting problems for the most expeditious solutions. You can be assured that when Roy brings a field conflict issue to the attention of the owner representative, he will also provide a resolution. This is a project team leader that every owner desires to have the opportunity to lead their next project.

EXPERIENCE

Atlanta-Fulton Public Library Capital Improvement Plan	\$167,000,000	VARIOUS
Jacksonville Public Library Better Jacksonville Plan Library Program	\$60,000,000	6 BRANCHES 208,500 SF
City of Fort Walton Beach New Field Office Complex	\$11,844,447	62,000 SF
Duval County Schools R.L. Brown Elementary School Media Center and Classroom Additions	\$2,500,000	20,000 SF
Duval County Schools LaVilla School of the Arts Middle School	\$18,000,000	125,000 SF
Polk County Schools Polk County High School	\$22,000,000	225,000 SF
Atlanta Public School Systems HVAC Improvements	\$40,000,000	8 SCHOOLS
University of Texas at Austin Texas Memorial Stadium North End Zone Replacement	\$178,000,000	400,000 SF
University of Texas at Austin Athletic Center Renovation and Addition	\$28,000,000	42,000 SF

EDUCATION

MASTER OF ARCHITECTURE
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE

JOINED AJAX - 2015
STARTED IN CONSTRUCTION - 1988

CERTIFICATIONS

REGISTERED ARCHITECT, FLORIDA
NCARB MEMBER
CERTIFIED CONSTRUCTION MANAGER
OSHA 10 H

OFFICE LOCATION

TALLAHASSEE, FL



NICK STORY

PROJECT ENGINEER

PROFILE

Nick will assist Roy with complete project coordination. Having worked alongside the team on the Flagler Sheriff's District 3 Administration Facility project, Nick understands the processes and procedures of Flagler County. He will assist in interpreting blueprints/drawings for installing materials, and resolve conflicts or errors with the drawings. Nick will also prepare "as built" drawings and prepare all required documentation records such as status reports, punch lists, sketches of work already done, material requirement calculations, etc. Finally, he will also assist Nick with the daily monitoring of all on-site activities.

EXPERIENCE

Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
Flagler College Renovations	\$10,000,000	10,000 SF
University of North Florida Competition Pool	\$8,262,824	12,309 SF

EDUCATION

B.S. CONSTRUCTION MANAGEMENT
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE

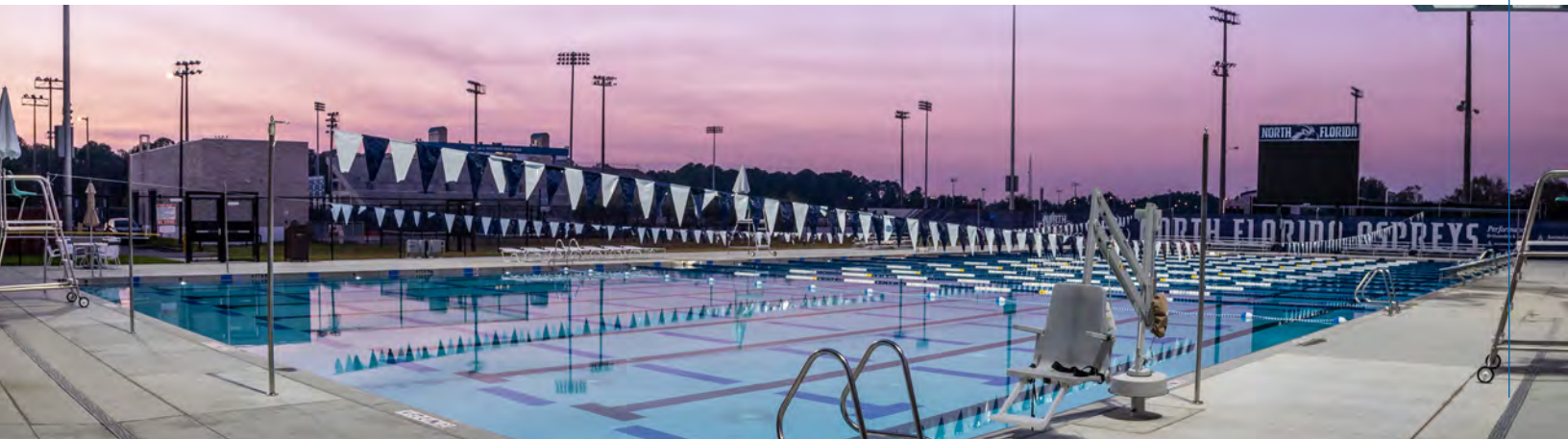
JOINED AJAX - 2021
STARTED IN CONSTRUCTION - 2018

CERTIFICATIONS

OSHA 30
CPR

OFFICE LOCATION

BUNNELL, FL (JOBSITE)





JODY WALLICK

GENERAL SUPERINTENDENT

PROFILE

As the General Superintendent, Jody oversees the day-to-day operations of the on-site construction activities for projects throughout Northeast Florida. Understanding the construction methods, systems and approaches that are being utilized throughout the region ensure each of Jody's project are operating in the most cost effective and efficient manner. Because Jody is on-site for a variety of projects, he is constantly bringing lessons learned from projects and owners to each of his project teams.

EXPERIENCE

City of Palm Coast Community Center	\$7,407,921	21,100 SF
Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
Alachua County Agriculture & Equestrian Center	\$12,538,168	25,000 SF
Augusta University Reese Library Renovations	\$3,546,794	79,337 SF
Augusta University Greenblatt Library Renovations	\$3,219,881	90,000 SF
City of Fort Walton Beach New Field Office Complex	\$11,844,447	62,000 SF
City of Orlando Office Complex	\$34,000,000	180,000 SF
Nassau County Office Complex	\$5,000,000	100,000 SF
University of Florida Newell Hall Learning Commons	\$15,186,661	41,800 SF
Volusia County Public Works Services Facility	\$9,272,497	28,222 SF



EDUCATION

MACDONALD DOUGLAS
MACHINIST SCHOOL

YEARS OF EXPERIENCE

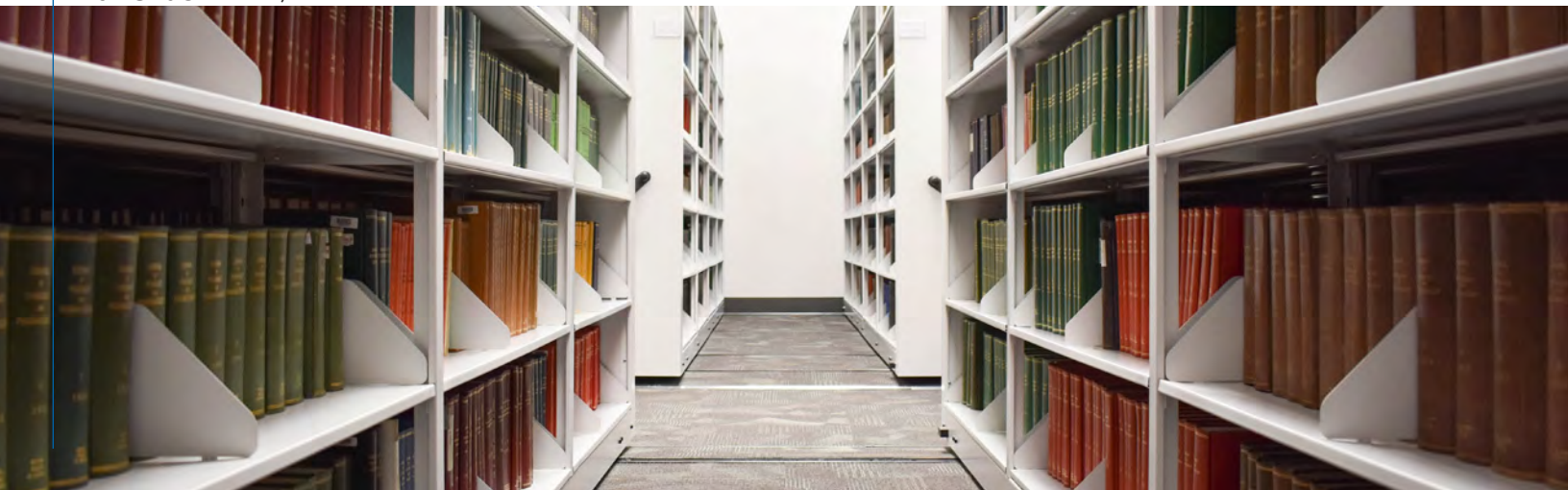
JOINED AJAX - 2000
STARTED IN CONSTRUCTION - 1988

CERTIFICATIONS

OSHA CERTIFIED
CPR & FIRST AID TRAINED

OFFICE LOCATION

JACKSONVILLE, FL



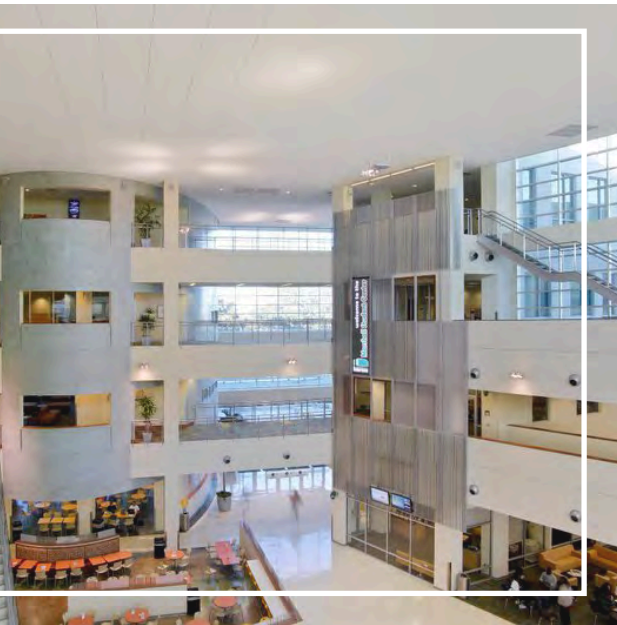


MICHAEL MCKNIGHT

SUPERINTENDENT

PROFILE

Michael will coordinate and supervise all onsite subcontractor activities. During preconstruction, he will develop the detailed project schedule, scope clarifications for the bid packages, and the constructibility reviews for each phase of design. During construction, he will oversee the total construction effort to ensure that the project is constructed in accordance with programmed design, budget and schedule.



EXPERIENCE

Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
University of South Florida Marshall Student Center	\$64,000,000	233,000 SF
City of St. Petersburg Police Department Headquarters	\$62,162,731	294,112 SF
Salvador Dali Museum	\$25,000,000	68,000 SF
Hillsborough County Schools East Bay Classroom Addition	\$5,714,722	20,407 SF
Manatee County Schools H.S. Moody Elementary School	\$6,500,000	80,000 SF
Pasco County Schools Dr. John Long Middle School	\$25,000,000	160,000 SF
Pasco County Schools Cypress Creek Middle School	\$39,104,384	191,936 SF
Pinellas County Schools Safety Harbor Middle School	\$23,000,000	170,000 SF
Pinellas County Schools New Heights Elementary Schools	\$28,000,000	102,345 SF

YEARS OF EXPERIENCE

JOINED AJAX - 2017

STARTED IN CONSTRUCTION - 2004

CERTIFICATIONS

OSHA 30

RED CROSS FIRST AID/CPR/AED

CERTIFIED HOME INSPECTOR

AERIAL WORK PLATFORM OPERATOR

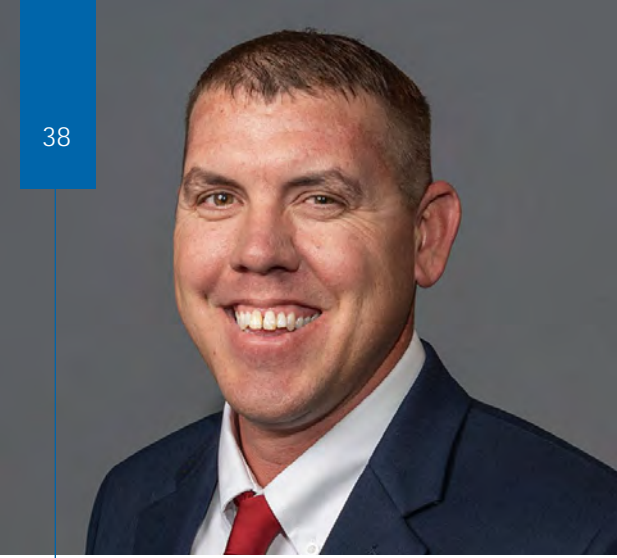
CERTIFIED FLORIDA STORM WATER

INSPECTOR

OFFICE LOCATION

BUNNELL, FL (JOBSITE)





TRAVIS MAULDIN

ASSISTANT SUPERINTENDENT

PROFILE

Travis will oversee the job site activities throughout each day for the project. Working under the Michael, he will be responsible for the materials, equipment and subcontractor crew size deployment, while ensuring construction is consistent with all construction documents. He will also be responsible for assisting with jobsite safety, including cleanup of the job site.

EXPERIENCE

University of Florida Newell Hall Learning Commons	\$15,186,661	41,800 SF
Florida State University Earth Ocean and Atmospheric Sciences	\$60,224,171	135,000 SF
Trimark Properties Ingenuity Office Building	\$9,730,044	63,000 SF
Columbia County Detention Facility	\$16,072,359	37,514 SF
Duval County Public Schools Continuing Contracts, Nutrition Service Center Wireless Overlay	\$1,045,764	2,400 SF



EDUCATION

SANTA FE COMMUNITY COLLEGE

YEARS OF EXPERIENCE

JOINED AJAX - 2016

STARTED IN CONSTRUCTION - 2002

CERTIFICATIONS

OSHA 30 HOUR

CPR, FIRST AID, AED

HILTI DX35 / CMON3Y14HILTI FIRE STOP SYSTEMS

OFFICE LOCATION

GAINESVILLE, FL





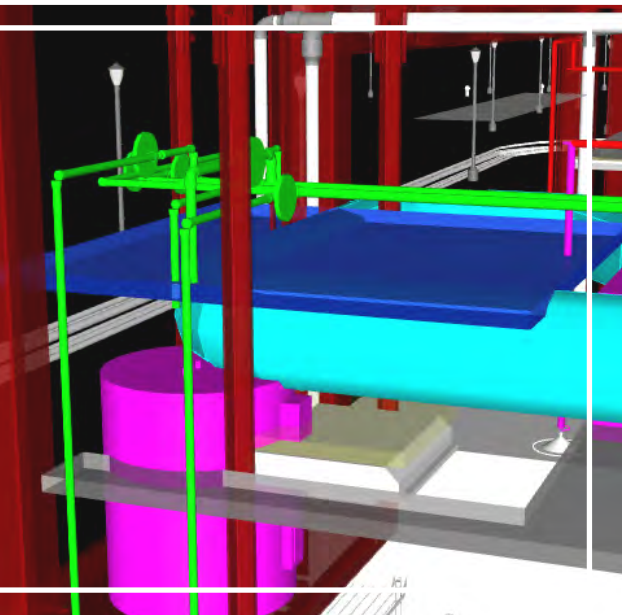
SEAN AKVAN

VIRTUAL DESIGN & CONSTRUCTION / BIM COORDINATOR

PROFILE

As the BIM Coordinator, Sean will serve as the main point of contact for all BIM matters by working closely with the entire project team. BIM related tasks can include (1) developing a BIM execution plan, (2) developing BIM model content and information, (3) inputting trade BIM models for trade coordination and clash detection, (4) coordinating all design updates to the construction BIM model and (5) updating BIM model for final "as-builts."

EXPERIENCE



Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
Alachua County Agriculture & Equestrian Center	\$12,538,168	25,000 SF
Okaloosa County New Courthouse	\$23,654,196	68,000 SF
Florida A & M University Center for Access & Student Success Building	\$31,856,205	89,493 SF
University of Florida Newell Hall Learning Commons	\$15,186,661	41,800 SF
Sumter County Public Safety Buildings	\$29,739,515	65,898 SF
Santa Rosa County Judicial Center Complex	\$42,800,000	110,000 SF
University of Florida Malachowsky Data Sciences & Information Technology Building	\$114,000,000	263,000 SF
Volusia County Schools Beachside Elementary School (Ortona Replacement)	\$26,342,327	95,000 SF

EDUCATION

B.S. CONSTRUCTION MANAGEMENT
UNIVERSITY OF FLORIDA

YEARS OF EXPERIENCE

JOINED AJAX - 2014
STARTED IN CONSTRUCTION - 2014

CERTIFICATIONS

OSHA 30
CPR & FIRST AID.

OFFICE LOCATION

TALLAHASSEE, FL





JUDD WEST

DIRECTOR OF PRECONSTRUCTION

PROFILE

Judd plays a key role in support of the Operations Manager for the preconstruction phase efforts of Ajax. As the Preconstruction Manager, Judd alongside Lon and Roy, will kick off the project by conducting coordination meetings with the County, design team, and all stakeholders for this project. From developing the Policy & Procedures Manual to overseeing constructability reviews and design phase estimating, Judd will ensure the tone of this project to be delivered on time and in budget is established early. Judd provides management and assistance to the Project Team related to all preconstruction phase activities from project conception through subcontract negotiations, including the preparation of project schedules, estimates and deliverable reports, and the execution of the bidding phase for the project.

EXPERIENCE

Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
Fulton County East Roswell Branch Library	\$6,219,959	17,365 SF
Okaloosa County New Courthouse	\$25,416,969	68,000 SF
College of Coastal Georgia Campus Center	\$10,691,738	47,698 SF
College of Coastal Georgia Teacher Education & Learning Center	\$8,145,425	31,885 SF
University of North Florida Osprey Clubhouse	\$6,944,514	15,345 SF
Northwest Florida State College Student Services Building	\$23,127,362	77,000 SF
University of Florida Health Shands NICU Renovations	\$8,030,139	21,500 SF
University of Florida Newell Hall Learning Commons	\$15,186,661	41,800 SF



EDUCATION

B.S. CONSTRUCTION ENGINEERING TECH
FLORIDA A&M UNIVERSITY
TRANE AIR CONDITIONING CLINIC

YEARS OF EXPERIENCE

JOINED AJAX -1993
STARTED CONSTRUCTION - 1982

CERTIFICATIONS

CERTIFIED GENERAL CONTRACTOR
LEED AP BD+C



OFFICE LOCATION

TALLAHASSEE, FL





JEFF STEPHENSON

CHIEF ESTIMATOR

PROFILE

As the Chief Estimator, Jeff will be responsible for all estimates throughout the project, including the schematic, design development, and working drawing estimates. Jeff will play a key role for the project, by providing estimates on systems and materials options, allowing informed budgetary decisions to be made quickly regarding which alternative is best for the project. Jeff will also be responsible for developing the Guaranteed Maximum Price (GMP). Under his guidance, historically, the final GMP has fallen within 2% of the first estimate. This accuracy will allow the County to maximize the project scope within the budget.

EXPERIENCE



Sarasota County Venice Library	\$9,337,812	26,574 SF
Fulton County East Roswell Branch Library	\$6,219,959	17,365 SF
New College of Florida Jane Brancroft Cook Library	\$4,698,082	43,019 SF
City of Clearwater New Countryside Branch Library	\$6,135,928	23,524 SF
City of Palm Coast Community Center	\$7,407,921	21,100 SF
Flagler County Sheriff's District 3 Administration Facility	\$20,160,526	57,615 SF
Alachua County Agriculture & Equestrian Center	\$12,538,168	25,000 SF
Augusta University Reese Library Renovations	\$3,546,794	79,337 SF
Augusta University Greeblatt Library Renovations	\$3,219,881	90,000 SF
Florida Gulf Coast University Library Expansion	\$12,821,921	108,000 SF
Department of Health Liberty City Health Clinic	\$2,479,432	10,400 SF

EDUCATION

CARPENTERS APPRENTICESHIP PROGRAM THROUGH LOCAL UNION 627
TRANE AIR CONDITIONING CLINIC

YEARS OF EXPERIENCE

JOINED AJAX - 2006
STARTED CONSTRUCTION - 1981

CERTIFICATIONS

CERTIFIED GENERAL CONTRACTOR

OFFICE LOCATION

OLDSMAR, FL





TED PARKER

DIRECTOR OF COMMUNITY OUTREACH & VENDOR DIVERSITY

PROFILE

As the Director of Ajax's Community Outreach, Ted takes positive creative steps beyond the ordinary to increase the business opportunities for Minority and Women Business Enterprises. Our commitment is to maximize M/WBE participation through the development of mutually beneficial business relationships with the various M/WBE organizations, sub-contractors, suppliers, and vendors. Ted has 38 years of experience in the industry which includes working as a Superintendent, Project Manager, marketing, as well as being the President of a general contracting firm.

“

I was immediately impressed with how Ajax operated. Their team of engineers and superintendants had the ability to inspire rather than deride. I quickly realized that no matter what complications or difficulties encountered on the project, Ajax always had the best interest of the owner and the interest of all parties involved including sub-contractors.”

Paul Clarke
Clarke Brothers Ltd., LLC

MINORITY PARTICIPATION PROGRAM

Ajax is extremely proud of our proactive local and W/MBE programs. During the past twenty (20) years, we have awarded in excess of \$500 million in small, HUB & W/MBE contracts. Our innovative philosophy and small, HUB & W/MBE action plan has enabled Ajax to maximize both minority and local participation on each of our construction projects.

5 STEPS FROM OUR SWMBE ACTION PROGRAM INCLUDE:

- » Coordinating with area public sector minority officers and various publications to identify qualified minority firms.
- » Soliciting minority contractors through area newspapers, letters of interest, and direct phone contact.
- » Evaluating the scope of work for every project compared to the capabilities of local minority firms and tailor the bid packaging to maximize minority participation.
- » Providing pre-bid workshops to clarify any questions minority contractors may have concerning the project.
- » Offering creative support for financing, security, estimating, purchasing and management issues.

Ajax works diligently with each of our minority subcontractors to expose and educate their employees to our construction methodologies, systems, policies and procedures. In addition to our efforts to maximize minority participation through subcontracting, we also support and promote minority contractors with partnering and mentoring relationships.

Ajax also realizes the importance of involving local subcontractors and suppliers on each of our projects. Community involvement is key to all parties involved, and Ajax takes extra measures to ensure that portions of all work on our projects are distributed to the local community.

YEARS OF EXPERIENCE

JOINED AJAX - 2003

STARTED IN CONSTRUCTION - 1983

CERTIFICATIONS

MWSBE CITIZEN ADVISORY COMMITTEE
TALLAHASSEE-LEON COUNTY

SBE ADVISORY COUNCIL
LEON COUNTY SCHOOLS

FORMER GOVERNOR'S ROUND TABLE DIVERSITY
ADVISORY,
CITY OF TALLAHASSEE SBE PROGRAM

OFFICE LOCATION

TALLAHASSEE, FL



MARC REEVES

DIRECTOR OF RISK MANAGEMENT

PROFILE

As Director of Risk Management, Marc is responsible for ensuring environmental compliance with federal, state, and local regulations and for providing a safe and healthy work environment on each of our job sites. Marc works with project teams prior to mobilization to identify possible jobsite hazards and to eliminate and/or reduce exposure to those hazards. He conducts frequent jobsite safety and environmental inspections to ensure compliance with EPA and OSHA standards as well as Ajax safety / environmental policies. He is responsible for writing, updating and implementing safety and environmental policies and procedures.

AJAX'S SAFETY PROGRAM

At Ajax we are committed to providing the safest possible worksite for our employees, employees of subcontractors, owners and the general public. Our goal is to send every employee home healthy everyday. To achieve this goal we have developed a safety program that we believe leads the industry. Below are some of the main points of our program:

PROJECT HAZARD ANALYSIS: Prior to work beginning the safety director reviews the contract documents with the project team to identify potentially hazardous task, conditions, materials, or special training required to perform the task.

PRE-TASK PLANNING: This is a specific task analysis by the superintendent and foreman. They discuss, with the crew, the hazards anticipated with the task, equipment needed to perform their job safely, and personal protective equipment to be worn.

SAFETY ORIENTATION AND TRAINING: All new employees are required to go through our safety orientation program prior to starting work and all employees are given more specific training for complex or technical jobs.

DRUG AND ALCOHOL ABUSE PROGRAM: Our drug and alcohol abuse program includes pre-employment screening, random testing, and post accident testing. We also give extra consideration to subcontractors who have a similar policy in effect.

SAFETY
360°

:VERYBODY | EVERYWHERE | EVERYDAY

YEARS OF EXPERIENCE

JOINED AJAX - 1999

STARTED IN CONSTRUCTION - 1988

CERTIFICATIONS

OSHA CERTIFIED OUTREACH INSTRUCTOR

AMERICAN RED CROSS CERTIFIED FIRST AID | CPR | AED INSTRUCTOR

OFFICE LOCATION

TALLAHASSEE, FL



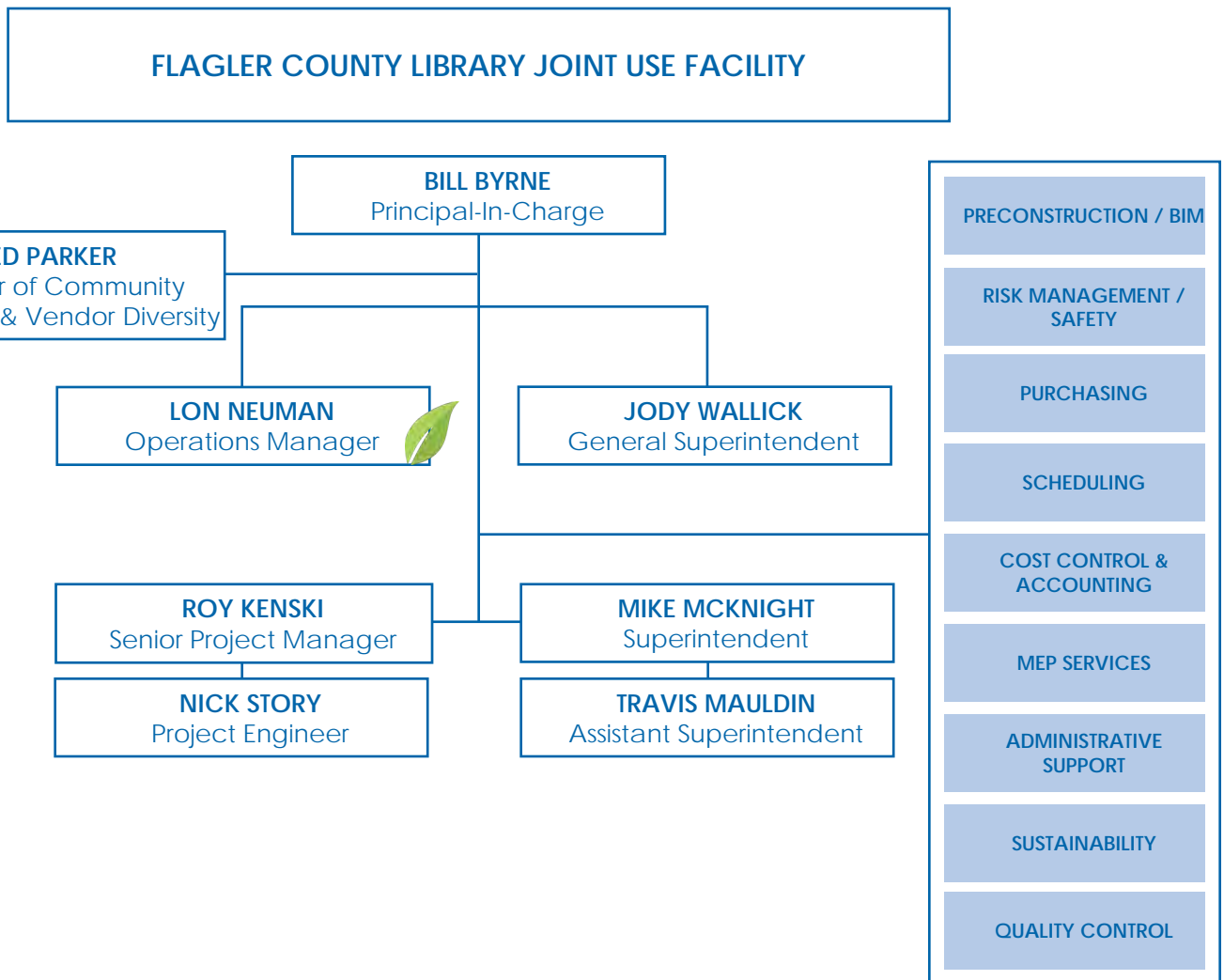
[2.2]

SUB-CONTRACTORS

Ajax has extensive experience working on library facilities and is not proposing additional consultants on our team. We will competitively bid the trade contracts to pre-qualified sub-contractors.

[2.3]

PROJECT TEAM ORGANIZATIONAL CHART



3. WORK PLAN/ TECHNICAL APPROACH

- 3.1 DESCRIBE THE PROPOSER'S APPROACH AND UNDERSTANDING OF COUNTY'S OBJECTIVES AND REQUIREMENTS
- 3.2 DEMONSTRATE THE PROPOSER'S ABILITY TO MEET THOSE REQUIREMENTS.
- 3.3 OUTLINE CLEARLY AND CONCISELY THE PROPOSER'S PLAN FOR ACCOMPLISHING THE SPECIFIED WORK.
- 3.4 DESCRIBE THE PROPOSER'S APPROACH TO HOW THE WORK WILL BE ACCOMPLISHED TO SATISFY THE COUNTY'S OBJECTIVES DESCRIBED IN THIS RFP AND SCOPE OF SERVICES. IF APPROPRIATE, DIVIDE THE WORK INTO SEGMENTS OR TASKS TO REPRESENT MILESTONES FOR MEASURING PROGRESS.

As your Construction Manager, Ajax will serve as your **single point of contact**. Performance, accountability, and all jobsite performances fall under **our watch**. With 95% of our work being delivered via the construction management (CM) process, we have refined and improved our processes assuring the **best in service**. Our approach is based on **working as a team** with the owner, design team, consultants and stakeholders, while communicating throughout the entire process.

UNDERSTANDING AND MEETING PROJECT OBJECTIVES

Ajax understands the proposed program for the new Library Joint Use Facility is a 32,000 SF Library of the Future with a budget not to exceed \$16,000,000 and located on Commerce Parkway in Bunnell. In addition to the Bunnell Branch Library & Administrative offices, the new building will include the Health & Human Services Department, conference spaces and community rooms and event space. The new facility will provide Youth/Children programming areas; Teen Spaces with technology; shared-use spaces; adult collections; public computer areas; study rooms; recording/podcast room; Innovation Lab & multi-function rooms; and an outdoor theatre. The Health & Human Services portion of the facility will include a large meeting room; a commercial warming kitchen; lobby space with micro-market; offices; workspaces; conference rooms; break rooms; and a large wrap around porch. We will bring our pre-construction and estimating expertise outlined within this proposal to **maximize & prioritize the project scope** within the budget.

To even better understand your project goals and objectives, our approach is to schedule a **Project Kick Off & Team Integration Meeting right away**. We will gather all stakeholders together to ensure all goals are outlined. At this meeting we identify any specific needs that need to be investigated and will set up a plan and a timeline to do so. Ajax will monitor all objectives and ensure that as the drawing are developed and the cost information is provided, these **objectives are achieved**. As you will see throughout our proposal, we have the **qualifications, experience, and resources to deliver these project goals**.

UNDERSTANDING AND MEETING PROJECT SCOPE OF SERVICES – PRECONSTRUCTION/DESIGN PHASE

DESIGN REVIEW AND INPUT OF REVOLVING PLANS AND SPECIFICATIONS.
 | DEVELOPMENT OF PROJECT FROM SCHEMATIC REVIEW THROUGH
 CONSTRUCTION DOCUMENT. | BUDGETARY REVIEW, VALUE ENGINEERING
 AND COST-REDUCING CONSTRUCTION ALTERNATIVES CONSIDERING LIFE
 CYCLE AND LONG-TERM COST EFFECTS

Ajax sets ourselves apart with our preconstruction services. We do not simply estimate the latest design deliverable and report the results. We are constantly involved in the design process, providing feedback and cost control solutions to the project team. We will begin detailed estimating at the advanced schematic design submittal rather than relying on cost per square foot data. This level of detail ensures more accurate early estimates for the team to rely on. These cost estimates are based on quantity surveys of the design deliverables, design narratives, client-specific standards/requirements, information obtained from project meetings, and any assumptions that may be necessary for work items that are not yet developed in the design documents. As the design progresses, we perform an entirely new detailed line item estimate during each phase (deliverable), however before we progress into the next phase of design, we reconcile budget and design at the current phase. We continue this process through to 100% Construction Documents.

VALUE ENGINEERING & VALUE MANAGEMENT

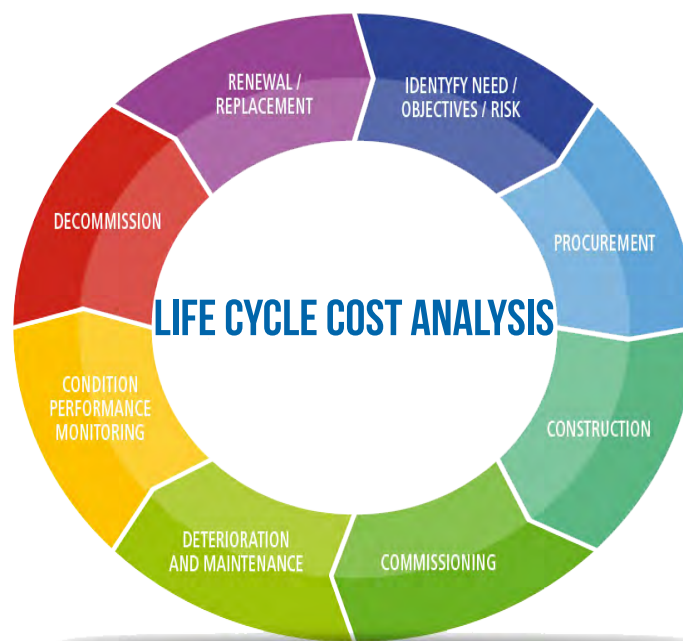
As part of our estimating process, Ajax will develop a list of Value Engineering/Value Management items for consideration. We will provide an itemized list of alternate materials, equipment and systems along with their **associated savings**. These items will be reviewed by the team and those that are approved will be incorporated into the design. Criteria used to select these ideas include:

- Reasonableness and practicality
- Durability/functionality of option
- Quality impact vs. value offered
- Cost savings to the project (short-term vs. life cycle)
- Potential design and time impact

Savings from the Value Engineering exercises usually range from 2% - 7% and in some cases can be as much as 15%.

LIFE CYCLE COST ANALYSIS

Ajax will determine how each system or the facility as a whole will perform throughout the life of the building. All aspects of the **operational cost** and **maintenance of the facility** is taken into consideration to select the best systems and equipment for the life of the facility. This information will allow you to make **informed cost, life cycle, maintenance and quality decisions** that meet your project goals.



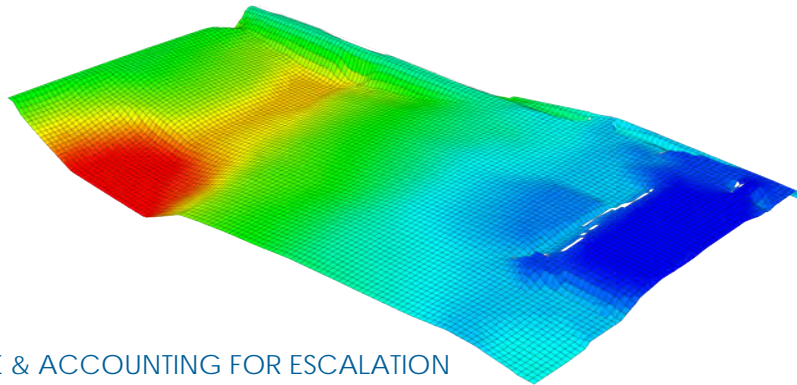
BUILDING SYSTEMS COST ANALYSIS

Ajax will provide **total cost comparison** (materials, labor, maintenance, etc.) for each system being considered. For example:

- Chilled Water HVAC vs. Variable Refrigerant Flow (VRF)
- Block & Brick Multi-Wythe Wall System vs. Block & Stucco
- Tilt Wall vs. CMU
- Roof System Options (Multiple)
- Generator Options (Multiple)
- This information will assist the County and Rhodes + Brito in making **informed and cost conscious design** selections.

EARTHWORKS

Earthworks is a three-dimensional computer program to assist with **site cost analysis**. It illustrates the contours of the existing site, comparing it to the new elevations needed for the project. The new elevations are calculated to determine the volume of dirt needed to be cut or filled to create the desired elevation and slopes for the project site. A variety of elevation and slope options can be **quickly analyzed to determine the most efficient and cost effective grading plan**. This will be of great benefit to this project to help balance the existing site and minimize the sitework & dirt costs as much as possible.

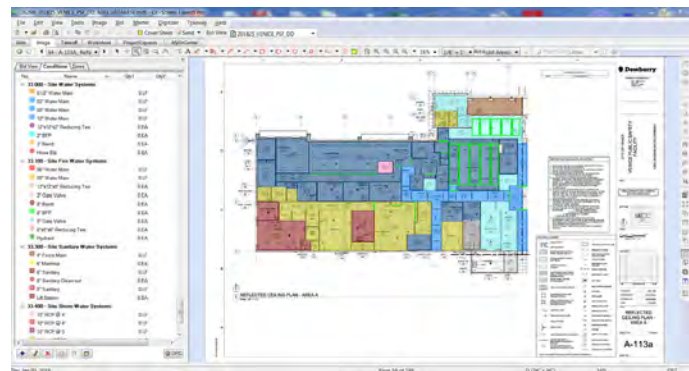


INTERNAL DATABASE & ACCOUNTING FOR ESCALATION

For all pricing, Ajax utilizes our internal database of unit pricing for all 40 divisions of CSI work. We update that database continuously based on current work, material pricing and market changes. The database is kept current and catered to each specific type of project. We will take off all the work and apply our own pricing to ensure we have an accurate accounting of the value of the work. To confirm current the current market values, we will lean on our strong relationships with local subcontractors and share cost information to ensure we account for local work volume and labor availability. Additionally, each estimate will include an escalation factor to account for the expected cost increase that will occur between the completion of each estimate and the projected GMP date.

ON-SCREEN TAKE-OFF

“On-Screen Take-off” is the latest **cutting-edge technology** for **accurately** developing cost estimates and quantities from the Architect’s drawings. This process of estimating projects is **extremely efficient** and accurate. This will ensure the design phase progresses as quickly as possible, while ensuring the budget is being met.



ASSISTANCE TO ARCHITECT AND COUNTY PROJECT MANAGER WITH CONSTRUCTION PLANNING AND PROCESSES

As stated previously, Ajax acts as the 'hub of the wheel' working with the Rhodes & Brito and Flagler County. Our role is to be an extension of your staff and act in the best interest of the County, the Library staff and the project. During design we will be listening, documenting and facilitating to make sure any ideas brought up during planning and design are addressed and incorporated into the project.

DEVELOPMENT OF MARKET STIMULATION FOR TRADE CONTRACTOR BIDDING, BID PACKAGES AND OVERALL CONTRACTOR QUALIFICATION AND VERIFICATION

Below is a summary of our process for procuring participation from the highest quality subcontractors on your project.

- **Identify Subcontractors** – Utilize subcontractor database, proactive community outreach, and encouragement of local firm participation. Lean on strong subcontractor relationships in the area.
- **Pre-Qualify Subcontractors** – Ensure qualified and capable vendors bid the project.
- **Conduct Pre-Bid Conferences** – Ensure each bidder is fully aware of all prior requirements prior to bid.
- **Provide Detailed Bid Packages** – Informed bidders ensure more accurate bids.
- **Accept Sealed Bids** – Protect the County from potential conflicts (minimum of 3 bidders).
- **Conduct Scope Review Meetings** – Confirm bids are comprehensive and complete.
- **Recommendation of Award** – Submit recommended subcontractors to Flagler County.

PLANNING AND SPECIFICATION REVIEW
ON DESIGN DEVELOPMENT, CONSTRUCTION
DOCUMENTATION, SPACE UTILIZATION AND
CONSTRUCTABILITY. | BRINGING AND KNOWN
DEFECTS IN DRAWINGS AND SPECIFICATIONS
TO THE ATTENTION OF COUNTY PROJECT
MANAGER AND ARCHITECT

Ajax will perform a review of the drawings and specifications at each phase of design. Ajax utilizes the Redi-Check system to review the contract documents for any discrepancies, resolve any conflicts and ensure constructability and quality prior to bidding and construction. Redi-Check is a specific process of systematically reviewing, verifying, and cross-referencing the construction drawings. Necessary corrections, additional details or sections, and required notations and scope items are documented and sent to design team for incorporation into the documents.

Additionally, from Ajax’s extensive public sector resume, we document ‘lessons learned’ and best practices from our past experience. Not only is our project team knowledgeable from their past projects, but we have a database of these items that we will present and review with the Library staff, Flagler County and Rhodes & Brito.



DEVELOPMENT OF GUARANTEED MAXIMUM PRICE – THE
CONSTRUCTION MANAGER WILL PREPARE, AT APPROXIMATELY
80% CONSTRUCTION DOCUMENTS, A GUARANTEED MAXIMUM
PRICE (GMP) FOR SUBMISSION TO THE OWNER BASED ON A
COMPLETE UNDERSTANDING OF OWNER’S INTENTIONS AND THE
APPROVED DESIGN DRAWINGS WITH WHICH THE CONSTRUCTION
MANAGER HAS BEEN WORKING

Through our estimating and value management process described above, Ajax will establish a GMP that incorporates all of your goals and objectives. As your Construction Manager, our team will work closely from the onset with the Library staff, Flagler County and Rhodes & Brito to ensure the **design and budget are complimentary** to one another and that the scope has been maximized and prioritized with efficiency within the budget. Our process will ensure that when the final GMP is delivered, it is **within the established budget** and that there are absolutely **no surprises**.

When the documents are at 80% complete, we will perform another fully detailed estimate and develop the GMP with the same process that we completed for earlier design stages. For the GMP phase, we will competitively bid the 80% documents to validate our estimate. Historically, Ajax early cost estimates at Schematic Phase are within 2% of the GMP Proposal. The GMP will include all aspects of project management:

- Design Coordination
- Permitting
- Testing
- All Management Costs
- Sitework
- General Conditions
- General Requirements
- Subcontractor Costs
- Equipment, Labor & Materials
- Construction
- Bonds & Insurance
- Post-Construction Work

UNDERSTANDING AND MEETING PROJECT SCOPE OF SERVICES – CONSTRUCTION PHASE

PREPARATION OF ALL DOCUMENTS, PUBLIC
BIDDING, AWARDING OF BID PACKAGES FOR
LABOR AND MATERIALS, AND MANAGING THE
RESULTANT SUBCONTRACTS

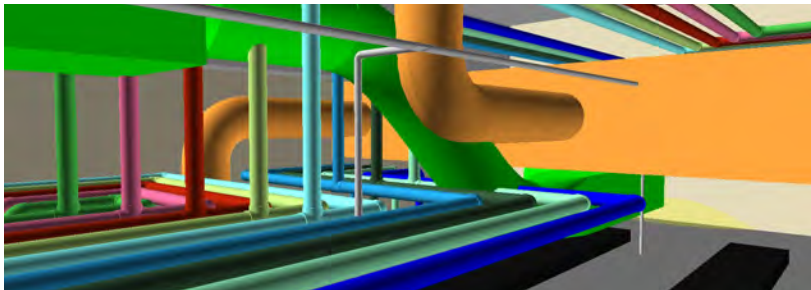
During the bid management phase, prequalification packets are sent to subcontractors. After pre-qualifying appropriate subcontractors and generating interest in the project, we assemble detailed bid packages and scopes. Subcontractors must know exactly what is expected of them in order to produce high quality work and a competitive bid. Ajax prequalifies our subcontractors on safety record, financial security, current workload, prior experience with similar projects and references. Once our subcontractors are prequalified, we hold a pre-bid conference for each trade. At this meeting subcontractors are provided a detailed scope of work, site utilization plan, construction schedule, plans & specifications, safety program and contract documents. When the documents are complete, we will competitively bid the project to prequalified subcontractors and vendors to ensure competition and ensure the lowest possible price. Once sealed bids are received, Ajax will open bids in the presence of your facilities staff. Prior to awarding a contract, Roy and Michael will hold a Pre-Award meeting with each subcontractor to review drawings and scope. The purpose of this meeting is to ensure the low bidders' proposals are accurate and that no scope was omitted while confirming all information previously distributed at the Pre-Bid Meeting is understood prior to going to contract. After thoroughly scoping and reviewing each package we will make recommendations of awards to the County.

Our process to manage the subcontracts is as follows. For cost management, all pay applications are reviewed for accurate progress in the field and any adjustments are made as necessary. For schedule management, once the master project schedule has been reviewed, discussed and finalized with the County and the design team, it is included in the subcontractor Bid Packages, and then eventually as part of the subcontract. This ensures that all trades understand their contractual schedule obligations right from the start and each subcontractor is held accountable for providing the manpower, equipment, materials and resources to complete their work in accordance with the schedule. The schedule will be focused on during the pre-award meeting to allow the subcontractor & Ajax to have a mutual understanding of how the subcontractor's work fits into the overall schedule. Furthermore, once construction is underway, the master schedule is broken down into 'Three Week Look Ahead Schedules' which can schedule activities down to the hour. Michael will review this schedule with the subcontractors at every weekly subcontractor meeting. These look ahead schedules make it very clear how each subcontractor is tracking, how their schedule interfaces with subsequent trades, and where any corrective action is required to meet the overall project schedule. This high level of detail and constant communication allows for efficient coordination to maintain the project schedule.

MANAGEMENT OF THE OVERALL PLANNING, PROJECT SCHEDULING, RECORD KEEPING, QUALITY CONTROL STANDARDS AND PERIOD DETAILED PROJECT UPDATING. | PROVIDING ALL CONSTRUCTION ACTIVITIES, INCLUDING ALL BUILDING MANUFACTURE COORDINATION, SITE, CIVIL AND UTILITY WORK. | OVERALL PHYSICAL CONSTRUCTION OF THE BUILDING AND RELATED AREAS

Ajax takes pride in our ability to manage the preconstruction and construction process and lead the project team through the challenges that occur on every construction project, especially one of the importance and complexity of the Flagler County Library Joint Use Facility. Below is an overview of the services that Ajax provides on each of its Construction Management Projects.

- Maintain an adequate staff to properly manage all on-site construction activities.
- Assure timely procurement of all required permits.
- Establish and maintain coordination procedures.
- Develop and maintain a detailed schedule including delivery, approvals, inspection, testing, construction, and occupancy.
- Conduct and record bi-weekly job progress meetings following a CM generated agenda with all project stakeholders. Follow-up with distribution of minutes to all parties.
- Conduct weekly subcontractor meetings with all active trades, and follow-up with distribution of minutes to all parties.
- Coordinate and log all request for information (RFI's).
- Coordinate and monitor all construction activities.
- Maintain a daily log of jobsite activities.
- Maintain a system for review and approval of shop drawings.
- Maintain quality control and ensure conformity to contract documents.
- Establish and maintain a jobsite safety program.
- Provide cost control through progress payment review and verification according to the approved schedule and contract amounts.
- Building Information Modeling (BIM)
- Provide coordination of post completion activities, including the assembly of guarantees, manuals, and final acceptance.
- Coordinate and assure timely completion of final punch list.
- Compile as-built drawings through-out construction.
- Assemble close-out documents and forward to the County for approval.



OBTAINING OF ALL REQUIRED PERMITS

Ajax has been fortunate to complete multiple projects within Flagler County. Due to this past experience, we understand the permitting requirements and will be able to proactively monitor and complete the process. We will include all permitting activities in the project schedule, ensuring that no permitting activities are overlooked and that they are started and completed in a timely fashion to meet schedule goals.

PROVIDING QUALITY CONTROL AND QUALITY ASSURANCE TESTING FOR CONSTRUCTION. | OBSERVATION OF WORK PERFORMANCE AND ATTENTION TO CIRCUMSTANCES THAT MAY HINDER THE PROGRESS AND/OR QUALITY OF THE CONSTRUCTION PROJECT

Ajax will implement a detailed project specific quality control program with each trade contractor on the project, thereby guaranteeing high levels of craftsmanship. This process includes:

SHOP DRAWINGS & SUBMITTAL REVIEW

The project team reviews submittals for conformance with the contract documents, accuracy and completeness.

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The project team reviews submittals for conformance with the contract documents, accuracy and completeness.

CHECK MATERIAL CONFORMANCE UPON RECEIPT

The Ajax team will inspect all materials arriving at the job site and immediately reject and return any material that does not conform to established quality standards, contract documents and approved submittals.

MOCK-UP OF REPETITIVE OR DIFFICULT WORK

Mock-ups of repetitive or difficult work are required to be constructed by all participating subcontractors before construction begins. This will establish an initial quality benchmark so all subcontractors know what standard of quality must be obtained.



MONITOR WORK DAILY

As Michael walks the site daily, he refers to a detailed checklist that covers the specific items of quality and assures that the work being produced meets those standards.

PROMPTLY REJECT NON-CONFORMING WORK

Any work that is found to be non-conforming will be promptly rejected. Our subcontract requires that corrective action be taken within 24 hours of notification of rejection.

COORDINATION & TOOLBOX MEETINGS

Michael will hold weekly meetings with all of the subcontractors to discuss schedule, quality & safety.

CONTINUAL DEFICIENCY LISTS

Deficiency Lists will be produced at the completion of each component of the project. This process minimizes the final punchlist at the end of the project.

MAINTAIN A SAFE & CLEAN WORKSPACE

To produce quality work, a clean jobsite must be maintained. Work that is non-conforming is very obvious on a clean, well-organized site. It is imperative that any construction taking place at the project site remain orderly and unobtrusive to the surrounding area.

TESTING & COMMISSIONING

Ajax is diligent in following all testing protocols specified. All components requiring testing are identified prior to work beginning. A pre-installation meeting will be held with the subcontractor, the vendor, the testing party, the County, Ajax and Rhodes & Brito. We will review installation procedures and testing parameters until an understanding has been reached. When it comes time for testing, Ajax gathers the same group to witness the testing. The testing is then documented, signed off and the report is added to the Owner's closeout material. Any corrective action needed is taken immediately and the testing process is repeated. Ajax has completed the commissioning process on numerous projects. We understand the process well and will provide all of the necessary information and complete all of the work synchronized with the commissioning process for all systems. The proposed project team has a proven track record in the commissioning process.

COORDINATION AND REVIEW OF ALL SHOP DRAWINGS, SUBMITTALS AND ALL CONSTRUCTION ACTIVITIES WITH ANY WORK ON-SITE PERFORMED BY THE COUNTY

Relationships and communication will be critical to the success of this project. A Construction Manager's true value is in its ability to work with multiple stakeholders involved in a project to ensure that all of your goals are met. We will coordinate with the County and its vendors from preconstruction through the installation of equipment and move-in.

Ajax reviews all submittals and shop drawings from the subcontractors prior to sending to the architect and county for review. Ajax will not proceed with an aspect of work until all required submittals and shop drawings have been approved by the architect and the Owner. For any detailed work or areas of concern Ajax will hold meeting with the subcontractor, vendor, owner and Rhodes & Brito to ensure we all reached the same understanding prior to completion and submission of submittals and shop drawings. Ajax uses Procore Project Management software to help manage the submittal and shop drawing process. This program establishes timelines and logs for the facilitation of the submittal process. Prior to any work being performed onsite, Ajax will confirm all policies and procedures of the County and confirm the Authority Having Jurisdiction for each part of the work. The project specific procedures will be established for each type of work at the beginning of the job and will be maintained and enforced by Ajax throughout construction.

GUARANTEED MAXIMUM PRICE
OVERSIGHT (NOT TO EXCEED TOTAL FOR THE
COSTS OF THE PHYSICAL CONSTRUCTION AND
THE GENERAL CONDITIONS NECESSARY FOR
THE TOTAL CONSTRUCTION OF THE PROJECT)

Following the establishment of the GMP, it is maintained through subcontractor management, detailed cost reporting and payment procedures, and proper management of contingency funds.

SUBCONTRACTOR MANAGEMENT

Subcontractors are crucial to the overall success of a project. Ajax monitors and enforces the contract documents and the project schedule. Maintaining schedule durations to coordinate flow of work for subcontractors and planning the work ahead to foresee and resolve any conflicts in advance, keeps the subcontractors on tracks and issues resolved before they impact cost or schedule.

FIELD COORDINATION

Building Information Modeling (BIM) provides an additional level of 3d visualization and design communication that is not afforded by other design delivery methods. The BIM model can be explored in-depth, offering unlimited views and sections of the project and the work at hand. The utilization of BIM allows for clash detection to take place in the BIM model eliminating conflicts or re-work in the field.

CHANGE ORDER REQUEST SYSTEM

Our goal is to minimize, or eliminate, change orders by carefully reviewing construction documents and ensuring that they are clear and complete before they are bid. The Ajax team also prepares detailed scopes of work to ensure a full understanding of the project requirements by the subcontractor. We conduct pre-bid and pre-award meetings with subs to thoroughly outline scope and responsibilities.

If scope is added or revised as Owner needs and concepts evolve, or as new information or ideas provide a more beneficial means of accomplishing project goals, Ajax has a regimented system for the evaluation and tracking of project cost changes from pricing through review and approval stage.

DETAILED COST REPORTS

The Ajax project management team utilizes detailed cost reports including Job Analysis (Actual/Committed) reports, labor reports, and subcontractor and purchase order payment reports. These reports are used to monitor project costs on a daily basis and the data is updated onsite by the project team.

SALES TAX SAVINGS / OWNER DIRECT PURCHASE

Ajax's direct purchase plan was the first to be approved by the Florida Department of Revenue. Ajax provides this plan for almost every public entity we work with. Ajax will work very closely with the Flagler County staff to ensure all paperwork is completed accurately, completely and efficiently. Our goal is to make this process as easy as possible for your staff and maximize sales tax savings.

CONDUCTION OF FIELD INSPECTION AND DELIVERY OF CORRESPONDING MONTHLY FILED/PROGRESS REPORTS. | COORDINATION AND PERFORMANCE OF SPECIAL INSPECTIONS (GEOTECHNICAL, MATERIALS TESTING, THRESHOLD INSPECTION, ETC.) AND NECESSARY WARRANTY WORK

Michael will be on site 100% of the time, inspecting the work daily for quality and conformance with the project documents. At the end of each workday, Michael will complete a 'Daily Report' documenting all activities completed that day, any visitors to the site and any significant events. At the end of each month, Ajax will compile all project information into an Owner Monthly Report. This report is a summarized re-cap of all project activities that took place. The report includes current work progress updates, tracking logs, schedule updates, summary financials, photos, and a calendar of events.

Ajax will identify any elements that require special inspections during the design phase. For each inspection type a meeting will be held with all parties involved including subcontractors, vendors, architect, engineer, testing representative, Owner and Ajax. The testing protocols will be reviewed and a plan for scheduling, reporting, documenting and notifying will be established. This protocol will be maintained and enforcement by Ajax throughout construction.

Within 24 hours of a warranty request, the Ajax Team will respond to the owner and the appropriate subcontractor to schedule a proper follow-up. For emergency situations, the Ajax Team is accessible 24/7. Documentation is copied to the owner and the Design Team. Upon the warranty item being satisfactorily handled, a final detailed report, recapping the problem and the solution is forwarded to the owner and the Design team. All warranty calls are logged and a recap will be sent to the owner and the Design Team on a monthly basis. One month prior to the warranty expiration, Ajax will schedule a warranty inspection with all team members to review the project and resolve any issues prior to the subcontractor warranties expiring.



OBTAINING OF CERTIFICATE OF OCCUPANCY AND COORDINATION WITH PERSONNEL

The certificate of occupancy date is built into the project schedule at the very beginning. Throughout construction, the schedule is re-sequenced and updated to ensure that this date does not change. Owner move-in timelines are also included in the master project schedule. By including these items in the overall project schedule from the beginning the Owner has the ability to coordinate all move-in activities well in advance. Ajax will coordinate with the Authority Having Jurisdiction well in advance to ensure the inspection goes smoothly and the Certificate of Occupancy is granted.

PREPARATION OF CLOSE-OUT DOCUMENTATION IN PAPER AND 1 COPY OF ELECTRONIC FORMATION WITH SUB-CONTRACTOR LIST WITH CONTACT INFORMATION, ALL SUBMITTALS, OPERATING MANUAL, AS-BUILT DRAWINGS, TEST AND BALANCE REPORT, IT TESTING DATA AND ANY ADDITIONAL PERTINENT INFORMATION

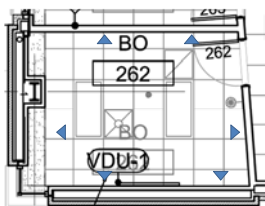
Ajax begins planning for project closeout as early as the completion of the design phase. As the final construction documents are prepared, they are reviewed for any closeout requirements. As the project construction commences, a detailed closeout requirement list is prepared at the same time as the initial submittal requirement list. Subcontractors are informed of their closeout requirements at that time and encouraged to go ahead and submit those items with their initial submittals if possible. By collecting a bulk of these items up front, the work required at the completion of construction is minimized. All of this closeout documentation is compiled early in the construction phase and can be transmitted entirely in a paperless electronic format.

In addition, our team conducts training on all the new systems in our projects with your team. These training sessions are videotaped, so they can be used as reference in the future to refresh your team's memory or be used as a training tool for new employees.

Finally, we can provide computerized as-builts. These are photographs we provide in blueprint format, allowing our owners to know exactly what is behind each wall and in the ceilings. This is critical to know if any future renovations or repairs need to be made. Photographs take the guesswork out of trying to determine where electrical, plumbing or HVAC components may be



FACILITIES STAFF WILL BE ABLE TO PULL UP A DIGITAL BLUE PRINT OF THE PROJECT.



AFTER CLICKING ON A SPECIFIC ROOM (THE RED CIRCLE ON THE BLUEPRINT, FOR EXAMPLE), THE ROOM WILL APPEAR WITH BLUE TRIANGLES INDICATING WHERE PHOTOGRAPHIC IMAGES WERE TAKEN.



AFTER CLICKING ON ONE OF THE BLUE TRIANGLES, THE APPROPRIATE IMAGE WILL APPEAR, SHOWING A PHOTOGRAPH OF EXACTLY WHAT IS IN THE WALL/CEILING.

THE CONSTRUCTION MANAGER WILL COOPERATE WITH THE COUNTY AND SEPARATELY SELECTED ARCHITECT/ENGINEER TO FACILITATE A SMOOTH PROCESS AND PRODUCE THE MOST COST EFFECT AND TIMELY APPROACH TO THE PROJECT AND ITS CONSTRUCTION

As expressed throughout the proposal, Ajax is very active and involved at the very beginning design phase through project completion and close out. We act as the 'hub of the wheel' bringing all project elements and project stakeholders together. Our construction services described previously culminate in a project with the most value and highest quality for our Owners.

3.5 PROVIDE DETAILED INFORMATION ON HOW THE PROPOSER WILL COMMUNICATE WITH THE ASSIGNED COUNTY PERSONNEL PRIOR TO, DURING AND AFTER THE JOB COMMENCEMENT

Communication is the cornerstone to a successful project and Ajax takes pride in our record of well-managed projects. We ensure that all parties, Owner, Architect, Stakeholders, trade contractors and vendors, work in harmony by initiating "Partnering" relationships upfront and by conducting continuous meetings throughout the project. As your Construction Manager, Ajax will serve as your single-point of contact and act as the 'hub of the wheel' for project communication. First and foremost, the County will have direct access to our project team who is ready to assist in anyway with just a phone call. Specially how we will communicate with County personnel is detailed below.

TEAM INTEGRATION MEETINGS/POLICY AND PROCEDURES MANUAL

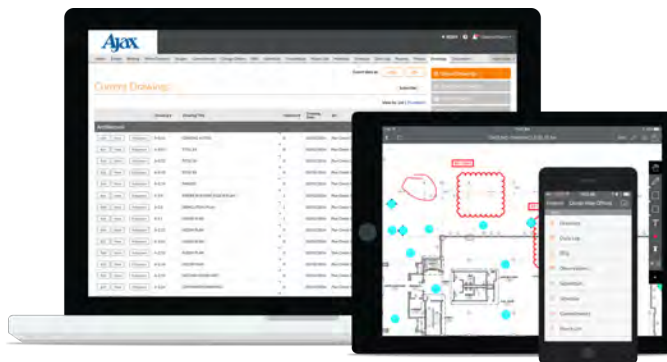
At the start of the project Ajax will conduct a team integration/partnering workshop. This workshop enables the team to develop and establish the policy and procedures that the team will utilize throughout the project to process information and resolve issues. All responsibilities, organizational structures, coordination charts and lines of communication are identified. The culmination of this will be the project policy and procedure manual which will serve as the project team's administrative guide.

OWNER/ARCHITECT/CONTRACTOR MEETINGS

Ajax believes that continual dialog between the team members through regularly scheduled team meetings provides the appropriate forum to address issues as they arise. Using an 'open-issues' meeting minute format we as a team can remain focused on resolving issues and use the meeting to formulate solutions. These meetings begin taking place in the design phase and continue on through project completion.

COMMUNICATIONS SYSTEMS

Ajax uses a totally paperless process for all RFI's, correspondence, Pay Requests, Meeting Minutes, Change Order Proposals, Submittals, etc. This process saves time as documents can be sent and accessed instantaneously. Ajax utilizes Procore Project Management software to help manage each of our construction projects. Procore is considered among the most innovative cloud programs creating a truly collaborative environment. All information is maintained in one place with real time accessibility by every project team member. This ensures all information accessed is always accurate, consistent and up to date.



OWNER MONTHLY REPORTS

As noted previously, at the end of each month, Ajax will compile all project information into an Owner Monthly Report. This report is a summarized re-cap of all project activities that took place. The report includes current work progress updates, tracking logs, schedule updates, summary financials, photos, and a calendar of events. This report can be a tool for the County to share project updates with all necessary stakeholders.

3.6 PROVIDE A PROJECTED TIMELINE/SCHEDULE

Enclosed is a projected timeline/schedule for the Flagler County Library Joint Use Facility. This schedule was developed in our CPM scheduling software Primavera P6. One of the first tasks following contract award will be to sit down with the County and Rhodes & Brito to gather and confirm all goals and objectives have been incorporated into the master schedule. From there, the project team will produce the detailed project schedule which will typically include more than 1000 schedule activities.

4. FEE PROPOSAL

Please see the following preconstruction fee proposal break down. This is based on four design deliverables at Schematic Design, Design Development, Working Drawings & Guaranteed Maximum Price (GMP). The proposal may need to be adjusted based on the needs of the County and if actual design deliverables differ. We understand that the GMP will be prepared at approximately 80% Construction Documents. The proposed fee for overhead and profit is 4.35%.

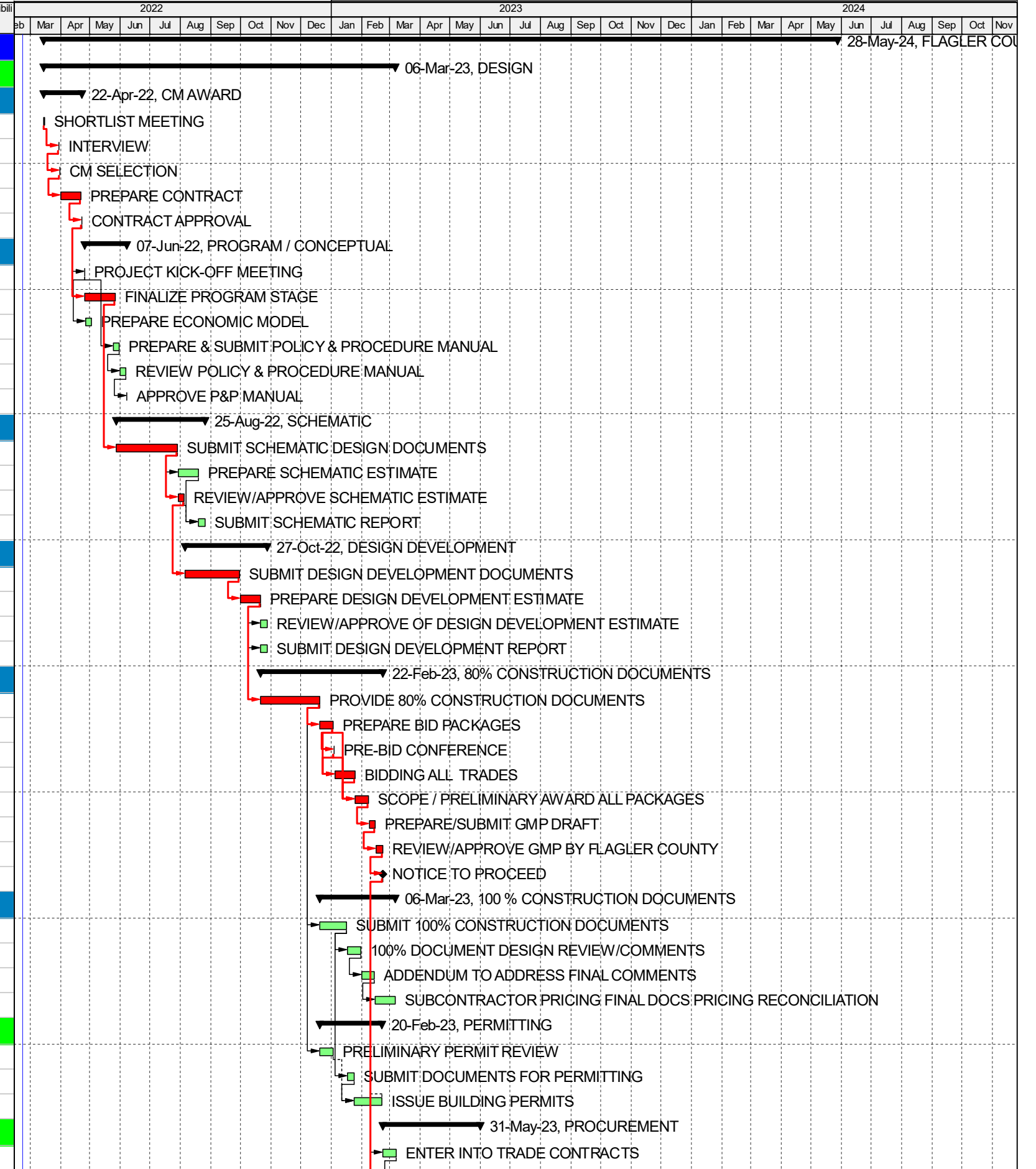
AJAX FEE PROPOSAL PAGE 1 OF 3

Ajax Building Company, LLC
Preconstruction Fee Proposal

2/18/2022

Flagler Library Joint Use Facility			
PROJECT CONSTRUCTION BUDGET	\$16,000,000		
DESIGN PHASE FEE		\$88,149	
CONSTRUCTION PHASE GCs/GRS	TBD		
OVERHEAD & PROFIT in GMP		4.35% see below	
TOTAL		\$88,149	
* The Construction Phase Fee or Management Staffing will be submitted separately once schedule, complexity and project requirements are finalized. This fee will be included in final or interim GMPs as appropriate. Project OH&P is 4.35% of total GMP			

Activity ID	Activity Name	Original Duration	Start	Finish	Responsibility
FLAGLER COUNTY LIBRARY JOINT USE FACILITY					
DESIGN		246	15-Mar-22	06-Mar-23	
CM AWARD		29	15-Mar-22	22-Apr-22	
A10110	SHORTLIST MEETING	1	15-Mar-22*	15-Mar-22	
A10070	INTERVIEW	1	30-Mar-22	30-Mar-22	
A10080	CM SELECTION	1	31-Mar-22	31-Mar-22	
A10090	PREPARE CONTRACT	15	01-Apr-22	21-Apr-22	
A10130	CONTRACT APPROVAL	1	22-Apr-22	22-Apr-22	
PROGRAM / CONCEPTUAL		32	25-Apr-22	07-Jun-22	
A10140	PROJECT KICK-OFF MEETING	1	25-Apr-22	25-Apr-22	
A10145	FINALIZE PROGRAM STAGE	24	25-Apr-22	26-May-22	
A10120	PREPARE ECONOMIC MODEL	5	26-Apr-22	02-May-22	
A10150	PREPARE & SUBMIT POLICY & PROCEDURE MANUAL	5	24-May-22	30-May-22	
A10160	REVIEW POLICY & PROCEDURE MANUAL	5	31-May-22	06-Jun-22	
A10170	APPROVE P&P MANUAL	1	07-Jun-22	07-Jun-22	
SCHEMATIC		65	27-May-22	25-Aug-22	
A10100	SUBMIT SCHEMATIC DESIGN DOCUMENTS	45	27-May-22	28-Jul-22	
A10180	PREPARE SCHEMATIC ESTIMATE	15	29-Jul-22	18-Aug-22	
A10190	REVIEW/APPROVE SCHEMATIC ESTIMATE	5	29-Jul-22	04-Aug-22	
A10210	SUBMIT SCHEMATIC REPORT	5	19-Aug-22	25-Aug-22	
DESIGN DEVELOPMENT		60	05-Aug-22	27-Oct-22	
A10200	SUBMIT DESIGN DEVELOPMENT DOCUMENTS	40	05-Aug-22	29-Sep-22	
A10230	PREPARE DESIGN DEVELOPMENT ESTIMATE	15	30-Sep-22	20-Oct-22	
A10220	REVIEW/APPROVE OF DESIGN DEVELOPMENT ESTIMATE	5	21-Oct-22	27-Oct-22	
A10260	SUBMIT DESIGN DEVELOPMENT REPORT	5	21-Oct-22	27-Oct-22	
80% CONSTRUCTION DOCUMENTS		82	21-Oct-22	22-Feb-23	
A10860	PROVIDE 80% CONSTRUCTION DOCUMENTS	40	21-Oct-22	19-Dec-22	
A10290	PREPARE BID PACKAGES	10	20-Dec-22	02-Jan-23	
A10370	PRE-BID CONFERENCE	1	03-Jan-23	03-Jan-23	
A10390	BIDDING ALL TRADES	15	04-Jan-23	24-Jan-23	
A10430	SCOPE / PRELIMINARY AWARD ALL PACKAGES	10	25-Jan-23	07-Feb-23	
A10460	PREPARE/SUBMIT GMP DRAFT	5	08-Feb-23	14-Feb-23	
A10470	REVIEW/APPROVE GMP BY FLAGLER COUNTY	5	15-Feb-23	21-Feb-23	
A10510	NOTICE TO PROCEED	0	22-Feb-23		
100 % CONSTRUCTION DOCUMENTS		51	20-Dec-22	06-Mar-23	
A10240	SUBMIT 100% CONSTRUCTION DOCUMENTS	20	20-Dec-22	16-Jan-23	
A10900	100% DOCUMENT DESIGN REVIEW/COMMENTS	10	17-Jan-23	30-Jan-23	
A10910	ADDENDUM TO ADDRESS FINAL COMMENTS	10	31-Jan-23	13-Feb-23	
A10920	SUBCONTRACTOR PRICING FINAL DOCS PRICING RECONCILIATION	15	14-Feb-23	06-Mar-23	
PERMITTING		41	20-Dec-22	20-Feb-23	
A10310	PRELIMINARY PERMIT REVIEW	10	20-Dec-22	02-Jan-23	
A10440	SUBMIT DOCUMENTS FOR PERMITTING	5	17-Jan-23	23-Jan-23	
A10420	ISSUE BUILDING PERMITS	20	24-Jan-23	20-Feb-23	
PROCUREMENT		70	22-Feb-23	31-May-23	
A10520	ENTER INTO TRADE CONTRACTS	10	22-Feb-23	07-Mar-23	



█ Actual Work
█ Remaining Work
█ Critical Remaining Work

◆ Milestone
→ Summary

FLAGLER COUNTY LIBRARY JOINT USE FACILITY

Start Date: 15-Mar-22
 Finish Date: 28-May-24
 Current Date: 25-Feb-22
 Data Date: 22-Feb-22

AJAX FEE PROPOSAL

PAGE 2 OF 3

PRECONSTRUCTION PHASE FEE

2/18/2022

I. SCHEMATICS DESIGN					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	4	18	\$105.76	1.47	\$11,194
PROJECT MANAGER	4	8	\$60.10	1.47	\$2,827
OFFICE ADMINISTRATOR	1	2	\$20.67	1.47	\$61
CHIEF ESTIMATOR	2	8	\$60.58	1.47	\$1,425
ESTIMATOR	2	24	\$50.48	1.47	\$3,562
					\$19,068
		UNIT	UNIT COST		
OFFICE SUPPLIES		1	\$200.00		\$221
EXPRESSAGE		1	\$125.00		\$125
PHONE		1	\$250.00		\$250
DRAWING REPRODUCTIONS		1	\$300.00		\$300
SCHEMATICS DESIGN PHASE TOTAL					\$19,964
II. DESIGN DEVELOPMENT					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	4	16	\$105.76	1.47	\$9,950
PROJECT MANAGER	4	13	\$60.10	1.47	\$4,603
GENERAL SUPERINTENDENT	1	6	\$69.71	1.47	\$615
PROJECT ENGINEER	0	6	\$27.40	1.47	\$0
OFFICE ADMINISTRATOR	1	6	\$20.67	1.47	\$182
CHIEF ESTIMATOR	2	8	\$60.58	1.47	\$1,425
ESTIMATOR	2	40	\$50.48	1.47	\$5,937
					\$22,711
		UNIT	UNIT COST		
OFFICE SUPPLIES		1	\$200.00		\$200
EXPRESSAGE		1	\$150.00		\$150
PHONE		1	\$250.00		\$250
DRAWING REPRODUCTIONS		1	\$250.00		\$250
			\$3.00		
DESIGN DEVELOPMENT TOTAL					\$23,561
III. WORKING DRAWINGS/ REDI CHECK/CLASH DETECTION					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	2	15	\$105.76	1.47	\$4,664

AJAX FEE PROPOSAL

PAGE 3 OF 3

PRECONSTRUCTION PHASE FEE

2/18/2022

PRECONSTRUCTION MANAGER	2	11	\$72.12	1.47	\$2,332
PROJECT MANAGER	2	20	\$60.10	1.47	\$3,534
PROJECT ENGINEER	1	17	\$27.40	1.47	\$685
OFFICE ADMINISTRATOR	1	8	\$20.67	1.47	\$243
GENERAL SUPERINTENDENT	1	10	\$69.71	1.47	\$1,025
SUPERINTENDENT	1	16	\$60.10	1.47	\$1,413
CHIEF ESTIMATOR	1	8	\$60.58	1.47	\$730
ESTIMATOR	1	10	\$50.48	1.47	\$742
					\$15,368
		UNIT	UNIT COST		
MEETING ROOM FOR REDI CHECK		0	\$250.00		\$0
OFFICE SUPPLIES		1	\$150.00		\$150
EXPRESSAGE		1	\$220.00		\$220
PHONE		1	\$250.00		\$250
DRAWING REPRODUCTIONS		1	\$250.00		\$250
					\$16,238
WORKING DRAWING TOTAL					
IV. BIDDING/GMP PHASE					
TITLE	WEEKS	HOURS	RATE	MULT.	COST
OPERATIONS MANAGER	4	8	\$105.76	1.47	\$4,975
PRECONSTRUCTION MANAGER	4	4	\$72.12	1.47	\$1,747
PROJECT MANAGER	4	40	\$60.10	1.47	\$14,135
PROJECT ENGINEER	1	20	\$27.40	1.47	\$806
GEN. SUPERINTENDENT	1	8	\$69.71	1.47	\$820
PROJ. SUPERINTENDENT	2	8	\$60.10	1.47	\$1,413
OFFICE ADMINISTRATOR	2	2	\$20.67	1.47	\$122
PROJECT ADMINISTRATOR	1	8	\$19.23	1.47	\$226
CHIEF ESTIMATOR	1	8	\$60.58	1.47	\$712
ESTIMATOR	1	10	\$50.48	1.47	\$742
					\$27,835
		UNIT	UNIT COST		
MEETING ROOM FOR PREBIDS		0	\$250.00		\$0
SCHEDULING (materials)		TO BE INCLUDED AS REIMBURSABLE JOB COST			
OFFICE SUPPLIES		1	\$300.00		\$300
EXPRESSAGE		1	\$150.00		\$150
PHONE		1	\$100.00		\$100
DRAWING REPRODUCTIONS		TO BE INCLUDED AS REIMBURSABLE JOB COST			
					\$28,385
BIDDING/GMP PHASE TOTAL					
SUMMARY					
I. SCHEMATICS DESIGN					19,964
II. DESIGN DEVELOPMENT					23,561
III. WORKING DRAWINGS/ REDI CHECK/CLASH DETECTION					16,238
IV. BIDDING/GMP PHASE					28,385
TOTAL					88,149

COST CONTROL METHODS THAT WILL BE USED DURING ALL PHASES OF THE PROJECT

From the onset, Ajax will be working closely with the Library staff, the County and Rhodes + Brito to ensure that the design and budget are complimentary to one another. This will ensure that when the final GMP is delivered, it is within the established budget and there are no surprises. Our cost control process begins at program verification and carries through all phases of design, procurement and construction. In Tab 3 we detailed our estimating process and methods to develop the GMP. The following provides additional detail on our approach to cost control during all phases of construction to assure that the project remains within budget.

PRECONSTRUCTION: DESIGNING TO BUDGET

All projects must be concerned with cost control and designed to a budget and desired schedule. The majority of our firms' work is with public sectors, utilizing public funds and grants, therefore these criteria have played a significant role in all of the project team's past and present projects. It will be Ajax's responsibility to track and control costs within the overall framework of an established cost estimate. Ajax will develop cost estimates at Conceptual Schematic Design and then monitor and update at each phase of the design process.

PRECONSTRUCTION: SCOPE MANAGEMENT, SCOPE CREEP

One of the most important management considerations related to designing to a budget involves the team's response to program requirements and applicable design quality criteria. We see this important process being comprised of two primary areas of evaluation: first, the accommodation of actual program requirements within the initial design concept; second, the effectiveness with which the various stages of design and contract documents reflect and portray these program requirements. We define these requirements as the critical quantitative and qualitative parameters established for the design of the building -- necessary functional spaces as well as the character of their construction. Scope management will be carefully measured and evaluated by the full project team throughout the design effort, with particular emphasis on the established review procedures held with the County at established intervals during the concluding Workshop of each design phase.

PRECONSTRUCTION: VALIDATING COST ESTIMATES, ESTIMATE RECONCILIATION

The validation and reconciliation of Ajax's cost estimates is the critical step in the project delivery process. The first step to designing to a budget is to obtain knowledge of the detailed requirements of a particular project. Then this data is linked to an understanding of the means and methods Ajax will use to build the project. Ajax will work hand-in-hand with the design team throughout this process. Ajax's awareness of the labor conditions and material availability in the local area will be an invaluable resource. Also, the impact of cost escalation during the time period established for the bidding and construction will be carefully evaluated and monitored. Cost Estimates are jointly reviewed by all project participants to consider such factors as initial and life cycle costs, constructability, and procurement logistics. The critical step ensuring budget success is not moving into the next design phase until budget and scope are reconciled.

BIDDING & CONSTRUCTION PHASE: BID MANAGEMENT

A crucial step to maximizing the project budget is subcontractor bid management. Ajax employs a rigorous pre-qualification standard to ensure that only qualified subcontractors will bid on this job. Ajax ensures that those pre-qualified subcontractors have adequate information to maximize the competitiveness of their bid, including a detailed scope of work, project schedule, and project safety requirements. Using BIM will allow us to provide more detailed information to bidders regarding the coordination of work among trades. BIM will assist potential bidders with being able to visualize the project more clearly which minimizes the amount of assumptions included in bids, therefore producing more competitive bids on bid day. Ajax's accurate estimates during the design phase will allow the design team to maximize the scope during design and minimize the need for alternates which could slow down the preparation of Construction Documents.

BIDDING & CONSTRUCTION PHASE: DETAILED SCOPES & ZERO SCOPE GAP

During the scope writing process, the Ajax team prepares detailed scopes of work to delineate a full understanding of the project requirements to the subcontractor. The documents are dissected by our team to make sure all components are included therefore preventing any opportunity for the subcontractors to make a claim requesting additional cost. This proactive scope writing process controls costs by ensuring all project elements have been incorporated into the trade contractor packages.

CONSTRUCTION PHASE: DETAILED COST REPORTING

Meticulous tracking and reporting of project expenditures is critical for maintaining cost control. By diligently tracking costs, the project team is fully in tune to where the costs on the projects are and can immediately discern if any corrective action needs to be taken. For detailed cost reporting, payment procedures and management of contingency funds, Ajax uses CMIC software which provides full open book information to the team. This software is located at our jobsites and allows Project Managers and Administrators to communicate with our home accounting office and provides up-to-the-minute, detailed job cost information including costs, billing and payroll. These reports will be regularly reviewed at team meetings and included in the Monthly Owner Report. The County can be provided with a detailed cost report at any time upon request.

5. LEGAL CAPACITY

PROVIDE AN EXPLANATION OF THE PROPOSER’S LEGAL CAPACITY TO PERFORM ALL PARTS OF THE SCOPE OF SERVICES. INCLUDE A DESCRIPTION OF CORPORATE OR OTHER STRUCTURE AND GOVERNANCE, AND DETAIL THE LEGAL, FINANCIAL, AND TECHNICAL CAPABILITIES OF PROPOSER(S) RELEVANT TO PERFORMING THE SCOPE OF SERVICES. IF MORE THAN ONE PROPOSER IS TEAMING UP TO FILE A PROPOSAL, ANY PRIOR WORK ANY TWO OR MORE JOINT PROPOSERS HAVE DONE BEFORE MUST BE DETAILED.

Ajax was born in 1958 from a simple handshake when the late J.B. “Block” Smith agreed to construct a small building for his friend in South Tallahassee.

While Ajax has grown over the years, the integrity of that first handshake from Block resonates in each of Ajax’s projects. Our owners can expect the same unwavering commitment to ensure their goals are met with an honest and open book approach.

Ninety-five percent of Ajax's experience is providing construction management at risk services to public sector clients. As a result, we understand the need to stay in budget and complete projects on time.

Our job is to work hand-in-hand with our owners to understand their goals and objectives, then to develop a plan, work as a team and deliver each one.



COMPANY NAME: Ajax Building Company, LLC
COMPANY STRUCTURE: Limited Liability Company
ADDRESS: 10365 Hood Road South, Suite 203, Jacksonville, FL 32257
PRIMARY CONTACT: Bill Byrne, President
TELEPHONE NUMBER: 904.262.8660
FAX NUMBER: 904.262.8623
E-MAIL ADDRESS: bill.byrne@ajaxbuilding.com
COMPANY WEBSITE: www.ajaxbuilding.com
NUMBER OF EMPLOYEES: 183

64
 YEARS
 in business

“The Ajax team worked with us to keep the project on budget, they worked with the architect seamlessly to insure we stayed on budget while ending up with a quality building that wows the public.”

Barbara Pickell
 Clearwater Public Library System

147
 GOVERNMENT
 projects

FIRM'S CURRENT POSITION IN THE CONSTRUCTION MARKET

Ajax has strategically positioned itself to solely provide construction management services to the Public Sector. In fact approximately 95% of Ajax’s work is providing Construction Management services to Public Entities, including several libraries in the state of Florida. The consistent and successful delivery of public sector projects over the years has lead to long lasting client relationships within this market. Our specific attention to customer service and client satisfaction has solidified our position. We understand the importance of transparency and communication and all of our projects are operated in an “open book” environment. Trade publications regularly rank Ajax in the top performing group of Construction Management and Green Building companies.

FINANCIAL AND MAIN BANKING REFERENCES

Ajax Financial Officer

Brian Desotell, Chief Financial Officer
Ajax Building Company, LLC
1080 Commerce Boulevard
Midway, Florida 32343
(850) 224-9571
Fax: (850) 224-2496
brian.desotell@ajaxbuildng.com

Financial

JPMorgan Chase Bank N.A
Andy Horton
270 Park Avenue
New York, NY 10017
(214) 965-4105
andrew.horton@chase.com

TOTAL ANNUAL BILLINGS FOR PAST 3 CALENDAR YEARS

<u>YEAR</u>	<u>TOTAL BILLINGS</u>
2021	\$217,186,980 <small>*unaudited as of 1/7/22*</small>
2020	\$235,034,515
2019	\$294,108,132

PERCENTAGE OF WORKLOAD PERFORMED FOR PUBLIC ENTITY CLIENTS

95%

BONDING

WillisTowersWatson | | | | |

January 5, 2022

Re: Bonding Capacity Reference Letter

To Whom It May Concern,

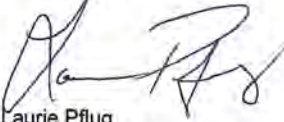
Ajax Building Company, LLC is a highly regarded and valued client of Travelers Casualty and Surety Company of America (A.M. Best Financial Strength Rating of A++ (XV) and Liberty Mutual Insurance Company (A.M. Best Financial Strength Rating A (XV), as Co-Sureties, and Travelers Casualty and Surety Company of America will act as lead surety and have the pleasure of extending surety credit to Ajax Building Company, LLC. The Sureties are licensed and authorized to transact business in All 50 States. During Ajax Building Company, LLC's history, the company has developed a strong and successful track record of completing projects on time, without claims and within the available budget

We have determined that Ajax Building Company, LLC is capable of obtaining a performance bond and a payment bond for the Project, and the Surety for, Ajax Building Company, LLC is prepared to provide a Performance and Payment bond for the Project in the form and amount required by the Agreement. The Surety has, in the past, considered and provided bonding for individual projects in excess of \$750,000,000 and provided surety support for uncompleted work programs in excess of \$2,500,000,000.

Our consideration and issuance of bonds is a matter solely between the Ajax Building Company, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter. The Surety reserves their right to review for any adverse changes to the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

We trust this information meets your satisfaction. If there are further questions, please feel free to contact me.

Sincerely,






Laurie Pflug
Attorney-in-Fact for
Travelers Casualty and Surety Company of America
Liberty Mutual Insurance Company



Willis Towers Watson Insurance Services
West, Inc.
500 N. Akard St., Suite 4300
Dallas, TX 75201
612 702-4269
Laurie.pflug@willistowerswatson.com

CONTRACTORS LICENSE

	<p>Ron DeSantis, Governor</p>	<p>Halsey Beshears, Secretary</p>	
<p>STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</p>			
<p>CONSTRUCTION INDUSTRY LICENSING BOARD</p>			
<p>THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES</p>			
			
<p>BYRNE, WILLIAM PAUL</p>			
<p>AJAX BUILDING COMPANY, LLC 109 COMMERCE BOULEVARD OLDSMAR FL 34677</p>			
<p>LICENSE NUMBER: CGC042112</p>			
<p>EXPIRATION DATE: AUGUST 31, 2022</p>			
<p>Always verify licenses online at MyFloridaLicense.com</p>			
	<p>Do not alter this document in any form.</p> <p>This is your license. It is unlawful for anyone other than the licensee to use this document.</p>		

CERTIFICATE OF STATUS

State of Florida

Department of State

I certify from the records of this office that AJAX BUILDING COMPANY, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 27, 2019, effective May 7, 1962.

The document number of this limited liability company is L19000160919.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 23, 2021, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Second day of December, 2021*



Samuel R. ...
Secretary of State

Tracking Number: 8760976162CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>


6. REFERENCES

[6.1]

Ajax has completed over 750 Construction Management projects for Public Entities. The following are Florida agencies for which we have served as the construction manager.

SIMILAR SERVICES FOR FLORIDA PUBLIC AGENCIES

- 
- Alachua County
 - Baker County
 - Brevard County
 - Bureau of Operations and Maintenance
 - Charlotte County
 - Cherokee County
 - City of Clearwater
 - City of Clermont
 - City of Dade City
 - City of Daytona Beach
 - City of Fort Walton Beach
 - City of Largo
 - City of Mount Dora
 - City of Orange City
 - City of Palm Coast
 - City of St. Petersburg
 - City of Tallahassee
 - City of Tampa
 - City of Venice
 - Columbia County
 - Correctional Corporations of America
 - Department of Agriculture & Consumer Services
 - Department of Corrections
 - Department of Environmental Protection
 - Department of Health
 - Department of Management Services
 - Department of the Army USACPSC NAFT
 - Department of Transportation
 - DMS Financial Management Services
 - Flagler County
 - Florida Department of Banking & Finance
 - Florida Department of Juvenile Justice
 - Florida Department of Law Enforcement
 - Florida Department of Revenue
 - Florida House of Representatives
 - Franklin County
 - Innovation Park
 - Jackson County
 - Lake County
 - Lee County
 - Leon County
 - Monroe County
 - Okaloosa County
 - Okeechobee County
 - Orlando Utilities Commission
 - Pasco County
 - Pinellas County
 - Putnam County
 - Santa Rosa County
 - Sarasota County
 - Sumter County
 - United States Government Facilities
 - United States Postal Service
 - Volusia County
 - College of the Florida Keys

- 
- A satellite-style map of the state of Florida is shown, oriented vertically. The map displays the coastline, major water bodies, and landmasses. Overlaid on the map is a list of educational institutions, including colleges, universities, and school districts, arranged in two columns. The text is white and semi-transparent, allowing the map's details to be visible through it.
- Daytona State College
 - Eastern Florida State College
 - Florida A & M University
 - FL Community College at Jacksonville
 - Florida Gulf Coast University
 - Florida Keys Community College
 - Florida State University
 - New College of Florida
 - Northwest Florida State College
 - Pasco-Hernando Community College
 - Pensacola State College
 - Santa Fe Community College
 - Seminole State College of Florida
 - St. Petersburg College
 - Tallahassee Community College
 - University of Florida
 - University of North Florida
 - University of South Florida
 - Bay County Schools
 - Charlotte County Schools
 - Duval County Schools
 - Florida School for the Deaf and Blind
 - Gadsden County Schools
 - Gulf County Schools
 - Hernando County Schools
 - Hillsborough County Schools
 - Holmes County Schools
 - Lake County Schools
 - Leon County Schools
 - Manatee County Schools
 - Marion County Schools
 - Monroe County Schools
 - Nassau County Schools
 - Okaloosa County Schools
 - Orange County Schools
 - Osceola County Schools
 - Pasco County Schools
 - Pinellas County Schools
 - Seminole County Schools
 - Volusia County Schools
 - Wakulla County Schools
 - Walton County Schools
 - Washington County Schools

THREE CURRENT REFERENCES

1

PAUL STEWART
Facilities Director
University of North Florida
1 UNF Drive
Jacksonville, FL 32224
904.620.3978
p.stewart@unf.edu

Project: University of North Florida Herbert University Center Kitchen

Serving as construction manager Ajax will construct a 6,000 SF commercial kitchen to the Herbert University Center Kitchen.

2

TARA KIVETT
Engineering Construction
Manager
100 S Myrtle Ave
Clearwater, FL 33756
727.562.4758
tara.kivett@myclearwater.com

Project: Clearwater Police Department District 3 Substation

Ajax is providing construction management services for the city of Clearwater. This project includes the demolition of the current Police Department District 3 Substation and a new 21,625 SF facility.

3

KEVIN KIRBY
Assistant County Manager
135 NE Hernando Ave; Suite 203
Lake City, FL 32055
386.758.1005
kevin_kirby@columbiacountyfla.com

Project: Columbia County Detention Facility

Ajax is providing construction management services for the current Columbia County Detention Facility. This project includes adding a new housing pod to the current facility.



THREE PAST REFERENCES

1

RAMON D. GARVARRETE

County Engineer
Alachua County
Public Works Department
5620 NW 120th Lane
Gainesville, FL 32653
352.548.1214
rgavarrete@alachuacounty.us

Project: Alachua County Agriculture & Equestrian Center

Ajax provided construction management services for Alachua County which consisted of new construction on 37 acres. It includes a 13,723 SF auditorium which contains a teaching kitchen and a 7,379 SF office building for IFAS staff to serve the community.

2

KIM HUMPHREY

Parks Planning and
Development Manager
Sarasota County
1660 Ringling Boulevard
Sarasota, FL 34236
941.861.5486
khumphre@scgov.net

Project: Sarasota County Venice Library

Ajax provided construction management services for Sarasota County New Venice Public Library. This project was a replacement of the existing library. Ajax also constructed parking, drives, utility infrastructure improvements, landscaping, site lighting, drainage, and storm water management facilities. Similar to Flagler Library Joint Use Facility this includes youth services, public access computers, wireless internet, educational programs and community gathering spaces.

3

THOMAS HUGER

Former Facilities Manager
City of Daytona Beach
928 Sycamore Street
Daytona Beach, FL 32114
386.631.0350
tahuger@yahoo.com

Project: Daytona Beach Midtown Cultural & Education Center

Ajax provided construction management services for the City of Daytona Beach Midtown Cultural & Education Center. The project consists of the new 22,176 square foot single-story structure including a new gymnasium, culinary, music, dance and art rooms as well as a gallery / lobby and administration area.

[6.3]

IDENTIFY ALL LOST OR
TERMINATED CONTRACTS
WITHIN THE PAST FIVE YEARS

None.

7. ADDITIONAL INFORMATION

LEED EXPERIENCE

Ajax has ongoing experience working with architects, engineers and owners to implement sustainable design elements and obtain LEED Certification. Ajax is a member of the US Green Building Council and 23 members of our regional staff are LEED Accredited Professionals. We also have completed 3 projects with the emerging Green Globes sustainability certification. If it is determined that the Flagler County Library Joint Use Facility will pursue a sustainability certification, we have the experience to work seamlessly with Flagler County's staff and Rhodes + Brito to identify and maximize the incorporation of sustainable systems and building materials for this project.



FULTON COUNTY
GOVERNMENT EAST ROSWELL BRANCH LIBRARY



NEW COLLEGE OF FLORIDA
FLORIDA ACADEMIC & ADMINISTRATION BUILDING



UNIVERSITY OF SOUTH FLORIDA
HEALTH STUDENT CENTER MDA BLDG RENOVATIONS



UNIVERSITY OF FLORIDA
NEWELL HALL LEARNING COMMONS



UNIVERSITY OF NORTH FLORIDA
REPURPOSING SKINNER-JONES HALL

[15]

LEED GOLD

[13]

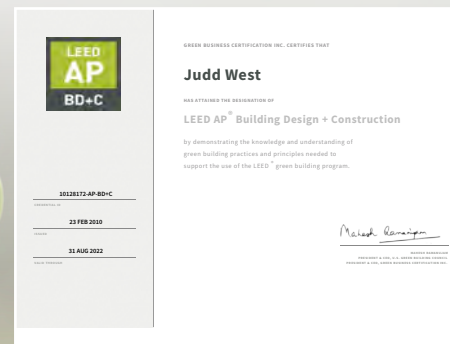
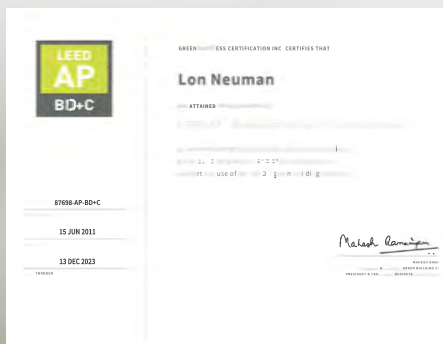
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[2]

CERTIFIED

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LEED
PROFESSIONALS



8. REQUIRED FORMS

FORM 7.1 PROPOSAL SUBMITTAL CHECKLIST

SECTION 7 – REQUIRED FORMS

7.1 – PROPOSAL SUBMITTAL CHECKLIST

- Form 7.2 – Proposer’s Certification and Addendum Acknowledgement
- Form 7.3 – Drug-Free Workplace Certificate
- Form 7.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (
- Form 7.5 – Affidavit of Non-Collusion
- Form 7.6 – W/MBE Participation Statement (If Applicable)
- Form 7.7 – Suspension and Debarment Certification and Vendor Information Form
- Form 7.8 – Certification Regarding Lobbying - Byrd Anti-Lobbying Agreement
- Form 7.9 – Federal Contract Provisions and Certifications
- W-9 Form
- Cost Proposal Forms
- Submission of one (1) original marked “ORIGINAL”, five (5) identical paper copies, and one (1) electronic copy in pdf format on USB

How did you hear about this solicitation?

VendorLink Email _____
 County Website _____ Newspaper _____
 Other _____
(please specify)

BY: Ajax Building Company, LLC
 Proposer _____
 Authorized Signature  _____
 Date 3/2/2022 _____

This document must be completed and returned with your Submittal

FORM 7.2 PROPOSER'S CERTIFICATION AND ADDENDUM ACKNOWLEDGMENT

7.2 – PROPOSER'S CERTIFICATION

PROPOSER'S NAME: Ajax Building Company, LLC

PROPOSAL NUMBER: **22-016P**

PROPOSAL TITLE: **Construction Manager at Risk (CMAR) for Flagler County Library Joint Use Facility**

SUBMITTALS DUE: **Wednesday, March 2, 2022**

TIME: **2:00 P.M., Local Time**

Purchasing Department
Flagler County Board of County Commissioners
Government Services Building
1769 E. Moody Boulevard
Building 2, Third Floor
Bunnell, Florida 32110

I have carefully examined the Request for Proposals (RFP) including Instructions to Proposers, Terms and Conditions, Special Conditions, Proposal Submittal and Requirements, Evaluation of Proposals, Scope of Work and/or Specifications, Required Forms, and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices provided in this submission. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the County adequate time to the evaluate, negotiate and award the proposal. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in the proposal submittal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Flagler County Board of County Commissioners or of any other Company interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the Scope of Work and/or Specifications for the designated services and understanding all the Terms and Conditions, including the Special Conditions, for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal submission.

Addendum # <u> 1 </u>	Date: <u> 2/4/22 </u>	Addendum # <u> 3 </u>	Date: <u> 2/25/22 </u>
Addendum # <u> 2 </u>	Date: <u> 2/7/22 </u>	Addendum # _____	Date: _____

FORM 7.2 CONTINUED

CONTINUED: 7.2 – PROPOSER’S CERTIFICATION

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements as described in this Request for Proposals. The undersigned further declares that the work will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the submission non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE REQUEST FOR PROPOSALS IS SUBMITTED:

Please check one: I take NO exceptions. Exceptions:

Company Name: Ajax Building Company, LLC

Contact Person / Title: William P. Byrne, President

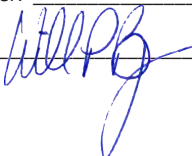
Mailing Address: 10365 Hood Rd. S, Suite 203

City: Jacksonville State: FL Zip: 32257

Phone: 904.262.8660 Fax: 904.262.8623

E-Mail: bill.byrne@ajaxbuilding.com

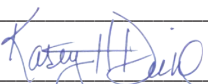
Federal Identification Number: 59-0969709

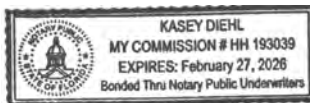
Authorized Signature: 

STATE OF FL

COUNTY OF Duval

The foregoing instrument was acknowledged before me 2nd day of March, 20 22, by Kasey Diehl, who is personally known to me or who has produced _____ as identification.


Notary Public



My Commission Expires: 2-27-2026

Commission # HH 193039


This document must be completed and returned with your Submittal

FORM 7.3 DRUG FREE WORKPLACE

7.3 – DRUG FREE WORKPLACE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
(print or type name of firm) Ajax Building Company, LLC


- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- “As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

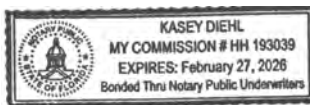

 (Authorized Signature)
William P. Byrne
 (Print Name)

3/2/2022
 (Date)

STATE OF FL
 COUNTY OF Duval

The foregoing instrument was acknowledged before me 2nd day of March, 2022, by _____, who is personally known to me or who has produced Kasey Diehl as identification.


 Notary Public



My Commission Expires: 2-27-2026

Commission # HH 193039

This document must be completed and returned with your Submittal

FORM 7.4 SWORN STATEMENT ON PUBLIC ENTITY CRIMES

7.4 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned authority, personally appeared William P. Byrne, who, being by me first duly sworn, made the following statement:

1. The business address of Ajax Building Company, LLC (name of Offeror or business) is 10365 Hood Road South, Suite 203 Jacksonville, FL 32257.

2. My relationship to Ajax Building Company, LLC (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

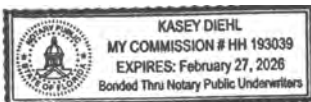
W.P.B. (Authorized Signature) 3/2/2022 (Date)

William P. Byrne (Print Name)

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me 2nd day of March, 20 22, by Kasey Diehl, who is personally known to me or who has produced _____ as identification.

Kasey Diehl
Notary Public



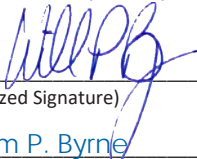
My Commission Expires: 2-27-2026 Commission # HH 193039

This document must be completed and returned with your Submittal

FORM 7.5 AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FLAGLER COUNTY EMPLOYEES

7.5 – AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF FLAGLER COUNTY EMPLOYEES

William P. Byrne, President, * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Flagler County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

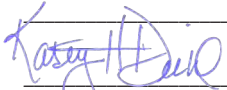

(Authorized Signature)

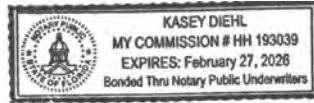
3/2/2022
(Date)

William P. Byrne
(Print Name)

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me 2nd day of March, 2022, by Kasey Diehl, who is personally known to me or who has produced _____ as identification.


Notary Public



My Commission Expires: 2-27-2026

Commission # HH 193039

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

This document must be completed and returned with your Submittal

FORM 7.6 MWBE PARTICIPATION STATEMENT

7.6 – MWBE PARTICIPATION STATEMENT (If Applicable)

Note: The Consultant is required to complete the following information and submit this form with the proposal.

Project Description: To be determined at time of subcontractor bidding

Consultant Name: _____

This consultant (is ___) (is not ___) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s): To be determined at time of subcontractor bidding

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub- consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
<p>During pre-construction through the development of the GMP, these firms will be identified and awarded per our SWMBE participation plan. Please see the following page.</p>	_____

(Authorized Signature)

(Date)

(Print Name)

This document must be completed and returned with your Submittal

Ajax is extremely proud of our proactive DBE/MBE/WBE participation programs. Ajax has awarded in excess of \$500 million in Disadvantage business MBE contracts.

HIGHLIGHTS FROM OUR PROVEN PROGRAM:

- A proven plan
- An existing MBE vendor & contractor list
- Our goal is 100% MBE success on every project undertaken
- Familiar with the state construction policies and requirements

Our **innovative philosophy and MBE action plan** has enabled Ajax to maximize both MBE and local participation on each of our construction projects. Ajax has also instituted and staffed a MBE development task force designed to encourage and promote minority, women, disabled and disadvantaged employment and advancement both within Ajax and on each of our projects.

OUR MBE ACTION PROGRAM:

- Identify qualified MBE vendors and contractors
- Solicit MBE contractors through area newspapers, letters of interest, and direct phone contact
- Evaluate the scope of work for every project compared to the capabilities of local firms and tailor the bid packaging to maximize MBE participation
- Provide pre-bid workshops to clarify any questions MBE vendors and contractors may have concerning the project
- Offer creative support for financing, security, estimating, purchasing and management issues

Ajax will work diligently with each of our MBE subcontractors to expose and educate their employees to our construction methodologies, systems, policies

and procedures. In addition to our efforts to maximize MBE participation through subcontracting, we also support and promote MBE contractors with partnering and mentoring relationships.

Ajax also realizes the importance of involving local subcontractors and suppliers on each of our projects. Community involvement is key to all parties involved, and Ajax takes extra measures to ensure that portions of all work on our projects are distributed to the local community.

MBE PARTICIPATION *Results*

PROJECT	GOAL	FINAL
Fulton County East Roswell Branch Library	0%	32%
Augusta University Greenblatt Library Renovation	0%	14%
Northwest Florida State College Student Services Building	0%	28%
University of North Florida Osprey Clubhouse & Pool Facility	0%	20%
University of Florida Weil Hall	20%	22%
FAMU Recreation Center	0%	11%
FGCU Whitaker Building for Science, Math & Technology	30%	30%

"I was immediately impressed with how Ajax operated. Their team of engineers and superintendents had the ability to inspire rather than deride. They had the effective ability to pull rather than push. The leadership abilities of the staff were apparent as the project progressed. I quickly realized that no matter what complications or difficulties encountered on the project, Ajax always had the best interest of the owner and the interest of all parties involved including subcontractors."

Paul Clarke
Clarke Brothers Limited, LLC

FORM 7.7 SUSPENSION AND DEBARMENT / VENDOR INFORMATION

7.7 – SUSPENSION AND DEBARMENT CERTIFICATION AND VENDOR INFORMATION

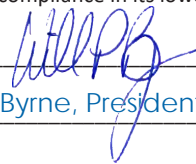
Suspension and Debarment Certification Form

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

Signature of Vendor’s Authorized Official 
Name and Title of Authorized Official William P. Byrne, President Date 3/2/2022

(Please attach a current W9 Form)

Name of Individual or Business Name: Ajax Building Company, LLC

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): 59-0969709

Vendor is:
() Corporation () Partnership () Sole Proprietorship () Other Limited Liability Company

Permanent Residence/Corporate Office Address:
Address 10365 Hood Rd. S Suite 203

City Jacksonville State FL Zip Code 32257

Phone 904.262.8660 Email bill.byrne@ajaxbuilding.com

Payment Address (if different from above):
Address _____
City _____ State _____ Zip Code _____
Phone _____ Email _____

This document must be completed and returned with your Submittal

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>																						
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ajax Building Company, LLC</p>																								
<p>2 Business name/disregarded entity name, if different from above</p>																								
<p>Print or type. See Specific instructions on page 3.</p>	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> C </u></p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>		<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>																					
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1080 Commerce Boulevard</p>		<p>Requester's name and address (optional)</p>																					
	<p>6 City, state, and ZIP code Midway, Florida 32343</p>																							
	<p>7 List account number(s) here (optional)</p>																							
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																								
		<p>Social security number</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> </tr> </table> <p>or</p> <p>Employer identification number</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height:20px;">5</td> <td style="width:20px; height:20px;">9</td> <td style="width:20px; height:20px;">-</td> <td style="width:20px; height:20px;">0</td> <td style="width:20px; height:20px;">9</td> <td style="width:20px; height:20px;">6</td> <td style="width:20px; height:20px;">9</td> <td style="width:20px; height:20px;">7</td> <td style="width:20px; height:20px;">0</td> <td style="width:20px; height:20px;">9</td> </tr> </table>													5	9	-	0	9	6	9	7	0	9
5	9	-	0	9	6	9	7	0	9															
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																								
<p>Sign Here</p>	<p>Signature of U.S. person ▶ </p>																							
	<p>Date ▶ 3-2-2022</p>																							
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> • Form 1099-DIV (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																								
<p>Cat. No. 10231X</p>		<p>Form W-9 (Rev. 10-2018)</p>																						

FORM 7.8 CERTIFICATE REGARDING LOBBYING BYRD ANIT-LOBBYING AGREEMENT

7.8 – CERTIFICATION REGARDING LOBBYING

Required Certification for Federal Contract

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Ajax Building Company, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

William P. Byrne, President

Name and Title of Contractor's Authorized Official

3/2/2022

Date

This document must be completed and returned with your Submittal

FORM 7.9 FEDERAL CONTRACT PROVISIONS AND CERTIFICATIONS

7.9 – FEDERAL CONTRACT PROVISIONS AND CERTIFICATIONS

Federal Contract Provisions and Certifications

2 CFR PART 200 Appendix II, USDA 7 CFR 210.21(d), TDA - ARM Section 17

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"), Florida Department of Agriculture (FDA), and United States Department of Agriculture (USDA). All Vendors submitting proposals must complete this Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific purchases using federal grant funds.

For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable boxes and sign the acknowledgment at the end of this form. If you fail to complete any item in this form, Lewisville Independent School District (LISD) will consider and may list the Vendor's response as "NO," the Vendor is unable or unwilling to comply. A "NO" response to any of the items may, if applicable, impact the ability of LISD to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Does vendor agree? YES WPB Initial of Authorized Company Official

2. Termination for Cause or Convenience:

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Does vendor agree? YES WPB Initial of Authorized Company Official

3. Equal Employment Opportunity:

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does vendor agree? YES WPB Initial of Authorized Company Official

This document must be completed and returned with your Submittal

W-9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																							
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ajax Building Company, LLC																									
2 Business name/disregarded entity name, if different from above																									
Print or type. See Specific instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																								
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																								
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> C </u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																								
	<input type="checkbox"/> Other (see instructions) ▶																								
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																									
5 Address (number, street, and apt. or suite no.) See instructions. 1080 Commerce Boulevard		Requester's name and address (optional)																							
6 City, state, and ZIP code Midway, Florida 32343																									
7 List account number(s) here (optional)																									
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																									
		Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table>																-				-			
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		or Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; height:20px; text-align: center;">5</td> <td style="width:20px; height:20px; text-align: center;">9</td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> <td style="width:20px; height:20px;"></td> </tr> <tr> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> <td style="text-align: center;">-</td> <td colspan="3"></td> </tr> </table>	5	9														-				-			
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Part II Certification Under penalties of perjury, I certify that:																									
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																									
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																									
Sign Here	Signature of U.S. person ▶	Date ▶ <u> 3-2-2022 </u>																							
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .																									
Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																									
<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i> 																									
Cat. No. 10231X Form W-9 (Rev. 10-2018)																									



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@ajaxbuilding

FORM 7.4 SWORN STATEMENT ON PUBLIC ENTITY CRIMES

7.4 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

Before me, the undersigned authority, personally appeared William P. Byrne, who, being by me first duly sworn, made the following statement:

1. The business address of Ajax Building Company, LLC (name of Offeror or business) is 10365 Hood Road South, Suite 203 Jacksonville, FL 32257

2. My relationship to Ajax Building Company, LLC (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or *nolo contendere*.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. ~~A determination has been made pursuant to Section 287.133(4) by an order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

William P. Byrne
(Authorized Signature)

3/2/2022
(Date)

William P. Byrne
(Print Name)

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me 2nd day of March, 20 22, by Kasey Diehl, who is personally known to me or who has produced _____ as identification.

Kasey Diehl
Notary Public



My Commission Expires: 2-27-2026 Commission # HH 193039
This document must be completed and returned with your Submittal

Chuck Merenda						
	Round 1 Cumulative	Round 1 Overall	Round 2 Cumulative	Round 2 Overall	Round 3 Cumulative	Round 3 Overall
Ajax	91	2	90	1	93	1
Collage	83	3	80	2	84	3
CPPI	77	5	75	3	91	2
Scorpio	81	4				
Perry-McCall	93	1				

Adam Mengel						
	Round 1 Cumulative	Round 1 Overall	Round 2 Cumulative	Round 2 Overall	Round 3 Cumulative	Round 3 Overall
Ajax	96	2	90	2	93	1
Collage	97	1	95	1	86	3
CPPI	95	3	88	3	88	2
Scorpio	94	4				
Perry-McCall	88	5				

Holly Albanese						
	Round 1 Cumulative	Round 1 Overall	Round 2 Cumulative	Round 2 Overall	Round 3 Cumulative	Round 3 Overall
Ajax	77	1	90	3	94	1
Collage	77	1	92	1	91	2
CPPI	71	2	91	2	90	3
Scorpio	56	3				
Perry-McCall	51	4				

Aaron Shilliday						
	Round 1 Cumulative	Round 1 Overall	Round 2 Cumulative	Round 2 Overall	Round 3 Cumulative	Round 3 Overall
Ajax	90	1	90	1	90	1
Collage	53	5	88	2	82	2
CPPI	66	3	78	3	80	3
Scorpio	57	4				
Perry-McCall	74	2				

John Brower						
	Round 1 Cumulative	Round 1 Overall	Round 2 Cumulative	Round 2 Overall	Round 3 Cumulative	Round 3 Overall
Ajax	82	2	95	1	98	1
Collage	72	4	90	2	96	2
CPPI	95	1	85	3	91	3
Scorpio	69	5				
Perry-McCall	73	3				

References				
	REF #1	REF #2	REF #3	TOTAL
Ajax	80	80	80	240
Collage	80	80	77	237
CPPI	74	67	80	221

Round 1		
Ajax	436	8
Collage	382	14
CPPI	404	14
Perry McCall	357	20
Scorpio	379	15

Round 2		
Ajax	455	8
Collage	445	8
CPPI	417	14

Round 3		
Ajax	468	5
Collage	439	12
CPPI	440	13

	Overall	References
Ajax	1359	240
Collage	1266	237
CPPI	1261	221

AGREEMENT BETWEEN OWNER AND CONTRACTOR

**Flagler County Library Joint Use Facility
Property Appraiser Parcel # 11-12-30-0650-000D0-0012
(Actual Address to be applied for)**

PROJECT NO: Flagler County Library Joint Use Facility (22-016P)

OWNER: Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg 2
Bunnell, Florida 32110
(386) 313-4001

CONTRACTOR: **Ajax Building Company, LLC**
109 Commerce Blvd.
Oldsmar, Florida 34677
(813) 792-3900 Fax (813) 792-3939

ARCHITECT - ENGINEER: Rhodes+Brito Architects
605 East Robinson Street
Suite 750
Orlando, Florida 32801

TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
1.0.0	THE CONSTRUCTION TEAM AND EXTENT OF AGREEMENT.	05
1.1.0	The Construction Team	05
1.2.0	Extent of Agreement	05
1.3.0	Definitions.....	05
1.4.0	Owner’s Construction Budget	05
1.5.0	Owner’s Project Budget.....	05
2.0.0	CONTRACTOR’S MANAGER’S SERVICES.....	06
2.1.0	Project Management Information System (PMIS).....	06
2.1.1	General.....	06
2.1.2	Narrative Reporting Subsystem.....	06
2.1.3	Scheduled Control Subsystem.....	07
2.1.4	Cost Control Subsystem.....	08
2.1.5	Project Accounting Subsystem.....	08
2.2.0	Project Manual.....	09
2.3.0	Design Review And Recommendations.....	10
2.4.0	Construction Phase.....	12
3.0.0	OWNER’S RESPONSIBILITIES.....	18
3.1.0	Owner’s Information.....	18
3.2.0	Owner’s Representative.....	18
3.3.0	Architect And Engineer’s Agreement.....	18
3.4.0	Site Survey And Reports.....	18
3.5.0	Approvals And Easements.....	18
3.6.0	Legal Services.....	18
3.7.0	Drawings And Specifications.....	18
3.8.0	Cost Of Surveys And Reports.....	18
3.9.0	Project Fault Defects.....	18
3.10.0	Funding.....	18
3.11.0	Lines Of Communication.....	18
3.12.0	Lines Of Authority.....	18
3.13.0	Permitting & Code Inspection.....	18
4.0.0	PERMITTING AND INSPECTION.....	18
4.1.0	Building Permits.....	19
4.2.0	Code Inspections.....	19
5.0.0	SUBCONTRACTS.....	19
5.1.0	Definitions.....	19
5.2.0	Proposals.....	19
5.3.0	Required Subcontractor’s Qualifications And Subcontract Conditions	19
5.3.1	Subcontractual Relations.....	19
5.3.2	Subcontractual Requirements.....	19
5.4.0	Responsibilities For Acts And Omissions.....	21
5.5.0	Subcontracts To Be Provided.....	21
6.0.0	SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.....	21
6.1.0	Project Substantial Completion Date, Project Final completion Date And Owner Occupancy Date.....	21
6.2.0	Owner Occupancy And Warranties.....	21
7.0.0	GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION.....	21
7.1.0	Guaranteed Maximum Price (GMP) Proposal.....	21
7.2.0	GMP Taxes.....	21

7.3.0	Adjustment In Contingency Contained Within GMP.....	21
ARTICLE	DESCRIPTION	PAGE
7.4.0	Use Of Contingency Contained Within GMP.....	22
7.5.0	Bid Package Budgets.....	22
7.6.0	Delays in Bidding.....	22
8.0.0	CONTRACTOR'S FEE.....	22
8.1.0	Fee.....	22
8.1.1	Preconstruction Phase Fee.....	22
8.1.2	Construction Phase Management Cost.....	22
8.1.3	Overhead And Profit For Construction Phase.....	24
8.1.4	Contractor's Exclusive Remedy.....	24
9.0.0	COST OF THE PROJECT.....	24
9.1.0	Definition.....	24
9.2.0	Project Cost Items.....	24
9.2.1	Direct Purchase By Owner.....	26
10.0.0	CHANGE IN THE PROJECT.....	27
10.1.0	Change Orders.....	27
10.1.1	Change Order Definition.....	27
10.1.2	Acceptable Ways Of Determining Increases Or Decrease In The GMP On Change Orders.....	27
10.1.3	Itemized Accounting On Change Orders.....	27
10.1.4	Adjustments In Unit Prices & GMP Due To Inequitable Quantity Changes.....	27
10.1.5	Concealed Conditions.....	27
10.1.6	Hazardous Materials.....	28
10.2.0	Claims For Additional Cost Or Time.....	28
10.3.0	Minor Changes In The Project.....	28
10.4.0	Emergencies.....	28
11.0.0	DISCOUNTS AND PENALTIES.....	28
11.1.0	Discounts And Penalties.....	28
12.0.0	PAYMENT TO THE CONTRACTOR.....	29
12.1.0	Monthly Statements.....	29
12.2.0	Final Payment.....	29
12.3.0	Payment to Subcontractors.....	29
12.4.0	Delayed Payment By Owner.....	29
12.5.0	Payment For Materials And Equipment.....	30
12.6.0	Withholding Payment To Subcontractors.....	30
13.0.0	INSURANCE, INDEMNITY, AND WAIVER OF SUBROGATION	30
13.1.0	Indemnity.....	30
13.2.0	Contractor's Insurance.....	30
13.3.0	Waiver Of Subrogation.....	32
13.3.1	Damages Caused By Perils Covered By Insurance.....	32
13.3.2	Loss Or Damage To Equipment Covered By Insurance.....	32
13.3.3	Property And Consequential Loss Policies.....	32
13.3.4	Endorsement Of Policies.....	32
14.0.0	TERMINATION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATION.....	32
14.1.0	Termination By The Contractor.....	32
14.2.0	Owner's Right To Perform Contractor's Obligations And Terminat- ion By Owner Without Cause.....	33
14.3.0	Termination By Owner Without Cause.....	33

ARTICLE	DESCRIPTION	PAGE
15.0.0	ASSINGMENT AND GOVERNING LAW.....	34
15.1.0	Assignment Consent.....	34
15.2.0	Governing Law.....	34
16.0.0	NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY.....	34
16.1.0	Governing Provisions.....	34
16.2.0	Written Determination Of Claim.....	34
16.3.0	Exclusive Remedy For Delays.....	34
17.0.0	MISCELLANEOUS.....	34
17.1.0	Interest.....	34
17.2.0	Harmony.....	34
17.3.0	Apprentices.....	35
17.4.0	Invoices Submitted Under Article 9.....	35
17.5.0	Contractor's Project Records.....	35
17.7.0	Public Entity Crime Information Statement.....	35
17.8.0	Public Records.....	35

EXHIBIT	DESCRIPTION	PAGE
A	Construction Team Assigned Representatives.....	38
B	Contractor's Personnel To Be Assigned During Design Phase.....	39
C	Contractor's Personnel To Be Assigned During Construction	40

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT made and entered into on the _____ day of _____, 2022, by and between FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, 1769 East Moody Blvd., Bldg. 2, Bunnell, FL 32110, the Owner, and AJAX BUILDING COMPANY, LLC, 109 Commerce Blvd., Oldsmar, Florida 34677, the Contractor.

For the mutual covenants, conditions, and considerations set forth herein, the parties hereto do hereby agree as follows:

ARTICLE 1 **EXTENT OF AGREEMENT**

The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement and is working as a Contractor through a negotiated fee, Guaranteed Maximum Price methodology as set forth herein. The Contractor covenants to furnish his best skill and judgment as the Contractor with specific expertise in the planning and construction of the office complex facilities, and to cooperate with the Architect-Engineer(s) in furthering the interest of the Owner. He agrees to furnish efficient business administration and superintendence and use his best efforts to complete the Project, as defined herein, in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner.

1.1 The Contractor and the Architect-Engineer, identified below, shall work jointly during the pre-construction phase and through final construction completion and shall be available thereafter should additional services be required. The Architect-Engineer will provide leadership during the pre-construction phase with support from the Contractor who shall control all matters relating to construction.

1.2 This Agreement for the completion of the Flagler County Library Joint Use Facility Flagler County, Florida, between the Owner and the Contractor supersedes any prior negotiations, representations or agreements. When drawings, specifications and other descriptive documents defining the work to be included under a construction authorization or the guaranteed maximum price are complete, they shall be identified in the construction authorization issued by the Owner. This Agreement shall not be superseded by any provisions of such documents. This Agreement may be amended only by written instrument executed by the Owner and Contractor.

1.3 Definitions.

Project: The Project is the total work to be performed under this Agreement. The Project consists of planning, design, permitting, construction and code inspection necessary to build the component parts of the Project identified in plans and specifications as prepared by Rhodes+Brito Architects.

Owner: Flagler County Board of County Commissioners.

Contractor: Ajax Building Company, LLC.

Architect - Engineer: Rhodes+Brito Architects

Estimate: The Contractor's latest estimate of probable Project construction cost.

1.4 Owner's Construction Budget. (\$14,000,000)

For purpose of this Agreement, Owner's Construction Budget shall mean the sum total of all of the Owner's funds budgeted and requested for construction of the Project. The Owner's Construction Budget includes all Contractor fees, costs of the work, and Contractor's construction contingencies as defined in Articles 8 and 9. This acknowledgment of the Owner's budgeted funds is not to be construed as the Contractor's Guaranteed Maximum Price. A Guaranteed Maximum Price will be by separate documentation as outlined in Article 7.

1.5 Owner's Project Budget. (\$16,000,000)

For purpose of this Agreement, Owner's Project Budget shall mean the sum total of all of the Owner's funds

budgeted for the development of the Project including the Owner's Construction Budget, Owner's Contingency and architect's and engineer's design fees, and all other fees, and other costs necessary to develop the Project.

ARTICLE 2
CONTRACTOR'S SERVICES

The Contractor is agreeing to provide all of those services normally performed by a Contractor and necessary to complete the successful construction of the Project. The following is a detailed description of services but is not intended to be totally complete or exhaustive.

2.1 **Project Management Information System (PMIS).**

2.1.1 **General:**

- (1) Commencing immediately after Agreement award, the Contractor shall implement and shall utilize throughout the life of this Agreement all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- (2) The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the work remaining to be accomplished, and it shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and furnished to the Owner and the Architect-Engineer monthly and shall accompany each pay request.
- (3) If requested by the Owner, the Contractor shall conduct a comprehensive workshop in Flagler County, Florida, for participants designated by the Owner and additional seminars as required to provide instruction. This workshop and the seminars shall facilitate each participant's and the Owner's representatives' use and understanding of PMIS.
- (4) The PMIS shall be described in terms of the following major subsystems:
 - (a) Narrative Reporting;
 - (b) Schedule Control;
 - (c) Cost Control and Estimating;
 - (d) Project Accounting;
 - (e) Accounting and Payment;
 - (f) Action Reports.

The above reports shall be submitted at least on a monthly basis.

2.1.2 **Narrative Reporting Subsystem.**

- (1) The Contractor shall prepare written reports as described hereunder. All reports shall be in 8 -1/2" x 11" format. Hard copies and/or electronic at the request of the Owner.
- (2) The Narrative Reporting Subsystem shall include the following reports:
 - (a) A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by the Permitting Authority.
 - (b) A Monthly Cost Narrative describing the current construction cost estimate status of the Project.

- (c) A Monthly Scheduling Narrative summarizing the current status of the overall Project schedule. This report shall include an analysis of the various Project schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
 - (d) A Monthly Accounting Narrative describing the current cost and payment status of the entire Project. This report shall relate current encumbrances and expenditures to the budget allocations.
 - (e) A Monthly Construction Progress Report during the construction phase summarizing the work of the various subcontractors. This report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.
 - (f) A Daily Construction Diary during the construction phase describing events and conditions on site.
- (3) The Reports outlined in subsection (2)(a) through (e) above shall be bound with applicable computer reports and submitted monthly during design and construction phases and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner and the Architect-Engineer. A copy, bound, of the complete diary shall be submitted to the Owner at the conclusion of the Project.

2.1.3 Schedule Control Subsystem.

- (1) Master Project Schedule: Immediately upon execution of this Agreement, the Contractor shall submit a master Project schedule covering the pre-construction, construction, and Owner occupancy of the Project. The master Project schedule shall be produced and updated monthly throughout the Project.
- (2) Construction Schedule: Within thirty (30) days after the date of the Owner's issuance of Notice to Proceed for the construction phase, the Contractor shall prepare and submit to the Owner a construction schedule graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the Project, showing the sequence in which the Contractor proposes for each activity to occur and duration (dates of commencement and completion, respectively) of each activity. Form of the construction schedule shall be Primavera P6 or comparable software, and will be acceptable to the Owner if used by the Contractor; provided, however, that the Owner shall determine whether the construction schedule developed and submitted by the Contractor meets the requirements stated above; and such determination shall be binding on the Contractor. Failure of the Contractor to develop and submit a construction schedule as aforesaid shall be sufficient grounds for the Owner to find the Contractor in substantial default and that sufficient cause exists to terminate the Agreement or to withhold any payment.

Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule which shall be submitted to the Owner in duplicate. Failure of the Contractor to update, revise, and submit the construction schedule as aforesaid shall be sufficient grounds for the Owner to find the Contractor in substantial default and that sufficient cause exists to terminate the Agreement or to withhold payment to the Contractor until a schedule or schedule update acceptable to the Owner is submitted.

- (3) The Contractor shall prepare and incorporate into the schedule database, at the required

intervals, the following schedules:

- (a) Pre-Bid Schedules (Subnetworks): The Contractor shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones keyed to the overall master schedule.
- (b) Subcontractor Construction Schedules (Subnetworks): Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the bid packages, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, shop drawing schedules and material deliveries.
- (c) Occupancy Schedule: The Contractor shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to agency occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

2.1.4 Cost Control Subsystem: The operation of this subsystem shall provide sufficient timely cost data and detail to permit the Contractor to control and adjust the Project requirements, needs, materials, equipment and systems by building and site elements so that construction will be completed at a cost which does not exceed the Owner's Construction Project and, together with all other Project costs, will not exceed the Owner's Construction Budget. Requirements of this subsystem include submissions at the following phases of the Project:

- (a) At completion of Advanced Schematic Preconstruction Phase For Each Item or Bid Package.
- (b) At completion of Design Development Phase for Each Item or Bid Package.
- (c) At completion of 50% Construction Documents Phase For Each Item or Bid Package.
- (d) At establishment of the Guaranteed Maximum Price.

2.1.5 Project Accounting Subsystem: This subsystem shall enable the Contractor to plan effectively and the Owner to monitor and control the funds available for the Project, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable, and also enable the Owner to stay informed. This subsystem will be produced and updated monthly and includes the following reports:

- (1) Costs Status Report representing the budget, estimate, and base commitment (awarded contracts and purchase orders) for any given contract or budget line item. It shall show approved change orders for each contract which when added to the base commitment will become the total commitment. Pending change orders will also be shown to produce the total estimated probable cost to complete the work.
- (2) A Payment Status Report showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), and the balance remaining. A summary of

this report shall accompany each pay request.

- (3) A Detailed Status Report showing the complete activity history of each item in the Project accounting structure. It shall include the budget, estimate, and base commitment figures for each contract. It shall give the change order history including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending or rejected change orders.
- (4) A Cash Flow Diagram showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments.

2.2 Policy and Procedure Manual

- (1) Upon execution of this Agreement, the Contractor shall develop a draft of the comprehensive Policy and Procedure Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of the Contractor, Owner and Architect-Engineer; work flow diagrams; and strategy for bidding the work. The Owner shall have the right to review and approve the Policy and Procedure Manual. The Policy and Procedure Manual may be updated as necessary throughout the pre-construction, construction and Owner occupancy phases, but changes will not be made without the Owner's concurrence. Five copies of the Policy and Procedure Manual and any updates shall be submitted to the Owner and Architect-Engineer. In developing the Policy and Procedure Manual, the Contractor shall coordinate with the Owner and the Architect-Engineer.
- (2) Contents of Policy and Procedure Manual: The Policy and Procedure Manual shall describe in detail the procedures for executing the work and the organizations participating. The Policy and Procedure Manual shall include, as a minimum, the following sections:
 - (a) Project Definition: The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.
 - (b) Project Goals: The schedule, budget, physical, minority participation, technical and other objectives for the Project shall be defined.
 - (c) Project Strategy: A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.
 - (d) Project Work Plan: A matrix display of the program of work to be performed by the Contractor, the Architect-Engineer and the Owner during each phase of the Project.
 - (e) Project Organization: A summary organization chart showing the interrelationships between the Owner, the Contractor and the Architect-Engineer, and other supporting organizations and permitting review agencies. Detailed charts, one each for the Contractor and Architect-Engineer, showing organizational elements participating in the Project shall be included.
 - (f) Responsibility Performance Chart: A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Architect-Engineer, and Contractor. The Responsibility Performance Chart shall indicate major responsibility, and minor

responsibility, for each specific task required to deliver the Project. The Contractor shall develop a similar chart for the personnel within his own organization who are assigned to the Project, and the Architect-Engineer from data supplied by such.

- (g) Flow Diagrams: These charts shall display the flow of information and the decision process for the review and approval of shop drawings and submittals, progress, and change orders and requests for information.
 - (h) Written Procedures: The Contractor will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.
- (3) The Policy and Procedure Manual draft shall be completed and submitted to the Architect-Engineer and Owner prior to payment of any fees under this Agreement.
 - (4) This Policy and Procedure Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Policy and Procedure Manual and this Agreement shall be governed by the latter.

2.3 Design and Review and Recommendations

- (1) Review, Recommendations and Warranty: The Contractor shall familiarize himself thoroughly with the architectural, civil, mechanical, plumbing, electrical, and structural plans and specifications and shall follow the development of Construction Documents. The Contractor shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to the Architect-Engineer and Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall speak to the benefits of the speed of erection and early completion of the Project. Contractor shall furnish pertinent information as to the availability of materials and labor that will be required. The Contractor shall submit to the Owner, Permitting Authority and Architect-Engineer such comments as may be appropriate concerning construction feasibility and practicality. The Contractor shall call to the Owner's and the Architect-Engineer's attention any apparent defects in the design, drawings and specifications or other documents. The Contractor shall prepare estimates of the construction cost utilizing the unit quantity survey method in the CSI format.
- (2) Review Reports: Within 45 days after receiving the Construction Documents, the Contractor shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph (1) above and on factors set out in Article 2.3(7) below. Within the same 45 day period, the Contractor shall submit to the Owner and Permitting Authority, with copies to the Architect-Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as the Contractor may deem appropriate, and all actions taken by the Architect-Engineer with respect to same, any comments the Contractor may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2.3(7) below.

AT THE COMPLETION OF THE CONTRACTOR'S REVIEW OF THE PLANS AND SPECIFICATIONS, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED BY APPROPRIATE COMMENTS PURSUANT TO THIS SECTION, THE CONTRACTOR SHALL WARRANT, WITHOUT ASSUMING ANY ARCHITECTURAL OR ENGINEERING RESPONSIBILITY, THAT THE PLANS AND SPECIFICATIONS ARE CONSISTENT, PRACTICAL, FEASIBLE, AND CONSTRUCTIBLE. THE CONTRACTOR SHALL WARRANT THAT THE WORK DESCRIBED IN THE PLANS AND SPECIFICATIONS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

- (3) Long Lead Procurement: The Contractor shall review the design for the purpose of identifying long

lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Contractor shall notify the subcontractors, Owner and the Architect-Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. As soon as the Architect-Engineer has completed drawings and technical specifications and the Contractor has obtained applicable permitting approval, the Contractor shall prepare invitations for bids. Copies to be supplied to Owner in advance of issuing the invitation to bid for Owner's review. The Contractor shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise Owner and Architect-Engineer of any problems or prospective delay in delivery.

- (4) Separate Contracts Planning: The Contractor shall review the design and shall determine how he desires to divide the sequence of construction activities, and will determine the breakdown and composition of bid packages for award on the current schedule while the design is being completed, and shall supply copy to Owner for his review. He shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the Owner. The Contractor will supply the Owner a copy of the schedule for the Owner's review and approval.

Interfacing

- (a) The Contractor shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items performed without duplication or overlap, sequenced to maintain completion of all work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the work included in that particular separate subcontract, its schedule for start and completion and its relationship to other separate contractors.
- (b) Without assuming any Design responsibilities of the Architect-Engineer, the Contractor shall include in the reports required under Article 2.3(2) comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect-Engineer may arrange for necessary corrections.
- (5) Job-Site Facilities: The Contractor shall arrange for all job-site facilities as required by the Owner and necessary to enable the Contractor and Architect-Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job, the description of which shall be finalized prior to the establishment of the GMP as described in Article 7 below.
- (6) Weather Protection: The Contractor shall ascertain, with concurrence from the Owner, what temporary enclosures, if any, of building areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced.
- (7) Market Analysis and Stimulation of Bidder Interest:
- (a) The purpose of this subsection is to ensure that the Contractor makes a genuine effort to stimulate interest in the Project and maximize participation of potential qualified subcontractors in the bidding process. The Contractor shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project; he shall make analysis as necessary to (1) determine and report on availability of

labor, materials, equipment, potential bidders, and possible impact of any shortages or surpluses of labor or material, and (2) in light of such determination, make recommendations and take action as may be appropriate with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction, and other matters that will promote cost savings and completion within the schedule time.

- (b) Within thirty (30) days after execution of this Agreement, the Contractor shall submit a Written Construction Market Analysis and Prospective Bidders Report. As various bid packages are prepared for bidding, the Contractor shall submit to the Owner and Architect-Engineer, a list of potential bidders. The General Contractor shall be responsible to stimulate bidder interest in the local marketplace and identify and encourage bidding competition.
- (c) The Contractor shall carry out an active program of stimulating interest of qualified contractors in bidding on the work and of familiarizing those bidders with the requirements of this Project.

2.4 Construction Phase.

- (1) Contractor's Staff: The Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Contractor to coordinate, inspect and provide general direction of the work and progress of the subcontractors, and he shall provide no less than those personnel during the respective phases of construction as set forth in Exhibit C. The Contractor shall not change any of those persons named unless mutually agreed to by the Owner and Contractor. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel.
- (2) Lines of Authority: The Contractor shall establish and maintain lines of authority for its personnel, and shall provide this definition to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority, the subcontractors, and the Architect-Engineer to provide general direction of the work and progress of the various phases and subcontractors. The Owner and Architect-Engineer may attend meetings between the Contractor and his subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontract(s).
- (3) Schedule and Policy and Procedure Manual Provision-Construction Phase: The Contractor shall provide the Owner, its representatives and the Architect-Engineer with copies of the Policy and Procedure Manual (total number of copies not to exceed 6) developed and updated as required by Article 2.2 expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. The Contractor shall also continue to provide current scheduling information and provide direction and coordination regarding milestones, beginning and finishing dates, responsibilities for performance and the relationships of the Contractor's work to the work of his subcontractors and suppliers to enable them to perform their respective tasks so that the development of construction progresses in a smooth and efficient manner in conformance with the overall Project schedule. The schedule shall include all phases of the construction work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Contractor shall advise the Owner, its representatives, and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one week notice unless such notice is made impossible by conditions beyond his control. The Contractor shall hold jobsite meetings at least once each month with the Construction Team and at least once each week with the subcontractors and the Architect-Engineer's Field Representative, or more frequently as required by work progress, to review progress, discuss problems and their solutions and coordinate future work with all subcontractors. Owner's representatives may

attend any of these meetings, although the parties recognize that issues with particular subcontractors should preferably be subject to an ad hoc meeting with the Contractor and Owner along with the subcontractor as deemed appropriate.

(4) Solicitation of Bids

- (a) The Contractor shall prepare invitations for bids for all procurement of long lead items, materials and services, for subcontractor contracts and for site utilities. The Owner shall have the right to review invitation for bids and bid packages prior to distribution to bidders. The Owner shall be in attendance at bid openings.
- (b) As part of such preparation, the Contractor shall review the specifications and drawings prepared by the Architect-Engineer. Ambiguities, conflicts or lack of clarity of language, use of illegally restrictive requirements, and any other defects in the specifications or in the drawings noted by the Contractor shall be brought to the attention of the Owner and Architect-Engineer in written form.
- (c) For each separate construction contract, the Contractor shall, unless waived by Owner, conduct a pre-bid conference with prospective bidders and shall invite the Architect-Engineer to such conferences. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Contractor shall transmit these to the Architect-Engineer and upon receiving clarification or correction in writing shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
- (d) The Contractor shall publicly advertise in accordance with the Flagler County Purchasing Policy all subcontractor work and shall receive all bids at the pre-noticed time and place. The Contractor shall open and review all sealed bids and enter into contract with those lowest responsive bidders, previously determined to be qualified by the Contractor. The Contractor shall establish a pre-qualification procedure for applicable subcontract trades and shall provide a listing of a minimum of three contractors found to be qualified to bid for each bid package.
- (e) If approved by the Owner, the Construction Manager may negotiate with a potential subcontractor for performance of the work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit.

(5) Bond: In accordance with the provisions of Section 255.05, Florida Statutes, the Contractor shall provide to the Owner, on forms approved by the Owner, a 100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount not less than the total Guaranteed Maximum Price. The surety shall be rated as A- or better by Best's key guide, current edition.

(6) Quality Control: The Contractor shall develop and maintain a program, acceptable to the Owner and Architect-Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the plans and specifications, and he shall continue to exert his influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work. Should a disagreement occur between the Contractor and the Architect-Engineer over the acceptability of the work, the Owner, at its sole discretion, shall have the right to determine the acceptability.

(7) Subcontractor: The Contractor shall solely control the subcontractors. The Contractor shall negotiate all change orders, field orders and request for proposals, with all affected subcontractors and shall review the costs of those proposals and advise the Owner and Architect-Engineer of their validity and

reasonableness, acting in the Owner's best interest, prior to requesting approval of each change order from the Owner. Before any work is begun on any change order, a written authorization from the Owner must be issued. However, when there is an eminent threat to health and safety, and Owner's concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect-Engineer for review and actions. The Architect-Engineer will transmit them back to the Contractor who will then issue the shop drawings to the affected subcontractor for fabrication and revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect-Engineer to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a suspense control system to promote timely response. The Contractor shall tell the Architect-Engineer which shop drawings or requests for clarification have the greatest urgency and need to be responded to first, the purpose being to enable the Architect-Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect-Engineer when timely response is not occurring on any of the above.

(8) Permits: The Contractor shall secure all necessary building permits from the Permitting Authorities and all necessary utility connection permits, the cost of which will be considered a direct cost item to be paid by Owner. The Owner shall fully cooperate with the Contractor where necessary.

(9) Job Site Requirements:

(a) The Contractor shall provide for each of the following activities as a part of his General Conditions & Services and Fee:

1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.
4. Provide labor relations management for a harmonious, productive Project.
5. Provide and administer a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with the best acceptable practice.
6. Provide and administer a quality control program as developed under Article 2.4(6) hereinabove.
7. Provide miscellaneous office supplies that support the construction efforts which are consumed by his own forces.
8. Provide for travel to and from his home office to the Project site and Flagler County as the Project requires.

(b) The Contractor shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following as a direct cost item:

1. Services of independent testing laboratories and provide the necessary testing of materials to ensure conformance to contract requirements.

2. Printing and distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

(10) Job Site Administration: The Contractor shall provide as part of his job site fee, job site administrative functions during construction to assure proper documentation, including but not limited to the following:

- (a) Job Meetings: Hold weekly progress and coordination meetings to provide for an easy flowing and timely completed Project. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing, labor allocation, etc. Review and coordinate each subcontractor's work. Review and implement revisions to the Schedule. Monitor and promote safety requirements. In addition, a regular monthly Project status meeting will be held between the Architect, Owner, and Contractor.

Use the job site meetings as a tool for preplanning of work and enforcing schedules and for establishing procedures, responsibilities, and identification of authority for all to clearly understand.

Identify party or parties responsible for follow up on any problems, delay items, or questions, and record course for solution. Revisit each pending item at each subsequent meeting until resolution is achieved. Require all present to make any problems or delaying event known to those present for appropriate attention and resolution.

- (b) Shop Drawing Submittals/Approvals: Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Architect-Engineer of such drawings for action, and closely monitor their submittal and approval process.
- (c) Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors and maintain a material and equipment expediting log.
- (d) Payments to Subcontractors: Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.
- (e) Document Interpretation: Refer all questions for interpretation of the documents prepared by the Architect-Engineer to the Architect- Engineer in written form (RFI).
- (f) Reports and Project Site Documents: Record the progress of the Project. Submit written progress reports to the Owner and the Architect-Engineer, including information on subcontractors' work, and the percentage of completion. Keep a daily log available to the Owner, the Architect-Engineer, and the Permitting Authority inspectors.
- (g) Subcontractors Progress: Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.
- (h) Substantial Completion: Ascertain when the work or designated portions thereof are ready for the Architect-Engineer's substantial completion inspection. From the Architect-Engineer's list of incomplete or unsatisfactory items, prepare a schedule for their completion indicating completion dates for the Owner's review. If the Contractor wishes the Architect-Engineer to conduct a pre-substantial completion inspection in conjunction with the Contractor's own forces, the Architect-Engineer will prepare the pre-substantial punch list from which the

Contractor will develop a completion schedule. The Architect-Engineer will issue a certificate of substantial completion when work on the Architect-Engineer's pre-substantial punch list has been accomplished.

- (i) Final Completion: Monitor the subcontractor's performance on the completion of the Project and provide notice to the Owner and Architect-Engineer that the work is ready for final inspection. Secure and transmit to the Owner, through the Architect-Engineer, all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books including the Final Completion form.
 - (j) Start-up: With the Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the subcontractors.
 - (k) Record Drawings: The Contractor shall monitor the progress of his own forces or his subcontractors on marked up field prints which at Project completion shall be sent to the Architect-Engineer and Owner.
 - (l) Close Out Audit by Owner: The Owner shall perform an independent audit of Construction Project expenditures as a direct cost item from Owner's Project Budget, to be paid by Owner. Such audit shall be performed within 6 months following project completion, and Contractor shall cooperate with such audit, and maintain all records for same. Such audit is required by the Owner's financial policy controls.
- (11) Administrative Records: The Contractor will maintain at the job site, originals or copies of, on a current basis, files and records such as, but not limited to the following:

Contracts or Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Request
Payment Request Records
Meeting Minutes
Cost-Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction
Daily Progress Reports
Monthly Progress Reports
Correspondence Files
Transmittal Records

Inspection Reports
Daily Logs
Bid/Award Information
Bid Analysis and Negotiations
Punch Lists
PMIS Schedule and Updates
Suspense (Tickler) Files of Outstanding Requirements
Policy and Procedure Manual

The Project records shall be available at all times to the Owner and Architect-Engineer for reference or review.

(12) Agent Occupancy

The Contractor shall provide services during the pre-construction and construction phases, which will provide a smooth, successful, and timely Owner occupancy of the Project. The Contractor shall provide consultation and Project management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the contractors, "on line" in such conditions as will satisfy Owner operations requirements.

The Contractor shall conduct the preliminary punch list inspection with the Owner and Architect-Engineer and shall coordinate the completion of all punch list work to be done with the Owner occupancy requirements in mind. The Owner and/or Architect-Engineer may also prepare a punch list which shall also be timely completed by the Contractor.

The Contractor shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The Contractor shall provide operations training, in equipment use, for building operators.

The Contractor shall secure required guarantees and warranties, assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.

The Contractor shall continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible.

(13) Warranty:

The Contractor will warrant that all labor and materials conform to the plans and specifications and that all work has been performed in a competent and workmanlike manner and consistent with good building practices. The Contractor will further warrant that all materials and equipment are new and of good quality and free from defects. With respect to the same work, the Contractor further agrees to correct all work found by the Owner to be defective in material and workmanship or not in conformance with the Drawings and Specifications for a period of one year from the Date of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Contractor shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract documents. Also, the Contractor shall conduct, jointly with the Owner and the Architect-Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion.

Except for the warranties stated in this Article 2.4(13), Contractor makes no other warranties expressed or implied and ANY IMPLIED OR STATUTORY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

ARTICLE 3
OWNER'S RESPONSIBILITIES

- 3.1 Owner's Information: Upon request, the Owner shall provide information regarding his requirements for the Project to the Contractor.
- 3.2 Owner's Representative: The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines of Owner authority to approve Project Construction Budgets, and changes in Project. He shall render decisions promptly and furnish information expeditiously. The Owner shall inform the Contractor if a change is made in the Owner's Representative.
- 3.3 Architect-Engineer's Agreement: The Architect-Engineer's services, duties and responsibilities are described in the Agreement between the Owner and the Architect-Engineer, a copy of which will be furnished to the Contractor. The Contractor shall be notified of any written modification affecting the responsibilities of the Architect-Engineer on the job.
- 3.4 Site Survey and Reports: The Owner shall provide to the Contractor and/or the Architect-Engineer all surveys in his possession describing the physical characteristics, soil reports, subsurface investigations, utility locations, easements and deed restrictions and legal descriptions.
- 3.5 Approvals and Easements: The Owner agrees to pay for the expense for any disputes relating to the ownership and use of the property which might arise during the course of construction.
- 3.6 Drawings and Specifications: The Contractor will be furnished a reproducible set of all copies of Drawings and Specifications reasonably necessary and ready for printing.
- 3.7 Cost of Surveys & Reports: The services, information, surveys and reports required by Article 3.4 shall be furnished with reasonable promptness in accordance with the approved schedule at the Owner's expense.
- 3.8 Project Fault Defects - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the drawings and specifications, he shall give prompt written notice thereof to the Contractor and Architect-Engineer.
- 3.9 Funding - The Owner shall furnish in accordance with the established schedule, reasonable evidence satisfactory to the Contractor that sufficient funds will be available and committed for the cost of each part of the Project. The Contractor shall not commence any work, unless authorized in writing by the Owner
- 3.10 Lines of Communication: The Owner and Architect-Engineer shall communicate with the subcontractors or suppliers only through the Contractor. The Owner and Architect-Engineer shall not attempt to direct the work of any subcontractor or interfere with work of the Contractor or any subcontractor.
- 3.11 Lines of Authority - The Owner shall establish and maintain lines of authority for his personnel and shall provide this definition to the Contractor and all other affected parties.
- 3.12 Permitting and Code Inspections: The Contractor recognizes and agrees to coordinate with the Permitting Authorities, and the Owner shall assist in such coordination to the extent practicable.

ARTICLE 4
PERMITTING AND INSPECTION

Before Construction can begin, it will be necessary for the Contractor to obtain a Building/Development Permit(s). In addition, construction may be inspected for code compliance by inspectors working for the Permitting Authority. The building permitting and code inspection requirements shall be as described in Articles 4.1 through 4.2 hereinafter.

4.1 **Building Permits:** The Contractor will be required to provide the following information to the Permitting Authority and obtain approval from the Permitting Authority prior to beginning construction:

- (1) Two (2) sets of documents, signed, sealed, and dated by the Architect-Engineer, with all addenda enclosed with each set. These documents may be sent to the Permitting Authority prior to sending the Building Permit Application.

4.2 **Code Inspections:** All projects require detailed code compliance inspection during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building.

The Contractor shall notify the appropriate inspector(s), or the Architect-Engineer's representative, no less than 24 hours in advance, that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection, if or when directed by the Permitting Authority, at the Contractor's sole expense.

The Contractor shall have a written record of the Contractor's acceptance of periodic inspections made by the Contractor's forces. The Architect-Engineer shall also inspect such Work and sign off on a form provided by the Contractor.

All inspections shall be made for conformance with the applicable building codes and Architect-Engineer prepared drawings and specifications.

Cost for all re-inspections of work found defective and subsequently repaired shall be borne by the Contractor.

ARTICLE 5 **SUBCONTRACTORS**

5.1 **Definition:** A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any work at the site. Nothing contained in this Agreement or in any Contract Document does or shall create any contractual relation between the Owner or Architect-Engineer and any subcontractor.

5.2 **Proposals:** Subject to Article 9 and, in accordance with Article 2.4(4), the Contractor shall request and receive proposals from subcontractors and suppliers and shall award those contracts to the lowest responsive bidder after the Contractor has reviewed each proposal and is satisfied that the subcontractor is qualified to perform the work.

5.3 **Required Subcontractors' Qualifications and Subcontract Conditions:**

5.3.1 **Subcontractual Relations:** By an appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by these Documents, assumes toward the Owner and the Architect-Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights. The Contractor shall require each subcontractor to enter into similar agreements with his lower tier contractors.

Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Article 5.3. Each subcontractor shall similarly make copies of such Documents available to his sub subcontractors.

5.3.2 (1) On all subcontracts where the bid exceeds \$100,000, the Contractor may require subcontractors to provide a 100% performance bond and a 100% labor and material payment

bond or other acceptable security from a surety company authorized to do business in the State of Florida by the Department of Insurance. If the contractor wishes to award subcontracts to contractors unable to supply this bonding, he may request special authorization to do so. Upon providing justifiable background information, such authorization shall not be withheld unreasonably.

- (2) Subcontract bidders must submit a completed experience questionnaire and financial statement on a form approved by the Contractor to the Contractor. The subcontractors' financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the subcontract.
- (3) Workforce - The subcontractor must agree to perform no less than 15% of the Project construction work utilizing its own employees.
- (4) Subcontractor experience - The subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five years.
- (5) Supervision - The subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical and roofing) included in the subcontract. In addition, the subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years.

The subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.

- (6) All subcontracts shall provide:
 - (a) Limitation of Remedy - No Damages for Delay: That the subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect-Engineer or attributable to the Owner or Architect-Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time.

In the event of a change in the work, the subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 15% for overhead and profit and bond costs.

The subcontract shall require that the subcontractor expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses, or additional compensation.
 - (b) Each subcontract shall require that any claims by subcontractor for delay or additional cost must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.
 - (c) The subcontract will be exclusively with the Contractor and will contain the necessary provision to allow the Contractor to control the performance of the work.

- (7) Subcontractor Compliance – Contactor is responsible to insure that its agreements with subcontractors include provisions that compel them to perform their services in full compliance with all laws, rules, and regulations, including but not limited to licensure, E-Verify, workers compensation, and with employment laws governing discrimination in employment.
- 5.4 Responsibilities for Acts and Omissions: The Contractor shall be responsible to the Owner for the acts and omissions of his employees and agents and his subcontractors or their sub-subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Contractor.
- 5.5 Subcontracts to be provided: The Contractor shall include a copy of the subcontract, including the general supplementary conditions, in the Owner approved Policy and Procedure Manual.

ARTICLE 6
SCHEDULE, TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 6.1 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 7, a Project substantial completion date, a Project final completion date and an Owner Occupancy date for completion of the Project in accordance with the master Project schedule and for occupancy by the Owner, shall also be established by the Construction Team. The Contractor agrees to complete the construction in accordance within the agreed upon substantial completion date. The Contractor acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. The Contractor shall be assessed liquidated damages in the amount of \$1,000.00 per calendar day for each day completion is extended beyond the agreed upon completion date. Liquidated Damages shall be limited to a value equal to 75% of the fee established in Article 8.1.3. The Contractor and Owner hereby waive all other rights against each other for consequential damages resultant from any delay caused by either party except as provided for in Article 8.1.2(4).
- 6.2 The date of Substantial Completion of the Project or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Drawings and Specifications so the Owner can occupy or utilize the Project or designated portions thereof for the use for which it is intended. Warranties called for by this Agreement or by the Drawings and Specifications shall commence on the Date of Substantial Completion of the Project or designated portion thereof.

ARTICLE 7
GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION

- 7.1 At such time designated by the Owner, the Contractor will establish and submit in writing to the Owner for its approval, a Guaranteed Maximum Price (“GMP”), guaranteeing the maximum price to the Owner, for the construction cost of the Project or designated part thereof. Such Guaranteed Maximum Price shall only be subject to modification for changes in the Project as provided in Article 10. However, the actual price paid for the work by the Owner shall either be: (1) the actual cost of all subcontracts, supply contracts, general conditions fee and direct job costs, as defined under Article 9, plus the Contractor’s fees, or (2) the GMP, whichever is the lesser when the work is finally complete.
- 7.2 The GMP will include those applicable taxes in the cost of the Project which are legally enacted at the time the GMP is established. Should any taxes be enacted after the GMP, then the GMP shall be increased by the same amount.
- 7.3 When the Project is bid and 100% of the Subcontracts have been executed, the contingency within the GMP shall be decreased in proportion to the percent of the work as it is completed. In other words, if 10% of the work has been completed and all Subcontracts have been executed, and the Owner requests that the

contingency within the GMP be adjusted, then 10% of the contingency within the GMP will be removed from the GMP by change order. At such time that the contingency equals 10% of its original sum, no further funds will be deducted by change order until the Project is 100% complete and accepted.

- 7.4 At the time of submission of a GMP, the Contractor will verify the time schedule for activities and work which were adopted by the Construction Team and used to determine the Contractor's cost of work. In addition to the cost of work, a GMP will include an agreed-upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, subject to the Owner's approval. The Contractor will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Construction Team, included in the Policy and Procedure Manual, and displayed monthly in the PMIS. If bids are received below the applicable line items in the GMP the surplus will be added to the contingency, until or unless released pursuant to Article 7.3. If bids are received above the applicable line item in the GMP the deficiency will be taken from contingency; however, such events shall not be cause to increase the GMP. It is understood and agreed between the parties, that the line item contingency amount is to be used in the discretion of the Contractor, provided however, that any such sums shall be expended for the cost of the Project as defined by Article 9 of this Agreement and with the Owner's approval which approval shall not be unreasonably withheld.
- 7.5 If any bid package consistent with the Outline Specifications for which the lowest price submitted by a Subcontractor is in excess of the amount allocated by the Contractor for such bid package, (unless Owner through Change order changes the Scope of Work and the GMP) one of the following shall occur: (1) the price of the bid package shall be negotiated, subject to Owner's approval, with the lowest responsive bidder, or (2) re-bid to the end that such bid package becomes equal to, or less than Contractor estimate for that package, or (3) at Contractor's option, the Contractor may perform the work under a separate arrangement in order to protect the GMP; or (4) at the Owner's sole option to achieve such price equality, Owner may require Architect-Engineer to make certain changes in the Drawings and Specifications as are necessary to bring that particular package into line, consistent with Owner's program and the Project's financial feasibility.
- 7.6 Delays resulting from re-bid caused by any action, inaction, or negligence by the Contractor shall not be grounds for extension of substantial completion.

ARTICLE 8
CONTRACTOR'S FEE

- 8.1 In consideration of the performance of this Agreement, the Owner agrees to pay the Contractor, as compensation for his services, fees, as set forth in Subparagraphs 8.1.1, 8.1.2 and 8.1.3.

8.1.1 Design Phase Fee - For the performance of the services set forth under Articles 2.1.3(1), 2.3(1) and 2.3(2) and for profit and overhead related to these services, a total fixed fee of \$75,000.00 (Seventy-Five Thousand Dollars Even). The Design Phase fee is based on constructability reviews, value engineering and estimates of probable costs and shall be paid as follows:

At submittal of Schematic Phase Documents estimate	\$19,964.00
At submittal of Design Development phase Documents estimate	\$18,733.00
At submittal of 50% Working Drawings constructability review	\$12,106.00
At submission of GMP based on 100% bid documents	\$24,197.00

The Contractor's personnel to be assigned during this phase and their duties and responsibilities to this Project and the duration of their assignments are shown on Exhibit B.

8.1.2 Construction Phase General Conditions Fee: For the performance of the services set forth in the plans and specifications for the construction of the Flagler County Library Joint Use Facility a total fixed fee of \$__TBD at GMP__ which is part of the GMP, will be paid to the Contractor in the following

manner:

- (1) The construction phase general conditions fee shall be invoiced and paid in __ (TBD No. Months) __ monthly payments of __ (\$TBD Amount) __ each and one final monthly payment of __ (\$TBD Amount) __.
- (2) The first monthly payment shall become due thirty days following the issuance of the first construction authorization.

If the design and construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. Contractor and Owner will consider means and methods to expedite Project completion. This includes authority for the parties, including the Architect-Engineer, to agree to certain work being performed prior to finalization of the GMP.

- (3) Costs and Expenses Included in Fee: The following are included in the Contractor's fee for services during the Construction Phase:

- (a) Salaries or other compensation of the Contractor's employees at his principal office and branch office.

The Contractor's personnel to be assigned during the construction phase, their duties and responsibilities to this Project and the duration of their assignments are shown on Exhibit C.

- (b) General operating expenses related to this Project of the Contractor's principal and branch offices.

- (c) The costs of all data processing staff.

- (d) Salaries or other compensation of the Contractor's employees at the job site. The Contractor's personnel to be assigned to the site during the Construction Phase under the job site management and supervision fee, their duties and responsibilities and the duration of their assignment are shown on Exhibit C.

- (e) General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.

- (f) Those services set forth in Article 2.4(9)(a).

- (g) Job office supplies - includes paper, pencils, paper clips, file folders, staples, etc., and janitorial supplies (photocopy or blue print paper not included).

- (h) Relocation expenses for Contractor's personnel working on the job site paid on a per diem basis to employee.

- (4) Adjustment in Fee - For changes in the Project as provided in Article 10, the construction phase fee shall be adjusted as follows:

- (a) The Contractor shall be paid additional General Conditions as provided below if the Contractor is placed in charge of the reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from acts of omission or commission or negligent acts by the Contractor, subcontractors or others for whose acts the Contractor is responsible.

- (b) Should the duration of the construction as specified in this contract be extended beyond TBD months after the Notice to Proceed after the GMP, receipt of final drawings and specifications and receipt of all necessary permits, whichever is later, due to no fault of the Contractor (including as listed for force majeure causes or events in Article 10.2), the Contractor's general conditions shall be increased by \$ TBD at GMP per working day (working day shall mean Monday through Friday, exclusive of any legal holiday) for each day or portion thereof adjusted by executed change orders. Up to \$ TBD at GMP per day will be limited to only 20 consecutive working days. Should Owner elect, with the Contractor's concurrence, to reduce the on-site staff level, then the extended general conditions shall be re-negotiated to reduce the daily costs provided above.

8.1.3 Overhead and Profit Fee for Construction Phase - For overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, the fixed fee shall be 4.2% of GMP and converted to a lump sum at approval of GMP, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials and less retainage, as it bears on the latest estimate of the total construction cost or to the GMP or to the Owner's construction Budget, whichever is less. The balance of the fee shall be paid when construction of the Project is finally completed, inspected and approved by the Owner. If construction is authorized only for a part of the Project, the fee paid shall be proportionate to the amount of work authorized by the Owner. The Contractor's exclusive remedy for any adjustments in the Overhead and Profit for construction phase is provided in Article 8.1.4.

8.1.4 Contractor's Exclusive Remedy - In the event the construction Substantial or Final Completion date is extended, regardless of whether delay is caused by any act or neglect of the Owner or the Architect-Engineer, or attributable to the Owner or the Architect-Engineer, the Contractor's sole and exclusive remedy is an extension of the construction completion date and payment of additional general conditions and Overhead and Profit fees as outlined herein.

ARTICLE 9
COST OF THE PROJECT

9.1 Definition - The terms, Cost of the Project or Project Costs, include and shall mean expenses necessarily incurred in the Project during the construction Phase for Construction services and which are paid by the Contractor which are not included in the Construction Phase Fee. The Owner agrees to pay the Contractor for the Cost of the Project as defined in Article 9. Such payment shall be in addition to the Contractor's fees stipulated in Article 8.

9.2 Direct Cost Items

- (1) Wages paid for labor (as opposed to wages paid to management or supervisory personnel) in the direct employ of the Contractor in the performance of his work under Agreement, times a multiple of 1.49 to cover fringe benefits.
- (2) Cost of all materials, supplies, and equipment incorporated in the Project, including costs of transportation and storage thereof.
- (3) Payments due to subcontractors from the Contractor or made by the Contractor to subcontractors for their work performed pursuant to contract under this Agreement.
- (4) Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work, cost on such items used but not consumed which may be turned over to the Owner at the end of the Project, and cost less salvage value on

such items used but not consumed which remain the property of the Contractor. For those items to be turned over to the Owner at the end of the Project, Article 2.3(5) shall apply.

- (5) Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Contractor or other, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of subcontractor or the Contractor's own forces in the performance of the work, at rental charges consistent with those prevailing in the area.
- (6) Cost of the premiums for all insurance and cost of premiums for all bonds which the Contractor is required to procure by this Agreement specifically for the construction Project. This includes any subcontractor bonds the Contractor deems appropriate.
- (7) Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Contractor is liable.
- (8) The cost of corrective work subject, however, to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the Contractor or his subcontractors or suppliers.

No costs shall be paid by the Owner to the Contractor for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the Contractor.

- (9) Minor expenses at the site, such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.
- (10) Costs for trash and debris control and removal from the site.
- (11) Cost incurred due to an emergency affecting the safety of persons and property.
- (12) Legal costs reasonable and properly resulting from prosecution of the Project for the Owner, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations:
 - (a) The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and
 - (b) The legal costs were not incurred as a result of the Contractor's own negligence or default.

This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Contractor itself, for change orders or in enforcing the obligations of this Agreement.

- (13) All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the Contractor's fees as set forth in Article 8.
- (14) If requested by the Owner, the Contractor will perform all or a portion of the General Conditions for the cost of the work.
- (15) If approved by the Owner, the Contractor, when qualified, may perform all or a portion of

the work for any items listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the work.

- (16) Transportation outside of Flagler County for those personnel employed directly for the Project, not including relocation expenses. Such transportation must be approved in advance by the Owner and may be in accordance with the Contractor's standard personnel policy but not exceeding the limits established by Florida Statutes §112.061.
- (17) Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the Project.
- (18) Costs for watchman and security services for the Project.
- (19) Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space.
- (20) Costs for such temporary facilities during construction, as approved by the Owner, including temporary water, heat, power, sanitary facilities, telephones, radios, and computers with software.
- (21) Costs for any jobsite items not referenced herein, not normally provided by the subcontractors, which will be provided by the Contractor as required to complete the work.
- (22) 35% percent of the savings below the GMP (excluding savings due to sales tax savings from owner direct purchases) shall be paid to the Contractor as compensation for being responsible for bringing the Project in under budget. The savings to be paid is based on aggregate savings over the duration of the Project as confirmed by the Owner's audit.

9.2.1 Direct Purchase by Owner:

Each Subcontractor shall include Florida State and other applicable sales taxes for all material, supplies and equipment included in his bid.

The Owner may, if not prohibited by law, exercise a right to purchase directly various construction materials, supplies and equipment that may be a part of the subcontract. If so, the Owner will, via his purchase orders, purchase materials and assist the Contractor in the preparation of such purchase orders. The materials shall be purchased from the vendor suppliers selected by the Subcontractor, for the prices negotiated by the Subcontractor. The Contractor will prepare all purchase orders for the Owner and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the Project.

The subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the Subcontractor or Contractor of any of his responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. The Contractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning and all applicable warranties.

The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Contractor. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order. The premium cost of this supply bond shall not be included in the bid price. Verifying that a designated material supplier can furnish a

supply bond (if required) will be the responsibility of the Subcontractor.

ARTICLE 10
CHANGE IN THE PROJECT

- 10.1 Change Orders: The Owner, without invalidating this Agreement, may order changes in the Project within the general scope of this Agreement consisting of additions, deletions, or other revisions, with the GMP and the Construction Completion Date being adjusted accordingly. All changes in the Project not covered by an authorized contingency shall be authorized by Change Order signed by the Owner before the change is implemented.
- 10.1.1 A Change order is a written order to the Contractor signed by the Owner issued after the execution of this Agreement, authorizing a Change in the Project and/or an adjustment in the construction authorization, the Contractor's fees, or the Construction Completion date.
- 10.1.2 The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Project shall be determined in one or more of the following ways:
- (1) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect-Engineer and Owner;
 - (2) By unit prices stated in the Agreement or subsequently agreed upon;
 - (3) By cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or
 - (4) By the method provided in Subparagraph 10.1.3.
- 10.1.3 If none of the methods set forth in Clauses 10.1.2(1), (2), and (3) are agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner through the Architect-Engineer will establish an estimated cost of the work and the Contractor shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 10.1.2 above, the Contractor shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data of the increase in the cost of the Project as outlined in Article 9. The amount of the decrease in the Guaranteed Maximum Price to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.
- 10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Guaranteed Maximum Price shall be equitably adjusted.
- 10.1.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at a variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 10.2.

- 10.1.6 (1) In the event the Contractor encounters on the site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect-Engineer in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the Owner and the Contractor if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the site has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with the final determination by the Project Design Professional.
- (2) The Contractor shall not be required under the terms of the Contract to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances.

10.2 Claims for Additional Cost or Time.

The Contractor shall submit a change order for all claims for additional cost or time.

If the Contractor is delayed at any time in the progress of the work by any act or negligence of the Owner or the Architect-Engineer, or of any employee of either or by any separate contractor employed by the Owner or by any changes ordered in the work necessitated by labor disputes, fire, unavoidable casualties, the shortage of material or labor resulting from domestic or foreign government actions, quarantines, or regulations and notwithstanding the Contractor's and its Subcontractor's readiness and ability to pay the fair market value and/or reasonable wages and benefits therefor or any causes beyond the Contractor's control or by delay authorized by the Owner pending resolution of disputes, and such delay extends the completion date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Owner may determine.

Only delays which are determined to extend the critical path for the schedule for constructing the Project will result in a time extension.

10.3 Minor Changes in the Project

The Architect-Engineer shall have authority to order minor changes in the Project not involving a change in cost or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications, and the Contractor shall abide by and perform such minor changes. Such changes shall be affected by written order. Documentation of changes shall be determined by the Construction Team, included in the Policy and Procedure Manual and displayed monthly in the PMIS. Such changes shall be approved by the Owner and Architect-Engineer.

10.4 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guarantee Maximum Price or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 10.

ARTICLE 11
DISCOUNTS

- 11.1 All discounts for prompt payment shall accrue to the Owner to the extent the Cost of the Project is paid directly by the Owner, or from a fund made available by the Owner to the Contractor for such payments. To the extent the Cost of the Project is paid with funds of the Contractor, all cash discounts shall accrue to the Contractor. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Project. All penalties incurred due to fault of the Contractor for late payment of cost of the Project will be paid by the Contractor.

ARTICLE 12
PAYMENTS TO THE CONTRACTOR

- 12.1 Monthly Statements - The Contractor shall submit to the Owner a sworn statement, along with the cost reports required under Article 2.1.5, showing in detail all monies paid out, costs accumulated or cost incurred on account of the Cost of the Project during the previous period and the amount of the Contractor's fees due as provided in Article 8. This data shall be attached to the partial pay request form. Payment by the Owner to the Contractor of the statement amount shall be made, in accordance with the Florida Local Government Prompt Payment Act, after approval of the Architect-Engineer and the Owner. Ten percent (10%) retainage shall be held, until the contract is fifty percent (50%) complete; except, when approved by the Owner certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. At the point when retainage held by the Owner is equal to 5% of the Guaranteed Maximum Price, the Owner may elect to limit retainage deductions to that necessary to maintain a retainage level of 5% of the Guaranteed Maximum Price. Retainage shall not be withheld on fees or services set forth in Article 8.1.1 and 8.1.2.
- 12.2 Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 45 days after the Project is delivered to the Owner, finished and ready for beneficial occupancy, or when the Owner occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this Agreement substantially performed. However, if there should remain work to be completed, the Contractor and the Architect-Engineer shall list those items prior to receiving final payment and the Owner may retain a sum equal to 200% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, Owner shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.
- 12.3 Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the Owner, pay all the amount due subcontractors less a retainage of ten percent (10%) until the Project is fifty percent (50%) complete; and, based on Contractor's evaluation of the subcontractor's acceptable performance, the Owner may approve a reduction in retainage from 10% to 5% thereafter. If there should remain items to be completed, the Contractor and Architect-Engineer shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 200% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, the Contractor shall pay to the subcontractors, monthly, the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the Owner's operating and maintenance personnel is complete.
- Final payment may be made to certain select subcontractors whose work is satisfactorily completed prior to the total completion of the Project but only upon approval of the Owner.
- 12.4 Delayed Payments by Owner - If the Owner should fail to pay the Contractor within twenty-five days after the receipt of a payment request from the Contractor that has been approved by the Architect-Engineer, then the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect-Engineer stop the Project until payment of the Amount owing has been received. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the progress of the Project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

- 12.5 Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the Owner on each occasion).
- 12.6 Withholding Payments to Subcontractors - The Contractor shall not withhold payments to subcontractors if such payments have been made to the Contractor. Should the need, as solely determined by the Contractor, to withhold payments to subcontractors occur, for any reason, the Contractor shall immediately return such monies to the Owner, adjusting pay requests and Project bookkeeping as required.

ARTICLE 13
INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION

13.1 Indemnity

- (1) The Contractor agrees to indemnify, hold harmless, and defend the Owner, Owner's representatives, and Architect-Engineer from and against any and all claims for bodily injury and property damage (other than property insured under Article 13.2(3)) caused directly or indirectly by the Contractor's operations under this Agreement.
- (2) The Owner shall cause any other contractor who may have a contract with the Owner to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the Owner and the Contractor and hold them harmless from all claims for bodily injury and property damage (other than property insured under Paragraph 13.2(3)) that may arise from the operations of such other contractor. Such contract provisions shall be in a form satisfactory to the Contractor.

13.2 Contractor's Insurance

- (1) The Contractor shall not commence any construction work in connection with this Agreement until he has obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. Contractor acknowledges the Owner's insurance requirements as provided in Owner's procurement, RFP 022P, except that Contractor is excused from submittal of certificates of insurance every 15 days for the duration of the Project.
- (2) Worker's Compensation Insurance - The Contractor shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to the Owner, for the protection of employees not otherwise protected.
- (3) Contractor's Public Liability and Property Damage Insurance - The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the Amount of such insurance shall be minimum limits as follows:

- (a) Contractor's Comprehensive \$1,000,000 General Liability Coverage. Each Bodily injury and Property Occurrence, Damage Combined Single Limit.
- (b) Automobile Liability Coverage, \$500,000 Bodily Injury and Property Damage. Each Occurrence, Combined Single Limit.
- (c) Excess Liability, Umbrella Form \$5,000,000. Each Occurrence, Combined Single Limit.

The Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

- (4) Contractor's Public Liability and Property Damage Insurance - The Contractor shall require each of his subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in his policy, as specified above.

- (a) Indemnification Rider

- (1) To cover to the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's Representatives, and the Architect-Engineer and their agents and employees from and against any and all claims for damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from Contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to, damage or destruction of personal or real property, and (2) caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article.
- (2) In any and all claims against the Owner or the Architect-Engineer or any of their agents or employees of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation costs, disability benefit acts or other employee benefit acts.
- (3) The obligations of the Contractor under this Article 13.2(4) shall not extend to the liability of Architect-Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
- (4) The Contractor hereby acknowledges receipt of ten dollars and other good and valuable consideration from the Owner and acknowledges receipt of ten dollars and other good and valuable consideration from the Architect-Engineer in exchange for giving the Owner and Architect-Engineer, respectively, the indemnification provided above in Article 13.2(4).

- (b) Builder's Risk Coverage - The Contractor shall take out and maintain during the life of this Agreement a "Builder's Risk Policy" completed value form, issued to provide coverage on an "all risk" basis including theft. This coverage shall not be lapsed or canceled because of partial occupancy by the Owner prior to acceptance of the Project.
- (c) Certificate of Insurance - The Owner shall be furnished proof of Coverage of Insurance as follows:

Certificate of Insurance form will be furnished to the Owner along with the Contract Documents. These shall be completed and signed by the authorized Resident agent. This Certificate shall be dated, signed and shall include the following;

- (1) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insurer will mail notice to the Owner and a copy to the Architect-Engineer at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) Certificate of insurance shall be in the form as approved by the Insurance Standards Office and such Certificate shall clearly state all the coverage required in this Section commencing at 13.2 and ending with 13.3.4.

13.3 Waiver of Subrogation

- 13.3.1 The Owner and the Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under Article 13.2 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the Owner and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors.
- 13.3.2 The Owner waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- 13.3.3 If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the holder of such policies shall cause them to be so endorsed, failure to obtain proper enforcement nullifies the waiver of subrogation.
- 13.3.4 Force Majeure - Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, governmental action, disease, epidemic and/or quarantine, accidents, fire or explosions, not resulting from the Contractor's or the Contractor's agents actions or inactions, but resulting from earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

ARTICLE 14 **TERMINATION OF THE AGREEMENT AND OWNER'S** **RIGHT TO PERFORM CONTRACTOR'S OBLIGATION**

- 14.1 Termination by the Contractor - If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the Project

should be stopped for a period of sixty (60) days by the Contractor, for the Owner's failure to make payments thereon, then the Contractor may, upon seven (7) days written notice in advance to the Owner, terminate this Agreement and request payment for all work executed and the Contractor's fees earned to date and for any proven loss sustained, as of the date of termination, upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit and termination expenses incurred by the Contractor.

14.2 Owner's Right to Perform Contractor's Obligations and Termination by Owner for Cause.

- (1) If the Contractor fails to timely perform any of his obligations under this Agreement including any obligation the Contractor assumes to perform work with his own forces, the Owner may, after seven (7) days written notice during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's construction Phase Fee and General Conditions Fee shall be reduced by an amount required to manage the making good of such deficiencies.
- (2) If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of a provision of the Agreement, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and his surety, if any, seven (7) days written notice, and during which period Contractor fails to cure the violation, terminate this Agreement and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the Project by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his obligations assumed under Article 7. Reasonable termination expenses and costs incurred by the Owner may be deducted from any payments left owing the Contractor.

14.3 Termination by Owner Without Cause

- (1) If the Owner terminates this Agreement other than pursuant to Article 14.2 (1) or Article 14.2(2), he shall reimburse the Contractor for any unpaid cost of the Project due him under Article 9, plus that part of the unpaid balance of the Construction Phase Fee in an amount as will increase the payment on account of his fee to a sum which bears the same ratio to the Construction Phase Fee as the cost of the Project at the time of termination bears to the Guaranteed Maximum Price, if established, otherwise to the Owner's Construction Budget. The Owner shall also pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained by Owner. In case of such termination of Agreement the Owner shall further assume and become liable for obligations, commitments and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project to the extent same are accepted by Owner. The Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps including the legal assignment of Contractor's contractual rights, as the Owner may require for the purpose of fully vesting in Owner the rights and benefits of the Contractor under such obligations or commitments.
- (2) After the establishment of the GMP or at the completion of the Pre-Construction Phase, if the final cost estimates or lack of funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Contractor his proportionate fee due in

accordance with Article 8.1 plus any costs incurred pursuant to Articles 9 and 10.

ARTICLE 15
ASSIGNMENT AND GOVERNING LAW

- 15.1 Neither the Owner nor the Contractor can assign their respective interests in this Agreement without the express written consent of the other except as to the assignment of proceeds.
- 15.2 This Agreement shall be governed by the Laws of the State of Florida without regard to conflict of laws doctrines. Venue for any dispute arising out of this Agreement shall be the Seventh Judicial Circuit in and for Flagler County.

ARTICLE 16
NOTICE OF CLAIM: WAIVER OF REMEDIES

- 16.1 Liability for any claims arising out of or related to the subject matter of this Agreement, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions:

- (1) All claims must be submitted as a Request for Change Order in the manner as provided herein;
- (2) The Contractor must submit a Notice of Claim to Owner and to the Architect-Engineer within 20 days of when the Contractor was or should have been aware of the occurrence of the event giving rise to the claim; and
- (3) Within twenty (20) days of submitting its Notice of Claim, the Contractor shall submit to the Owner its Request for Change Order, which shall include a written statement of all details of the claim, including a description of the work affected.

The Contractor agrees that the Owner shall not be liable for any claim that the Contractor fails to properly submit as a Request for Change Order as provided in this paragraph.

- 16.2 After receipt of a Request for Change Order, the Owner, in consultation with the Architect-Engineer, shall deliver to the Contractor within 20 days, after receipt of request, its written response to the claim.
- 16.3 In the event the Owner and Contractor are unable to agree on the terms of a change order, the Owner shall have the option to instruct the Contractor to proceed with the work. In that event, the Owner shall agree to pay for those parts of the work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the work.

ARTICLE 17
MISCELLANEOUS

- 17.1 Interest - ANY MONIES NOT PAID WHEN DUE TO EITHER PARTY UNDER THIS CONTRACT SHALL BEAR INTEREST AT THE STATUTORY RATE.
- 17.2 Harmony - Contractor is advised and hereby agrees that the Contractor will exert every reasonable and diligent effort to assure that all labor employed by Contractor and his subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project.

Contractor further agrees that this provision will be included in all subcontracts of the subcontractors as well as the Contractor's own contract; provided, however, that this provision shall not be interpreted or enforced so as

to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

- 17.3 Apprentices - If the Contractor employs apprentices on the Project, the behavior of the Contractor shall be governed by the provision of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. The Contractor will include a provision similar to the foregoing sentence in each subcontract.
- 17.4 Invoices Submitted Under Article 9 - Invoices submitted under Article 9.2 shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices for travel expenses under Article 9.2(16) shall be submitted in accordance with procedures specified in Section 112.061 of the Florida Statutes governing payments.
- 17.5 Contractor's Project Records - The Contractor's Project Records shall be maintained as prescribed hereinabove for the minimum period required by Federal Law and by the Florida Public Records Law, and shall be made available to the Owner or his authorized representative at mutually convenient times.
- 17.6 Public Entity Crime Information Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 17.7 The Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Specifically, the Contractor agrees to:
1. Keep and maintain public records required by the Owner to perform the services under this Agreement.
 2. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the contractor does not transfer the records to the Owner.
 4. Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICES OF JULIE MURPHY, FLAGLER COUNTY CHIEF INFORMATION OFFICER, (386) 313-4039,

**JMURPHY@FLAGLERCOUNTY.ORG, 1769 E. MOODY BLVD.,
BLDG. 2, BUNNELL, FL 32110.**

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written above.

OWNER
FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS

CONTRACTOR
AJAX BUILDING COMPANY, LLC

As duly authorized by STO CM LLC, a Florida limited liability company, its manager

By: _____
Joseph F. Mullins, Chair

By _____
William P. Byrne, President

Attest: _____
Tom Bexley, Clerk of the Circuit
Court and Comptroller

Witness-by: _____
Print Name: _____

Approved as to Form:

Sean S. Moylan, Deputy County Attorney

EXHIBIT A

CONSTRUCTION TEAM ASSIGNED REPRESENTATIVES

Owner

«ProjDir»

Project Director _ Mike Dickson
Contracts Administrator

Client/User

«CAProjDir»

Project Director

Architect-Engineer

Project Principal
Project Manager
Mechanical Engineer
Electrical Engineer
Structural Engineer
Architectural Inspector

Construction Manager

Project Executive William P. Byrne
Operations Manager Lon Neuman
Preconstruction Manager Judd West

EXHIBIT B

CONTRACTOR'S PERSONNEL TO BE

ASSIGNED DURING DESIGN PHASE

<u>Individual</u>	<u>Title</u>	<u>Duration In Months</u>	<u>Percentage Of Time Available</u>
William P. Byrne	Project Executive	3.0	5%
Lon Neuman	Operations Manager	3.0	15%
Judd West	Preconstruction Manager	3.0	10%
Roy Kenski	Project Manager	1.0	100%
Mike McKnight	Superintendent	.5	100%
Kristi Sharpe	Estimating	3.0	40%
Jeff Stephenson	Estimating	3.0	15%
Karen Santiago	Operations Administration	3.0	5%
Angela Johnson	Clerical	3.0	30%

EXHIBIT C

**CONTRACTOR'S PERSONNEL TO BE
ASSIGNED DURING CONSTRUCTION**

OFF SITE

<u>Individual</u>	<u>Title</u>	<u>Duration In Months</u>	<u>Percentage Of Time Available</u>
William P. Byrne	Project Executive	tbd	5%
Lon Neuman	Operations Manager	tbd	20%
Marc Reeves	Safety Officer	tbd	5%
Jeff Stephenson	Estimating	tbd	10%
Angela Johnson	Operations Administration/Clerical	tbd	15%
tbd	Accounting	tbd	10%
tbd	Clerical	tbd	15%

ON SITE

<u>Individual</u>	<u>Title</u>	<u>In Months</u>	<u>Available</u>
Roy Kenski	Project Manager	tbd	100%
Mike McKnight	Superintendent	tbd	100%
Nick Story	Project Engineer	tbd	100%
Travis Mauldin	Asst. Superintendent	tbd	100%
tbd	Project Secretary	tbd	100%

CONTRACTOR'S PER DIEM STAFF FOR TIME

EXTENSIONS PER 8.1.2(4)(b)

OFF SITE

<u>Individual</u>	<u>Title</u>	<u>Duration In Months</u>	<u>Percentage Of Time Available</u>
William P. Byrne	Project Executive	tbd	5%
Lon Neuman	Operations Manager	tbd	20%
Marc Reeves	Safety Officer	tbd	5%
Jeff Stephenson	Estimating	tbd	10%
Angela Johnson	Operations Administration/Clerical	tbd	15%
tbd	Accounting	tbd	10%
tbd	Clerical	tbd	15%

ON SITE

<u>Individual</u>	<u>Title</u>	<u>In Months</u>	<u>Available</u>
Roy Keski	Project Manager	tbd	100%
Mike McKnight	Superintendent	tbd	100%
Nick Story	Project Engineer	tbd	100%
Travis Mauldin	Asst. Superintendent	tbd	100%
tbd	Project Secretary	tbd	100%

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

SUBJECT: Citizens Representative Appointments to the River to Sea Transportation Planning Organization Citizens Advisory Committee.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: The citizen representative and alternant appointments for River to Sea Transportation Planning Organization (R2CTPO) have expired for the Citizens Advisory Committee (CAC). Mr. Greg Feldman (application), Mr. Rick Belhumeur (application) and Ms. Marcia Steven Foltz (reappointment request) all wish to be considered for these positions. Staff has verified all are Flagler County residents and registered voters.

Citizens Advisory Committee:

Function: This committee serves in an advisory capacity to seek input on planning proposals and to provide comment with respect to various segments of the population in regard to their transportation needs; assist the River to Sea TPO in the formulation of goals and objectives for shaping the urban environment; conduct public information programs; provide effective citizen review of the preliminary findings and recommendations of transportation planning studies throughout the planning area; and assist in other functions as deemed desirable by the River to Sea TPO Board

Meetings: 3rd Tuesday of the month at 1:15 p.m. at the River to Sea TPO's Daytona Office

Liaison: Debbie Stewart, TPO Admin Asst, DStewart@R2CTPO.org (386) 226-0422 x20425

Vacancies are advertised on the County's website, www.FlaglerCounty.gov. If any further applications are received, they will be presented to the Board prior to the meeting.

DEPARTMENT CONTACT: County Administration (386) 313-4001

RECOMMENDATION: Request the Board consider Mr. Greg Feldman, Mr. Rick Belhumeur and Ms. Marcia Steven Foltz and appoint two individuals as the citizen representatives to the Citizens Advisory Committee for a two-year term.

ATTACHMENTS:

1. Application: Mr. Greg Feldman
2. Application: Mr. Rick Belhumeur
3. Reappointment Request: Ms. Marcia Stevens Foltz



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

Name: GREG FELDMAN Date: 04/07/2022

Mailing Address: 81 ISLAND ESTATES PKWY, PALM COAST FL 32137

Physical Address (if different): _____

County of Residence: FLAGLER Are you a registered voter? YES

Home Phone: 386-447-2975 Cell Phone: 305-793-6688

Email: OLDGOLD13@BELLSOUTH.NET Years in Flagler: 17

Advisory Board or Committee Applying for:
RIVER TO SEA TPO CAC ALTERNATE

What aspect of this Board/Committee interests you?
STRONG INTEREST IN BOTH VEHICLE AND PEDESTRIAN PROJECTS TO IMPROVE OUR QUALITY OF LIFE. LEND A STRONGER VOICE TO FLAGLER COUNTY WITH THE TPO.

Describe your training and/or experience that would make you a good fit for this position:
FORMER MEMBER OF THE TPO/CAC REPRESENTING FLAGLER COUNTY APP 2015-2018.

What contributions do you feel you could make to this Board/Committee should you be selected?
LEND A STRONGER VOICE TO FLAGLER COUNTY'S NEEDS FOR SUPPORT OF PROJECTS.

Have you ever served on a Flagler County appointed Board or Committee?
 No Yes, if so, please identify below those on which you have served:

Advisory Board / Committee	Dates Served
<u>RIVER TO SEA TPO/CAC</u>	<u>2015-2018</u>
<u>PUBLIC SAFETY COORDINATING COUNCIL</u>	<u>2016-2018</u>

Education: BA POLITICAL SCIENCE UNIVERSITY OF OKLAHOMA

Business (name & type): _____

Business Address: _____

Business Phone: _____ Position: _____

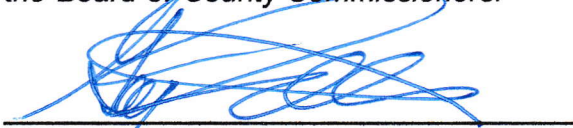
Applicable Professional Organization Memberships:

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

AS A FORMER MEMBER OF THIS BOARD I STRONGLY PUSHED FOR FLAGLER PROJECTS TO BE WEIGHTED EQUALLY WITH VOLUSIA COUNTY. I SERVED AS VICE CHAIR OF THE CAC DURING MY TENURE AND RAN SEVERAL OF THE MONTHLY MEETINGS.

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.



Signature of Applicant

Please Return To:
Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
Email: LDance@FlaglerCounty.gov ♦ Phone (386) 313-4001

**Please note a hard copy is not required. Please feel free to email your application.*



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

Name: Rick Belhumeur Date: 4/18/2022

Mailing Address: 1015 S Flagler Avenue Flagler Beach, FL 32136

Physical Address (if different): _____

County of Residence: Flagler Are you a registered voter? Yes

386-503-5030

Home Phone: _____ Cell Phone: _____

Email: rrsofc@att.net Years in Flagler: 18

Advisory Board or Committee Applying for:
River to Sea TPO Citizens Advisory Committee

What aspect of this Board/Committee interests you?

I've always been and will always be an advocate for public roadways.

Describe your training and/or experience that would make you a good fit for this position:

Was a former member until I had to resign after becoming an Elected Official. I continued by serving on the River to Sea TPO Board as a representative for Flagler Beach while I was a City Commissioner.

What contributions do you feel you could make to this Board/Committee should you be selected?

I have stayed engaged with the TPO in one capacity or another for nearly ten years. I am very familiar with the TPO's purpose and procedures. I would hope to help Flagler County get help through the TPO with State and Federal monetary help to continue improving our roads, bridges, trails and pedestrian safety.

Have you ever served on a Flagler County appointed Board or Committee?

No

Yes, if so, please identify below those on which you have served:

Advisory Board / Committee
Affordable Housing Advisory Committee

Dates Served
2013-2021

Parks and Recreation Advisory Board

2014-2016

Education: High Scholl Grad

Business (name & type): Property Management

Business Address: 1015 S Flagler Ave. Flagler Beach, FL 32136


Business Phone: 386-503-5030 Position: Owner

Applicable Professional Organization Memberships:

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.



Signature of Applicant

Please Return To:
Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
Email: LDance@FlaglerCounty.gov ♦ Phone (386) 313-4001

**Please note a hard copy is not required. Please feel free to email your application.*

Board of County Commissioners

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



www.flaglercounty.gov

Phone: (386)313-4001

Electronically Sent
May 17, 2022

Ms. Marcia Stevens Foltz
13 Front Street
Palm Coast, FL 32137

Dear Ms. Stevens Foltz:

Thank you for serving as a member of the Flagler County River to Sea TPO Citizen Advisory Committee. The time and effort you have given is greatly appreciated. You may be aware that your appointment as a member of this Board expires May 18, 2022.

Please indicate your desire for the Board of County Commissioners to consider your reappointment on this committee. Your response as well as any other applications received from the public will be presented to the Board of County Commissioners at an upcoming meeting.

- Please consider my reappointment
- I do not wish to be reappointed

Signature: Marcia Stevens Foltz (requested verbally)

If you will be seeking reappointment, please sign and return this letter promptly for processing. You are welcome to include a letter to the Commission, a resume, or any other relative information.

Thank you for your attention to this matter and for your continued membership on the Flagler County River to Sea TPO Citizen Advisory Committee.

If you have any questions, please do not hesitate to contact us (386) 313-4001 or LDance@FlaglerCounty.gov

Kind Regards,

Luci Dance
Executive Administrative Assistant

C: Pam Blankenship, Community Outreach Coordinator/Title VI Coordinator

Andy Dance
District 1

Greg Hansen
District 2

David Sullivan
District 3

Joe Mullins
District 4

Donald O'Brien Jr.
District 5

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

SUBJECT: Review of Affordable Housing Incentives Ordinance

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: On June 21, 2021, the Board of County Commissioners adopted Ordinance No. 2021-05, adding incentives to both the Code of Ordinances and the Land Development Code for the provision of affordable housing. These incentives included the creation of a Planned Affordable Development (PAD) zoning district, along with financial and regulatory incentives which could be approved by the Board as waivers or modifications on a case-by-case basis. In exchange for benefitting from the regulatory incentives and fee waivers, property owners are subject to rent controls for a period of twenty years.

The ordinance included a section on ordinance review to occur one year and five years following adoption, with the purpose of the review described as “to evaluate its effectiveness and determine whether revisions are required.” To date, no one has approached the County requesting any of the waivers or modifications, and a rezoning to PAD has not been requested. The listed incentives all continue to be appropriate, and no changes in Florida Statutes have occurred that would require an amendment to the ordinance.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Adam Mengel/Growth Management Department (386)313-4065

RECOMMENDATION: Request the Board review the Affordable Housing Incentives Ordinance and provide guidance to staff if changes to the ordinance are warranted, with the next review of the ordinance to occur in four years (June 2026).

ATTACHMENT:

1. Ordinance No. 2021-05

ORDINANCE 2021 - 05

AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS RENAMING CHAPTER 16 OF THE FLAGLER COUNTY CODE; CREATING DIVISION 4 OF ARTICLE II, CHAPTER 16, OF THE FLAGLER COUNTY CODE, ESTABLISHING INCENTIVES RELATED TO AFFORDABLE HOUSING; CREATING SECTION 3.03.20.6 OF THE LAND DEVELOPMENT CODE, ESTABLISHING CRITERIA FOR PLANNED AFFORDABLE DEVELOPMENTS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution authorizes the Flagler County Board of County Commissioners ("County") to enact ordinances not inconsistent with general law; and

WHEREAS, Section 125.01055, Florida Statutes, a general law, provides that the County may adopt an ordinance for the purpose of increasing the supply of affordable housing using land use mechanisms; and

WHEREAS, there exists a critical shortage of decent, safe housing for persons of very low income, low income, and moderate income within Flagler County for which private capital and existing housing programs do not provide an adequate remedy; and

WHEREAS, Flagler County's Local Housing Assistance Plan acknowledges that regulatory burdens together with permitting and impact fees often make the development of affordable housing cost prohibitive; and

WHEREAS, the Board wishes to incentivize the private sector to engage in traditional and innovative solutions to increase the supply of affordable housing units by removing regulatory barriers and waiving fees to the extent feasible.

NOW THEREFORE, be it ordained by the Flagler County Board of County Commissioners as follows:

SECTION 1. FINDINGS

The above recitals are incorporated herein as true and correct and establish the legislative intent of this Ordinance.

SECTION 2. FLAGLER COUNTY CODE OF ORDINANCES AMENDMENT

Chapter 16 of the Flagler County Code of Ordinances is hereby renamed and amended to create a new Division 4, *Affordable Housing*, as follows (additions shown in underline, deletions shown as strikethrough):

Chapter 16 – ~~HUMAN RIGHTS~~ SERVICES AND SUPPORT

* * * *

ARTICLE II. – HOUSING

* * * *

DIVISION 4. AFFORDABLE HOUSING.

Sec. 16-79. – Affordable Housing Development Incentives.

(a) The following incentives shall apply to any applicant seeking to develop housing that is affordable, as defined in Section 420.0004, Florida Statutes, or its successor, on any parcel that is zoned residential, commercial, industrial, or planned affordable development:

- (1) Waiver of density restrictions not exceeding the limitations of the parcel’s Future Land Use Map designation;
- (2) Waiver of county impact fees;
- (3) Waiver of county permit fees;
- (4) Allowance of affordable accessory dwelling units;
- (5) Reduction of parking and setback requirements;
- (6) Allow flexible lot configurations including wavier of minimum lot size;
- (7) Waiver of minimum livable area requirements; and
- (8) Expediting of permit applications.

Nothing herein shall be construed to limit the applicability of the Florida Building Code or Florida Fire Prevention Code.

(b) Any applicant seeking to develop affordable housing utilizing the incentives identified in this section shall submit a building permit application with an affidavit of intent to comply with this section.

(c) Any developer of affordable housing who wishes to avail themselves of the incentives identified in this section shall, prior to receiving a certificate of occupancy, file a restrictive covenant in the Official Records of Flagler County for each parcel to which the incentives apply, specifying that:

(i) For a period of ten years, no unit shall be sold except to very low, low, or moderate income persons as those terms are defined in this article; and

(ii) For a period of twenty years, no unit shall be rented except to very low, low, or moderate income persons as those terms are defined in this article; and

(iii) For a period of twenty years, no unit shall be leased above the rent limits established annually by the Florida Housing Finance Corporation.

The restrictive covenant shall run with the land and shall be enforceable by Flagler County, future tenants, and future purchasers of the property. These provisions shall be liberally construed to achieve the purpose of this article, and no property owner may impose fees and surcharges to circumvent the rent limits established by this section.

The county commission may, upon request of a property owner, reduce the term of the sale price and rent limitations in this section upon a showing that a substantial financial hardship exists that would impose an undue burden on the property owner should the limitations remain in place for the full term.

SECTION 3. FLAGLER COUNTY LAND DEVELOPMENT CODE AMENDMENT

Article 3 of the Flagler County Land Development Code is hereby amended to create a new Section 3.03.20.6., *Planned Affordable Development*, as follows (additions shown in underline):

3.03.20.6. - PAD—Planned affordable development.

A. *Purpose and intent.* The purpose and intent of the Planned Affordable Development (PAD) is to provide an opportunity for innovative affordable housing solutions for first time homeowners and workforce housing while

providing improved use of land, protection of valuable natural features in the community, desirable land use mix, and more economical public services. The purpose of this provision is to encourage the unified development of large tracts of land using more creative and flexible concepts in site planning than would otherwise be possible through the strict application of minimum and maximum requirements of conventional land use districts established in this article. The proposed PAD must be in harmony with the general purpose of this article and the county's comprehensive plan. The design and construction of a PAD project shall follow a carefully devised plan of development which must be prepared in accordance with the requirements, procedures and approvals herein prescribed.

B. *Requirements.* All new Planned Affordable Development (PAD) projects shall meet the following requirements:

1. All such PAD communities shall consist of residential uses and customary accessory uses consistent with the purpose and intent of this section.
2. All PAD communities shall be required to meet concurrency management criteria. In addition, PAD communities must be located on paved roads (unless waived by the county commission), preferably within five (5) miles of a neighborhood shopping/convenience store facility and employment opportunities.
3. Stormwater management systems shall comply with appropriate county, state and federal regulations.
4. PAD communities are encouraged to cluster dwelling units. Conventional subdivision design standards may be modified to allow for reduced development costs.
5. All internal roads within a PAD community must be paved, unless waived by the county commission.
6. The use of centralized sewer systems is preferred, and private on-site wastewater disposal systems (septic tanks) in proposed projects shall be consistent with the county's comprehensive plan and permitted by the Florida Department of Health.

C. *Permitted principal uses and structures.* In the Planned Affordable Development (PAD) district, no premises shall be used except for the following uses and their customary accessory uses or structures, after compliance with the requirements of section 3.04.00 of this article:

1. Single-family dwellings; mobile homes.
2. Townhomes.
3. Mobile home subdivisions.
4. Mobile home parks.

5. Two-family dwellings.
6. Multifamily dwellings.
7. Micro-apartments; coliving.
8. Tiny houses.
9. Cluster housing.
10. Pocket neighborhoods.
11. Agrihoods.

The following uses are applicable to projects greater than fifty (50) residential units:

- 1 Community clubs
2. Public uses.
3. Public utilities.
4. Houses of worship.
5. Schools.
6. Medical or dental clinics.
7. Nursing homes.
8. Recreation and open space.
9. Child care centers designed and constructed according to child care center rules and regulations adopted pursuant to House Bill 1867, Chapter 69-1677, Special Acts, State of Florida, and revised on October 31, 1975.
10. Commercial uses compatible with the other uses proposed in the overall development plan.
11. Other uses and structures of a nature similar to those listed, after determination by the county commission at the time of overall development plan approval that such uses and structures are appropriate to the PAD development and to the overall development of the county.

D. *Dimensional requirements.*

1. Minimum project size: One acre or single lots.
2. Density: Subject to staff review at time of submission.
3. Minimum lot area: Subject to staff review at time of submission.

E. *Detailed procedure.* Review and approval of a Planned Affordable Development (PAD) shall follow the procedures and submittal requirements as a Planned Unit Development (PUD) in addition to any

requirements contained herein. See section 3.04.00, Planned Unit Development.

F. Incentives. Planned Affordable Developments (PADs) may be entitled to incentives in the form of financial or regulatory modifications in accordance with Section 125.01055, Florida Statutes, or its successor. If an applicant files and qualifies for a PAD, incentives may include some or all of the following financial and regulatory incentives. Staff will review the requested incentives and make a recommendation as to which incentives should be considered, based on the extent that the proposed PAD meets the intent of the County's affordable housing initiative.

1. Financial Incentives. The county commission may elect to waive any or all fees associated with development and construction of land and structures associated with an approved PAD project. The determination of such waivers shall be in the sole discretion of the county commission, provided they are in compliance with Florida Law.

2. Regulatory Incentives. The county commission may provide waivers or modifications to regulatory provisions pertaining to the land development regulations, provided however, such waivers or modifications are not in conflict with Florida Law. Examples of such waivers (not exclusive) or modifications are listed below:

- a. Density.
- b. Setbacks.
- c. Lot Coverage.
- d. Accessory Structures.
- e. Landscape Requirements.
- f. Minimum living area.

SECTION 4. ORDINANCE REVIEW

The Board of County Commissioners will review this ordinance one year and five years following adoption to evaluate its effectiveness and determine whether revisions are required.

SECTION 5. CODIFICATION AND SCRIVENER'S ERRORS

- A. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of Flagler County, Florida, as additions and amendments thereto, and shall be appropriately renumbered or re-lettered to conform to the uniform numbering system of the Code. Scrivener's errors may be corrected as deemed necessary.

B. Only Sections 2 and 3 herein shall be codified within the Flagler County Code of Ordinances. Sections not specifically amended herein shall remain unchanged by this Ordinance.

SECTION 6. SEVERABILITY

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect upon filing with the Secretary of State as provided in Section 125.66, Florida Statutes.

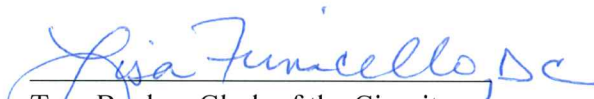
PASSED AND ADOPTED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 21ST DAY OF JUNE 2021.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS


Donald T. O'Brien Jr., Chair



ATTEST:


Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2021.06.15 11:16:20 -0400
Sean S. Moylan, Assistant County Attorney



FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

June 22, 2021

Honorable Tom Bexley
Clerk of the Circuit Court
Flagler County
1769 East Moody Boulevard, Building 1
Bunnell, Florida 32110

Attention: Ms. Lisa Funicello

Dear Mr. Bexley:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Flagler County Ordinance No. 2021-05, which was filed in this office on June 22, 2021.

Sincerely,

Anya Grosenbaugh
Program Administrator

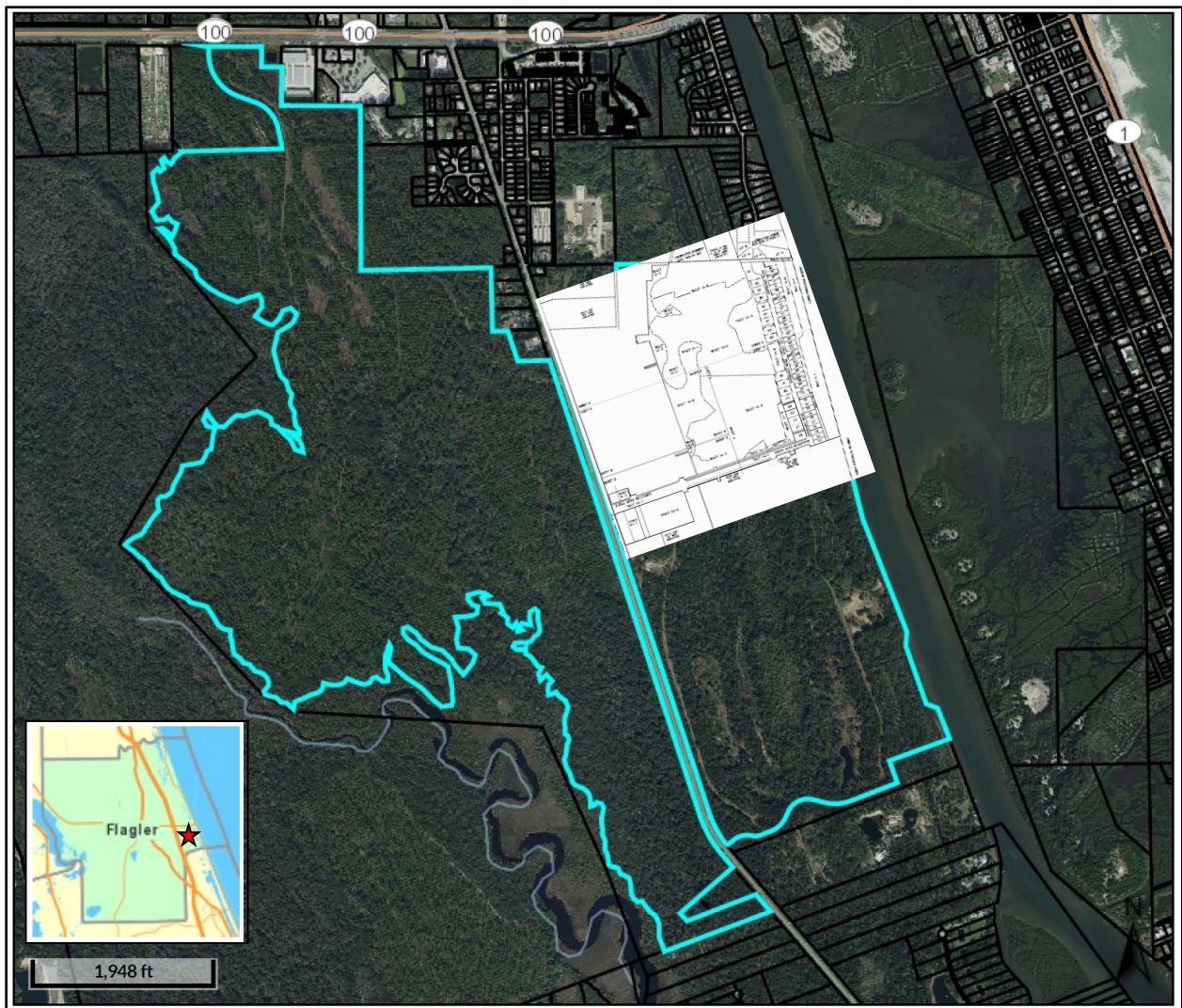
AG/lb

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

SUBJECT: QUASI-JUDICIAL – Application #3306 – Request for Approval of Veranda Bay Phase 1A, a Final Plat in the PUD (Planned Unit Development) District for 56 Lots in Phase 1A in the Hammock Beach River Club PUD located South of State Road 100 East and lying East and West of John Anderson Highway; Parcel Number: 13-12-31-0000-01010-0000; 90.40+/- acres. Owner: Palm Coast Intracoastal, LLC/Applicant: Ken Belshe. (Project #PLAT-000708-2022).

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The request is for approval of a final plat in the PUD (Planned Unit Development) District for development of a 56 lot subdivision in a single 90.40 acre phase (Phase 1A). The subject parcel is 824.13+/- acres in size and is located South of State Road 100 and is bisected by John Anderson Highway (plat is superimposed over the aerial photo outlining the parent parcel):



The owner submitted a final plat application and supporting documents to the County on February 3, 2022. Through the submittal, the applicant is seeking approval of the final plat for 56 units in Phase 1A on 90.40 acres. The 66 units in Phase 2A on 97.66 acres has also been submitted for final plat and is included on this Board meeting's agenda.

This phase is the closest to the existing development within the City of Flagler Beach, forming the northeast portion of the lands lying East of John Anderson Highway, and adjoins the Custer's Palm Harbor subdivision recorded at Plat Book 27, Page 10, Public Records of Flagler County, Florida. The Phase 1A plat adjoins the South lot line of Lots 12, 13, and 14, with only Lot 14 developed at this time. The 56 lots in Phase 1A lie on both sides of Coronado Road, a 50-foot-wide private roadway tract (Tract 1A-1) running North to South parallel to the Intracoastal Waterway. Lots to the East of Coronado Road – Lots 43 to 80 – are all 6,500 square feet in area with 50 feet of lot width (except for Lot 53 and its 6,981 square feet of area and greater than 50 feet of width), while lots to the West of Coronado Road – Lots 82 to 98 – vary in area and width, with most of these at 10,400 square feet and 80 feet of width (and the largest lot – Lot 98 – at 12,863 square feet and approximately 100 feet of width).

The proposed final plat Phase 1A conforms to the PUD Site Development Plan submitted through Application #3209. Phasing is specifically provided for in the PUD text (as adopted through Ordinance No. 2005-22 recorded on May 3, 2006 at [Official Records Book 1429, Page 19, Pubic Records of Flagler County, Florida](#)):

“The Project *may* be developed in a single phase or multiple phases, *at the discretion of the Developer*. The Developer *will* notify the County of proposed phasing at the time of preliminary plat and construction plan review submittal(s). Infrastructure necessary to support each phase of the Project *shall* be constructed concurrently with that phase as a condition of platting.” (PUD Section 8.1 – Phasing, in Ordinance No. 2005-22, emphasis added).

The preliminary plat for all six proposed phases was approved by the Board at its November 16, 2020 regular meeting.

Although the final plat meets the minimum requirements of Chapter 177, Florida Statutes, there are Scrivener's errors in the plat that require correction prior to recordation of the final plat. In an effort to advance the project, the final plat is being presented to the Board for its approval with the requirement that the errors be corrected before the Chair executes the mylar. Although these errors may be considered minor, accuracy is important as the final plat becomes the record document for future sales and lot development.

This agenda item is:

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

RECOMMENDATION: Staff recommends that the Board of County Commissioners approve the final plat for the Veranda Bay Phase 1A subdivision, subject to the applicant submitting a mylar in accordance with staff comments, finding that the plat is consistent with Chapter 177, Florida Statutes, and Article IV of the Land Development Code, and:

1. the Board approves the final plat, subject to the correction of Scrivener's errors, and conditioned upon the correction of all errors before the Chair executes the mylar and the plat is recorded;
2. the Board accepts the draft performance bond – subject to County Attorney's Office approval as to form – to be provided in the amount of \$11,699,099.34 (125% of the Engineer's Cost Estimate of \$9,359,279.47 for both Phase 1A and Phase 2A), conditioned upon the provision of as-builts and verification of improvements prior to release of the performance bond – whether in whole or in part – by the County; and
3. the Board temporarily waives the secondary means of ingress and egress requirement (Flagler County Land Development Code Section 4.06.02.A.4).

ATTACHMENTS:

1. Technical Staff Report (TSR)
2. Final Plat
3. Application
4. Application Cover Letter
5. Owner's Authorization
6. Warranty Deed
7. Boundary Survey
8. Board of County Commissioner November 16, 2020 regular meeting minutes (in part)
9. Opinion of Title dated April 1, 2022
10. Proof of Taxes Paid dated March 4, 2022
11. Reviewing Surveyor's Letter dated May 23, 2022
12. Draft Performance Bond for completion of subdivision improvements
13. Engineer's Certification of Cost of Improvements (for performance bond) dated April 28, 2022 (with attached itemized schedules bearing an April 13, 2022 revision date)
14. Flagler County School District School Concurrency Certificate dated January 27, 2021
15. Draft Special Warranty Deed conveying Parcel 1A-A (Lift Station) to City of Flagler Beach

**APPLICATION #3306
FINAL PLAT FOR VERANDA BAY PHASE 1A SUBDIVISION
TECHNICAL STAFF REPORT**

Chapter 177, Florida Statutes, includes statewide platting requirements, while LDC Section 4.05.03 provides for minimum final plat submittal requirements. The Comprehensive Plan does not specifically address platting requirements, but does include provisions related to concurrency and public facilities.

Plat Specific Review

The Veranda Bay Phase 1A final plat is to create a subdivision of 56 single-family detached lots. Each lot is 6,000 square feet in area or greater, with a minimum lot width of 50 feet. A 100-foot-wide landscape buffer adjacent to John Anderson Highway is provided in Tracts 1A-2 and 1A-3.

Reservations and dedications are to the Veranda Bay Master Association, Inc., and the Gardens at Hammock Beach Community Development District, their successors and assigns, without recourse to Flagler County.

The specific reservations and dedications from the face of the final plat are as follows:

Reservations and Dedications

Tract	Purpose	Dedication
Tract 1A-1	Common Area / Utility / Access & Drainage Easement (Public street purposes)	Gardens at Hammock Beach Community Development District
Tract 1A-2	Common Area / Open Space / Signage / Landscape Buffer	Veranda Bay Master Association, Inc.
Tract 1A-3	Common Area / Signage / Recreation / Landscape Buffer	Veranda Bay Master Association, Inc.
Tract 1A-4	Common Area / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 1A-5	Common Area / Conservation	Veranda Bay Master Association, Inc.
Tract 1A-6	Drainage	Gardens at Hammock Beach Community Development District
Tract 1A-7	Natural Vegetative Buffer / Boardwalks / Docks (and other consistent amenities)	Veranda Bay Master Association, Inc.
Tract 1A-8	Common Area / Drainage Easement / Boardwalks / Docks	Veranda Bay Master Association, Inc.

Tract	Purpose	Dedication
Tract 1A-9	Common Area / Recreation / Reserve	Gardens at Hammock Beach Community Development District
Tract 1A-10	Common Area / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 1A-11	Common Area / Access / Utility and Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 1A-12	Common Area / Access / Utility and Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 1A-13	Common Area / Conservation	Veranda Bay Master Association, Inc.
Parcel 1A-A	Lift Station	Gardens at Hammock Beach Community Development District

Additionally, the following easements are specifically listed on the plat:

Easements

Tract	Entity	Purpose
10 feet adjoining roadway tracts within Tract 1A-2	Veranda Bay Master Association, Inc. (assumed)	Utility and drainage easement
10 feet adjoining roadway tracts within Tract 1A-3	Veranda Bay Master Association, Inc. (assumed)	Utility and drainage easement
50 feet access, drainage, and utility easement within Tract 1A-3 (parallel to John Anderson)	Veranda Bay Master Association, Inc. (assumed)	Access, drainage, and utility purposes
10 feet along the front of all lots	Veranda Bay Master Association, Inc.	Utility and drainage easement
5 feet along the side of all lots	Veranda Bay Master Association, Inc.	Drainage and utility easement

Tract	Entity	Purpose
Over all common areas shown on the plat as public streets	Fire and police protection and all governmental agencies	Emergency access and access for the purpose of conducting official business
Utility easements over Parcel 1A-A and where shown	Gardens at Hammock Beach Community Development District	[no purpose listed]
All platted utility easements	[no named entity]	Construction, installation, maintenance, and operation of cable television services

In addition to the easements described in the plat, a 100-foot-wide landscape buffer is depicted within the westernmost portion of Tracts 1A-2 and 1A-3 adjoining John Anderson Highway.

Public Services and Utilities

The construction of this subdivision will include connection to City of Flagler Beach utilities for potable water and extension of sanitary sewer service. Included in the submittal is a draft Special Warranty Deed from the Gardens at Hammock Beach Community Development District to the City of Flagler Beach for conveyance of Parcel 1A-A, the lift station parcel.

Electric service is provided by Florida Power and Light. Fire and EMS services are available from Flagler County’s Station 92 at the Flagler Executive Airport, a full-time Fire Rescue station. Mutual aid fire and rescue services are available through the City of Flagler Beach Fire Station 11, which is also a full-time Fire Rescue station. Flagler County Sheriff’s Office responds to calls for law enforcement in this area, with the City of Flagler Beach Police Department available for mutual aid as needed. Solid waste service is provided by WastePro and billed by Flagler County with disposal in Volusia County.

No irrigation wells are permitted, and the project includes the installation of reuse lines for irrigation purposes.

Vehicular and Pedestrian Access

The development will have a main access connection from John Anderson Highway. The development is served with public streets to be maintained by the Gardens and Hammock Beach Community Development District and varying in width in the roadway tract (Tract 1A-1). The construction of sidewalks – both five feet and eight feet in width – is included in the Engineer’s Cost Estimate and will be constructed internal to the development and along the West side of John Anderson Highway. Timing of sidewalk construction will need to coincide with any roadway widening.

Stormwater

The stormwater system has been permitted through St. Johns River Water Management District (SJRWMD) permit #80599-8, issued on October 7, 2021. The applicant notes in their submittal that:

“An Environmental Resource Permit was issued on December 12, 2006, under Hammock River Beach Club, Permit No. 80599-2. The system has been redesigned to meet the current design criteria including nutrient reduction.”

As described in the applicant’s Stormwater Calculations (dated December 10, 2019):

- “a) The retention volumes provided exceed the requirements of the SJRWMD and the County.
- b) The system will function properly when considering the tailwater constraints.
- c) The drainage system proposed will be maintained and operated by the Home Owner’s Association.
- d) The minimum temporary erosion and sediment control measures are shown on the site plan, additional measures may be needed based on field conditions at the time of construction.”

This phase includes two existing SJRWMD conservation easements, with the original Conservation Easement recorded at Official Records Book 1561, Page 765, Public Records of Flagler County, Florida, and the Amendment to Conservation Easement recorded at Official Records Book 1859, Page 1057, Public Records of Flagler County, Florida.

Bonding

A draft performance bond has been provided in the final plat submittal, along with the Engineer’s Certification of Cost of Improvements dated April 28, 2022 and totaling \$9,359,279.47 for the combined Phase 1A and Phase 2A, along with the offsite improvements and the Clubhouse sitework. Based on the Engineer’s cost estimate, the

performance bond amount would be \$11,699,099.34. As required in the Flagler County Land Development Code (FCLDC), the performance bond equals 125% of the cost of improvements, while the maintenance bond is based on 10% of the total cost of improvements. As improvements are completed, the performance bond can be reduced through a rider following the engineer's certification of completion, provision of as-builts, and verification by the Development Engineer. In the case of the maintenance bond, following a term of two years from approval and satisfactory maintenance of improvements during this period, the maintenance bond will be released.

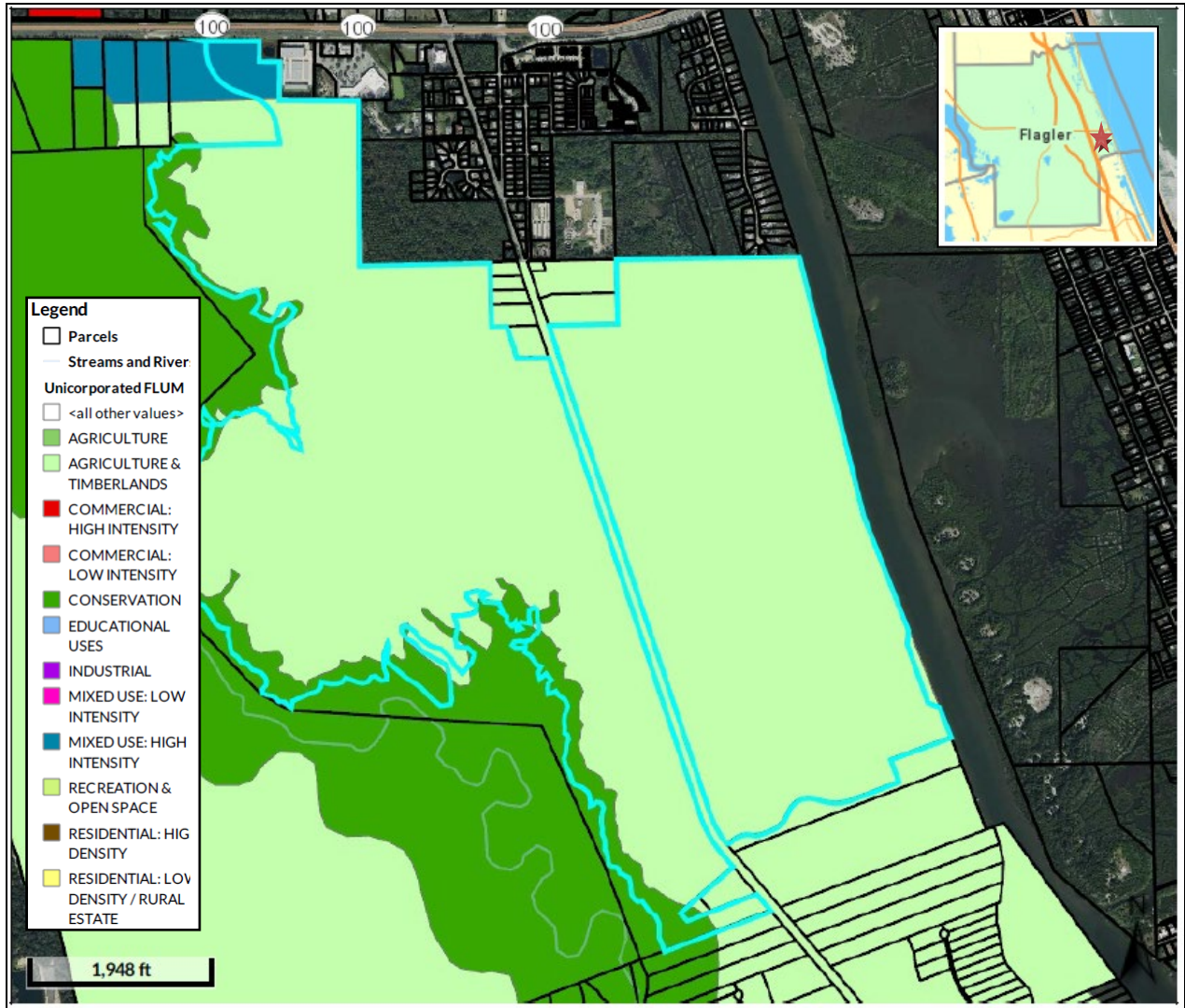
PUD Obligations

The temporary waiver of the secondary means of ingress and egress (FCLDC Section 4.06.02.A.4) is still needed since the timing of the construction of the roadway connection between Phases 1A and 2A may not be complete at the time that individual homes are completed within either of the phases. It is anticipated that a stabilized subbase will be provided within both phases and providing the two access points on John Anderson Highway on an interim basis that may serve as an emergency means on ingress and egress while construction is underway.

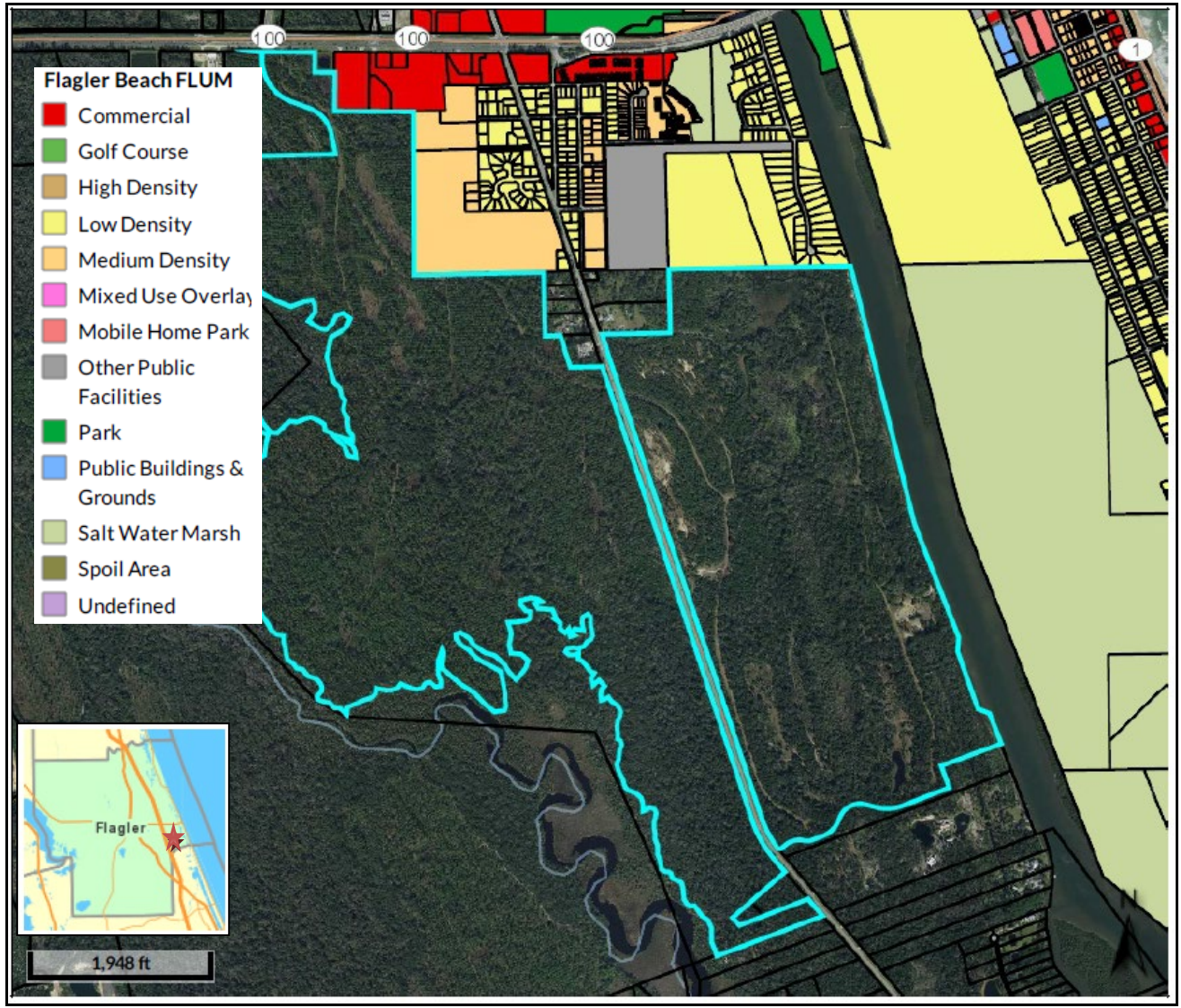
School Concurrency

The School District reviewed the entirety of the 335 proposed single family dwelling units and issued its Certificate of School Concurrency dated January 27, 2021 and providing for 82 reserved student stations.

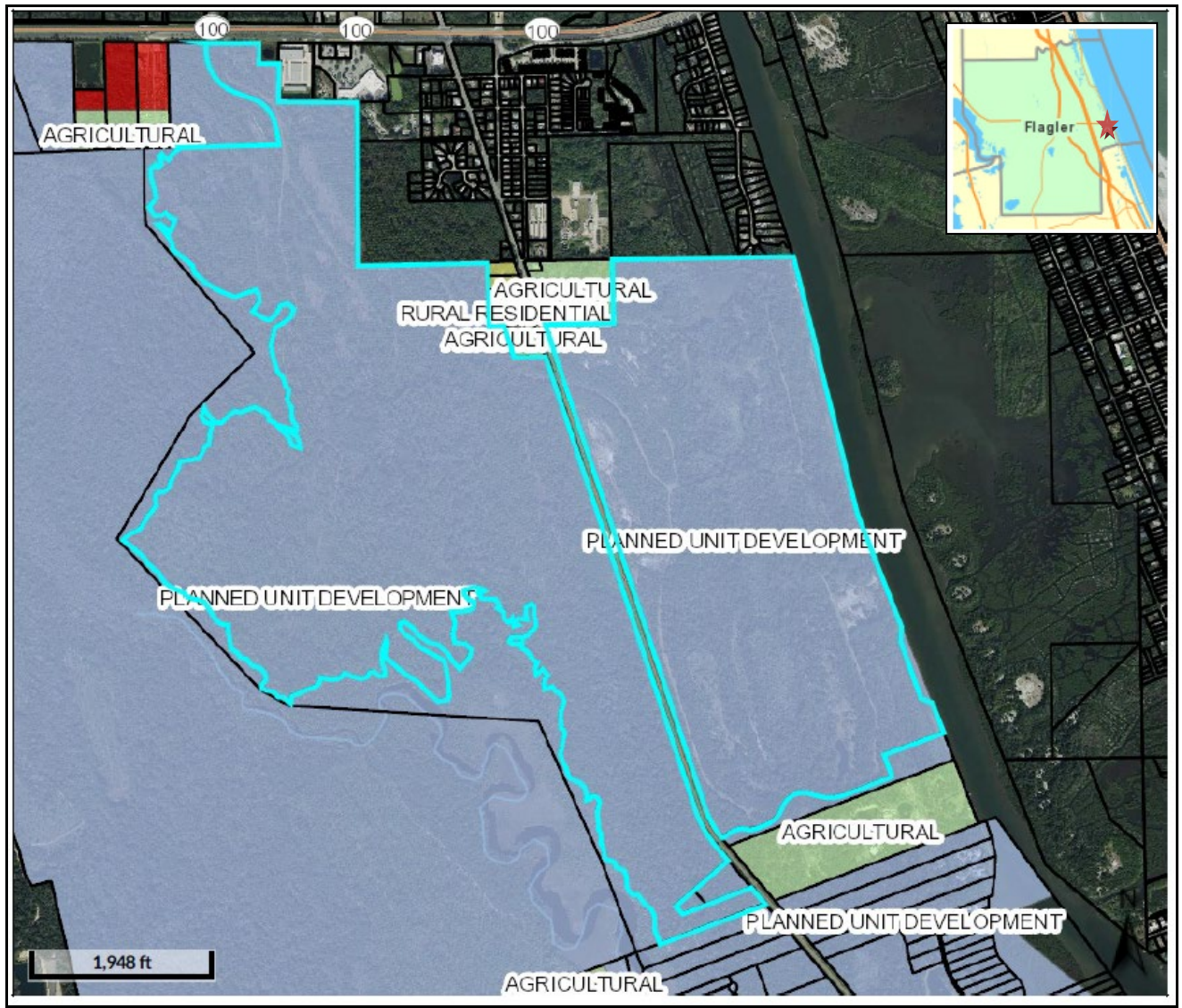
Future Land Use Map



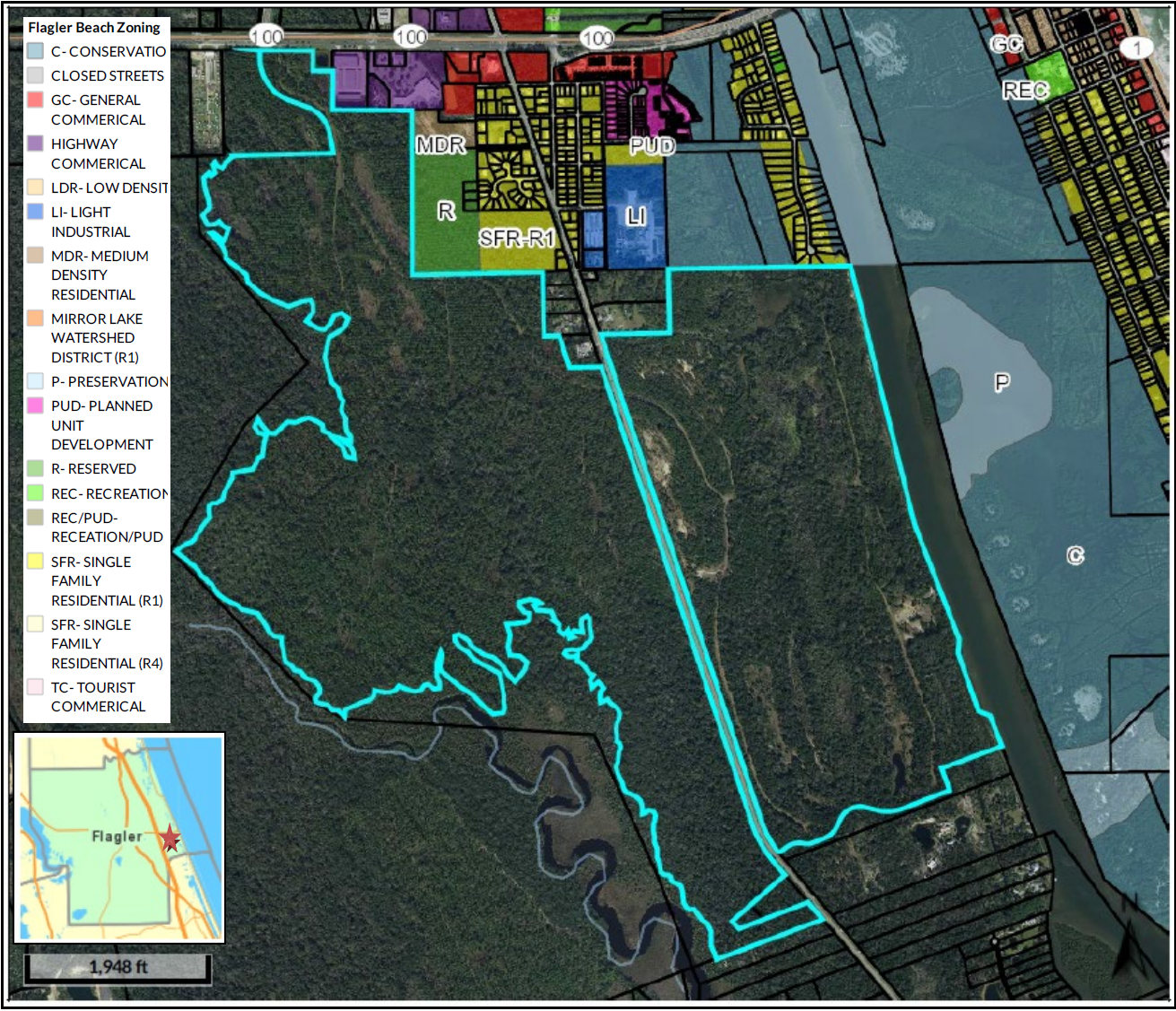
City of Flagler Beach Future Land Use Map



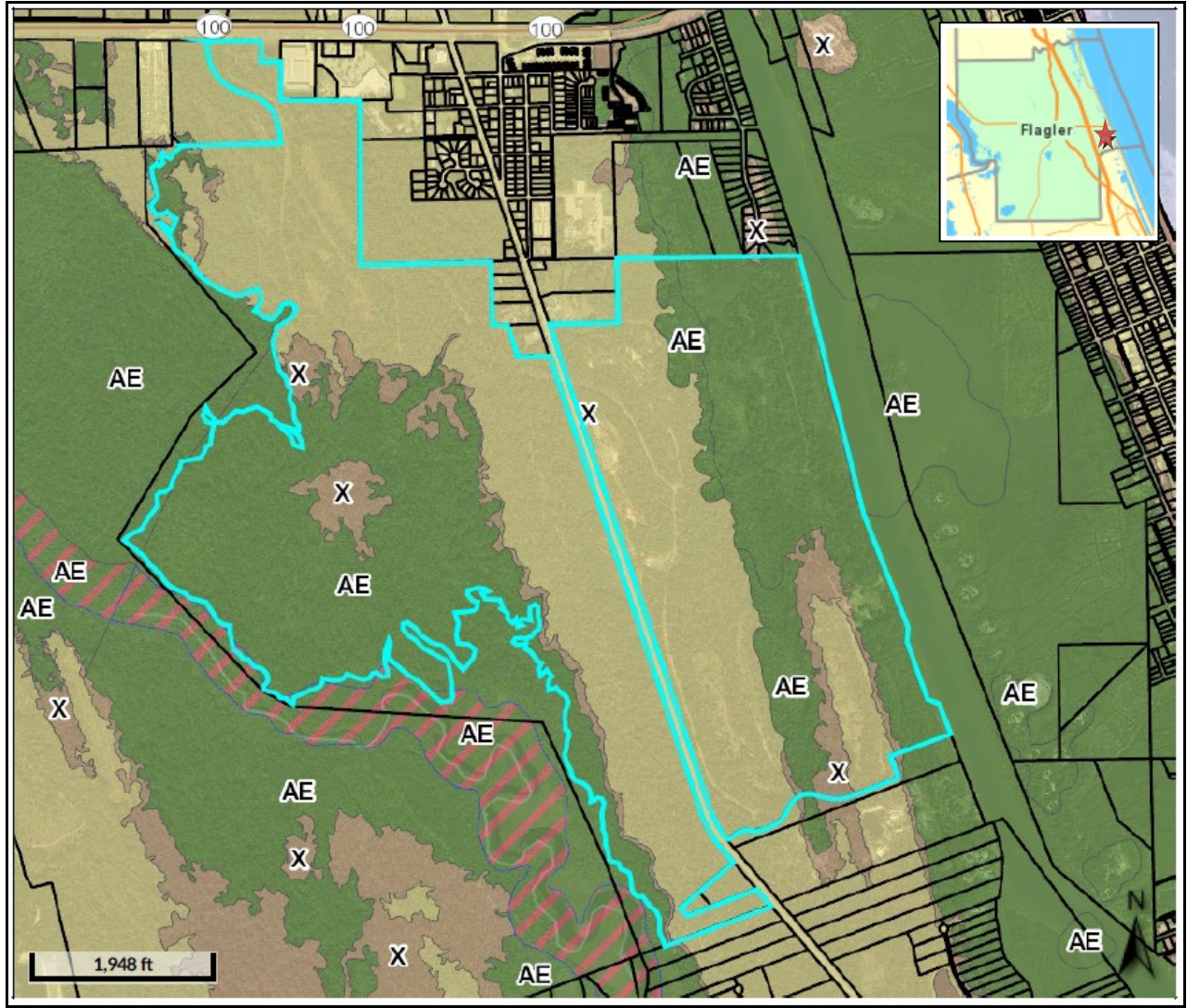
Zoning Map



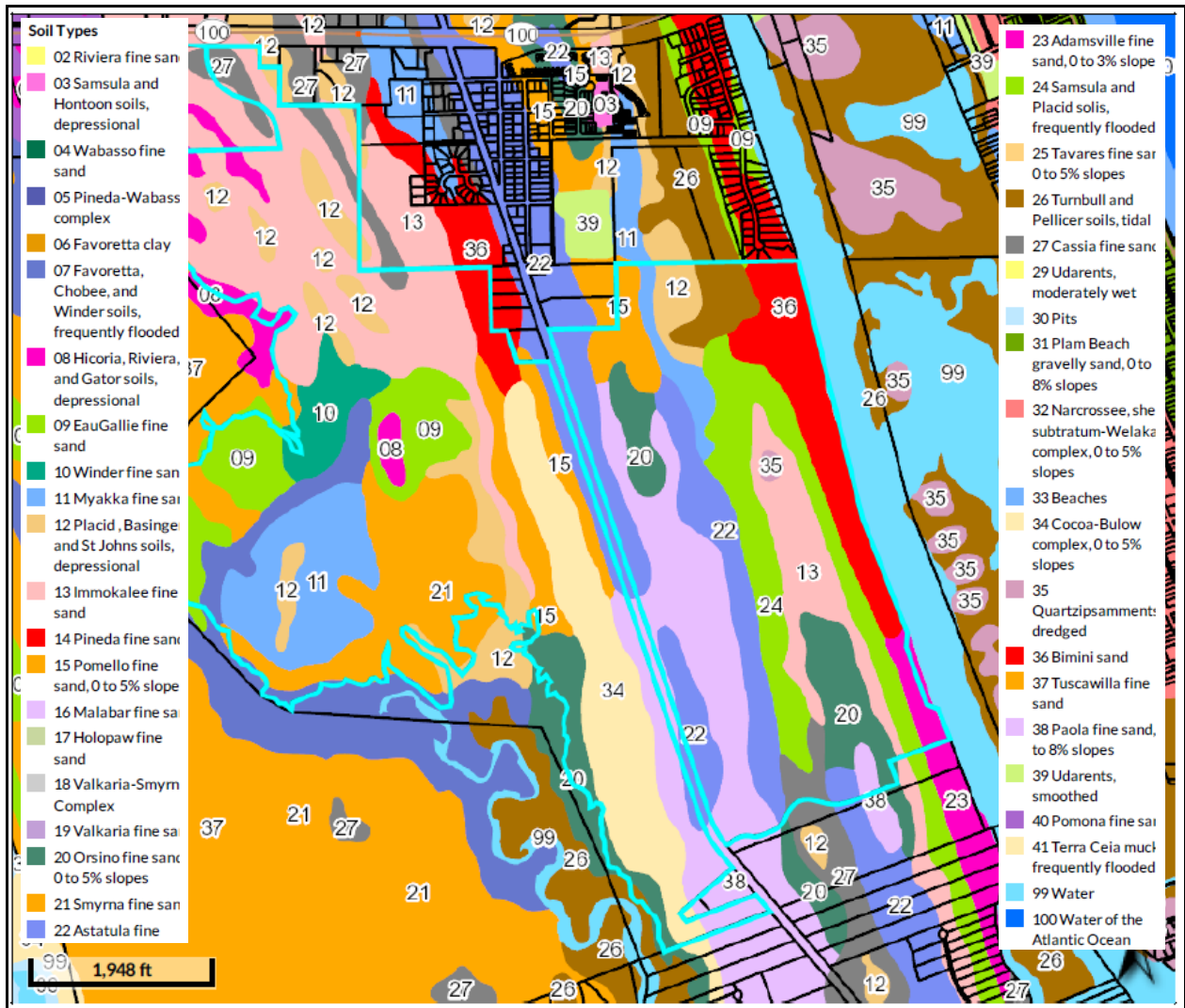
City of Flagler Beach Zoning Map



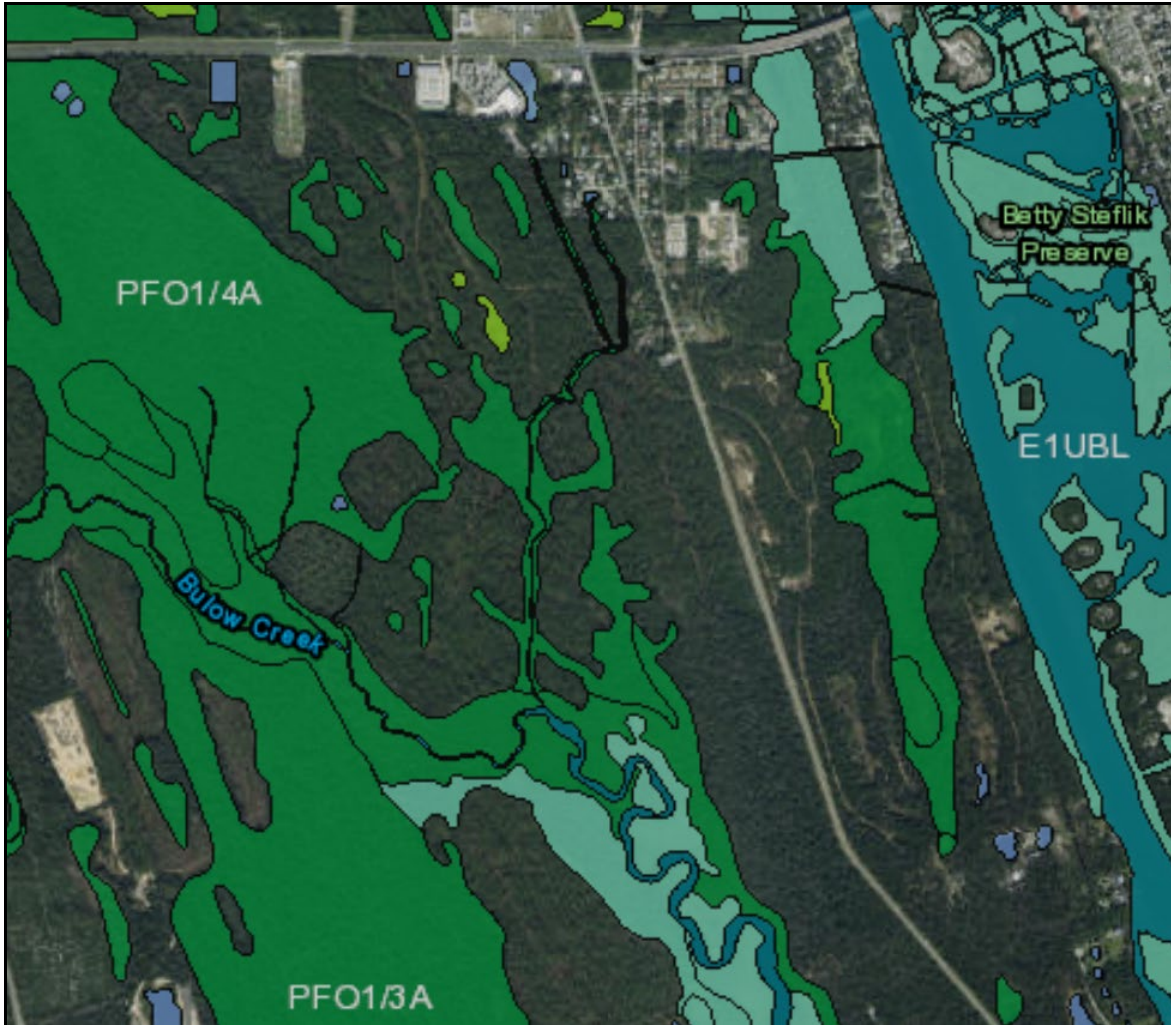
Flood Zone



Soils Map



National Wetlands Inventory Mapper



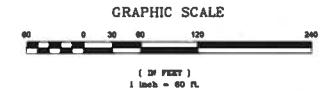
VERANDA BAY PHASE 1A

A PART OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

PLAT BOOK

PAGE

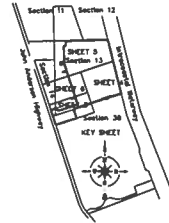
SHEET 3 OF 6



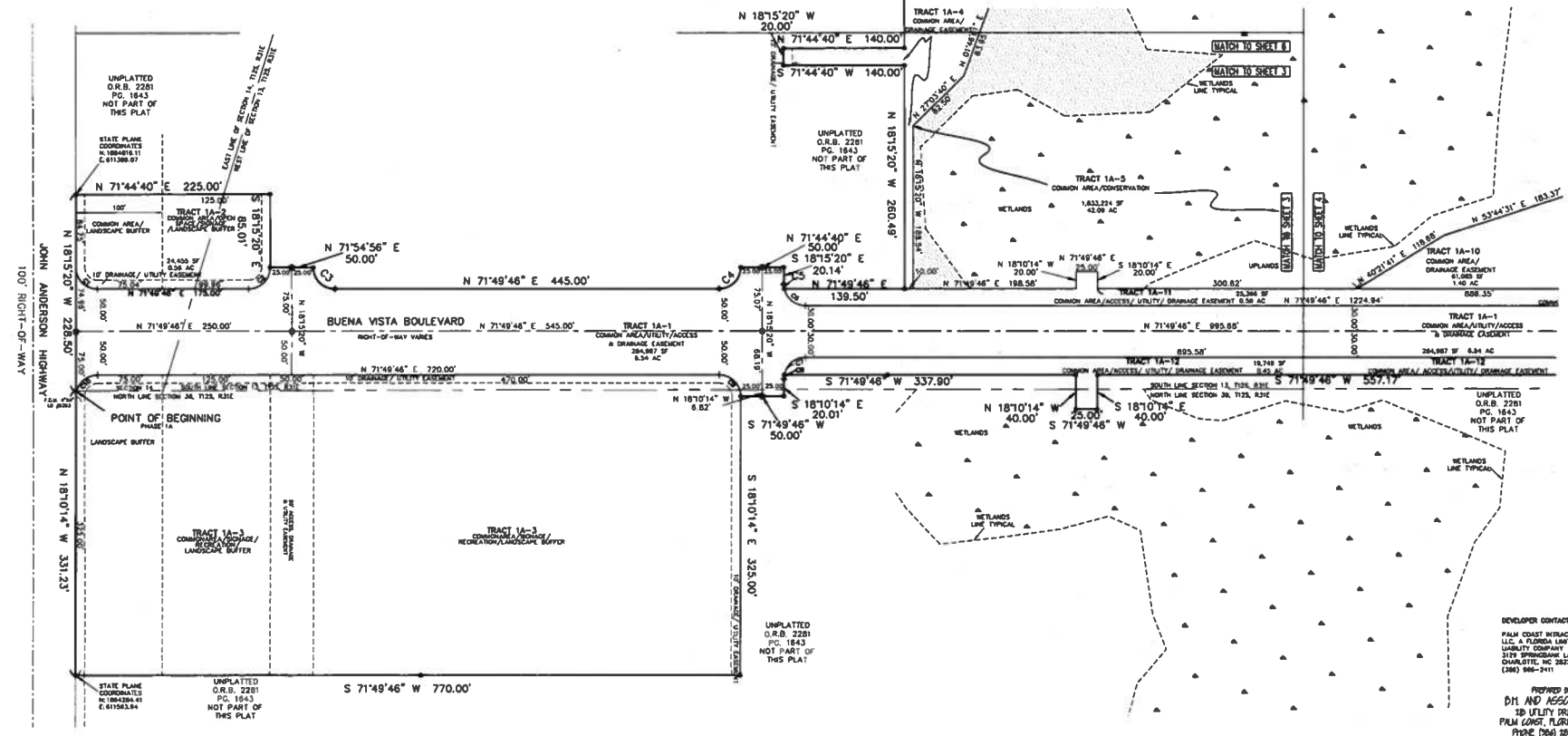
- LEGEND**
- O.R.B. OFFICIAL RECORDS BOOK
 - SF SQUARE FEET
 - CON. CONCRETE MONUMENT
 - P.C. POINT OF CURVATURE
 - P.T. POINT OF TANGENCY
 - P.U.D. PLANNED URBAN DEVELOPMENT
 - P.R.C. POINT OF REVERSE CURVE
 - R.P. RADIOS POINT
 - P.I. POINT OF INTERSECTION
 - P.C.C. POINT OF COMPOUND CURVE
 - E. EASEMENT
 - ARC LENGTH
 - CHORD DISTANCE
 - TABULARIZED CURVE DATA
 - NON RADIAL
 - RADIAL
 - ⊙ DENOTES SET PERMANENT CONTROL POINT (NAME & SIZE STAMPED ON PLAT)
 - ⊙ SET 1/2" IRON PIPE LID (1800)
 - ⊙ PERMANENT REFERENCE MONUMENT
 - ⊙ DENOTES SET PERMANENT REFERENCE MONUMENT
 - NOTE ALL LOT LINES THAT INTERSECT CURVES ARE RADIAL UNLESS OTHERWISE NOTED
 - R/W RIGHT OF WAY

HAIRY LEGEND

- WETLANDS BUFFER
- WETLANDS



TRACT NO.	AREA (AC)	PERCENTAGE	TOTAL AREA (AC)
TRACT 1A-1	1.43	1.43	1.43
TRACT 1A-2	1.43	1.43	1.43
TRACT 1A-3	1.43	1.43	1.43
TRACT 1A-4	1.43	1.43	1.43
TRACT 1A-5	1.43	1.43	1.43
TRACT 1A-6	1.43	1.43	1.43
TRACT 1A-7	1.43	1.43	1.43
TRACT 1A-8	1.43	1.43	1.43
TRACT 1A-9	1.43	1.43	1.43
TRACT 1A-10	1.43	1.43	1.43
TRACT 1A-11	1.43	1.43	1.43
TRACT 1A-12	1.43	1.43	1.43
TRACT 1A-13	1.43	1.43	1.43
TRACT 1A-14	1.43	1.43	1.43
TRACT 1A-15	1.43	1.43	1.43
TRACT 1A-16	1.43	1.43	1.43
TRACT 1A-17	1.43	1.43	1.43
TRACT 1A-18	1.43	1.43	1.43
TRACT 1A-19	1.43	1.43	1.43
TRACT 1A-20	1.43	1.43	1.43
TRACT 1A-21	1.43	1.43	1.43
TRACT 1A-22	1.43	1.43	1.43
TRACT 1A-23	1.43	1.43	1.43
TRACT 1A-24	1.43	1.43	1.43
TRACT 1A-25	1.43	1.43	1.43
TRACT 1A-26	1.43	1.43	1.43
TRACT 1A-27	1.43	1.43	1.43
TRACT 1A-28	1.43	1.43	1.43
TRACT 1A-29	1.43	1.43	1.43
TRACT 1A-30	1.43	1.43	1.43
TRACT 1A-31	1.43	1.43	1.43
TRACT 1A-32	1.43	1.43	1.43
TRACT 1A-33	1.43	1.43	1.43
TRACT 1A-34	1.43	1.43	1.43
TRACT 1A-35	1.43	1.43	1.43
TRACT 1A-36	1.43	1.43	1.43
TRACT 1A-37	1.43	1.43	1.43
TRACT 1A-38	1.43	1.43	1.43
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TRACT 1A-46	1.43	1.43	1.43
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TRACT 1A-51	1.43	1.43	1.43
TRACT 1A-52	1.43	1.43	1.43
TRACT 1A-53	1.43	1.43	1.43
TRACT 1A-54	1.43	1.43	1.43
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TRACT 1A-60	1.43	1.43	1.43
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TRACT 1A-62	1.43	1.43	1.43
TRACT 1A-63	1.43	1.43	1.43
TRACT 1A-64	1.43	1.43	1.43
TRACT 1A-65	1.43	1.43	1.43
TRACT 1A-66	1.43	1.43	1.43
TRACT 1A-67	1.43	1.43	1.43
TRACT 1A-68	1.43	1.43	1.43
TRACT 1A-69	1.43	1.43	1.43
TRACT 1A-70	1.43	1.43	1.43
TRACT 1A-71	1.43	1.43	1.43
TRACT 1A-72	1.43	1.43	1.43
TRACT 1A-73	1.43	1.43	1.43
TRACT 1A-74	1.43	1.43	1.43
TRACT 1A-75	1.43	1.43	1.43
TRACT 1A-76	1.43	1.43	1.43
TRACT 1A-77	1.43	1.43	1.43
TRACT 1A-78	1.43	1.43	1.43
TRACT 1A-79	1.43	1.43	1.43
TRACT 1A-80	1.43	1.43	1.43
TRACT 1A-81	1.43	1.43	1.43
TRACT 1A-82	1.43	1.43	1.43
TRACT 1A-83	1.43	1.43	1.43
TRACT 1A-84	1.43	1.43	1.43
TRACT 1A-85	1.43	1.43	1.43
TRACT 1A-86	1.43	1.43	1.43
TRACT 1A-87	1.43	1.43	1.43
TRACT 1A-88	1.43	1.43	1.43
TRACT 1A-89	1.43	1.43	1.43
TRACT 1A-90	1.43	1.43	1.43
TRACT 1A-91	1.43	1.43	1.43
TRACT 1A-92	1.43	1.43	1.43
TRACT 1A-93	1.43	1.43	1.43
TRACT 1A-94	1.43	1.43	1.43
TRACT 1A-95	1.43	1.43	1.43
TRACT 1A-96	1.43	1.43	1.43
TRACT 1A-97	1.43	1.43	1.43
TRACT 1A-98	1.43	1.43	1.43
TRACT 1A-99	1.43	1.43	1.43
TRACT 1A-100	1.43	1.43	1.43



DEVELOPER CONTACT INFO:
PALM COAST INFRASTRUCTURAL, LLC A FLORIDA LIMITED LIABILITY COMPANY
3119 SPRINGDALE LANE CHARLOTTE, NC 28228
(360) 966-2411

PREPARED BY:
DH AND ASSOCIATES
28 UTILITY DRIVE
PALM COAST, FLORIDA 32137
PHONE (386) 289-4641

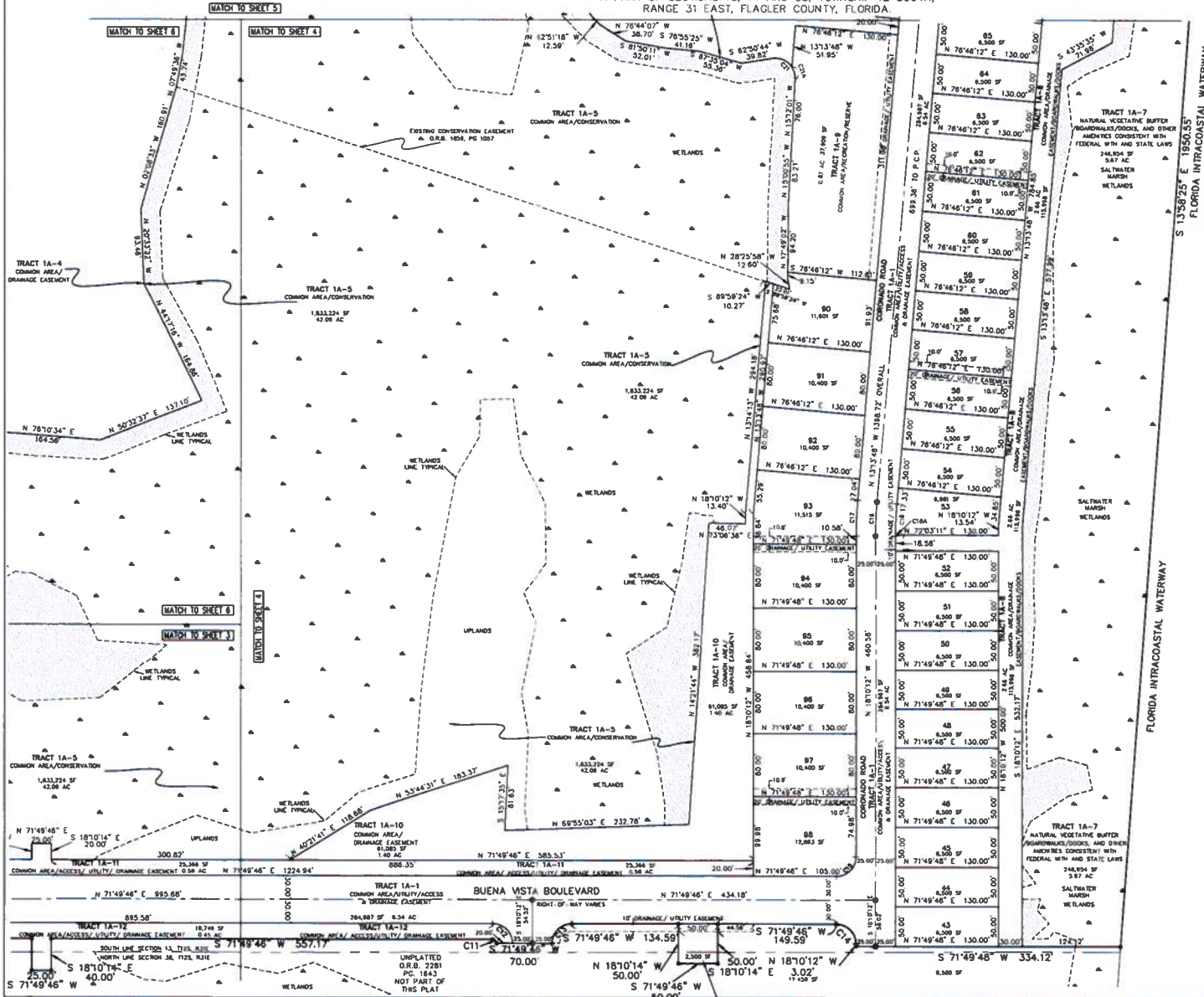
VERANDA BAY PHASE 1A

A PART OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

PLAT BOOK

PAGE

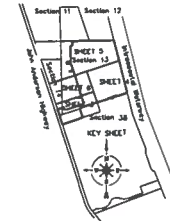
SHEET 4 OF 6



GRAPHIC SCALE



(IN FEET)
1 Inch = 60 Ft.



SYMBOL	DESCRIPTION
○	POINT OF CURVATURE
○	POINT OF TANGENCY
○	PLANNED URBAN DEVELOPMENT
○	POINT OF REVERSE CURVE
○	POINT OF INTERSECTION
○	POINT OF COMPOUND CURVE
○	RADIUS
○	ARC LENGTH
○	CHORD DISTANCE
○	TABULAR CURVE DATA
○	NON TABULAR
○	RADIAL
○	DOOR'S SET PERMANENT CONTROL POINT (BANK & ROCK STAKED 1/2 FEET)
○	SET 1/2" HIGH PIPE LB (FRONT)
○	PERMANENT REFERENCE MONUMENT
○	DOOR'S SET PERMANENT REFERENCE MONUMENT
○	ALL LOT LINES THAT INTERSECT CURVES ARE RADIAL UNLESS OTHERWISE NOTED
○	RIGHT OF WAY

LEGEND

- O.R.B. OFFICIAL RECORDS BOOK
- SF SQUARE FEET
- C.H. COMMON HORIZONTAL
- P.C. POINT OF CURVATURE
- P.T. POINT OF TANGENCY
- P.U.D. PLANNED URBAN DEVELOPMENT
- P.R.C. POINT OF REVERSE CURVE
- P.I. POINT OF INTERSECTION
- P.C.C. POINT OF COMPOUND CURVE
- R. RADIUS
- L. ARC LENGTH
- C.D. CHORD DISTANCE
- T.C.D. TABULAR CURVE DATA
- N.T. NON TABULAR
- R. RADIAL
- DOOR'S SET PERMANENT CONTROL POINT (BANK & ROCK STAKED 1/2 FEET)
- SET 1/2" HIGH PIPE LB (FRONT)
- PERMANENT REFERENCE MONUMENT
- DOOR'S SET PERMANENT REFERENCE MONUMENT
- ALL LOT LINES THAT INTERSECT CURVES ARE RADIAL UNLESS OTHERWISE NOTED
- RIGHT OF WAY

MATCH LEGEND

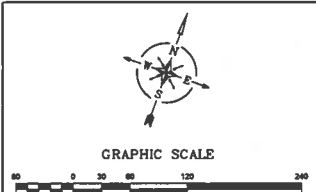
- DOOR'S RECEIVED AS RADIAL BUTT
- DOOR'S WETLANDS

DEVELOPER CONTACT INFO
PALM COAST INTRACOASTAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY
3725 SPRINGDALE LANE, CHARLOTTE, NC 28226
(704) 988-2411

PREPARED BY
D.M. & ASSOCIATES
2011 PALM COAST, FLORIDA 32137
PHONE (386) 325-4944

VERANDA BAY PHASE 1A

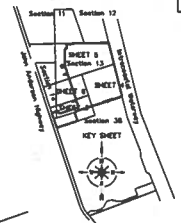
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RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.



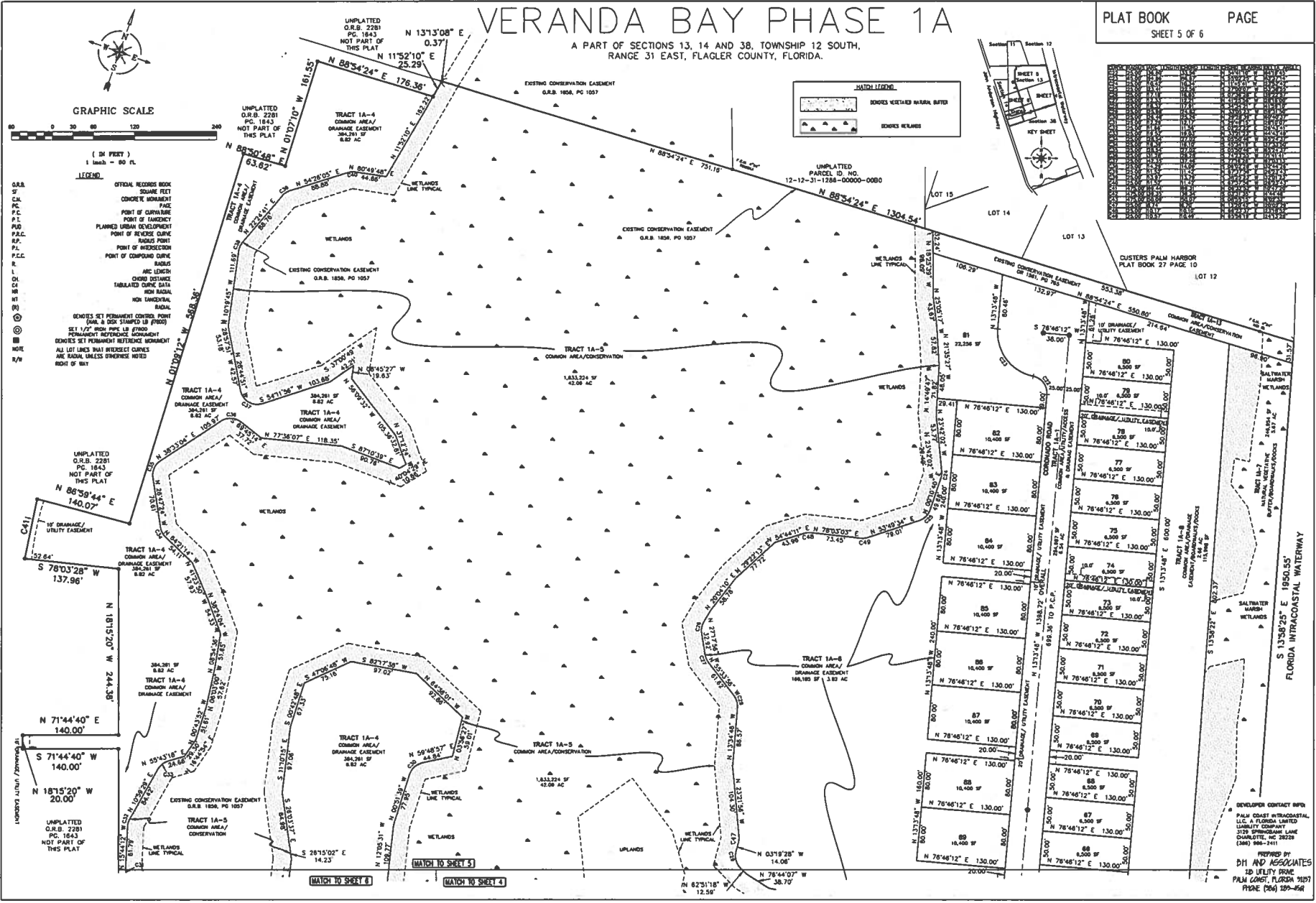
LEGEND

(IN FEET)
1 inch = 80 ft.

O.R.B.	OFFICIAL RECORDS BOOK
S.F.	SQUARE FEET
C.A.	CONCRETE MONUMENT
P.C.	POINT OF CURVATURE
P.I.	POINT OF INTERSECTION
P.L.	PLANNED URBAN DEVELOPMENT
P.R.C.	POINT OF REVERSE CURVE
R.P.	RADIUS POINT
P.I.	POINT OF INTERSECTION
P.C.C.	POINT OF CURVATURE
R.	RADIUS
L	ARC LENGTH
CH	CHORD DISTANCE
MB	TABLED CURVE DATA
HT	NON TANGENTIAL
(R)	RADIAL
⊙	MONUMENT CENTER POINT (AND 2 ODK STAMPED LB #7000)
⊙	SET 1/2" FROM PIPE LB #7000
⊙	PERMANENT REFERENCE MONUMENT
⊙	MONUMENT SET PERMANENT REFERENCE MONUMENT
⊙	NOTE: ALL LOT LINES MAY INTERSECT CURVES ARE RADIAL UNLESS OTHERWISE NOTED
R/W	RIGHT OF WAY



1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84
85	86	87	88	89	90	91	92	93	94	95	96
97	98	99	100	101	102	103	104	105	106	107	108
109	110	111	112	113	114	115	116	117	118	119	120



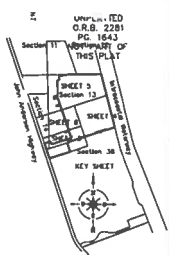
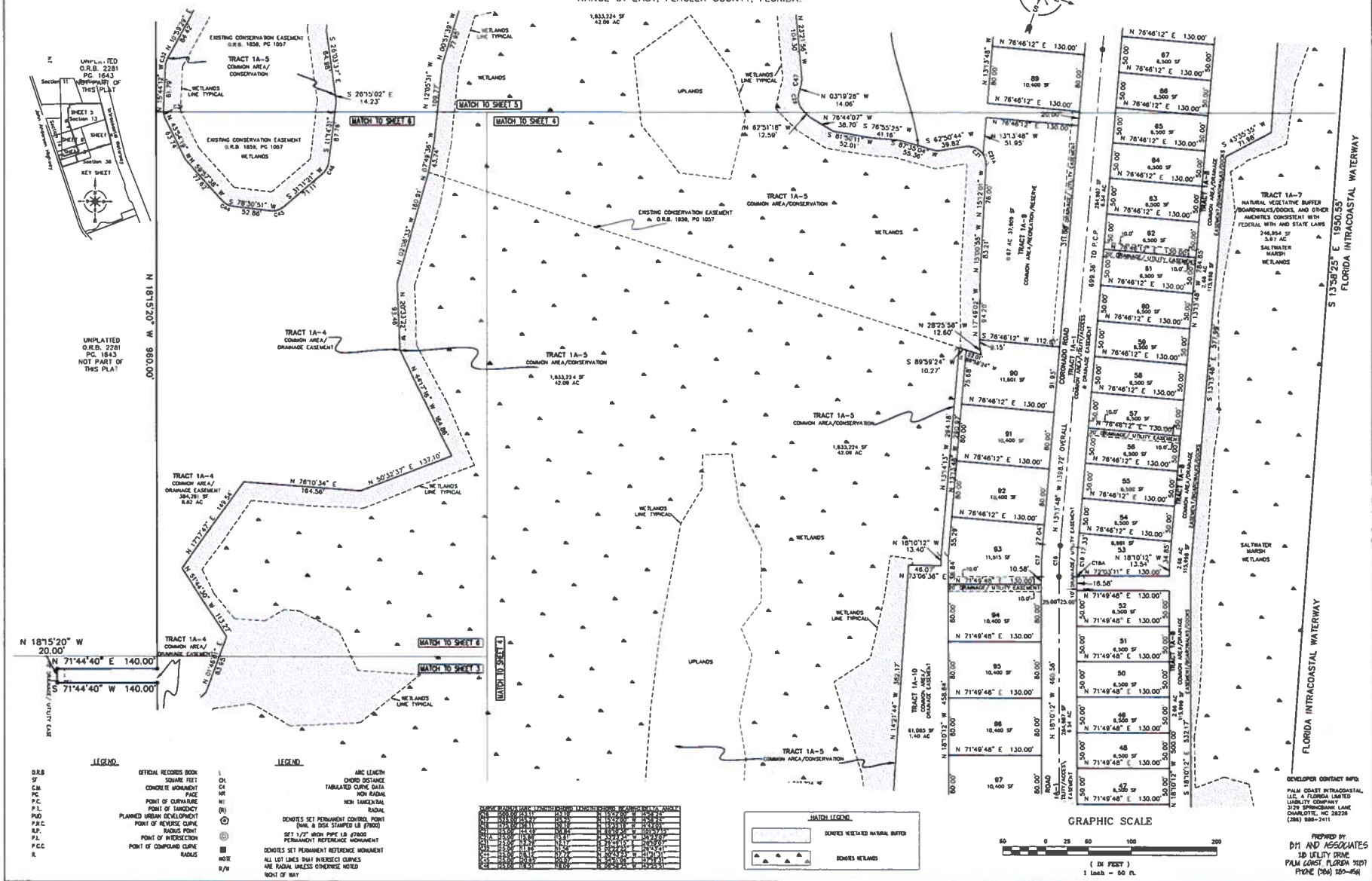
DEVELOPER CONTACT INFO:
PALM COAST INTRACOSTAL
LLC A FLORIDA LIMITED
LIABILITY COMPANY
3129 SPRINGDALE LANE
DAWSONVILLE, GA 30628
(404) 986-7411

PREPARED BY:
D.H. AND ASSOCIATES
210 UTILITY DRIVE
PALM COAST, FLORIDA 32107
PHONE (386) 289-4948

VERANDA BAY PHASE 1A

A PART OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

PLAT BOOK PAGE
SHEET 6 OF 6

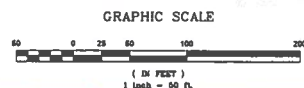


UNPLATTED
O.R.B. 2281
P.C. 1843
NOT PART OF
THIS PLAT

N 18°15'20" W
20.00'
N 71°44'40" E 140.00'
S 71°44'40" W 140.00'

- | | | |
|--------------------------------|--|--|
| LEGEND | LEGEND | LEGEND |
| O.R.B. OFFICIAL RECORDS BOOK | ARC LENGTH | ARC LENGTH |
| SF SQUARE FEET | CHORD DISTANCE | CHORD DISTANCE |
| C.M. CONCRETE MONUMENT | TABULAR CURVE DATA | TABULAR CURVE DATA |
| P.C. POINT OF CURVATURE | NON RADIAL | NON RADIAL |
| P.T. POINT OF TANGENCY | NON TANGENTIAL | NON TANGENTIAL |
| P.D. PLANNED URBAN DEVELOPMENT | RADIAL | RADIAL |
| P.A.C. POINT OF REVERSE CURVE | DENOTES SET PERMANENT CONTROL POINT | DENOTES SET PERMANENT CONTROL POINT |
| R.P. RADIAL POINT | (SINK & ROCK STAMPS LB (P) OR) | (SINK & ROCK STAMPS LB (P) OR) |
| P.I. POINT OF INTERSECTION | PERMANENT REFERENCE MONUMENT | PERMANENT REFERENCE MONUMENT |
| P.C.C. POINT OF COMPOUND CURVE | DENOTES SET PERMANENT REFERENCE MONUMENT | DENOTES SET PERMANENT REFERENCE MONUMENT |
| R. RADIUS | ALL LOT LINES THAT INTERSECT CURVES | ALL LOT LINES THAT INTERSECT CURVES |
| | ARE RADIAL UNLESS OTHERWISE NOTED | ARE RADIAL UNLESS OTHERWISE NOTED |
| | NOTE: IF 'MAY' | NOTE: IF 'MAY' |

TRACT	AREA (AC)	PERCENTAGE
TRACT 1A-4	8.82	1.00%
TRACT 1A-5	42.08	5.00%
TRACT 1A-7	2.87	0.34%
TOTAL	53.77	6.34%



DEVELOPER CONTRACT INFO:
PALM COAST INTRACASTAL
L.L.C. A FLORIDA LIMITED
LIABILITY COMPANY
3176 SPRINGDALE LANE
DAWSONVILLE, GA 30628
(770) 888-2411

PREPARED BY:
DH AND ASSOCIATES
280 KELLY DRIVE
PALM COAST, FLORIDA 32177
PHONE (386) 325-4564



APPLICATION FOR FINAL PLAT

FLAGLER COUNTY, FLORIDA
1769 E. Moody Blvd, Bldg 2, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project #: Veranda Bay - Phase 1-A

PROPERTY OWNER(S)	Name(s):	Palm Coast Intracoastal, LLC., William G. Allen, Manager		
	Mailing Address:	3129 Springbank Lane		
	City: Charlotte	State: NC	Zip: 28226	
	Email: <u>kenbelshe@yahoo.com</u>	Telephone #	(386) 259-1591	Fax # ()

APPLICANT/AGENT	Name(s):	Parker Mynchenberg & Associates, Inc.		
	Mailing Address:	1729 Ridgewood Ave.		
	City: Holly Hill	State: FL	Zip: 32117	
	Email: <u>info@parkermynchenberg.com</u>	Telephone #	(386) 677-6891	Fax # ()

SUBJECT PROPERTY	SITE LOCATION (street address):		
	LEGAL DESCRIPTION: (briefly describe, do not use "see attached")		
	Parcel # (tax ID #):	13-12	31-0000-01010-0000
	Parcel Size:	90.40 Acres	
	Number of Miles of New Road(s):		
	Current Zoning Classification:		PUD
	Current Future Land Use Designation:		Agriculture & Timberlands
	Subject to A1A Scenic Corridor IDO?		YES NO <input checked="" type="checkbox"/> X

PURPOSE OF SUBMISSION / PROJECT DATA: Subdivide 90.40 acres into 56 single-family residential lots.

2-3-2022
Signature of Owner(s) or Applicant/Agent Date
if Owner Authorization form attached

****OFFICIAL USE ONLY****

BOARD OF COUNTY COMMISSIONERS ACTION:

APPROVED []
*APPROVED WITH CONDITIONS []
DENIED []

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

Mr. Adam Mengel, AICP, LEED AP BD+C
Flagler County, Planning & Zoning Department
1769 E. Moody Blvd. Building 2 - Suite 105
Bunnell, Florida 32110

April 1, 2022

**Re: VERANDA BAY – PHASE 1A
Final Plat Submittal**

Dear Adam:

Please find enclosed the following in connection with the above referenced project:

1. Six (6) copies of the Final Plat.
2. Six (6) copies of the Boundary Survey.
3. One (1) copy of the Application for Final Plat.
4. One (1) copy of the Warranty Deed.
5. One (1) copy of the Title Opinion.
6. One (1) copy of the Paid Property Tax Receipt.
7. One (1) copy of the Letter of Authorization.
8. One (1) signed and sealed copy of the Permit Summary List.
9. One (1) disk containing PDF files of the submittal package paperwork.

To be submitted under separate cover:

1. One (1) signed and sealed copy of the Engineer's Certification of Cost.
2. One (1) check in the amount of \$5,650.00 to Cover the Final Plat Application Fee (to be delivered to Flagler County by Developer).
3. One (1) Performance Bond Guarantee in the Amount of 125% of Approved Engineers Cost Estimate.

Project Description: Subdivide 90.40 acres into 56 single-family residential lots.

By copy of the letter, I affirm that the application is in compliance with all statutory requirements.

Should you have any questions or need additional information, please contact me at (386)677-6891.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

PM/af

cc: Mr. Ken Belshe
Ms. Danielle Ferguson
Mr. Michael Chiumento, III

LETTER OF AUTHORIZATION

Re: VERANDA BAY

To Whom It May Concern:

By copy of this letter, I, William G. Allen, Manager of Palm Coast Intracoastal, LLC, hereby authorize Parker Mynchenberg & Associates, Inc. to act on my behalf with regard to obtaining agency approvals, including, but not limited to:

- 1. City and County Plat and Site Plan Submittals (if applicable)
- 2. FDEP Water, and Wastewater Permit Applications (if applicable)
- 3. St Johns River Water Management District Permit Applications (if applicable)
- 4. FDOT Driveway, Drainage, and Utility Permit Applications (if applicable)
- 5. County Use Permit Applications (if applicable)

If you have any questions, please contact me at 386-259-1591.

Yours truly,


 William G. Allen, Manager

2-3-2022
 Date

Palm Coast Intracoastal, LLC
 3129 Springbank Lane
 Charlotte, NC 28226

STATE OF FLORIDA

COUNTY OF COLLIER

Before me, the undersigned authority, this day personally appeared William G. Allen, well known to me to be Manager of Palm Coast Intracoastal, LLC, and he acknowledges executing the foregoing Letter of Authorization under authority duly vested in him by said County as such officer and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 3rd day of February, 2022.

My Commission expires: 01/02/26

Tracey A. Benavides
 Notary Public, State of Florida at Large



**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

William C. Guthrie, Esq.
Foley & Lardner LLP
111 N. Orange Avenue, Suite 1800
Orlando, FL 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of the 24th day of May, 2018, by **HAMMOCK BEACH RIVER CLUB, LLC, a Georgia limited liability company**, whose address is 200 Ocean Crest Drive, Suite 31, Palm Coast, FL 32137 (hereinafter referred to as "Grantor"), to **PALM COAST INTRACOASTAL, LLC, a Florida limited liability company**, whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 (hereinafter referred to as "Grantee").

WITNESSETH:

THAT Grantor, for consideration in the sum of Ten Dollars (\$10.00) to it in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, that certain real estate situated in the County of Flagler, State of Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "Property").

TOGETHER WITH the improvements thereon and the rights, easements, privileges, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that the land is free of all encumbrances except for the matters listed on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "Permitted Exceptions") and that title to the Property is conveyed subject to the Permitted Exceptions (provided, however, that reference thereto shall not serve to re-impose any of the same).

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its Manager, hereunto duly authorized, effective as of the day and year first above written.

GRANTOR:

HAMMOCK BEACH RIVER CLUB, LLC,
a Georgia limited liability company

By: LRA HB GARDENS, LLC, a Delaware limited liability company, its sole Member and sole Manager

WITNESSES:

[Signature]
Print Name: David D. Barz

[Signature]
Print Name: Jeffrey Goodman

By: [Signature]
Stuart A. Margulies, its
Senior Managing Principal

RECORDED

STATE OF PA)
COUNTY OF Philadelphia)

21st The foregoing instrument was sworn to, subscribed and acknowledged before me this day of May, 2018, by Stuart A. Margulies who is the Senior Managing Principal of LRA HB Gardens, LLC, a Delaware limited liability company, on behalf of the Company, the sole Member and sole Manager of Hammock Beach River Club, LLC, a Georgia limited liability company. He [] is personally known to me or has [] produced a current Florida driver's license as identification or [] produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of PA
Print Name Julianne Walsh
Commission No. _____

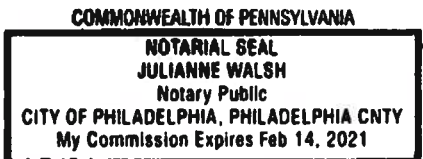


EXHIBIT "A" – Page 1 of 3
Legal Description of Property

A portion of Lots 1, 3, 7, 8 and 9 and all of Lots 4, 10, 11 and 12, Block C, Bunnell Development Company's Land as recorded in Plat Book 1, Page 1, in the Public Records of Flagler County, Florida, together with a portion of Government Section 14, 38, and 39, Township 12 South, Range 31 East, Flagler County, Florida, situated in Government Sections 11, 14, 38 and 39, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the intersection of the East right of way line of John Anderson Highway (State Road 201) and the North line of said Section 38-12-31; thence South 71°47'17" West, a distance of 100.00 feet to a point on the West right of way line of John Anderson Highway (State Road 201), also being the Point of Beginning; thence along said West right of way line the following three courses: South 18°10'26" East, a distance of 3,184.36 feet to a point of curvature of a non-tangent curve concave Northeasterly having a radius of 1,196.28 feet, a central angle 22°09'26" and a chord distance of 459.74 feet which bears South 29°14'21" East; thence Southeasterly along the arc of said curve a distance of 462.62 feet; thence South 40°21'41" East, a distance of 776.28 feet; thence departing said West right of way line South 69°18'47" West, a distance of 1433.82 feet, thence North 20°41'22" West, a distance of 995.98, thence North 24°04'44" West, a distance of 1618.01 feet; thence North 86°17'06" West, a distance of 2,604.28 feet; thence North 60°37'10" West, a distance of 341.50 feet; thence North 43°23'02" West, a distance of 2,172.87 feet, thence North 30°47'31" East, a distance of 1,526.35 feet; thence North 45°31'15" East, a distance of 902.38 feet; thence North 40°14'18" West, a distance of 1,732.75 feet; thence North 06°10'40" West, a distance of 189.68 feet; thence North 00°15'33" West, a distance of 614.90 feet; thence North 88°32'16" East, a distance of 257.93 feet; thence North 01°27'08" West, a distance of 1,087.72 feet to a point on the South line of State Road No. 100; thence along said South right of way line South 89°29'03" East, a distance of 959.81 feet; thence departing said South right of way line South 00°30'57" West, a distance of 210.00 feet; thence South 89°29'03" East, a distance of 210.00 feet; thence South 00°30'57" West, a distance of 389.92 feet; thence South 89°28'38" East, a distance of 822.42 feet; thence South 00°06'48" East, a distance of 1,704.61 feet; thence North 88°51'12" East, a distance of 1350.55 feet; thence South 01°10'32" East, a distance of 660.84 feet; thence North 88°37'17" East, a distance of 158.75 feet; thence South 18°14'40" East, a distance of 330.09 feet; thence North 88°50'11" East, a distance of 330.04 feet to a point on the West right of way line of John Anderson Highway (State Road 201); thence along said right of way line South 18°15'00" East, a distance of 1,788.60 feet to the Point of Beginning.

EXHIBIT "A" – Page 2 of 3
Legal Description of Property

Together with

A portion of Sections 13, 14 and 38, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Beginning at the intersection of the East right of way line of John Anderson Highway (State Road 201) and the North line of said Section 38-12-31; thence along said East right-of-way line North 18°15'00" West, a distance of 2,087.53 feet; thence departing said East right of way line North 88°47'52" East, a distance of 710.35 feet to a point on the West line of Section 13-12-31; thence along said West Section line North 01°13'40" West, a distance of 661.23 feet to a point on the North line of Section 13-12-31; thence along said North Section line North 88°36'18" East, a distance of 1,890.40 feet to the point on the West right-of-way line of Florida Intracoastal Waterway; thence along said West right of way line the following two courses: South 13°59'25" East, a distance of 2,750.14 feet; thence South 21°17'55" East, a distance of 1265.83 feet; thence departing said West right of way line and along a Westerly line of the Historic Channel of Haw Lover Creek, South 03°54'35" West, a distance of 148.38 feet; thence South 19°27'08" East, a distance of 643.95 feet, thence South 68°38'53" East, a distance of 113.53 feet to a point on the aforesaid Intracoastal right-of-way, thence South 21°17'55" East, a distance of 647.80 feet; thence departing said right-of-way South 69°10'09" West, a distance of 2520.12 feet to a point on the East right of way line of John Anderson Highway (State Road 201); thence along said East right-of-way line the following three courses: North 40°21'41" West, a distance of 74.31 feet to a point of curvature of a non-tangent curve concave Northeasterly having a radius of 1,095.28 feet, a central angle of 22°09'21" and a chord distance of 421.29 feet which bears North 29°14'17" West; thence Northwesterly along the arc of said curve a distance of 423.92 feet; thence North 18°10'26" West, a distance of 3,184.44 feet to the Point of Beginning.

Formerly known as GARDENS AT HAMMOCK BEACH, according to the plat thereof as recorded in Plat Book 35, Pages 80 through 100, Public Records of Flagler County, Florida.

LESS AND EXCEPT: The land contained in the Quit Claim Deed recorded in Official Records Book 1620, Page 434, Public Records of Flagler County, Florida.

LESS AND EXCEPT: The land contained in the Special Warranty Deed recorded in Official Records Book 1636, Page 1694, Public Records of Flagler County, Florida.

LESS AND EXCEPT: The land contained in the Special Warranty Deed recorded in Official Records Book 1789, Page 750, Public Records of Flagler County, Florida.

LESS AND EXCEPT: Tracts PL-2 and PL-3, GARDENS AT HAMMOCK BEACH, according to the plat thereof as recorded in Plat Book 35, Pages 80 through 100, Public Records of Flagler County, Florida.

EXHIBIT "A" – Page 3 of 3
Legal Description of Property

TOGETHER WITH

A parcel of land in the South 1/2 of Section 11, Township 12 South, Range 31 East, Flagler County, Florida more particularly described as follows:

Commence at the Southwest corner of Government Section 11, Township 12 South, Range 31 East as monumented by a 4" x 4" concrete monument inscribed with a "t"; thence along the Southerly line of said Section 11 North 88°51'19" East a distance of 2591.75 feet to the Point of Beginning; thence North 00°06'41" East a distance of 1287.36 feet; thence North 88°28'36" East, a distance of 680.27 feet; thence South 01°24'50" East, a distance of 345.10 feet; thence South 88°36'24" West, a distance of 150.00 feet; thence South 01°28'15" East, a distance of 300.30 feet; thence North 88°36'24" East, a distance of 150.00 feet; thence South 01°08'43" East, a distance of 24.77 feet; thence North 88°54'22" East, a distance of 749.54 feet to a point on the Westerly right of way line of State Road 201, (also known as John Anderson Highway); thence along said Westerly right of way line, South 18°11'55" East, a distance of 401.46 feet; thence departing said right of way line, South 77°14'08" West, a distance of 99.57 feet; thence South 01°16'02" East, a distance of 216.94 feet; thence South 88°50'35" West, a distance of 126.47 feet to a point on the Southerly line of aforesaid Section 11; thence along said Southerly line South 88°51'19" West, a distance of 1,350.55 feet to the Point of Beginning.

TOGETHER WITH

A parcel of land in Section 12, Township 12 South, Range 31 East, Flagler County, Florida more particularly described as follows:

Begin at the Southwest corner of said Government Section 12, thence departing said Southerly line North 01°30'23" West a distance of 1203.23 feet along the Westerly line of said Section 12; thence North 88°52'15" East, a distance of 649.96 feet; thence South 19°00'52" East, a distance of 1,265.64 feet; thence South 88°56'30" West, along said Section line, a distance of 1,030.73 feet to the Point of Beginning.

Exhibit "B"
Permitted Exceptions

1. The Gardens at Hammock Beach Community Development District established by Ordinance No. 2006-21 of Flagler County, Florida.
2. Ad valorem and non-ad valorem real estate taxes for the year 2018 and subsequent years, not yet due and payable.
3. All existing and applicable zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations, in each case whether existing as of the date of this Special Warranty Deed or at any time thereafter.
4. Notice Regarding Intracoastal Waterway Right of Way Recorded April 16, 1998 in Official Records Book 611, Page 1739.
5. Ordinance No. 2005-22 recorded May 3, 2006 in Official Records Book 1429, Page 19.
6. Settlement Agreement between City of Flagler Beach, a municipal corporation of the State of Florida; Flagler County, a political subdivision of the State of Florida; The Gardens at Hammock Beach Property Owners' Association, Inc., a Florida not for profit corporation; and the City of Palm Coast, a municipal corporation of the State of Florida recorded April 11, 2007 in Official Records Book 1560, Page 471.
7. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor recorded May 19, 2016 in Official Records Book 2129, Page 1549.
8. Notice of Establishment of The Gardens at Hammock Beach Community Development District recorded November 21, 2006 in Official Records Book 1508, Page 754.
9. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 765.
10. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 775 and Amendment recorded in Official Records Book 1859, Page 1057.
11. Flagler County Planning and Development Board Order No. 2987 recorded August 20, 2015 in Official Records Book 2081, Page 1056.
12. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of BUNNELL DEVELOPMENT COMPANY'S LAND OF BUNNELL FLORIDA, recorded in Plat Book 1, Page 1.
13. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

14. Rights of upper and lower stream owners in and to the use of the waters of Florida Intracoastal Waterway and to the continued uninterrupted flow thereof.
15. Rights of upper and lower stream owners in and to the use of the waters of Bulow Creek and to the continued uninterrupted flow thereof.
16. The nature, extent or existence of riparian rights is not insured.

FCC RD

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

NOVEMBER 16, 2020

REGULAR MEETING

Present: Chair David Sullivan, Vice Chair Joe Mullins, Commissioners Charles Ericksen, Gregory Hansen and Donald O'Brien, County Administrator Jerry Cameron, County Attorney Al Hadeed and Deputy Clerk Rhea Cosgrove

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

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair Sullivan asked if any BCC member would like to table Item 9f – Relay Ridge due to neighborhood concerns made after the agenda was published.

A motion was made by Commissioner Mullins to table Item 9f to December 14, 2020 time certain at 5:30 p.m. or soon thereafter. Seconded by Commissioner Hansen.

Chair Sullivan called the question. Motion carried unanimously.

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Sullivan announced the following:

- County Offices would be closed November 26 and 27 in observance of the Thanksgiving Holiday.
- Upcoming meetings:
 - Special Meeting – November 17 at 4:00 p.m. for the swearing in of commissioners
 - Regular Meeting – December 7 at 9:00 a.m.
 - Legislative Priorities presentation to Senator Travis Hutson and Paul Renner – December 18

ITEM 4A - RECOGNITION: COMMISSIONER CHARLES ERICKSEN, JR. FOR 8 YEARS OF SERVICE TO THE CITIZENS OF FLAGLER COUNTY

County Administrator Cameron and the BCC recognized Commissioner Ericksen for his eight years of public service as a Flagler County Commissioner.

ITEM 4B - PROCLAMATIONS

None

November 16, 2020
Regular Meeting

ITEM 9H – QUASI-JUDICIAL – APPLICATION #3210 – REQUEST FOR APPROVAL OF A PRELIMINARY PLAT IN THE PUD (PLANNED UNIT DEVELOPMENT) DISTRICT FOR 335 LOTS IN SIX PHASES IN THE HAMMOCK BEACH RIVER CLUB PUD

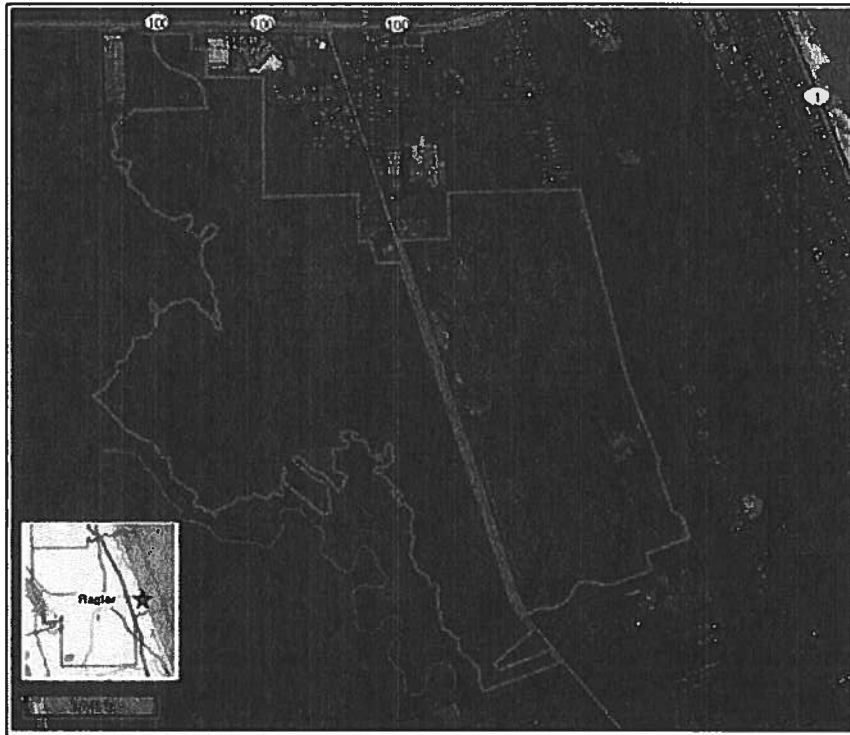
The following was requested by Adam Mengel, Growth Management Director:

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

SUBJECT: QUASI-JUDICIAL – Application #3210 – Request for Approval of a Preliminary Plat in the PUD (Planned Unit Development) District for 335 Lots in Six Phases in the Hammock Beach River Club PUD located South of State Road 100 East and lying East and West of John Anderson Highway; Parcel Number: 13-12-31-0000-01010-0000; 824.13+/- acres. Owner: Palm Coast Intracoastal, LLC/Applicant: Ken Betshe. (Project #PLAT-000103-2019).

DATE OF MEETING: November 16, 2020

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. This request is related to Application #3209, the modification to the PUD Site Development Plan for the Gardens. The request is for review of a preliminary plat in the PUD (Planned Unit Development) District for development of a 335 lot subdivision in six phases. The subject parcel is 824.13+/- acres in size and is located South of State Road 100 and is bisected by John Anderson Highway.



(Item 9h – continued)

The agent on behalf of the owner submitted a preliminary plat application and supporting documents to the County by transmittal letter dated December 19, 2019. Through the submittal, the applicant is seeking approval of a preliminary plat for:

- 56 units in Phase 1A (90.40 acres);
- 54 units in Phase 1B (18.02 acres);
- 35 units in Phase 1C (26.73 acres);
- 66 units in Phase 2A (97.66 acres);
- 65 units in Phase 2B (21.82 acres) and
- 59 units in Phase 2C (16.91 acres).

The proposed preliminary plats conform to the PUD Site Development Plan submitted through Application #3209. If the configuration of the PUD Plan changes, then similar changes will need to be made to the preliminary plat. Phasing is specifically provided for in the PUD text (as adopted through Ordinance No. 2005-22 recorded on May 3, 2006 at Official Records Book 1429, Page 19, Public Records of Flagler County, Florida:

"The Project may be developed in a single phase or multiple phases, at the discretion of the Developer. The Developer will notify the County of proposed phasing at the time of preliminary plat and construction plan review submittal(s). Infrastructure necessary to support each phase of the Project shall be constructed concurrently with that phase as a condition of platting." (PUD Section 8.1 – Phasing, in Ordinance No. 2005-22, emphasis added).

This application was reviewed by the Technical Review Committee (TRC) at its February 19, 2020 and June 17, 2020 regular meetings (the scheduled March 18, 2020 TRC meeting was canceled due to the COVID-19 Pandemic). As reflected in the TRC comments and the applicant's response, there are outstanding comments related to this project. The previous agenda item related to the modification of the PUD Site Development Plan summarizes the primary issues raised by the TRC which remain unresolved.

The Planning and Development Board considered this request at its August 11, 2020 regular meeting. The Planning and Development Board did not request additional information or that the item be tabled and recommended approval (6-0). The Planning and Development Board also requested that staff confirm the timing of fill on the lots and verbally report the timing to the Board of County Commissioners.

Public notice has been provided for this application according to Land Development Code (LDC) Section 2.07.00.

This agenda item is:

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

OPTIONS FOR THE BOARD:

1. Option 1 – Approval (as submitted): The Board of County Commissioners approves Application #3210, the Preliminary Plat for the Gardens PUD, finding that the proposed Preliminary Plat and construction plans are consistent with the Flagler County

(Item 9h – continued)

Comprehensive Plan, the Flagler County Land Development Code, the Hammock Beach River Club PUD Development Agreement, and the PUD Site Development Plan, subject to:

- a. resolution of outstanding staff technical comments;
- b. acknowledgement – through a general note on the final plat – that tracts reserved for future development are intended for development which has been already approved, but has not yet been platted (i.e., reserved future development tracts do not vest additional development rights beyond the golf course, dwelling units, or commercial square footage as provided in the PUD Development Agreement);
- c. no construction to commence prior to issuance of a County land development permit;
- d. no final plat approval to occur until extension of potable water and sanitary sewer is installed and approved by the City of Flagler Beach as the utility provider, with a general note added to the final plat that no wells (whether for potable or non-potable purposes) will be permitted; and
- e. any subdivision improvements not completed by the developer to be bonded or other surety provided consistent with the requirements of the Land Development Code, but subject to the PUD Development Agreement's requirement at Section 8.1 that all needed infrastructure is provided concurrent with each phase.

2. Option 2 – Approval (subject to conditions): The Board of County Commissioners approves Application #3210, the Preliminary Plat for the Gardens PUD, finding that the proposed Preliminary Plat and construction plans are consistent with the Flagler County Comprehensive Plan, the Flagler County Land Development Code, the Hammock Beach River Club PUD Development Agreement, and the PUD Site Development Plan, subject to:

- a. resolution of outstanding staff technical comments;
- b. acknowledgement – through a general note on the final plat – that tracts reserved for future development are intended for development which has been already approved, but has not yet been platted (i.e., reserved future development tracts do not vest additional development rights beyond the golf course, dwelling units, or commercial square footage as provided in the PUD Development Agreement);
- c. no construction to commence prior to issuance of a County land development permit;
- d. no final plat approval to occur until extension of potable water and sanitary sewer is installed and approved by the City of Flagler Beach as the utility provider, with a general note added to the final plat that no wells (whether for potable or non-potable purposes) will be permitted;
- e. any subdivision improvements not completed by the developer to be bonded or other surety provided consistent with the requirements of the Land Development Code, but subject to the PUD Development Agreement's requirement at Section 8.1 that all needed infrastructure is provided concurrent with each phase; and
- f. other conditions as added by the Board as part of its decision following the public hearing.

3. Option 3 – Denial: The Board of County Commissioners denies Application #3210, the Preliminary Plat for the Gardens PUD, finding that the proposed Preliminary Plat and construction plans are not consistent with any or all of the Flagler County Comprehensive

November 16, 2020
Regular Meeting

(Item 9h – continued)

Plan, the Flagler County Land Development Code, the Hammock Beach River Club PUD Development Agreement, and the PUD Site Development Plan

4. Option 4 – Table: The Board of County Commissioners tables the request to modify the PUD Site Development Plan on the basis that additional information is needed from staff or the applicant. Based on the presentation and the public hearing, the Board does not have sufficient information to be able to render a decision (and recommendation) on the PUD Site Development Plan modification request. Tabling the request to a time and date certain will preserve public notice and provide an opportunity for staff or the applicant to provide additional information.

ATTACHMENTS:

Links to attachments posted on:
September 21, 2020 Regular BOCC Agenda Item 9c

1. Technical Staff Report (Page 444)
2. Application and supporting documents (Page 452)
3. TRC comments (Page 688)
4. Public notice (Page 732)
5. Proposed Preliminary Plats (Page 736)
6. Construction Plans (Page 762 - provided in pdf format online)
7. Public comments (available online)
<ftp://ftp.flaglercounty.org/>
User Name: planning
Password: flagler1769

Adam Mengel, Growth Management Director, stated Item 9h was asking for approval of six separate plats in six phases consistent with the PUD site development plan that was part of the previous agenda item. Stated there were four options available for the BCC's consideration and further reviewed the above staff report.

A motion was made by Commissioner Hansen to approve Item 9h, Option 1, as presented. Seconded by Commissioner O'Brien.

Chair Sullivan requested public comment.

Drew Smith, City of Flagler Beach Attorney, restated and incorporated the comments he made in Item 9g into Item 9h.

John Tanner, attorney representing the Preserve and involved citizens, emphasized this would be a disaster for John Anderson Highway if something was not done to protect it. Stressed the BCC should make the developer aware it was a condition to stay within the PUD which required the over or under off-grade crossing. Asked the BCC to table the first motion and add the condition now that it be constructed with an outlet on SR 100 as provided in the PUD and with the right-of-way agreement that was approved.

November 16, 2020
Regular Meeting

(Item 9h – continued)

James Fiske, Palm Coast, asked the BCC to consider what was at stake and quoted from the 4/17/2019 TRC meeting comments concerning hazardous materials and stated a question was asked if there was any record of the site being addressed or closed and if no record existed staff recommended that remediation be addressed as part of the amendment. Stated to his knowledge it had not been addressed and they were now demanding remediation be addressed as part of the amendment as lives depended on it. Pointed out the County was aware of it and its location, stating there was a likelihood that arsenic from the cattle vat leaked into the wetlands since 1940. Stated before construction soil testing should be required with grid testing the soil removed from any areas affected as part of the plan with the EPA.

Chair Sullivan called the question. Motion carried 4 to 1 with Commissioner Ericksen dissenting.

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMENTS

None

ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

None

ITEM 10C – COMMUNITY OUTREACH

None

ITEM 10D – COMMISSION REPORTS AND COMMENTS

Commissioner Hansen stated he spent twelve hours on Saturday interviewing candidates for the U. S. Naval Academy for Senator Scott and there were great applicants from Flagler County.

Commissioner Mullins noted there was a great day of prayer with Prayer Unites.

Commissioner O'Brien and the entire BCC wished Commissioner Ericksen a great retirement.

ADJOURNMENT

The meeting was adjourned by consensus at 11:13 p.m.

Chiumento Law, PLLC
Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Cynthia Lane

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

5048 N. Ocean Shore Blvd.
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

April 1, 2022

Flagler County Board of County Commissioners
1769 E. Moody Blvd. #2
Bunnell, FL 32110

RE: Palm Coast Intracoastal, LLC – Veranda Bay Phase 1-A

Dear Sir/Madam:

I have examined the title with respect to the property described in Exhibit A attached hereto and made part hereof. Based upon my examination of the title search, it is my legal opinion that as of **March 24, 2022**, that fee simple title to the property is vested in **PALM COAST INTRACOASTAL, LLC, a Florida limited liability company**, subject to the following matters:

1. Purchase Money Mortgage and Security Agreement by and between Palm Coast Intracoastal, LLC, a Florida limited liability company, Mortgagor, Hammock Beach River Club, LLC, a Georgia limited liability company, Mortgagee, in the principal amount of \$10,000,000.00, dated May 24, 2018, and recorded May 25, 2018, in Official Records Book 2281, Page 1650, and as modified in O.R. Book 2454, Page 1762, O.R. Book 2580, Page 359, and O.R. Book 2659, Page 1247, of the Public Records of Flagler County, Florida.
2. Assignment of Development Rights by and between Palm Coast Intracoastal, LLC, a Florida limited liability company, Hammock Beach River Club, LLC, a Georgia limited liability company, recorded May 25, 2018, in Official Records Book 2281, Page 1660, of the Public Records of Flagler County, Florida.
3. Notice Regarding Intracoastal Waterway Right of Way Recorded April 16, 1998 in Official Records Book 611, Page 1739, Public Records of Flagler County, Florida.
4. Ordinance No. 2005-22 recorded May 3, 2006 in Official Records Book 1429, Page 19, Public Records of Flagler County, Florida.
5. Settlement Agreement between City of Flagler Beach, a municipal corporation of the State of Florida; Flagler County, a political subdivision of the State of Florida; The Gardens at Hammock Beach Property Owners' Association, Inc., a Florida not for profit corporation; and

- the City of Palm Coast, a municipal corporation of the State of Florida recorded April 11, 2007 in Official Records Book 1560, Page 471, Public Records of Flagler County, Florida.
6. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor recorded May 19, 2016 in Official Records Book 2129, Page 1549, Public Records of Flagler County, Florida.
 7. Notice of Establishment of The Gardens at Hammock Beach Community Development District recorded November 21, 2006 in Official Records Book 1508, Page 754, Public Records of Flagler County, Florida.
 8. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 765, Public Records of Flagler County, Florida.
 9. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 775 and Amendment recorded in Official Records Book 1859, Page 1057, Public Records of Flagler County, Florida.
 10. Flagler County Planning and Development Board Order No. 2987 recorded August 20, 2015 in Official Records Book 2081, Page 1056, Public Records of Flagler County, Florida.
 11. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of BUNNELL DEVELOPMENT COMPANY'S LAND OF BUNNELL FLORIDA, recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.
 12. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
 13. The inalienable rights of the public to use the navigable waters covering the lands described on Schedule A.
 14. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.
 15. Rights of upper and lower stream owners in and to the use of the waters of Florida Intracoastal Waterway and to the continued uninterrupted flow thereof.
 16. Rights of upper and lower stream owners in and to the use of the waters of Bulow Creek and to the continued uninterrupted flow thereof.

17. The nature, extent or existence of riparian rights is not insured.
18. Public School Proportionate Share Mitigation Agreement recorded January 22, 2021 in O.R. Book 2518, Page 920, Public Records of Flagler County, Florida.
19. Recorded Notice of Environmental Resource Permit, recorded December 13, 2021 in O.R. Book 2636, Page 1788, Public Records of Flagler County, Florida.

For 2021 Tax Year Parcel/ID # 13-12-31-0000-01010-0000, gross tax amount is \$147,136.10, exemption type is no exemptions, and payment status is paid.

For 2021 Tax Year Parcel/ID # 11-12-31-0650-000D0-0011, gross tax amount is \$6,156.74, exemption type is no exemptions, and payment status is paid.

For 2021 Tax Year Parcel/ID # 12-12-31-0000-04020-0020, gross tax amount is \$119.54, exemption type is no exemptions, and payment status is paid.

Sincerely yours,



Michael D. Chlumento III
Attorney
MDC/kd

EXHIBIT "A"

VERANDA BAY – PHASE 1-A

A PORTION OF SECTIONS 13,14 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201) AND THE NORTH LINE OF SAID SECTION 38; THENCE NORTH 18°15'20" WEST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 228.50 FEET; THENCE NORTH 71°44'40" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 225.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 85.01 FEET; THENCE NORTH 71°54'56" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 89°54'30"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.23 FEET AND SUBTENDE BY A CHORD BEARING OF SOUTH 63°12'59" EAST AND A CHORD DISTANCE OF 35.33 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 445.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°04'07"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.30 FEET AND SUBTENDE BY A CHORD BEARING OF NORTH 26°47'43" EAST AND A CHORD DISTANCE OF 35.38 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 18°15'20" EAST, A DISTANCE OF 20.14 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°27'07"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCES OF 5.00 FEET AND SUBTENDE BY A CHORD BEARING OF SOUTH 23°58'54" EAST AND A CHORD DISTANCE OF 4.99 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 139.50 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 260.49 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE 960.00 FEET; THENCE SOUTH 71°44'40" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°44'40" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°15'20" WEST, A DISTANCE OF 244.38 FEET; THENCE SOUTH 78°03'28" WEST, A DISTANCE OF 137.96 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 10°47'20"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 89.44 FEET AND BEING SUBTENDE BY A CHORD BEARING OF NORTH 06°32'52" WEST; AND CHORD DISTANCE OF 89.31 FEET TO A POINT ON SAID CURVE; THENCE NORTH 86°59'44" EAST, A DISTANCE OF 140.07 FEET; THENCE NORTH 01°09'12" WEST, A DISTANCE OF 568.36 FEET; THENCE NORTH 88°50'48" EAST, A DISTANCE OF 63.62 FEET; THENCE NORTH 01°07'10" WEST, A DISTANCE OF 161.55 FEET; THENCE NORTH 88°54'24" EAST, A DISTANCE OF 176.36 FEET; THENCE NORTH 11°52'10" EAST, A DISTANCE OF 25.29 FEET; THENCE NORTH 13°13'08" EAST, A DISTANCE OF 0.37 FEET; TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 13 AND SAID LINE ALSO BEING THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2281 PAGE 1643 AND RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 88°54'24" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1304.54 FEET TO THE POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY; THENCE ALONG

SAID WEST RIGHT OF WAY LINE SOUTH 13°58'25" EAST, A DISTANCE OF 1950.55 FEET; THENCE SOUTH 71°49'48" WEST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 334.12 FEET; THENCE NORTH 18°10'12" WEST, A DISTANCE OF 3.02 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'02"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 63°10'13" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 149.59 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 134.59 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 26°49'46" WEST AND A CHORD DISTANCE OF 35.36 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 63°10'14" WEST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 557.17 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE 40.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 337.90 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'14"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 12°24'08" EAST AND A CHORD DISTANCE OF 5.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 20.01 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 325.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 770.00 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18°10'14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET TO THE POINT OF BEGINNING. CONTAINING 90.40 ACRES, MORE OR LESS.

SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2021 Paid Real Estate

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2021	1312310000010100000	79385	004	

PALM COAST INTRACOASTAL LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226

FLAGLER BEACH 32136

ALL TRACTS, LOTS, LANDS ACCORDING TO
GARDENS AT HAMMOCK BEACH MB 35 PG
80 LESS AND EXCEPT TRACT 'FD2'
PORTION OF 'FD2', 81.32 AC IN OR 1636 PG
1694, T
See Additional Legal on Tax Roll

Flagler County Suzanne Johnston
Paid By - Palm Coast Intracoastal, LL
03/04/2022 \$147,136.10
Receipt # INT-21-00093908

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	9,902,753	8.0297	0	9,902,753	79,516.14
ESL	386-313-4008	9,902,753	0.1250	0	9,902,753	1,237.84
2015 G O BONDS	386-313-4008	9,902,753	0.2050	0	9,902,753	2,030.07
2009/2016 ESL BONDS	386-313-4008	9,902,753	0.1250	0	9,902,753	1,237.84
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	9,902,753	3.6170	0	9,902,753	35,818.26
DISCRETIONARY	386-437-7526	9,902,753	0.7480	0	9,902,753	7,407.26
CAP. OUTLAY	386-437-7526	9,902,753	1.5000	0	9,902,753	14,854.13
MOSQUITO CONTROL	386-437-0002	9,902,753	0.2575	0	9,902,753	2,549.96
ST. JOHNS RIVER WATER MGMT	386-329-4500	9,902,753	0.2189	0	9,902,753	2,167.71
FIND	561-627-3386	9,902,753	0.0320	0	9,902,753	316.89
TOTAL MILLAGE		14.8581				
					TOTAL AD VALOREM TAXES	\$147,136.10

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
TOTAL NON-AD VALOREM TAXES			\$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS

\$147,136.10

If Paid By	Mar 31, 2022			
Please Pay	147,136.10			

RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2021 Paid Real Estate

ACCOUNT NUMBER	ALT KEY
1312310000010100000	79385
PROPERTY ADDRESS	
FLAGLER BEACH 32136	

PALM COAST INTRACOASTAL LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226

Make checks payable to:
Suzanne Johnston
Flagler County Tax Collector
PO Box 846 Bunnell, FL 32110
386-313-4160

Pay online at www.Flaglertax.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
<input type="checkbox"/>	If Paid By Mar 31, 2022
<input type="checkbox"/>	147,136.10
<input type="checkbox"/>	If Paid By
<input type="checkbox"/>	If Paid By
<input type="checkbox"/>	If Paid By
<input type="checkbox"/>	If Paid By
<input type="checkbox"/>	If Paid By

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

Paid Palm Coast Intracoastal, LLC 03/04/2022 Receipt # INT-21-00093908 Echeck \$147,136.10



Bradshaw-Niles & Associates, Inc.

Surveying & Mapping Consultants

May 23, 2022

Adam Mengel
Growth Management Director
Flagler County
1769 E. Moody Boulevard, Suite 105
Bunnell, Florida 32110

RE: Veranda Bay Phase 1A

To whom it may concern,

With regards to Florida Statutes 177.011-177.151 "Platting," our comments are as follows:

All comments have been addressed.

F.Y.I.:

1. P.R.M.'s, P.C.P.'s and lot corners need to be set before the plat is recorded.

Respectfully Submitted,



Albert Dale Bradshaw, PSM 5257

280 Business Park Circle, Suite 410, St. Augustine, FL 32095

(904)829-2591 Office

(904)829-5070 Fax

www.bradshaw-niles.com

**RLI Insurance Company
Site Improvement
Performance Bond**

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Palm Coast Intracoastal, LLC, a Florida limited liability company, as Principal, and RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois and licensed to do business in the State of Illinois as Surety, are held and firmly bound unto Flagler County, a political subdivision of the State of Florida, as Obligee, in the sum of _____ (\$ _____) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Principal, has entered into an agreement with the Obligee, guaranteeing only that Principal will complete site improvements as per the estimate prepared by Parker Mynchenberg & Associates, Inc. attached to and made a part hereof at certain land known as Veranda Bay – Phase 1A and Phase 2A, all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all such work as set forth in the attached agreement, then this obligation shall be null and void, otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated herein for any reason whatsoever.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 2022.

PRINCIPAL
Palm Coast Intracoastal, LLC
A Florida limited liability company

SURETY
RLI Insurance Company

BY: _____
William G. Allen, Its Manager

BY: _____
Attorney-in-Fact

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

Mr. Adam Mengel, AICP, LEED AP BD+C
Planning Director
Flagler County
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

April 28, 2022

**Re: VERANDA BAY – PHASE 1A and PHASE 2A
Engineer's Certification of Cost**

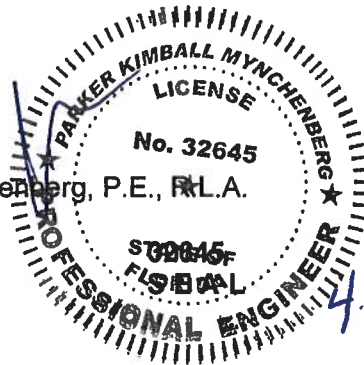
Dear Adam:

By copy of this letter, I hereby certify based on the attached that the construction cost for site improvements on the above referenced project is \$9,359,279.47.

Should you have any questions or need additional information, please do not hesitate to contact me at 386-677-6891.

Yours truly,

Parker Mynchenberg, P.E., R.L.A.



PM/af

Enclosure

cc: Mr. Ken Belshe
Ms. Danielle Ferguson

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>PHASE 1A</u>					
1.	Miscellaneous				
a.	General Conditions	1	LS	\$123,444.75	\$ 123,444.75
b.	Mobilization (Max. 5% of Bid)	1	LS	\$159,393.44	\$ 159,393.44
c.	Survey Layout & As-Builts	1	LS	\$186,780.81	\$ 186,780.81
d.	Temporary Dewatering	1	LS	\$46,318.00	\$ 46,318.00
e.	Testing and Finalization	1	LS	\$62,487.80	\$ 62,487.80
f.	Demolition/Disposal	1	LS	\$97,751.21	\$ 97,751.21
2.	Erosion Control				
a.	Silt Fence	14,423	LF	\$0.88	\$ 12,692.24
b.	Silt Fence Maintenance / Repairs	1	LS	\$10,444.58	\$ 10,444.58
c.	SWPPP - During Sitework	1	LS	\$5,400.00	\$ 5,400.00
d.	SWPPP - After Sitework	1	LS	By Others	
e.	NOI	1	LS	\$560.50	\$ 560.50
f.	Construction Entrance	1	EA	\$4,467.06	\$ 4,467.06
g.	Misc. Sleeving	1	LS	None	None
h.	(3) 8" Sleeve at Entrance	100	LF	\$70.40	\$ 7,040.00
3.	Additional Clearing & Grubbing (Site is Partially Cleared)	46	AC	\$3,905.00	\$ 179,630.00
4.	Earthwork				
a.	Strip, Balance, Rough Grade	46	AC	\$2,496.56	\$ 114,841.76
b.	Excavate/Construct Pond				
1.	Pond 1A-4	50,497	CY	\$2.46	\$ 124,222.62
2.	Pond 1A-6	43,625	CY	\$2.35	\$ 102,518.75
3.	Pond 1A-8	51	CY	\$213.03	\$ 10,864.53
4.	Pond 1A-10	145	CY	\$33.30	\$ 4,828.50
5.	Pond Portion of 1C-3	3,542	CY	\$4.47	\$ 15,832.74
c.	Place and Compact Fill (onsite fill)	138,244	CY	\$0.93	\$ 128,566.92
d.	Fine Grade to +/-0.10'	526,426	SF	\$0.32	\$ 168,456.32
5.	Paving, Base and Subbase				
a.	100-Ft. Right-of-Way				
1.	1 1/2" Type SP-9.5 Asphalt	4,464	SY	\$8.02	\$ 35,801.28
2.	8" Limerock Base LBR-100	4,464	SY	\$19.24	\$ 85,887.36
3.	12" Stabilized Subbase LBR-40	5,178	SY	\$2.40	\$ 12,427.20
b.	50-Ft. Right-of-Way				
1.	1 1/2" Type SP-9.5 Asphalt	11,875	SY	\$8.02	\$ 95,237.50
2.	8" Limerock Base LBR-100	11,875	SY	\$19.24	\$ 228,475.00
3.	12" Stabilized Subbase LBR-40	14,333	SY	\$2.40	\$ 34,399.20

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
6.	Concrete & Curbs				
a.	Type D Curb	518	LF	\$14.05	\$ 7,277.90
b.	Type F Curb	3,084	LF	\$14.00	\$ 43,176.00
c.	Miami Curb	6,665	LF	\$14.04	\$ 93,576.60
d.	3-ft. Valley Gutter	None	LF	None	
e.	5-ft. Concrete Sidewalks	25,136	SF	\$3.55	\$ 89,232.80
f.	Sodded Weirs	2	EA	\$2,149.59	\$ 4,299.18
g.	Detectable Warning Mats	25	EA	\$597.67	\$ 14,941.75
7.	Striping and Signage				
a.	Striping	1	LS	\$17,076.40	\$ 17,076.40
b.	Signage	1	LS	\$27,995.00	\$ 27,995.00
8.	Sanitary Sewer System				
a.	8" PVC SDR-26				
1.	0' - 6' Deep	None	LF	None	
2.	6' - 8' Deep	112	LF	\$51.70	\$ 5,790.40
3.	8' - 10' Deep	292	LF	\$62.70	\$ 18,308.40
4.	10' - 12' Deep	52	LF	\$80.30	\$ 4,175.60
b.	10" PVC SDR-26				
1.	0' - 6' Deep	361	LF	\$59.40	\$ 21,443.40
2.	6' - 8' Deep	597	LF	\$63.80	\$ 38,088.60
3.	8' - 10' Deep	588	LF	\$72.60	\$ 42,688.80
4.	10' - 12' Deep	914	LF	\$92.40	\$ 84,453.60
5.	12' - 14' Deep	2,207	LF	\$119.90	\$ 264,619.30
6.	14' - 16' Deep	289	LF	\$152.90	\$ 44,188.10
c.	Precast Manholes				
1.	0' - 6' Deep	2	EA	\$7,326.00	\$ 14,652.00
2.	6' - 8' Deep	3	EA	\$7,348.00	\$ 22,044.00
3.	8' - 10' Deep	2	EA	\$8,393.00	\$ 16,786.00
4.	10' - 12' Deep	10	EA	\$11,154.00	\$ 111,540.00
d.	Sanitary Sewer Laterals	72	EA	\$1,496.00	\$ 107,712.00
e.	Sanitary Lift Station Complete Including Electrical	1	LS	\$436,370.00	\$ 436,370.00
f.	6" Sanitary Force Main DR-18 (Includes Fittings)	1,840	LF	\$41.14	\$ 75,697.60
g.	6" Force Main Valves	2	EA	\$2,805.00	\$ 5,610.00
9.	Storm Drainage System				\$ -
a.	RCP Mains				
1.	12" x 18"	91	LF	\$77.00	\$ 7,007.00
2.	15"	2,110	LF	\$63.58	\$ 134,153.80
3.	18"	748	LF	\$79.20	\$ 59,241.60
4.	24"	736	LF	\$109.78	\$ 80,798.08

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5.	30"	335	LF	\$154.22	\$ 51,663.70
b.	Inlets				
1.	Type "C"	29	EA	\$3,784.00	\$ 109,736.00
2.	Type "E"	2	EA	\$4,565.00	\$ 9,130.00
3.	Control Structure	4	EA	\$5,588.00	\$ 22,352.00
c.	Mitered End Sections				\$ -
1.	15"	10	EA	\$1,859.00	\$ 18,590.00
2.	18"	3	EA	\$2,145.00	\$ 6,435.00
3.	24"	4	EA	\$2,695.00	\$ 10,780.00
4.	30"	1	EA	\$3,850.00	\$ 3,850.00
10.	Water Distribution System				
a.	PVC Pipe DR-18 (Includes Fittings)				
1.	6"	350	LF	\$42.68	\$ 14,938.00
2.	8"	2,550	LF	\$53.90	\$ 137,445.00
3.	10"	2,360	LF	\$69.96	\$ 165,105.60
b.	Gate Valve Assemblies				
1.	6"	None	EA	None	
2.	8"	11	EA	\$2,706.00	\$ 29,766.00
3.	10"	6	EA	\$3,916.00	\$ 23,496.00
c.	Fire Hydrant Assemblies with Valve	9	EA	\$6,325.00	\$ 56,925.00
d.	Water Service Assembly	114	EA	\$1,342.00	\$ 152,988.00
e.	Connection to Existing 6" WM (Palm Drive)	1	EA	\$11,275.00	\$ 11,275.00
f.	6" HDPE DR 11	160	LF	\$107.80	\$ 17,248.00
g.	Paint Hydrants	1	LS	\$3,960.00	\$ 3,960.00
11.	Reclaimed / Irrigation Distribution System				
a.	8" C-900 Purple PVC Pipe DR-18 (Includes Fittings)	6,230	LF	\$53.46	\$ 333,055.80
b.	8" Reuse Gate Valve Assemblies	15	EA	\$2,706.00	\$ 40,590.00
c.	10 H.P. Variable Speed Irrigation Pump Station (300 GPM) (Includes Electrical)	1	LS	\$121,000.00	\$ 121,000.00
d.	2" Reuse Blow Off	5	EA	\$2,574.00	\$ 12,870.00
e.	8" Stub Out	1	EA	\$1,980.00	\$ 1,980.00
12.	Restoration				
a.	Sod Pond Banks	55,866	SY	\$2.97	\$ 165,922.02
b.	Seed and Mulch Site	64,341	SY	\$0.50	\$ 32,170.50
13.	Install Landscape Contractor Under Roadway Pavement Sleeves (Entrance Signs, Landscape/Irrigation by Others)	1	LS	None	
14.	Install FPL Supplied Conduit and Hand Holes	1	LS	None	
PHASE 1A SUBTOTAL:					\$ 5,504,985.60

March 15, 2022
Rev. April 8, 2022
Rev. April 11, 2022
Rev. April 13, 2022

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
PHASE 2A					
1.	Miscellaneous				
a.	General Conditions	1	LS	\$3,960.00	\$ 3,960.00
b.	Mobilization (Max. 5% of Bid)	1	LS	\$146,315.95	\$ 146,315.95
c.	Survey Layout & As-Builts	1	LS	\$82,725.64	\$ 82,725.64
d.	Temporary Dewatering	1	LS	\$31,468.00	\$ 31,468.00
e.	Testing and Finalization	1	LS	\$44,421.90	\$ 44,421.90
f.	Demolition/Disposal	1	LS	\$41,528.10	\$ 41,528.10
2.	Erosion Control				
a.	Silt Fence	7,091	LF	\$0.88	\$ 6,240.08
b.	Silt Fence Maintenance / Repairs	1	LS	\$5,222.30	\$ 5,222.30
c.	SWPPP - During Sitework	1	LS	\$1,800.00	\$ 1,800.00
d.	SWPPP - After Sitework	1	LS	By Others	
e.	NOI	1	LS	\$100.00	\$ 100.00
f.	Construction Entrance	1	EA	\$4,467.06	\$ 4,467.06
g.	Misc. Sleeving	1	LS	None	
h.	(3) 8" Sleeve at Entrance	None	LF	None	
3.	Additional Clearing & Grubbing (Site is Partially Cleared)	28	AC	\$3,905.00	\$ 109,340.00
4.	Earthwork				
a.	Strip, Balance, Rough Grade	28	AC	\$460.77	\$ 12,901.56
b.	Excavate/Construct Pond				
1.	Pond 2A-2	28,188	CY	\$2.70	\$ 76,107.60
2.	Pond 2A-5	126	CY	\$74.07	\$ 9,332.82
3.	Compensatory Storage A	34,700	CY	\$2.50	\$ 86,750.00
4.	Compensatory Storage B	7,024	CY	\$3.07	\$ 21,563.68
c.	Place and Compact Fill (onsite fill)	133,071	CY	\$0.49	\$ 65,204.79
d.	Fine Grade to +/-0.10'	497,764	SF	\$0.24	\$ 119,463.36
5.	Paving, Base and Subbase (50-Ft. Right-of-Way)				
a.	1-1/2" Type SP-9.5 Asphalt	8,105	SY	\$8.75	\$ 70,918.75
b.	6" Limerock Base LBR-100	8,105	SY	\$15.58	\$ 126,275.90
c.	6" Stabilized Subbase LBR-40	9,695	SY	\$2.40	\$ 23,268.00
d.	Wheel Stop	None	EA	None	
6.	Concrete & Curbs				
a.	Type D Curb	473	LF	\$14.05	\$ 6,645.65
b.	Type F Curb	None	LF	None	
c.	Miami Curb	4,769	LF	\$14.04	\$ 66,956.76
d.	3-ft. Valley Gutter		LF	None	
e.	5-ft. Concrete Sidewalks	5,211	SF	\$3.55	\$ 18,499.05

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
f.	Sodded Weirs	None	EA	None	
g.	Concrete Pavement	450	SF	\$4.83	\$ 2,173.50
h.	Detectable Warning Mats	4	EA	\$597.67	\$ 2,390.68
7.	Striping and Signage				
a.	Striping	1	LS	\$20,196.00	\$ 20,196.00
b.	Signage	1	LS	\$19,002.50	\$ 19,002.50
8.	Sanitary Sewer System				
a.	10" PVC SDR-26 (Includes Fittings)				
1.	0' - 6' Deep	524	LF	\$59.40	\$ 31,125.60
2.	6' - 8' Deep	914	LF	\$63.80	\$ 58,313.20
3.	8' - 10' Deep	640	LF	\$70.40	\$ 45,056.00
4.	10' - 12' Deep	410	LF	\$85.80	\$ 35,178.00
b.	Precast Manholes				\$ -
1.	0' - 6' Deep	3	EA	\$7,326.00	\$ 21,978.00
2.	6' - 8' Deep	4	EA	\$7,348.00	\$ 29,392.00
3.	8' - 10' Deep	1	EA	\$8,393.00	\$ 8,393.00
4.	10' - 12' Deep	1	EA	\$9,878.00	\$ 9,878.00
c.	Sanitary Sewer Laterals	66	EA	\$1,496.00	\$ 98,736.00
9.	Storm Drainage System				\$ -
a.	RCP Mains				
1.	12" x 18"	204	LF	\$77.00	\$ 15,708.00
2.	15"	1,145	LF	\$63.58	\$ 72,799.10
3.	18"	254	LF	\$79.20	\$ 20,116.80
4.	24"	None	LF	None	
5.	30"	None	LF	None	
b.	Inlets				
1.	Type "C"	19	EA	\$3,784.00	\$ 71,896.00
2.	Type "E"	None	EA	None	
3.	Control Structure	None	EA	None	
c.	Mitered End Sections				
1.	15"	9	EA	\$1,859.00	\$ 16,731.00
2.	18"	2	EA	\$2,145.00	\$ 4,290.00
3.	24"	None	EA	None	
4.	30"	None	EA	None	
10.	Water Distribution System				
a.	PVC Pipe DR-18 (Includes Fittings)				
1.	6"	130	LF	\$42.02	\$ 5,462.60
2.	8"	230	LF	\$53.68	\$ 12,346.40
3.	10"	2,160	LF	\$69.74	\$ 150,638.40

March 15, 2022
 Rev. April 8, 2022
 Rev. April 11, 2022
 Rev. April 13, 2022

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
b.	Gate Valve Assemblies				
1.	6"	None	EA	None	
2.	8"	1	EA	\$2,706.00	\$ 2,706.00
3.	10"	4	EA	\$3,916.00	\$ 15,664.00
c.	Fire Hydrant Assemblies with Valves	6	EA	\$6,325.00	\$ 37,950.00
d.	Water Service Assembly	132	EA	\$1,342.00	\$ 177,144.00
e.	Paint Hydrants	1	LS	\$2,640.00	\$ 2,640.00
11.	Reclaimed / Irrigation Distribution System				
a.	8" C-900 Purple PVC Pipe DR-18 (Includes Fittings)	2,650	LF	\$53.46	\$ 141,669.00
b.	8" Reuse Gate Valve Assemblies	4	EA	\$2,706.00	\$ 10,824.00
c.	2" Reuse Blow Off	2	EA	\$2,574.00	\$ 5,148.00
d.	8" Stub Out	1	EA	\$1,980.00	\$ 1,980.00
12.	Restoration				
a.	Sod Pond Banks	30,844	SY	\$2.97	\$ 91,606.68
b.	Seed and Mulch Site	60,837	SY	\$0.50	\$ 30,418.50
13.	Install Landscape Contractor Under Roadway Pavement Sleeves (Entrance Signs, Landscape/Irrigation by Others)	1	LS	By Others	
14.	Install FPL Supplied Conduit and Hand Holes	1	LS	By Others	
PHASE 2A SUBTOTAL:					\$ 2,451,027.91

CLUBHOUSE

1.	Miscellaneous				
a.	General Conditions	1	LS	\$2,640.00	\$ 2,640.00
b.	Mobilization (Max. 5% of Bid)	1	LS	\$16,195.00	\$ 16,195.00
c.	Survey Layout & As-Builts	1	LS	\$22,204.44	\$ 22,204.44
d.	Temporary Dewatering	1	LS	\$7,844.00	\$ 7,844.00
e.	Testing and Finalization	1	LS	\$8,830.94	\$ 8,830.94
f.	Demolition/Disposal	1	LS	None	
g.	20 ft. Wide Stabilized Emergency Access	1	LS	\$3,994.90	\$ 3,994.90
2.	Erosion Control				
a.	Silt Fence	2,357	LF	\$0.88	\$ 2,074.16
b.	Silt Fence Maintenance / Repairs	1	LS	\$3,403.39	\$ 3,403.39
c.	SWPPP - During Sitework	1	LS	\$1,500.00	\$ 1,500.00
d.	SWPPP - After Sitework	1	LS	By Others	
e.	NOI	1	LS	\$100.00	\$ 100.00
f.	Construction Entrance	1	EA	\$4,467.06	\$ 4,467.06
g.	Misc. Sleeving	1	LS		\$

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
h.	(3) 8" Sleeve at Entrance	None	LF	None	
3.	Additional Clearing & Grubbing (site is partially cleared)	8	AC	\$3,905.00	\$ 31,240.00
4.	Earthwork				
a.	Strip, Balance, Rough Grade	8	AC	\$2,676.91	\$ 21,415.28
b.	Excavate/Construct Pond				
1.	Pond 2B-4	4,389	CY	\$3.54	\$ 15,537.06
c.	Place and Compact Fill (onsite fill), Fill Clubhouse Footprint (-) 6" Below F.F.	14,614	CY	\$1.05	\$ 15,344.70
d.	Fine Grade to +/-0.10'	335,956	SF	\$0.19	\$ 63,831.64
5.	Paving, Base and Subbase				
a.	1 1/2" Type SP-9.5 Asphalt	5,586	SY	\$10.18	\$ 56,865.48
b.	6" Limerock Base LBR-100	5,586	SY	\$16.45	\$ 91,889.70
c.	6" Stabilized Subbase LBR-40	5,972	SY	\$3.17	\$ 18,931.24
d.	Wheel Stop	95	EA	\$74.25	\$ 7,053.75
6.	Concrete & Curbs				
a.	Type D Curb	489	LF	\$14.05	\$ 6,870.45
b.	Type F Curb	1,159	LF	\$15.55	\$ 18,022.45
c.	Miami Curb	None	LF	None	
d.	3-ft. Valley Gutter	None	LF	None	
e.	5-ft. Concrete Sidewalks	8,279	SF	\$3.55	\$ 29,390.45
f.	Concrete Pavement w/Dumpster Enclosure	1	LS	\$28,010.11	\$ 28,010.11
g.	Detectable Warning Mats	7	EA	\$597.67	\$ 4,183.69
7.	Striping and Signage				
a.	Striping	1	LS	\$4,043.60	\$ 4,043.60
b.	Signage	1	LS	\$2,585.00	\$ 2,585.00
8.	Sanitary Sewer System				
a.	8" PVC SDR-26				
1.	0' - 6' Deep	None	LF	None	
2.	6' - 8' Deep	140	LF	\$51.70	\$ 7,238.00
3.	8' - 10' Deep		LF		\$
4.	10' - 12' Deep	None	LF	None	
b.	Precast Manholes				
1.	0' - 6' Deep	None	EA	None	
2.	6' - 8' Deep	1	EA	\$7,348.00	\$ 7,348.00
3.	8' - 10' Deep	None	EA	None	
4.	10' - 12' Deep	None	EA	None	
c.	Sanitary Sewer Laterals	1	EA	\$1,595.00	\$ 1,595.00
9.	Storm Drainage System				
a.	RCP Mains				

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	12" x 18"	None	LF	None	
2.	15"	123	LF	\$63.58	\$ 7,820.34
3.	18"	695	LF	\$79.20	\$ 55,044.00
4.	24"	None	LF	None	
5.	30"	None	LF	None	
b.	Inlets				
1.	Type "C"	10	EA	\$3,784.00	\$ 37,840.00
2.	Type "E"	None	EA	None	
3.	Control Structure	None	EA	None	
c.	Mitered End Sections				
1.	15"	None	EA	None	
2.	18"	2	EA	\$2,145.00	\$ 4,290.00
3.	24"	None	EA	None	
4.	30"	None	EA	None	
10.	Water Distribution System				
a.	PVC Pipe DR-18 (Includes Fittings)				
1.	6"	None	LF	None	
2.	8"	None	LF	None	
3.	10"	None	LF	None	
b.	Gate Valve Assemblies				
1.	6"	None	EA	None	
2.	8"	None	EA	None	
3.	10"	None	EA	None	
c.	Fire Hydrant Assemblies with Valves	None	EA	None	
d.	Water Service Assembly	2	EA	\$3,718.00	\$ 7,436.00
e.	2" Polytubing Water Service	200	LF	\$33.00	\$ 6,600.00
f.	Paint Hydrants	1	LS	None	
11.	Reclaimed / Irrigation Distribution System				
	8" C-900 Purple PVC Pipe DR-18 Directional Drill (Includes				
a.	Fittings)	None	LF	None	
b.	8" Reuse Gate Valve Assemblies	None	EA	None	
c.	2" Reuse Blow Off	None	EA	None	
d.	8" Stub Out	None	EA	None	
12.	Restoration				
a.	Sod Pond Banks	8,600	SY	\$2.97	\$ 25,542.00
b.	Seed and Mulch Site	31,742	SY	\$0.50	\$ 15,871.00
13.	Install Landscape Contractor Under Roadway Pavement Sleeves (Entrance Signs, Landscape/Irrigation by Others	1	LS	By Others	

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>OFFSITE IMPROVEMENTS</u>					
1.	John Anderson Highway				
a.	Mobilization (Max. 5% of Bid)	1	LS	\$2,640.00	\$ 2,640.00
b.	Demolition	1	LS	\$7,350.10	\$ 7,350.10
c.	Maintenance of Traffic (MOT)	1	LS	\$24,272.00	\$ 24,272.00
d.	Clearing	2	AC	\$1,952.50	\$ 3,905.00
e.	1" Mill Existing Pavement	3,439	SY	\$3.25	\$ 11,176.75
f.	Silt Fence Erosion Control (SWPPP)	1	LS	\$2,640.00	\$ 2,640.00
g.	1" Type SP-9.5 Asphalt	7,389	SY	\$7.89	\$ 58,299.21
h.	2" Type SP-12.5 Asphalt	3,950	SY	\$12.62	\$ 49,849.00
i.	12" Limerock Base LBR-100	3,950	SY	\$29.50	\$ 116,525.00
j.	12" Stabilized Subbase LBR-40	3,950	SY	\$5.46	\$ 21,567.00
k.	8 Ft. Concrete Sidewalk	22,880	SF	\$3.55	\$ 81,224.00
l.	5 Ft. Concrete Sidewalk	31	SY	\$31.91	\$ 989.21
m.	Signage/Striping	1	LS	\$27,775.00	\$ 27,775.00
n.	12" Purple PVC Reuse Main DR-18 (includes Fittings)	1,485	LF	\$89.32	\$ 132,640.20
o.	12" Reuse Valve	2	EA	\$4,224.00	\$ 8,448.00
p.	6" PVC Force Main DR-18 (includes Fittings)	None	LF	None	
q.	6" Wye with Valve (Force Main)	1	EA	\$6,743.00	\$ 6,743.00
r.	12" Water Main DR-18 (includes Fittings and Transition Couplings)	None	LF	None	
s.	12" x 12" Tapping Sleeve with Valve (W.M.)	1	EA	\$17,996.00	\$ 17,996.00
t.	12" HDPE DR-11 Directional Drill	50	LF	\$448.80	\$ 22,440.00
u.	Sodding/Restoration	1	LS	\$65,625.17	\$ 65,625.17
v.	Earthwork	1	LS	\$59,642.25	\$ 59,642.25
w.	Survey Layout/As-Builts	1	LS	\$12,105.30	\$ 12,105.30
x.	Testing	1	LS	\$4,320.94	\$ 4,320.94
y.	6 FT Wide Open Cut and	None	EA	None	
OFFSITE SUBTOTAL:					\$ 738,173.13
(1A, 2A, CLUBHOUSE AND OFFSITE) GRAND TOTAL:					\$ 9,359,279.47

Notes & Qualifications:

1 It is anticipated that we will need to excavate in an additional pond in future phases to balance this site. Our pricing includes excav

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	approximatley 48,375 cubic yards of bank material from Pond 2A-11.				
2	All well abandonment by others.				
3	We have assumed 2 feet of unsuitable removal in the areas indentified as wetland impact on the demolition sheets. In the event if unsuitables are found at a greater depth than 2 feet or located in areas not shown on the plans, an Adjustment to our pricing may necessary.				
4	All permits and permit fees by others.				
5	All meters and conection fees by others.				
6	We could not find a City Standard Detail for the Phase 1A sewer lift station RTU. Therefore, the sewer lift station includes an allowance only of \$20,000.00 for it.				
7	The 12-14' and 14-16' deep sanitary manholes are included in other bid items.				
8	Their were no details or specifications provided for the 10 HP variable speed irrigation pump station. Therefore, the \$120,000.00 cost is an allowance only. Only the Phase 1A irrigation pump station is included in our bid.				
9	Since there was not a bid item provided for the irrigation water service assemblies, these services are included in the potable water service assemblies bid item.				
10	Electric service for the sewer lift station and the irrigation pump station are figured to be no more than 100 feet to the transformer which is to be provided by others.				
11	The water meters are not included in our unit cost, and they are to be furnished and and installed by the utility provider.				
12	The offsite 12" reuse main is figured only to the limits of the road widening.				
13	Drainage piping will be tested by lamping only. If video inspection or other testing is required by the governing authority, it will be at an additional cost.				
14	Unit prices will be honored for thirty days from the date of this proposal. Market increases may apply thereafter.				

TOTAL BASE BID AMOUNT - (In Words)

Contractor's Name: _____

Contractor's Address: _____

Contractor's Signature: _____

Printed Name: _____



CERTIFICATE OF SCHOOL CONCURRENCY
Plant Services Department
 245 Education Way Bunnell, FL 32110, PH: (386)586-5192

DATE OF ISSUANCE: January 27, 2021

SCHOOL CONCURRENCY APPLICATION #: 20-002 Adj

Project Name:	Hammock Beach River Club- The Gardens			
Jurisdiction:	Flagler County			
Parcel IDs:	13-12-31-0000-01010-0000			
Project Location:	John Anderson Drive and S.R.100			
# of Residential Units:	SF	MF	MH	Total
	335	0	0	335
Property Owner(s):	Palm Coast Intracoastal, LLC			
Applicant/Agent Name:	Ken Belshe			

School Concurrency Analysis				
School Level	Elementary	Middle	High	Total Reserved
Affected Schools	Bunnell	Buddy Taylor	Flagler Palm Coast	82
Adjacent School	Rymfire	Buddy Taylor	Matanzas	
Students Generated	41	12	29	

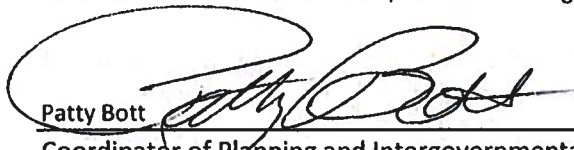
This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.

HS Reservations Moved to Matanzas as FPC over Capacity

OWNER/AGENT PLEASE NOTE:

This School Concurrency Certificate shall reserve capacity for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

Received check in the amount of \$500.00 and mitigation agreement filed with Flagler County.


 Patty Bott

Coordinator of Planning and Intergovernmental Relations
 Flagler County School District

1-27-2021
 Date

PREPARED BY:
Gardens at Hammock Beach CDD
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801

RETURN TO:
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

Property Appraisers Parcel
Identification Numbers:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this ____ day of _____, 2022 by **GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT, a Chapter 190, Florida Statutes, unit of local special purpose government organized and existing under the laws of the State of Florida** (hereinafter called the "Grantor"), whose address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, FL 32801 to **CITY OF FLAGLER BEACH, FLORIDA, a municipal corporation existing under the laws of the State of Florida** (hereinafter called the "Grantee"), whose mailing address is P.O. Box 70, Flagler Beach, FL 32136.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Special Warranty Deed and the successors and assigns of each corporation or entity. The singular shall be deemed to include the plural and vice versa, where the context so permits.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situated in Flagler County, Florida, to-wit:

Parcel 1A-A, VERANDA BAY PHASE 1A, according to plat or map thereof, as recorded in Plat Book _____, Pages _____ through _____, Public Records of Flagler County, Florida (the "Property").

TOGETHER with all rights, privileges, easements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining to the Property.

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

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and hereby warrants the title to the Property and will defend the Property against the lawful claims of all persons claiming by, through or under said Grantor, but against none other.

SUBJECT TO taxes for the year of recording, covenants, restrictions, easements, reservations and limitations of record, if any.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

**GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by () physical presence or () online notarization this ____ day of _____, 2022 by _____, as _____ of **Gardens at Hammock Beach Community Development** on behalf of the District. He () is personally known to me or () has produced _____ as identification.

Notary Public, State of Florida
Name: _____

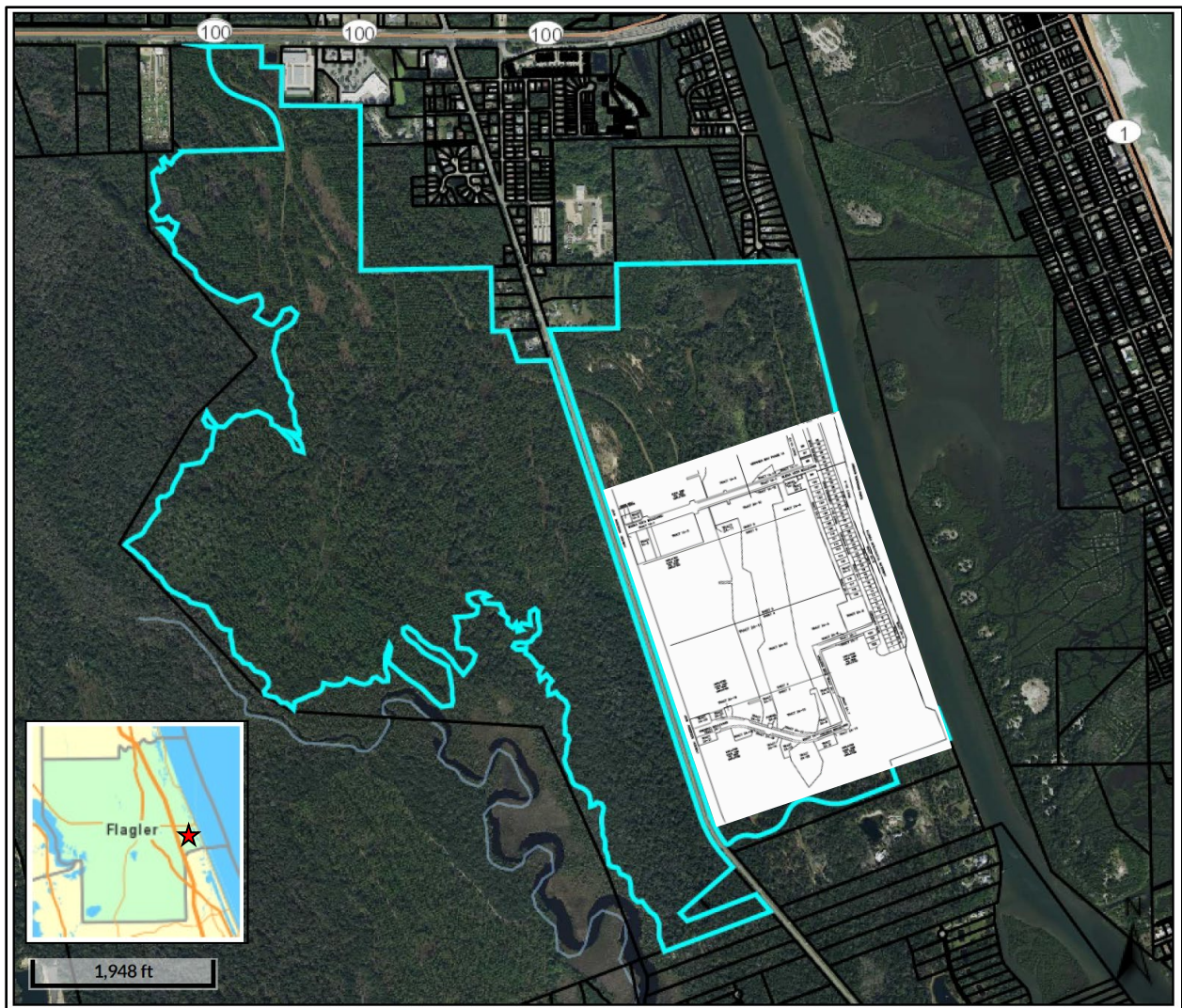
My Commission Expires _____
My Commission Number is: _____

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

SUBJECT: QUASI-JUDICIAL – Application #3307 – Request for Approval of Veranda Bay Phase 2A, a Final Plat in the PUD (Planned Unit Development) District for 66 Lots in Phase 2A in the Hammock Beach River Club PUD located South of State Road 100 East and lying East and West of John Anderson Highway; Parcel Number: 13-12-31-0000-01010-0000; 97.66+/- acres. Owner: Palm Coast Intracoastal, LLC/Applicant: Ken Belshe. (Project #PLAT-000709-2022).

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The request is for approval of a final plat in the PUD (Planned Unit Development) District for development of a 66 lot subdivision in a single 97.66 acre phase (Phase 2A). The subject parcel is 824.13+/- acres in size and is located South of State Road 100 and is bisected by John Anderson Highway (plat is superimposed over the aerial photo outlining the parent parcel):



The owner submitted a final plat application and supporting documents to the County on February 3, 2022. Through the submittal, the applicant is seeking approval of the final plat for 66 units in Phase 2A on 97.66 acres. This request follows and is interconnected with the Phase 1A final plat; however, the approval of these plats are separate considerations. If approved and when completed, the Phase 1A and Phase 2A plats will provide the two means of ingress and egress onto John Anderson Highway.

Phase 2A plat adjoins the South boundary of Phase 1A, and continues along the frontage adjoining the Intracoastal Waterway. The 66 lots in Phase 2A lie on both sides of Coronado Road, a 50-foot-wide private roadway tract (Tract 2A-1) running North to South parallel to the Intracoastal Waterway. Lots to the East of Coronado Road – Lots 1 to 42 – are all 6,500 square feet in area with 50 feet of lot width (except for Lots 1, 29 and 30, which are all over 6,500 square feet in area and greater than 50 feet in width), while lots to the West of Coronado Road – Lots 99 to 122 – vary in area and width, with most lots at either 7,800 square feet and 60 feet of width or 9,100 square feet and 70 feet of width (and the largest lot – Lot 99 – at 12,459 square feet and approximately 100 feet of width).

The proposed final plat Phase 2A conforms to the PUD Site Development Plan submitted through Application #3209. Phasing is specifically provided for in the PUD text (as adopted through Ordinance No. 2005-22 recorded on May 3, 2006 at [Official Records Book 1429, Page 19, Pubic Records of Flagler County, Florida](#)):

“The Project *may* be developed in a single phase or multiple phases, *at the discretion of the Developer*. The Developer *will* notify the County of proposed phasing at the time of preliminary plat and construction plan review submittal(s). Infrastructure necessary to support each phase of the Project *shall* be constructed concurrently with that phase as a condition of platting.” (PUD Section 8.1 – Phasing, in Ordinance No. 2005-22, emphasis added).

The preliminary plat for all six proposed phases was approved by the Board at its November 16, 2020 regular meeting.

Although the final plat meets the minimum requirements of Chapter 177, Florida Statutes, there are Scrivener’s errors in the plat that require correction prior to recordation of the final plat. In an effort to advance the project, the final plat is being presented to the Board for its approval with the requirement that the errors be corrected before the Chair executes the mylar. Although these errors may be considered minor, accuracy is important as the final plat becomes the record document for future sales and lot development.

This agenda item is:

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

RECOMMENDATION: Staff recommends that the Board of County Commissioners approve the final plat for the Veranda Bay Phase 2A subdivision, subject to the applicant submitting a mylar in accordance with staff comments, finding that the plat is consistent with Chapter 177, Florida Statutes, and Article IV of the Land Development Code, and:

1. the Board approves the final plat, subject to the correction of Scrivener's errors, and conditioned upon the correction of all errors before the Chair executes the mylar and the plat is recorded;
2. the Board accepts the draft performance bond – subject to County Attorney's Office approval as to form – to be provided in the amount of \$11,699,099.34 (125% of the Engineer's Cost Estimate of \$9,359,279.47 for both Phase 1A and Phase 2A), conditioned upon the provision of as-builts and verification of improvements prior to release of the performance bond – whether in whole or in part – by the County; and
3. the Board temporarily waives the secondary means of ingress and egress requirement (Flagler County Land Development Code Section 4.06.02.A.4).

ATTACHMENTS:

1. Technical Staff Report (TSR)
2. Final Plat
3. Application
4. Application Cover Letter
5. Owner's Authorization
6. Warranty Deed
7. Boundary Survey
8. Board of County Commissioner November 16, 2020 regular meeting minutes (in part)
9. Opinion of Title dated April 1, 2022
10. Proof of Taxes Paid dated March 4, 2022
11. Reviewing Surveyor's Letter dated May 23, 2022
12. Draft Performance Bond for completion of subdivision improvements
13. Engineer's Certification of Cost of Improvements (for performance bond) dated April 28, 2022 (with attached itemized schedules bearing an April 13, 2022 revision date)
14. Flagler County School District School Concurrence Certificate dated January 27, 2021
15. Draft Special Warranty Deed conveying Parcel 2A-B (Lift Station) to City of Flagler Beach
16. Draft Special Warranty Deed conveying common area tracts to the Veranda Bay Master Association, Inc.

**APPLICATION #3307
FINAL PLAT FOR VERANDA BAY PHASE 2A SUBDIVISION
TECHNICAL STAFF REPORT**

Chapter 177, Florida Statutes, includes statewide platting requirements, while LDC Section 4.05.03 provides for minimum final plat submittal requirements. The Comprehensive Plan does not specifically address platting requirements, but does include provisions related to concurrency and public facilities.

Plat Specific Review

The Veranda Bay Phase 2A final plat is to create a subdivision of 66 single-family detached lots. Each lot is 6,000 square feet in area or greater, with a minimum lot width of 50 feet. A 100-foot-wide landscape buffer adjacent to John Anderson Highway is to be provided in Tracts 2A-20 and 2A-21. Also included within this phase is a 22.64 acre future development tract (Tract 2A-A) retained by the developer.

Reservations and dedications are to the Veranda Bay Master Association, Inc., and the Gardens at Hammock Beach Community Development District, their successors and assigns, without recourse to Flagler County.

The specific reservations and dedications from the face of the final plat are as follows:

Reservations and Dedications

Tract	Purpose	Dedication
Tract 2A-1	Common Area / Utility / Access & Drainage Easement (Public street purposes)	Gardens at Hammock Beach Community Development District
Tract 2A-2	Drainage	Gardens at Hammock Beach Community Development District
Tract 2A-3	Common Area / Recreation / Park	Gardens at Hammock Beach Community Development District
Tract 2A-4	Natural Vegetative Buffer / Boardwalks / Docks (and other consistent amenities)	Veranda Bay Master Association, Inc.
Tract 2A-5	Common Area / Drainage Easement / Boardwalks / Docks	Veranda Bay Master Association, Inc.
Tract 2A-6	Common Area / Access / Utility / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 2A-7	Common Area / Access / Utility / Drainage Easement	Gardens at Hammock Beach Community Development District

Tract	Purpose	Dedication
Tract 2A-8	Drainage	Gardens at Hammock Beach Community Development District
Tract 2A-9	Drainage	Gardens at Hammock Beach Community Development District
Tract 2A-10	Common Area / Conservation	Veranda Bay Master Association, Inc.
Tract 2A-11	Drainage	Gardens at Hammock Beach Community Development District
Tract 2A-12	Common Area / Access / Utility / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 2A-13	Drainage	Gardens at Hammock Beach Community Development District
Tract 2A-14	Common Area / Access / Utility / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 2A-15	Common Area / Access / Utility / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 2A-16	Drainage	Gardens at Hammock Beach Community Development District
Tract 2A-17	Common Area / Access / Utility / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 2A-18	Common Area / Access / Utility / Drainage Easement	Gardens at Hammock Beach Community Development District
Tract 2A-19	Drainage	Gardens at Hammock Beach Community Development District
Tract 2A-20	Common Area / Signage / Landscape Buffer	Veranda Bay Master Association, Inc.
Tract 2A-21	Common Area / Signage / Landscape Buffer	Veranda Bay Master Association, Inc.
Tract 2A-22	Common Area / Conservation	Veranda Bay Master Association, Inc.
Tract 2A-A	Future Development	Palm Coast Intracoastal, LLC
Parcel 2A-B	Lift Station	Gardens at Hammock Beach Community Development District

A draft Special Warranty Deed has been submitted (and is attached) conveying the common area tracts – Tracts 2A-4, 2A-5, 2A-10, 2A-20, 2A-21 and 2A-22 – to the Veranda Bay Master Association, Inc.

Additionally, the following easements are specifically listed on the plat:

Easements

Tract	Entity	Purpose
10 feet along the front of all lots	Veranda Bay Master Association, Inc.	Utility and drainage easement
5 feet along the side of all lots	Veranda Bay Master Association, Inc.	Drainage and utility easement
Over all common areas shown on the plat as public streets	Fire and police protection and all governmental agencies	Emergency access and access for the purpose of conducting official business
Utility easements over Parcel 2A-B and where shown	Gardens at Hammock Beach Community Development District	[no purpose listed]
All platted utility easements	[no named entity]	Construction, installation, maintenance, and operation of cable television services

In addition to the easements described in the plat, a 100-foot-wide landscape buffer is to be added to the final mylar within the westernmost portion of Tracts 2A-20 and 2A-21 adjoining John Anderson Highway.

Public Services and Utilities

The construction of this subdivision will include connection to City of Flagler Beach utilities for potable water and extension of sanitary sewer service. Included in the submittal (and attached to this item) is a draft Special Warranty Deed from the Gardens at Hammock Beach Community Development District to the City of Flagler Beach for conveyance of Parcel 2A-B, the lift station parcel.

Electric service is provided by Florida Power and Light. Fire and EMS services are available from Flagler County's Station 92 at the Flagler Executive Airport, a full-time Fire Rescue station. Mutual aid fire and rescue services are available through the City of Flagler Beach Fire Station 11, which is also a full-time Fire Rescue station. Flagler County Sheriff's Office responds to calls for law enforcement in this area, with the City of Flagler Beach Police Department available for mutual aid as needed. Solid waste service is provided by WastePro and billed by Flagler County with disposal in Volusia County.

No irrigation wells are permitted, and the project includes the installation of reuse lines for irrigation purposes.

Vehicular and Pedestrian Access

The development will have a main access connection from John Anderson Highway. The development is served with public streets to be maintained by the Gardens and Hammock Beach Community Development District and varying in width in the roadway tract (Tract 2A-1). The construction of sidewalks – both five feet and eight feet in width – is included in the Engineer's Cost Estimate and will be constructed internal to the development and along the West side of John Anderson Highway. Timing of sidewalk construction will need to coincide with any roadway widening.

Stormwater

The stormwater system has been permitted through St. Johns River Water Management District (SJRWMD) permit #80599-8, issued on October 7, 2021. The applicant notes in their submittal that:

“An Environmental Resource Permit was issued on December 12, 2006, under Hammock River Beach Club, Permit No. 80599-2. The system has been redesigned to meet the current design criteria including nutrient reduction.”

As described in the applicant's Stormwater Calculations (dated December 10, 2019):

- “a) The retention volumes provided exceed the requirements of the SJRWMD and the County.
- b) The system will function properly when considering the tailwater constraints.
- c) The drainage system proposed will be maintained and operated by the Home Owner's Association.
- d) The minimum temporary erosion and sediment control measures are shown on the site plan, additional measures may be needed based on field conditions at the time of construction.”

Bonding

A draft performance bond has been provided in the final plat submittal, along with the Engineer's Certification of Cost of Improvements dated April 28, 2022 and totaling \$9,359,279.47 for the combined Phase 1A and Phase 2A, along with the offsite improvements and the Clubhouse sitework. Based on the Engineer's cost estimate, the performance bond amount would be \$11,699,099.34. As required in the Flagler County Land Development Code (FCLDC), the performance bond equals 125% of the cost of improvements, while the maintenance bond is based on 10% of the total cost of improvements. As improvements are completed, the performance bond can be reduced through a rider following the engineer's certification of completion, provision of as-builts, and verification by the Development Engineer. In the case of the maintenance bond, following a term of two years from approval and satisfactory maintenance of improvements during this period, the maintenance bond will be released.

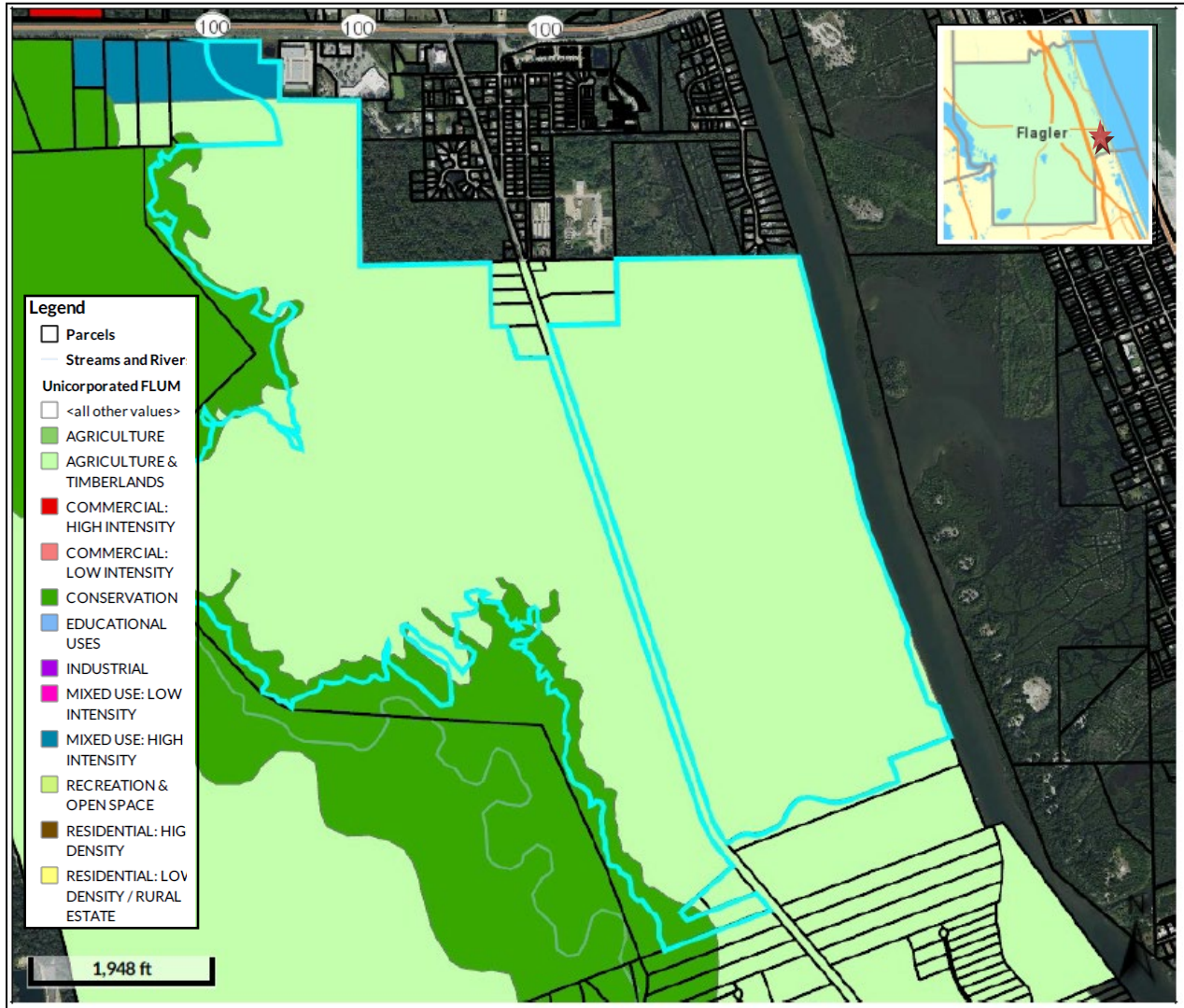
PUD Obligations

The temporary waiver of the secondary means of ingress and egress (FCLDC Section 4.06.02.A.4) is still needed since the timing of the construction of the roadway connection between Phases 1A and 2A may not be complete at the time that individual homes are completed within either of the phases. It is anticipated that a stabilized subbase will be provided within both phases and providing the two access points on John Anderson Highway on an interim basis that may serve as an emergency means on ingress and egress while construction is underway.

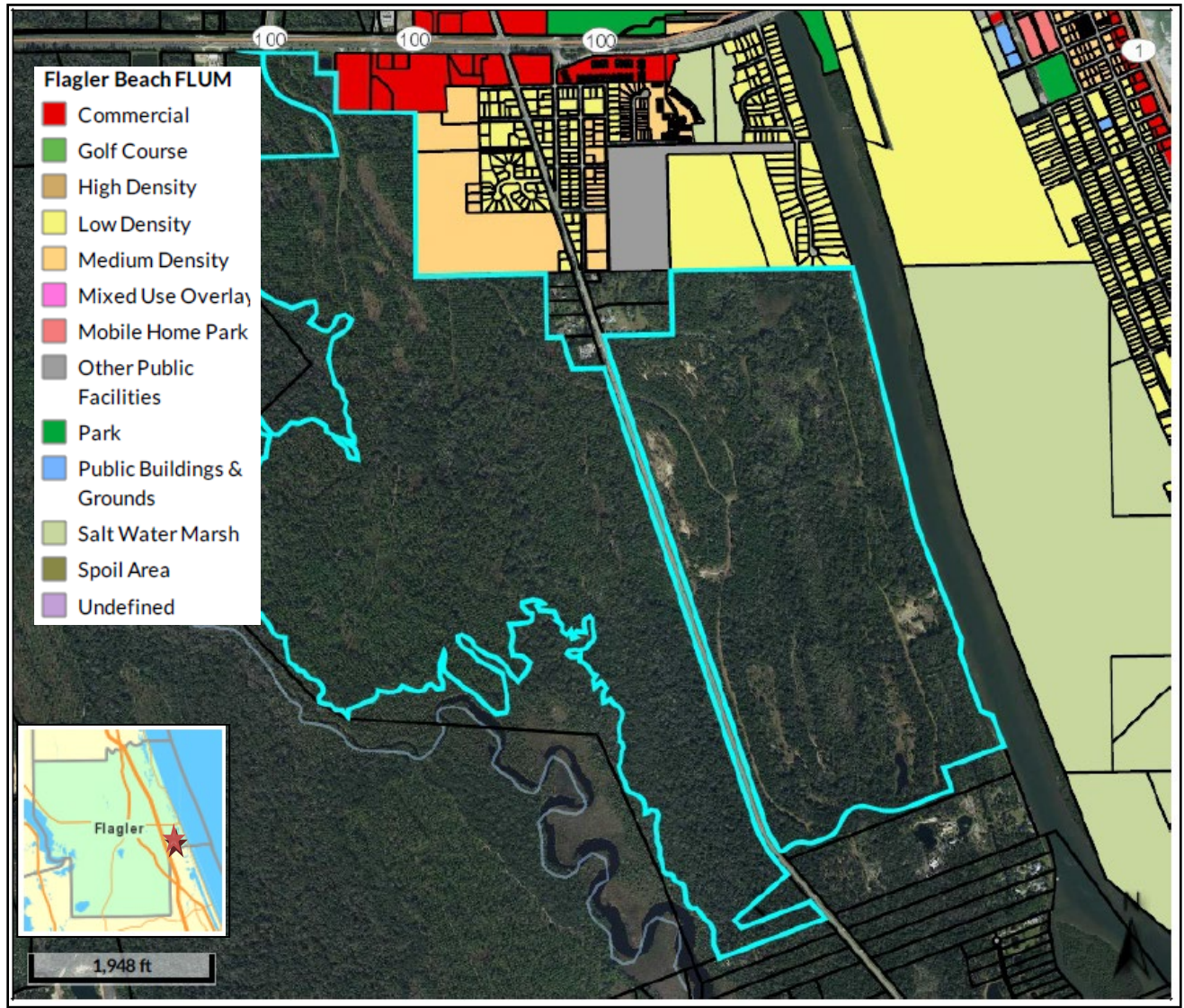
School Concurrency

The School District reviewed the entirety of the 335 proposed single family dwelling units and issued its Certificate of School Concurrency dated January 27, 2021 and providing for 82 reserved student stations.

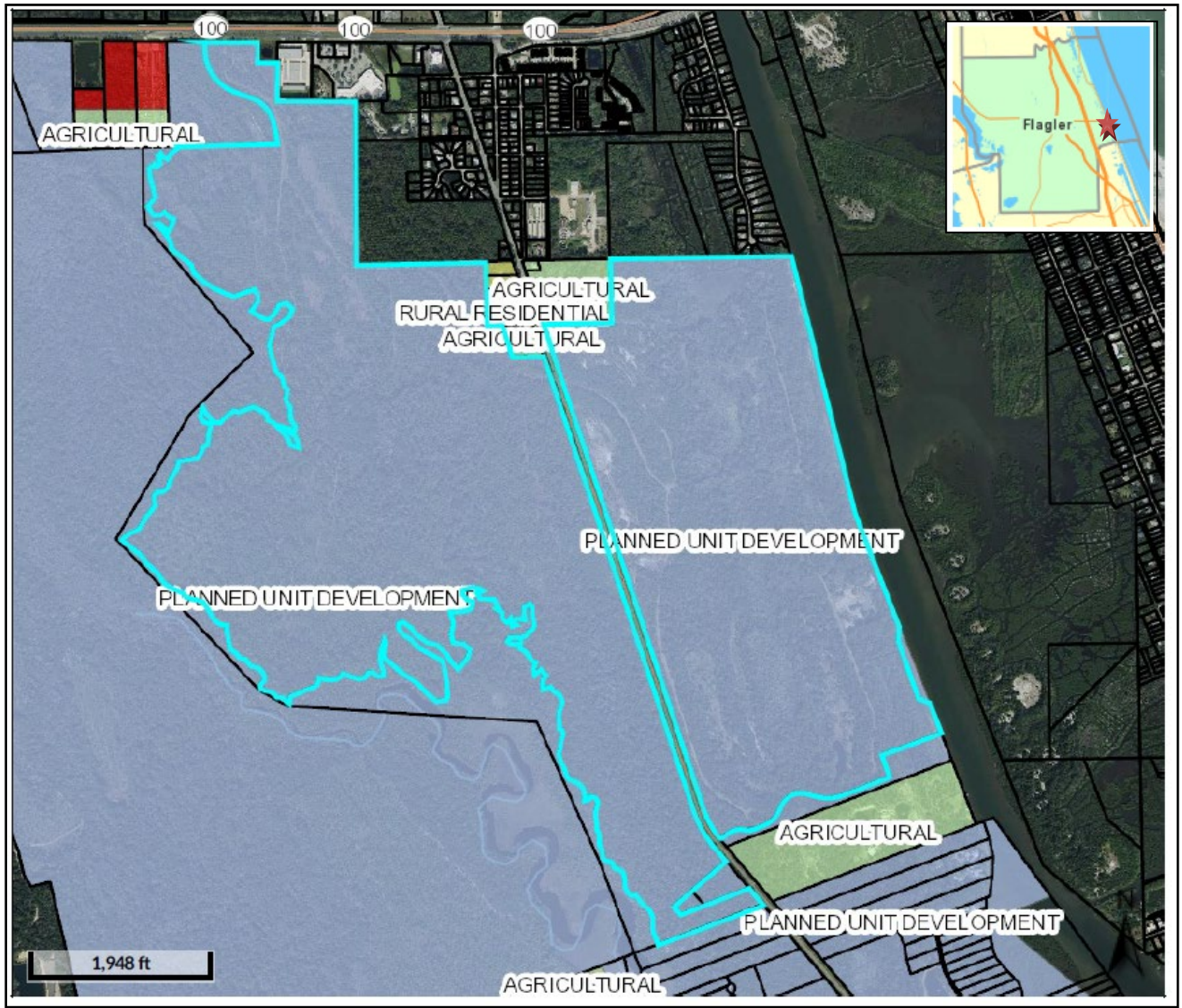
Future Land Use Map



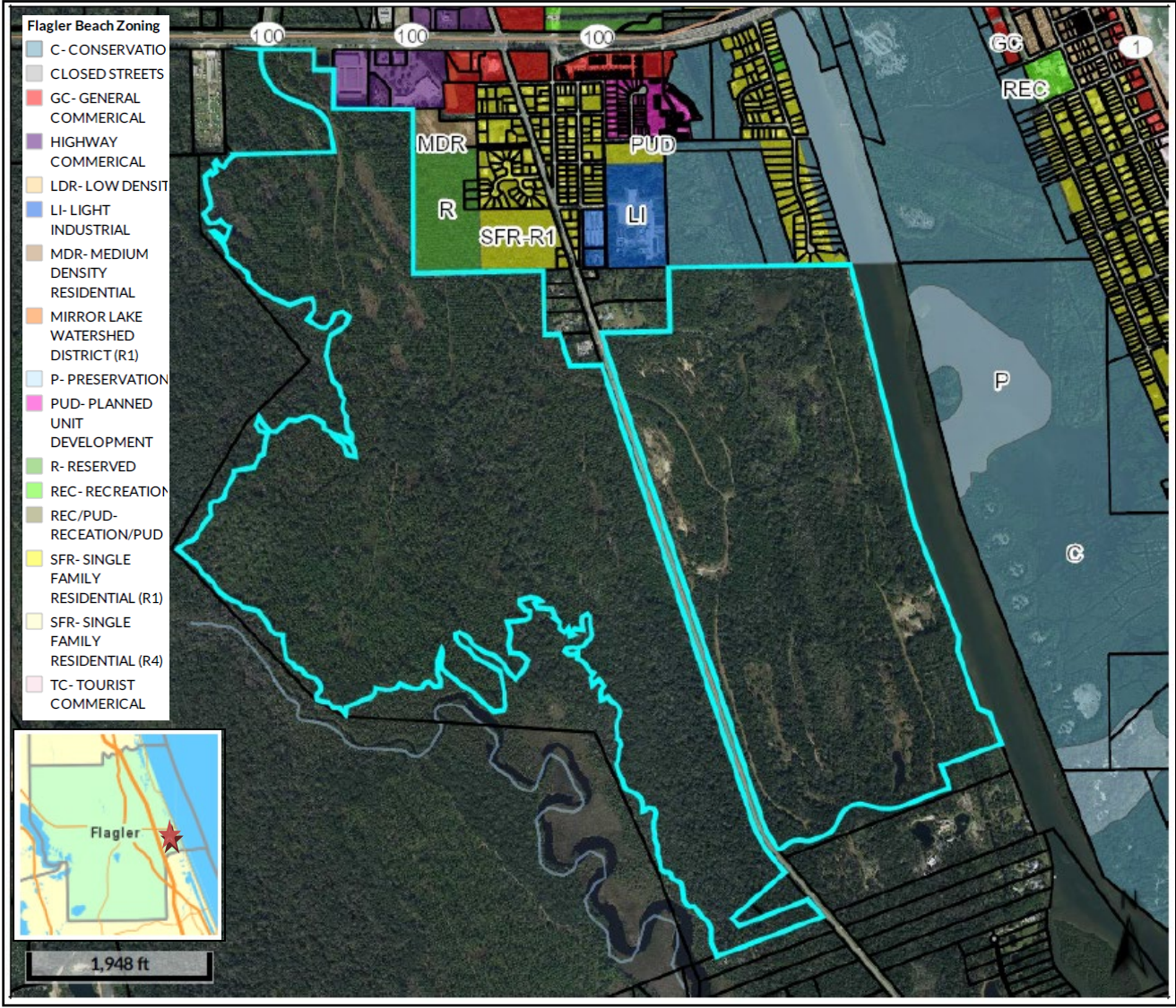
City of Flagler Beach Future Land Use Map



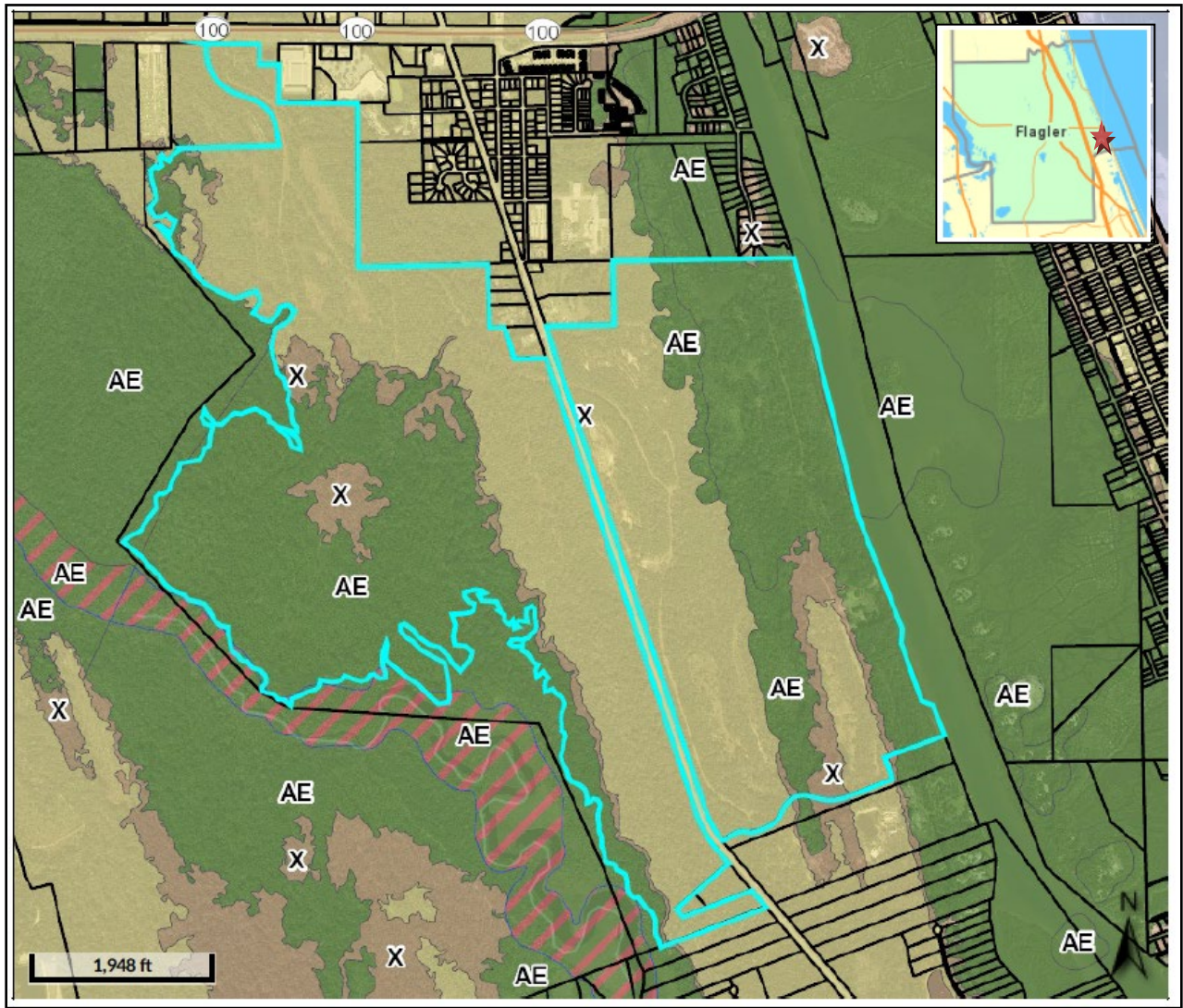
Zoning Map



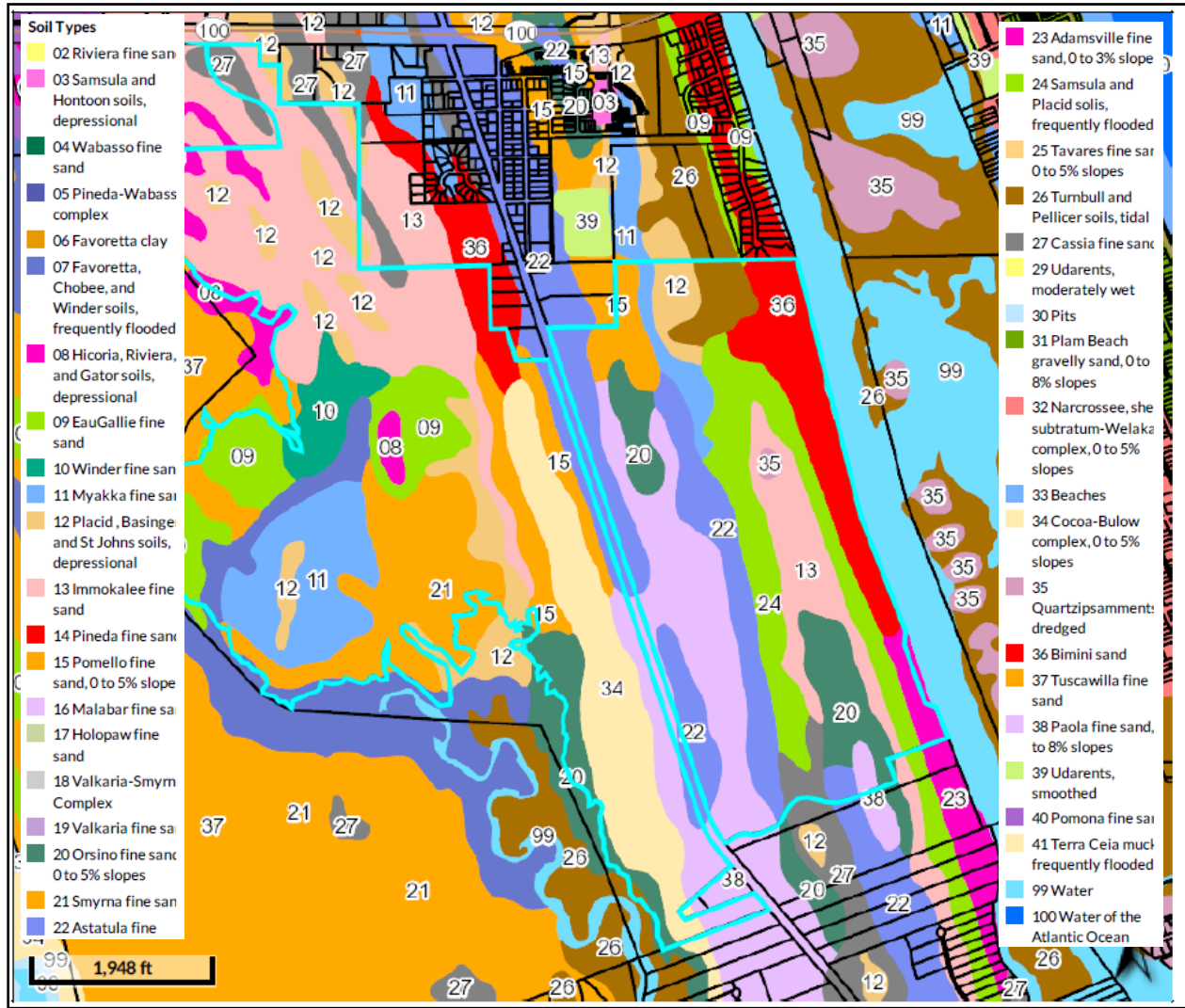
City of Flagler Beach Zoning Map



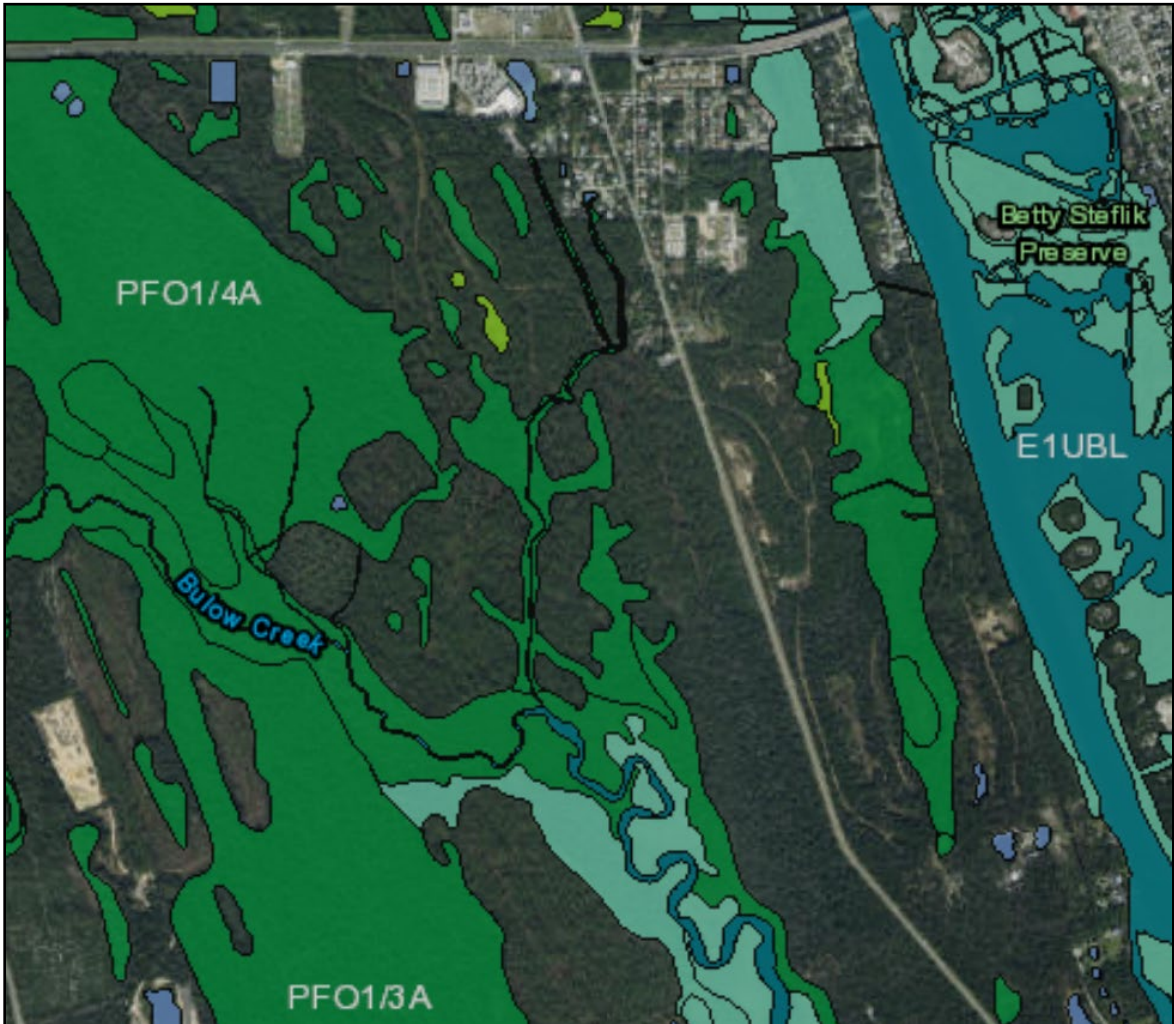
Flood Zone



Soils Map



National Wetlands Inventory Mapper

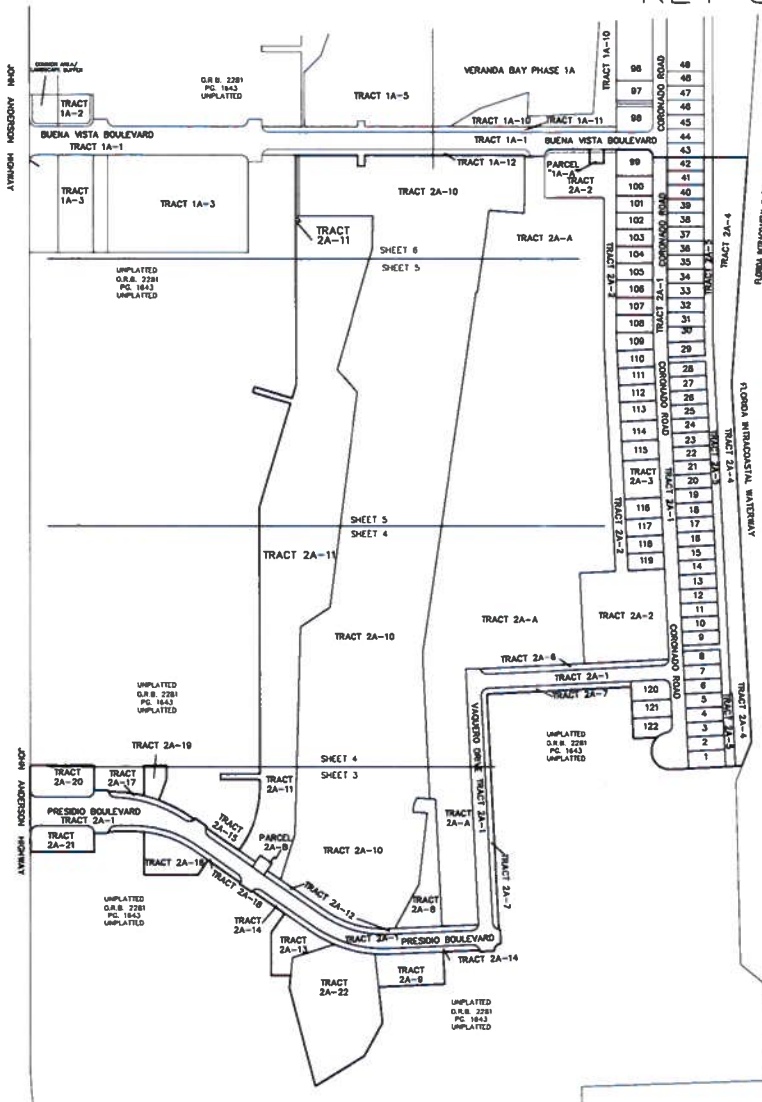


VERANDA BAY PHASE 2A

A PART OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

KEY SHEET

PLAT BOOK PAGE
SHEET 2 OF 6



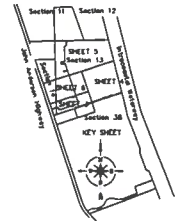
- LEGEND**
- OFFICIAL RECORD BOOK
 - SQUARE FEET
 - CONCRETE MONUMENT
 - PACE
 - POINT OF CURVATURE
 - POINT OF SANGUITY
 - PLANNED URBAN DEVELOPMENT
 - POINT OF REVERSE CURVE
 - RADIOS POINT
 - POINT OF INTERSECTION
 - RADUS
 - ARC LENGTH
 - CHORD DISTANCE
 - TABULAR CURVE DATA
 - HIGH RADIAL
 - LOW RADIAL
 - RADIAL
 - DONOR'S SET PERMANENT CONTROL POINT (SUA & BCK STAMPED LB #7800)
 - SET 1/2" HIGH PIPE LB #7800
 - PERMANENT REFERENCE MONUMENT
 - DONOR'S SET PERMANENT REFERENCE MONUMENT
 - HIGH RADIAL UNLESS OTHERWISE NOTED
 - RIGHT OF WAY



GRAPHIC SCALE



(IN FEET)
1 inch = 200 FT.



ACCEPTANCE OF RESERVATIONS
STATE OF FLORIDA
COUNTY OF FLAGLER

VERANDA BAY MASTER ASSOCIATION, INC. ACCEPTS THE DESIGNATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____ 2022.

WITNESS SIGNATURE _____ VERANDA BAY MASTER ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

PRINTED NAME _____ BY: _____
KIMBERLY W. BOLDEN, ITS PRESIDENT

STATE OF FLORIDA
COUNTY OF FLAGLER

GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT ACCEPTS THE DESIGNATIONS OR RESERVATIONS TO SAID DISTRICT AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____ 2022.

GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT, A CHAPTER 190 FLORIDA STATUTES UNIT OF LOCAL SPECIAL PURPOSE GOVERNMENT ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA.

WITNESS SIGNATURE _____ BY: _____
PRINTED NAME _____

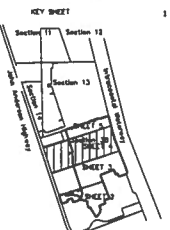
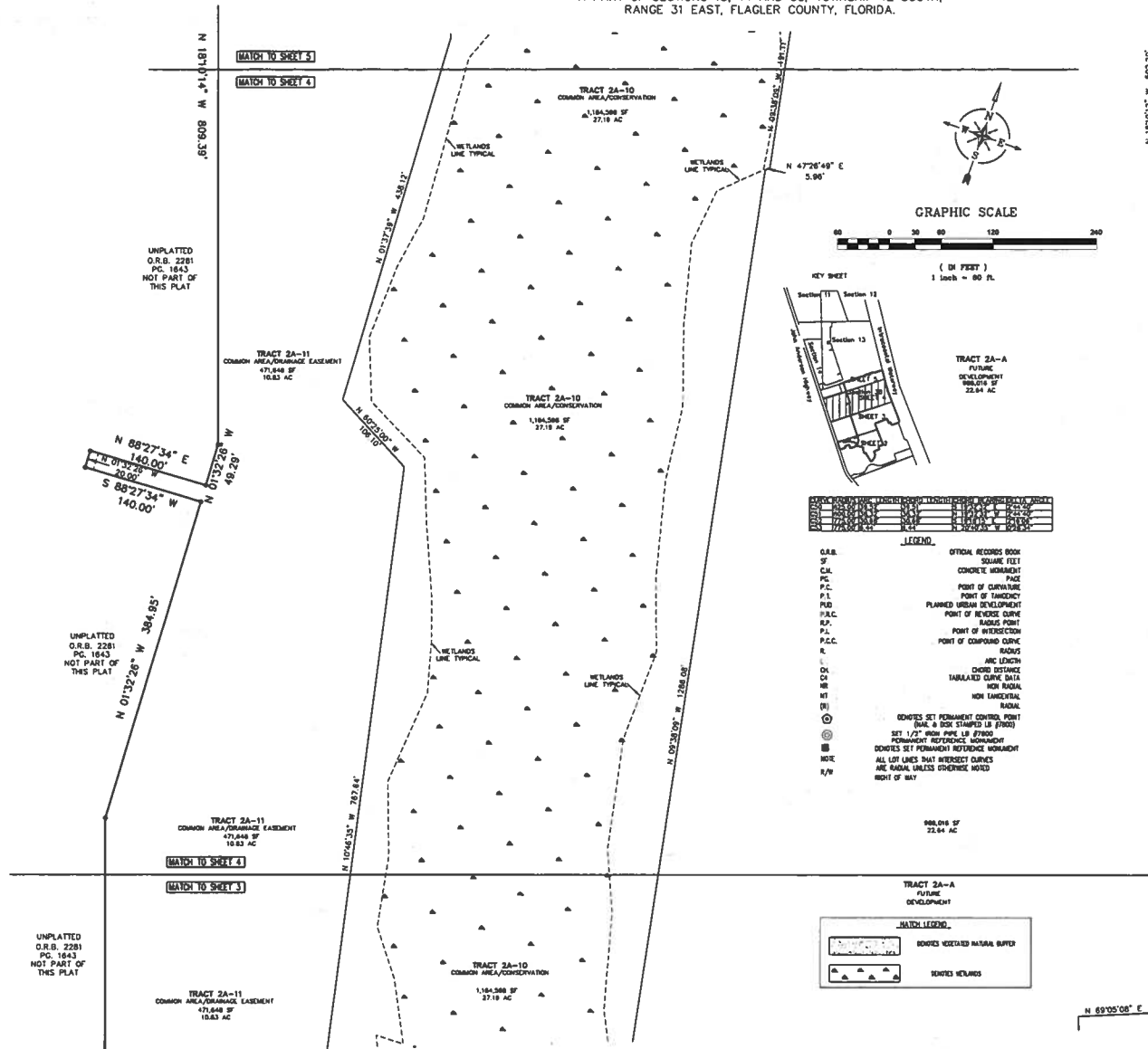
DEVELOPER CONTACT INFO
PALM COAST INTRACASTAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY
3178 SPINDRUM LANE
CHARLOTTE, NC 28226
(384) 888-2411

PREPARED BY
D.M. AND ASSOCIATES
280 UTILITY DRIVE
PALM COAST, FLORIDA 32927
PHONE (384) 285-6541

VERANDA BAY PHASE 2A

A PART OF SECTIONS 13, 14 AND 38, TOWNSHIP 12 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA.

PLAT BOOK PAGE
SHEET 5 OF 6



LEGEND	
○	OPTIONAL RECORDS BOOK
□	SQUARE FEET
■	CONCRETE MONUMENT
●	PAGE
○	POINT OF CURVATURE
○	POINT OF TANGENCY
○	PLANNED VISION DEVELOPMENT
○	POINT OF REVERSE CURVE
○	RADIUS POINT
○	POINT OF INTERSECTION
○	POINT OF COMPOUND CURVE
○	RADIUS
○	ARC LENGTH
○	CHORD DISTANCE
○	TABULATED CURVE DATA
○	NON RADIAL
○	NON LATERAL
○	SIGNAL
○	COPIES SET PERMANENT CONTROL POINT
○	DATE & BOX STAMPED IN FRONT
○	SET 1/4" HIGH IRON U.P. STAKES
○	PERMANENT REFERENCE MONUMENT
○	COPIES SET PERMANENT REFERENCE MONUMENT
○	ALL LOT LINES THAT INTERSECT CURVES ARE RADIAL UNLESS OTHERWISE NOTED
○	RIGHT OF WAY

MATCH LEGEND	
□	INDICES REQUIRED NATURAL BUFFER
□	INDICES REQUIRED

TRACT 2A-10 COMMON AREA/CONSERVATION 1,164,388 SF 27.19 AC	TRACT 2A-11 COMMON AREA/CONSERVATION EASEMENT 471,848 SF 10.83 AC	TRACT 2A-A FUTURE DEVELOPMENT 22.64 AC	TRACT 2A-1 COMMON AREA/CONSERVATION 1,164,388 SF 27.19 AC	TRACT 2A-2 COMMON AREA/CONSERVATION 1,164,388 SF 27.19 AC	TRACT 2A-3 COMMON AREA/CONSERVATION 1,164,388 SF 27.19 AC
102 7,800 SF					
103 7,800 SF					
104 7,800 SF					
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106 7,800 SF					
107 7,800 SF					
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113 7,800 SF					
114 7,800 SF					
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116 7,800 SF					
117 7,800 SF					
118 7,800 SF					
119 7,800 SF					

DEVELOPER CONTACT INFO:
PALM COAST INTRACOASTAL, LLC, A FLORIDA LIMITED LIABILITY COMPANY
2178 SPRINGDALE LANE
PALM COAST, FLORIDA 32909
(386) 988-2411

PREPARED BY:
DH AND ASSOCIATES
20 JULY 2004
PALM COAST, FLORIDA 32909
(386) 988-2411



APPLICATION FOR FINAL PLAT

FLAGLER COUNTY, FLORIDA
1769 E. Moody Blvd, Bldg 2, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project #: Veranda Bay - Phase 2-A

PROPERTY OWNER(S)	Name(s):	Palm Coast Intracoastal, LLC., William G. Allen, Manager		
	Mailing Address:	3129 Springbank Lane		
	City: Charlotte	State: NC	Zip: 28226	
	Email: <u>kenbelshe@yahoo.com</u>	Telephone #	(386) 259-1591	Fax # ()

APPLICANT/AGENT	Name(s):	Parker Mynchenberg & Associates, Inc.		
	Mailing Address:	1729 Ridgewood Ave.		
	City: Holly Hill	State: FL	Zip: 32117	
	Email: <u>info@parkermynchenberg.com</u>	Telephone #	(386)677-8891	Fax # ()

SUBJECT PROPERTY	SITE LOCATION (street address):	
	LEGAL DESCRIPTION: (briefly describe, do not use "see attached")	
	Parcel # (tax ID #):	13-12-31-0000-01010-0000
	Parcel Size:	97.664 Acres
	Number of Miles of New Road(s):	
	Current Zoning Classification:	PUD
	Current Future Land Use Designation:	Agriculture & Timberlands
	Subject to A1A Scenic Corridor IDO?	YES NO <input checked="" type="checkbox"/>

PURPOSE OF SUBMISSION / PROJECT DATA: Subdivide 97.664 acres into 66 single-family residential lots.

Will Allen
Signature of Owner(s) or Applicant/Agent
if Owner Authorization form attached

2-3-2022
Date

****OFFICIAL USE ONLY****

BOARD OF COUNTY COMMISSIONERS ACTION:

APPROVED []
*APPROVED WITH CONDITIONS []
DENIED []

Signature of Chairman: _____

Date: _____ *approved with conditions, see attached.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

Mr. Adam Mengel, AICP, LEED AP BD+C
Flagler County, Planning & Zoning Department
1769 E. Moody Blvd. Building 2 - Suite 105
Bunnell, Florida 32110

April 1, 2022

**Re: VERANDA BAY – PHASE 2A
Final Plat Submittal**

Dear Adam:

Please find enclosed the following in connection with the above referenced project:

1. Six (6) copies of the Final Plat.
2. Six (6) copies of the Boundary Survey.
3. One (1) copy of the Application for Final Plat.
4. One (1) copy of the Warranty Deed.
5. One (1) copy of the Title Opinion.
6. One (1) copy of the Paid Property Tax Receipt.
7. One (1) copy of the Letter of Authorization.
8. One (1) signed and sealed copy of the Permit Summary List.
9. One (1) disk containing PDF files of the submittal package paperwork.

To be submitted under separate cover:

1. One (1) signed and sealed copy of the Engineer's Certification of Cost.
2. One (1) check in the amount of \$6,000.00 to Cover the Final Plat Application Fee (to be delivered to Flagler County by Developer).
3. One (1) Performance Bond Guarantee in the Amount of 125% of Approved Engineers Cost Estimate.

Project Description: Subdivide 97.664 acres into 66 single-family residential lots.

By copy of the letter, I affirm that the application is in compliance with all statutory requirements.

Should you have any questions or need additional information, please contact me at (386)677-6891.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

PM/af

cc: Mr. Ken Belshe
Ms. Danielle Ferguson
Mr. Michael Chiumento, III

LETTER OF AUTHORIZATION

Re: **VERANDA BAY**

To Whom It May Concern:

By copy of this letter, I, William G. Allen, Manager of Palm Coast Intracoastal, LLC, hereby authorize Parker Mynchenberg & Associates, Inc. to act on my behalf with regard to obtaining agency approvals, including, but not limited to:

- 1. City and County Plat and Site Plan Submittals (if applicable)
- 2. FDEP Water, and Wastewater Permit Applications (if applicable)
- 3. St Johns River Water Management District Permit Applications (if applicable)
- 4. FDOT Driveway, Drainage, and Utility Permit Applications (if applicable)
- 5. County Use Permit Applications (if applicable)

If you have any questions, please contact me at 386-259-1591.

Yours truly,



William G. Allen, Manager

2-3-2022

Date

Palm Coast Intracoastal, LLC
3129 Springbank Lane
Charlotte, NC 28226

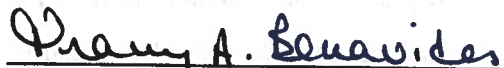
STATE OF FLORIDA

COUNTY OF COLLIER

Before me, the undersigned authority, this day personally appeared William G. Allen, well known to me to be Manager of Palm Coast Intracoastal, LLC, and he acknowledges executing the foregoing Letter of Authorization under authority duly vested in him by said County as such officer and for the uses and purposes expressed therein.

WITNESS my hand and official seal this 3rd day of February, 2022.

My Commission expires: 01/02/26



Notary Public, State of Florida at Large



**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

William C. Guthrie, Esq.
Foley & Lardner LLP
111 N. Orange Avenue, Suite 1800
Orlando, FL 32801

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made effective as of the 24th day of May, 2018, by **HAMMOCK BEACH RIVER CLUB, LLC, a Georgia limited liability company**, whose address is 200 Ocean Crest Drive, Suite 31, Palm Coast, FL 32137 (hereinafter referred to as "Grantor"), to **PALM COAST INTRACOASTAL, LLC, a Florida limited liability company**, whose address is 3129 Springbank Lane, Charlotte, North Carolina 28226 (hereinafter referred to as "Grantee").

WITNESSETH:

THAT Grantor, for consideration in the sum of Ten Dollars (\$10.00) to it in hand paid by said Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents, grant, bargain and sell, convey and confirm unto said Grantee, its successors and assigns, that certain real estate situated in the County of Flagler, State of Florida, and legally described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Property**").

TOGETHER WITH the improvements thereon and the rights, easements, privileges, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor does hereby fully warrant title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that the land is free of all encumbrances except for the matters listed on **Exhibit B** attached hereto and incorporated herein by reference (collectively, the "**Permitted Exceptions**") and that title to the Property is conveyed subject to the Permitted Exceptions (provided, however, that reference thereto shall not serve to re-impose any of the same).

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its Manager, hereunto duly authorized, effective as of the day and year first above written.

GRANTOR:

HAMMOCK BEACH RIVER CLUB, LLC,
a Georgia limited liability company

By: LRA HB GARDENS, LLC, a Delaware limited liability company, its sole Member and sole Manager

WITNESSES:

[Signature]
Print Name: Notary Public

[Signature]
Print Name: Jeffrey Goodman

By: [Signature]
Stuart A. Margulies, its Senior Managing Principal

RECORDED

STATE OF PA)
COUNTY OF Philadelphia)

21st The foregoing instrument was sworn to, subscribed and acknowledged before me this day of May, 2018, by Stuart A. Margulies who is the Senior Managing Principal of LRA HB Gardens, LLC, a Delaware limited liability company, on behalf of the Company, the sole Member and sole Manager of Hammock Beach River Club, LLC, a Georgia limited liability company. He [] is personally known to me or has [] produced a current Florida driver's license as identification or [] produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public, State of PA
Print Name Julianne Walsh
Commission No. _____

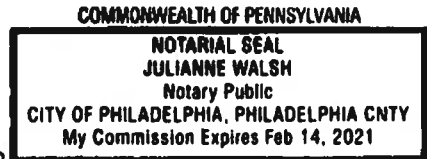


EXHIBIT "A" – Page 1 of 3
Legal Description of Property

A portion of Lots 1, 3, 7, 8 and 9 and all of Lots 4, 10, 11 and 12, Block C, Bunnell Development Company's Land as recorded in Plat Book 1, Page 1, in the Public Records of Flagler County, Florida, together with a portion of Government Section 14, 38, and 39, Township 12 South, Range 31 East, Flagler County, Florida, situated in Government Sections 11, 14, 38 and 39, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Commence at the intersection of the East right of way line of John Anderson Highway (State Road 201) and the North line of said Section 38-12-31; thence South 71°47'17" West, a distance of 100.00 feet to a point on the West right of way line of John Anderson Highway (State Road 201), also being the Point of Beginning; thence along said West right of way line the following three courses: South 18°10'26" East, a distance of 3,184.36 feet to a point of curvature of a non-tangent curve concave Northeasterly having a radius of 1,196.28 feet, a central angle 22°09'26" and a chord distance of 459.74 feet which bears South 29°14'21" East; thence Southeasterly along the arc of said curve a distance of 462.62 feet; thence South 40°21'41" East, a distance of 776.28 feet; thence departing said West right of way line South 69°18'47" West, a distance of 1433.82 feet, thence North 20°41'22" West, a distance of 995.98, thence North 24°04'44" West, a distance of 1618.01 feet; thence North 86°17'06" West, a distance of 2,604.28 feet; thence North 60°37'10" West, a distance of 341.50 feet; thence North 43°23'02" West, a distance of 2,172.87 feet, thence North 30°47'31" East, a distance of 1,526.35 feet; thence North 45°31'15" East, a distance of 902.38 feet; thence North 40°14'18" West, a distance of 1,732.75 feet; thence North 06°10'40" West, a distance of 189.68 feet; thence North 00°15'33" West, a distance of 614.90 feet; thence North 88°32'16" East, a distance of 257.93 feet; thence North 01°27'08" West, a distance of 1,087.72 feet to a point on the South line of State Road No. 100; thence along said South right of way line South 89°29'03" East, a distance of 959.81 feet; thence departing said South right of way line South 00°30'57" West, a distance of 210.00 feet; thence South 89°29'03" East, a distance of 210.00 feet; thence South 00°30'57" West, a distance of 389.92 feet; thence South 89°28'38" East, a distance of 822.42 feet; thence South 00°06'48" East, a distance of 1,704.61 feet; thence North 88°51'12" East, a distance of 1350.55 feet; thence South 01°10'32" East, a distance of 660.84 feet; thence North 88°37'17" East, a distance of 158.75 feet; thence South 18°14'40" East, a distance of 330.09 feet; thence North 88°50'11" East, a distance of 330.04 feet to a point on the West right of way line of John Anderson Highway (State Road 201); thence along said right of way line South 18°15'00" East, a distance of 1,788.60 feet to the Point of Beginning.

EXHIBIT "A" – Page 2 of 3
Legal Description of Property

Together with

A portion of Sections 13, 14 and 38, Township 12 South, Range 31 East, Flagler County, Florida, being more particularly described as follows:

Beginning at the intersection of the East right of way line of John Anderson Highway (State Road 201) and the North line of said Section 38-12-31; thence along said East right-of-way line North 18°15'00" West, a distance of 2,087.53 feet; thence departing said East right of way line North 88°47'52" East, a distance of 710.35 feet to a point on the West line of Section 13-12-31; thence along said West Section line North 01°13'40" West, a distance of 661.23 feet to a point on the North line of Section 13-12-31; thence along said North Section line North 88°36'18" East, a distance of 1,890.40 feet to the point on the West right-of-way line of Florida Intracoastal Waterway; thence along said West right of way line the following two courses: South 13°59'25" East, a distance of 2,750.14 feet; thence South 21°17'55" East, a distance of 1265.83 feet; thence departing said West right of way line and along a Westerly line of the Historic Channel of Haw Lover Creek, South 03°54'35" West, a distance of 148.38 feet; thence South 19°27'08" East, a distance of 643.95 feet, thence South 68°38'53" East, a distance of 113.53 feet to a point on the aforesaid Intracoastal right-of-way, thence South 21°17'55" East, a distance of 647.80 feet; thence departing said right-of-way South 69°10'09" West, a distance of 2520.12 feet to a point on the East right of way line of John Anderson Highway (State Road 201); thence along said East right-of-way line the following three courses: North 40°21'41" West, a distance of 74.31 feet to a point of curvature of a non-tangent curve concave Northeasterly having a radius of 1,095.28 feet, a central angle of 22°09'21" and a chord distance of 421.29 feet which bears North 29°14'17" West; thence Northwesterly along the arc of said curve a distance of 423.92 feet; thence North 18°10'26" West, a distance of 3,184.44 feet to the Point of Beginning.

Formerly known as GARDENS AT HAMMOCK BEACH, according to the plat thereof as recorded in Plat Book 35, Pages 80 through 100, Public Records of Flagler County, Florida.

LESS AND EXCEPT: The land contained in the Quit Claim Deed recorded in Official Records Book 1620, Page 434, Public Records of Flagler County, Florida.

LESS AND EXCEPT: The land contained in the Special Warranty Deed recorded in Official Records Book 1636, Page 1694, Public Records of Flagler County, Florida.

LESS AND EXCEPT: The land contained in the Special Warranty Deed recorded in Official Records Book 1789, Page 750, Public Records of Flagler County, Florida.

LESS AND EXCEPT: Tracts PL-2 and PL-3, GARDENS AT HAMMOCK BEACH, according to the plat thereof as recorded in Plat Book 35, Pages 80 through 100, Public Records of Flagler County, Florida.

EXHIBIT "A" – Page 3 of 3
Legal Description of Property

TOGETHER WITH

A parcel of land in the South 1/2 of Section 11, Township 12 South, Range 31 East, Flagler County, Florida more particularly described as follows:

Commence at the Southwest corner of Government Section 11, Township 12 South, Range 31 East as monumented by a 4" x 4" concrete monument inscribed with a "t"; thence along the Southerly line of said Section 11 North 88°51'19" East a distance of 2591.75 feet to the Point of Beginning; thence North 00°06'41" East a distance of 1287.36 feet; thence North 88°28'36" East, a distance of 680.27 feet; thence South 01°24'50" East, a distance of 345.10 feet; thence South 88°36'24" West, a distance of 150.00 feet; thence South 01°28'15" East, a distance of 300.30 feet; thence North 88°36'24" East, a distance of 150.00 feet; thence South 01°08'43" East, a distance of 24.77 feet; thence North 88°54'22" East, a distance of 749.54 feet to a point on the Westerly right of way line of State Road 201, (also known as John Anderson Highway); thence along said Westerly right of way line, South 18°11'55" East, a distance of 401.46 feet; thence departing said right of way line, South 77°14'08" West, a distance of 99.57 feet; thence South 01°16'02" East, a distance of 216.94 feet; thence South 88°50'35" West, a distance of 126.47 feet to a point on the Southerly line of aforesaid Section 11; thence along said Southerly line South 88°51'19" West, a distance of 1,350.55 feet to the Point of Beginning.

TOGETHER WITH

A parcel of land in Section 12, Township 12 South, Range 31 East, Flagler County, Florida more particularly described as follows:

Begin at the Southwest corner of said Government Section 12, thence departing said Southerly line North 01°30'23" West a distance of 1203.23 feet along the Westerly line of said Section 12; thence North 88°52'15" East, a distance of 649.96 feet; thence South 19°00'52" East, a distance of 1,265.64 feet; thence South 88°56'30" West, along said Section line, a distance of 1,030.73 feet to the Point of Beginning.

Exhibit "B"
Permitted Exceptions

1. The Gardens at Hammock Beach Community Development District established by Ordinance No. 2006-21 of Flagler County, Florida.
2. Ad valorem and non-ad valorem real estate taxes for the year 2018 and subsequent years, not yet due and payable.
3. All existing and applicable zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations, in each case whether existing as of the date of this Special Warranty Deed or at any time thereafter.
4. Notice Regarding Intracoastal Waterway Right of Way Recorded April 16, 1998 in Official Records Book 611, Page 1739.
5. Ordinance No. 2005-22 recorded May 3, 2006 in Official Records Book 1429, Page 19.
6. Settlement Agreement between City of Flagler Beach, a municipal corporation of the State of Florida; Flagler County, a political subdivision of the State of Florida; The Gardens at Hammock Beach Property Owners' Association, Inc., a Florida not for profit corporation; and the City of Palm Coast, a municipal corporation of the State of Florida recorded April 11, 2007 in Official Records Book 1560, Page 471.
7. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor recorded May 19, 2016 in Official Records Book 2129, Page 1549.
8. Notice of Establishment of The Gardens at Hammock Beach Community Development District recorded November 21, 2006 in Official Records Book 1508, Page 754.
9. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 765.
10. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 775 and Amendment recorded in Official Records Book 1859, Page 1057.
11. Flagler County Planning and Development Board Order No. 2987 recorded August 20, 2015 in Official Records Book 2081, Page 1056.
12. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of BUNNELL DEVELOPMENT COMPANY'S LAND OF BUNNELL FLORIDA, recorded in Plat Book 1, Page 1.
13. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.

14. Rights of upper and lower stream owners in and to the use of the waters of Florida Intracoastal Waterway and to the continued uninterrupted flow thereof.
15. Rights of upper and lower stream owners in and to the use of the waters of Bulow Creek and to the continued uninterrupted flow thereof.
16. The nature, extent or existence of riparian rights is not insured.

FCC RD

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

NOVEMBER 16, 2020

REGULAR MEETING

Present: Chair David Sullivan, Vice Chair Joe Mullins, Commissioners Charles Ericksen, Gregory Hansen and Donald O'Brien, County Administrator Jerry Cameron, County Attorney Al Hadeed and Deputy Clerk Rhea Cosgrove

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

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair Sullivan asked if any BCC member would like to table Item 9f – Relay Ridge due to neighborhood concerns made after the agenda was published.

A motion was made by Commissioner Mullins to table Item 9f to December 14, 2020 time certain at 5:30 p.m. or soon thereafter. Seconded by Commissioner Hansen.

Chair Sullivan called the question. Motion carried unanimously.

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Sullivan announced the following:

- County Offices would be closed November 26 and 27 in observance of the Thanksgiving Holiday.
- Upcoming meetings:
 - Special Meeting – November 17 at 4:00 p.m. for the swearing in of commissioners
 - Regular Meeting – December 7 at 9:00 a.m.
 - Legislative Priorities presentation to Senator Travis Hutson and Paul Renner – December 18

ITEM 4A - RECOGNITION: COMMISSIONER CHARLES ERICKSEN, JR. FOR 8 YEARS OF SERVICE TO THE CITIZENS OF FLAGLER COUNTY

County Administrator Cameron and the BCC recognized Commissioner Ericksen for his eight years of public service as a Flagler County Commissioner.

ITEM 4B - PROCLAMATIONS

None

November 16, 2020
Regular Meeting

ITEM 9H - QUASI-JUDICIAL - APPLICATION #3210 - REQUEST FOR APPROVAL OF A PRELIMINARY PLAT IN THE PUD (PLANNED UNIT DEVELOPMENT) DISTRICT FOR 335 LOTS IN SIX PHASES IN THE HAMMOCK BEACH RIVER CLUB PUD

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

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

SUBJECT: QUASI-JUDICIAL – Application #3210 – Request for Approval of a Preliminary Plat in the PUD (Planned Unit Development) District for 335 Lots in Six Phases in the Hammock Beach River Club PUD located South of State Road 100 East and lying East and West of John Anderson Highway; Parcel Number: 13-12-31-0000-01010-0000; 824.13+/- acres. Owner: Palm Coast Intracoastal, LLC/Applicant: Ken Belshe. (Project #PLAT-000103-2019).

DATE OF MEETING: November 16, 2020

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. This request is related to Application #3209, the modification to the PUD Site Development Plan for the Gardens. The request is for review of a preliminary plat in the PUD (Planned Unit Development) District for development of a 335 lot subdivision in six phases. The subject parcel is 824.13+/- acres in size and is located South of State Road 100 and is bisected by John Anderson Highway.



(Item 9h – continued)

The agent on behalf of the owner submitted a preliminary plat application and supporting documents to the County by transmittal letter dated December 19, 2019. Through the submittal, the applicant is seeking approval of a preliminary plat for:

- 56 units in Phase 1A (90.40 acres);
- 54 units in Phase 1B (18.02 acres);
- 35 units in Phase 1C (26.73 acres);
- 66 units in Phase 2A (97.66 acres);
- 65 units in Phase 2B (21.82 acres) and
- 59 units in Phase 2C (16.91 acres).

The proposed preliminary plats conform to the PUD Site Development Plan submitted through Application #3209. If the configuration of the PUD Plan changes, then similar changes will need to be made to the preliminary plat. Phasing is specifically provided for in the PUD text (as adopted through Ordinance No. 2005-22 recorded on May 3, 2006 at Official Records Book 1429, Page 19, Public Records of Flagler County, Florida:

"The Project may be developed in a single phase or multiple phases, at the discretion of the Developer. The Developer will notify the County of proposed phasing at the time of preliminary plat and construction plan review submittal(s). Infrastructure necessary to support each phase of the Project shall be constructed concurrently with that phase as a condition of platting." (PUD Section 8.1 – Phasing, in Ordinance No. 2005-22, emphasis added).

This application was reviewed by the Technical Review Committee (TRC) at its February 19, 2020 and June 17, 2020 regular meetings (the scheduled March 18, 2020 TRC meeting was canceled due to the COVID-19 Pandemic). As reflected in the TRC comments and the applicant's response, there are outstanding comments related to this project. The previous agenda item related to the modification of the PUD Site Development Plan summarizes the primary issues raised by the TRC which remain unresolved.

The Planning and Development Board considered this request at its August 11, 2020 regular meeting. The Planning and Development Board did not request additional information or that the item be tabled and recommended approval (6-0). The Planning and Development Board also requested that staff confirm the timing of fill on the lots and verbally report the timing to the Board of County Commissioners.

Public notice has been provided for this application according to Land Development Code (LDC) Section 2.07.00.

This agenda item is:

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

OPTIONS FOR THE BOARD:

1. Option 1 – Approval (as submitted): The Board of County Commissioners approves Application #3210, the Preliminary Plat for the Gardens PUD, finding that the proposed Preliminary Plat and construction plans are consistent with the Flagler County

November 16, 2020
Regular Meeting

(Item 9h – continued)

Comprehensive Plan, the Flagler County Land Development Code, the Hammock Beach River Club PUD Development Agreement, and the PUD Site Development Plan, subject to:

- a. resolution of outstanding staff technical comments;
- b. acknowledgement – through a general note on the final plat – that tracts reserved for future development are intended for development which has been already approved, but has not yet been platted (i.e., reserved future development tracts do not vest additional development rights beyond the golf course, dwelling units, or commercial square footage as provided in the PUD Development Agreement);
- c. no construction to commence prior to issuance of a County land development permit;
- d. no final plat approval to occur until extension of potable water and sanitary sewer is installed and approved by the City of Flagler Beach as the utility provider, with a general note added to the final plat that no wells (whether for potable or non-potable purposes) will be permitted; and
- e. any subdivision improvements not completed by the developer to be bonded or other surety provided consistent with the requirements of the Land Development Code, but subject to the PUD Development Agreement's requirement at Section 8.1 that all needed infrastructure is provided concurrent with each phase.

2. Option 2 – Approval (subject to conditions): The Board of County Commissioners approves Application #3210, the Preliminary Plat for the Gardens PUD, finding that the proposed Preliminary Plat and construction plans are consistent with the Flagler County Comprehensive Plan, the Flagler County Land Development Code, the Hammock Beach River Club PUD Development Agreement, and the PUD Site Development Plan, subject to:

- a. resolution of outstanding staff technical comments;
- b. acknowledgement – through a general note on the final plat – that tracts reserved for future development are intended for development which has been already approved, but has not yet been platted (i.e., reserved future development tracts do not vest additional development rights beyond the golf course, dwelling units, or commercial square footage as provided in the PUD Development Agreement);
- c. no construction to commence prior to issuance of a County land development permit;
- d. no final plat approval to occur until extension of potable water and sanitary sewer is installed and approved by the City of Flagler Beach as the utility provider, with a general note added to the final plat that no wells (whether for potable or non-potable purposes) will be permitted;
- e. any subdivision improvements not completed by the developer to be bonded or other surety provided consistent with the requirements of the Land Development Code, but subject to the PUD Development Agreement's requirement at Section 8.1 that all needed infrastructure is provided concurrent with each phase; and
- f. other conditions as added by the Board as part of its decision following the public hearing.

3. Option 3 – Denial: The Board of County Commissioners denies Application #3210, the Preliminary Plat for the Gardens PUD, finding that the proposed Preliminary Plat and construction plans are not consistent with any or all of the Flagler County Comprehensive

(Item 9h -- continued)

Plan, the Flagler County Land Development Code, the Hammock Beach River Club PUD Development Agreement, and the PUD Site Development Plan

4. Option 4 – Table: The Board of County Commissioners tables the request to modify the PUD Site Development Plan on the basis that additional information is needed from staff or the applicant. Based on the presentation and the public hearing, the Board does not have sufficient information to be able to render a decision (and recommendation) on the PUD Site Development Plan modification request. Tabling the request to a time and date certain will preserve public notice and provide an opportunity for staff or the applicant to provide additional information.

ATTACHMENTS:

Links to attachments posted on:
September 21, 2020 Regular BOCC Agenda Item 9c

1. Technical Staff Report (Page 444)
2. Application and supporting documents (Page 452)
3. TRC comments (Page 688)
4. Public notice (Page 732)
5. Proposed Preliminary Plats (Page 736)
6. Construction Plans (Page 762 - provided in pdf format online)
7. Public comments (available online)
<ftp://ftp.flaglercounty.org/>
User Name: planning
Password: flagler1769

Adam Mengel, Growth Management Director, stated Item 9h was asking for approval of six separate plats in six phases consistent with the PUD site development plan that was part of the previous agenda item. Stated there were four options available for the BCC's consideration and further reviewed the above staff report.

A motion was made by Commissioner Hansen to approve Item 9h, Option 1, as presented. Seconded by Commissioner O'Brien.

Chair Sullivan requested public comment.

Drew Smith, City of Flagler Beach Attorney, restated and incorporated the comments he made in Item 9g into Item 9h.

John Tanner, attorney representing the Preserve and involved citizens, emphasized this would be a disaster for John Anderson Highway if something was not done to protect it. Stressed the BCC should make the developer aware it was a condition to stay within the PUD which required the over or under off-grade crossing. Asked the BCC to table the first motion and add the condition now that it be constructed with an outlet on SR 100 as provided in the PUD and with the right-of-way agreement that was approved.

November 16, 2020
Regular Meeting

(Item 9h – continued)

James Fiske, Palm Coast, asked the BCC to consider what was at stake and quoted from the 4/17/2019 TRC meeting comments concerning hazardous materials and stated a question was asked if there was any record of the site being addressed or closed and if no record existed staff recommended that remediation be addressed as part of the amendment. Stated to his knowledge it had not been addressed and they were now demanding remediation be addressed as part of the amendment as lives depended on it. Pointed out the County was aware of it and its location, stating there was a likelihood that arsenic from the cattle vat leaked into the wetlands since 1940. Stated before construction soil testing should be required with grid testing the soil removed from any areas affected as part of the plan with the EPA.

Chair Sullivan called the question. Motion carried 4 to 1 with Commissioner Ericksen dissenting.

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMENTS

None

ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

None

ITEM 10C – COMMUNITY OUTREACH

None

ITEM 10D – COMMISSION REPORTS AND COMMENTS

Commissioner Hansen stated he spent twelve hours on Saturday interviewing candidates for the U. S. Naval Academy for Senator Scott and there were great applicants from Flagler County.

Commissioner Mullins noted there was a great day of prayer with Prayer Unites.

Commissioner O'Brien and the entire BCC wished Commissioner Ericksen a great retirement.

ADJOURNMENT

The meeting was adjourned by consensus at 11:13 p.m.

Chiumento Law, PLLC
Michael D. Chiumento
Michael D. Chiumento III
William J. Bosch
Vincent L. Sullivan
Diane A. Vidal
Cynthia Lane

Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com



145 City Place, Suite 301
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Tel. (386) 445-8900
Fax: (386) 445-6702

5048 N. Ocean Shore Blvd.
Palm Coast, FL 32137

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

December 3, 2021

Flagler County Board of County Commissioners
1769 E. Moody Blvd. #2
Bunnell, FL 32110

RE: Palm Coast Intracoastal, LLC – Veranda Bay Phase 2-A

Dear Sir/Madam:

I have examined the title with respect to the property described in Exhibit A attached hereto and made part hereof. Based upon my examination of the title search, it is my legal opinion that as of **November 29, 2021**, that fee simple title to the property is vested in **PALM COAST INTRACOASTAL, LLC, a Florida limited liability company**, subject to the following matters:

1. Purchase Money Mortgage and Security Agreement by and between Palm Coast Intracoastal, LLC, a Florida limited liability company, Mortgagor, Hammock Beach River Club, LLC, a Georgia limited liability company, Mortgagee, in the principal amount of \$10,000,000.00, dated May 24, 2018, and recorded May 25, 2018, in Official Records Book 2281, Page 1650, and as modified in O.R. Book 2454, Page 1762 and in O.R. Book 2580, Page 359, of the Public Records of Flagler County, Florida.
2. Assignment of Development Rights by and between Palm Coast Intracoastal, LLC, a Florida limited liability company, Hammock Beach River Club, LLC, a Georgia limited liability company, recorded May 25, 2018, in Official Records Book 2281, Page 1660, of the Public Records of Flagler County, Florida.
3. Notice Regarding Intracoastal Waterway Right of Way Recorded April 16, 1998 in Official Records Book 611, Page 1739, Public Records of Flagler County, Florida.
4. Ordinance No. 2005-22 recorded May 3, 2006 in Official Records Book 1429, Page 19, Public Records of Flagler County, Florida.
5. Settlement Agreement between City of Flagler Beach, a municipal corporation of the State of Florida; Flagler County, a political subdivision of the State of Florida; The Gardens at Hammock Beach Property Owners' Association, Inc., a Florida not for profit corporation; and

- the City of Palm Coast, a municipal corporation of the State of Florida recorded April 11, 2007 in Official Records Book 1560, Page 471, Public Records of Flagler County, Florida.
6. Interlocal Agreement Water and Wastewater Service Area John Anderson Corridor recorded May 19, 2016 in Official Records Book 2129, Page 1549, Public Records of Flagler County, Florida.
 7. Notice of Establishment of The Gardens at Hammock Beach Community Development District recorded November 21, 2006 in Official Records Book 1508, Page 754, Public Records of Flagler County, Florida.
 8. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 765, Public Records of Flagler County, Florida.
 9. Conservation Easement to St. Johns River Water Management District (SJRWMD), a public body existing under Chapter 373, Florida Statutes recorded April 13, 2007 in Official Records Book 1561, Page 775 and Amendment recorded in Official Records Book 1859, Page 1057, Public Records of Flagler County, Florida.
 10. Flagler County Planning and Development Board Order No. 2987 recorded August 20, 2015 in Official Records Book 2081, Page 1056, Public Records of Flagler County, Florida.
 11. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of BUNNELL DEVELOPMENT COMPANY'S LAND OF BUNNELL FLORIDA, recorded in Plat Book 1, Page 1, Public Records of Flagler County, Florida.
 12. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
 13. The inalienable rights of the public to use the navigable waters covering the lands described on Schedule A.
 14. Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the mean or ordinary high water line of any navigable or tidally influenced waters.
 15. Rights of upper and lower stream owners in and to the use of the waters of Florida Intracoastal Waterway and to the continued uninterrupted flow thereof.
 16. Rights of upper and lower stream owners in and to the use of the waters of Bulow Creek and to the continued uninterrupted flow thereof.

17. The nature, extent or existence of riparian rights is not insured.

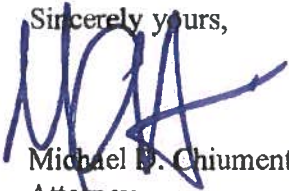
18. Public School Proportionate Share Mitigation Agreement recorded January 22, 2021 in O.R. Book 2518, Page 920, Public Records of Flagler County, Florida.

For 2021 Tax Year Parcel/ID # 13-12-31-0000-01010-0000, gross tax amount is \$147,136.10, exemption type is no exemptions, and payment status is due.

For 2021 Tax Year Parcel/ID # 11-12-31-0650-000D0-0011, gross tax amount is \$6,156.74, exemption type is no exemptions, and payment status is due.

For 2021 Tax Year Parcel/ID # 12-12-31-0000-04020-0020, gross tax amount is \$119.54, exemption type is no exemptions, and payment status is due.

Sincerely yours,



Michael P. Chiumento III
Attorney
MDC/kd

EXHIBIT "A"

VERANDA BAY- PHASE 2-A

A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH $18^{\circ}10'14''$ EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 2131.23 FEET; TO THE POINT OF BEGINNING; THENCE NORTH $71^{\circ}49'46''$ EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 225.00 FEET; THENCE SOUTH $18^{\circ}10'14''$ EAST, A DISTANCE OF 87.31 FEET; THENCE NORTH $72^{\circ}11'12''$ EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $10^{\circ}55'26''$; HENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.77 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH $23^{\circ}37'58''$ EAST AND A CHORD DISTANCE OF 4.76 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF $14^{\circ}32'52''$; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 125.68 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH $78^{\circ}18'07''$ EAST AND A CHORD DISTANCE OF 125.35 FEET TO A POINT ON SAID CURVE; THENCE NORTH $18^{\circ}10'14''$ WEST, A DISTANCE OF 106.49 FEET; THENCE NORTH $71^{\circ}49'46''$ EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH $18^{\circ}10'14''$ EAST, A DISTANCE OF 50.30 FEET; THENCE SOUTH $02^{\circ}02'07''$ WEST, A DISTANCE OF 77.22 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF $16^{\circ}23'29''$; THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 141.61 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH $79^{\circ}46'17''$ EAST AND A CHORD DISTANCE OF 141.13 FEET TO A POINT ON SAID CURVE AND ALSO ON A CURVE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}55'36''$; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.20 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH $22^{\circ}34'24''$ EAST AND A CHORD DISTANCE OF 5.19 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $73^{\circ}28'41''$ EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $11^{\circ}32'13''$; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF SOUTH $10^{\circ}50'29''$ WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE SOUTH $73^{\circ}23'24''$ EAST, A DISTANCE OF 139.49 FEET; THENCE NORTH $16^{\circ}36'36''$ EAST, A DISTANCE OF 18.72 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 365.00 FEET AND A CENTRAL ANGLE OF $34^{\circ}46'50''$; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 221.57 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH $00^{\circ}46'49''$ WEST AND A CHORD DISTANCE OF 218.18 FEET TO THE

POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 24.44 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 935.73 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 384.95 FEET; THENCE SOUTH 88°27'34" WEST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88°27'34" EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 01°32'26" WEST, A DISTANCE OF 49.29 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 809.39 FEET THENCE NORTH 71°49'46" EAST, A DISTANCE OF 218.41 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 40.00 FEET; NORTH 71°49'46" EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 557.17 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 63°10'14" EAST AND A CHORD DISTANCE OF 7.07 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 AND A CENTRAL ANGLE OF 90°00'00"; THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°49'46" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 134.59 FEET; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 71°49'46" EAST, A DISTANCE OF 149.59 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'02"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.27 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 63°10'13" EAST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18°10'12" EAST A DISTANCE OF 3.02 FEET; THENCE NORTH 71°49'48" EAST, A DISTANCE OF 334.12 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA INTRACOASTAL WATERWAY; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: SOUTH 13°58'25" EAST, A DISTANCE OF 799.39 FEET; THENCE SOUTH 21°17'55" EAST, A DISTANCE OF 1265.37 FEET; THENCE SOUTH 03°54'39" WEST, A DISTANCE OF 90.51 FEET; THENCE SOUTH 69°00'58" WEST, DEPARTING FROM SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 250.79 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 65.00 FEET AND A CENTRAL ANGLE OF 140°24'30"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.29 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 41°16'28" WEST AND A CHORD DISTANCE OF 122.32 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 85.08 FEET; THENCE NORTH 20°54'52" WEST, A DISTANCE OF

180.00 FEET; THENCE SOUTH 69°00'06" WEST, A DISTANCE OF 503.11 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 7.85 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 24°00'06" WEST AND A CHORD DISTANCE OF 7.07 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°59'54" EAST, A DISTANCE OF 822.65 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 74°57'14" EAST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 21°21'56" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°22'02"; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 39.43 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 24°11'07" WEST AND A CHORD DISTANCE OF 35.47 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 69°44'10" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°10'11"; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.87 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 26°34'59" WEST AND A CHORD DISTANCE OF 4.87 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 69°22'08" WEST, A DISTANCE OF 129.58 FEET; THENCE SOUTH 20°51'44" EAST, A DISTANCE OF 115.00 FEET; THENCE SOUTH 69°22'08" WEST, A DISTANCE OF 232.49 FEET; THENCE SOUTH 24°30'13" EAST, A DISTANCE OF 127.26 FEET; THENCE SOUTH 10°41'45" WEST, A DISTANCE OF 133.22 FEET; THENCE SOUTH 40°42'12" WEST, A DISTANCE OF 202.16 FEET; THENCE NORTH 32°58'38" WEST, A DISTANCE OF 357.54; THENCE NORTH 12°24'49" WEST, A DISTANCE OF 43.38 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 68.04 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 152.62 FEET; THENCE NORTH 16°36'36" EAST, A DISTANCE OF 82.23 FEET; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 22°22'42" WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11°32'13"; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 AND SUBTENDED BY A CHORD BEARING OF NORTH 10°50'29" EAST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 73°23'24" WEST, A DISTANCE OF 139.49 FEET; THENCE SOUTH 16°36'36" WEST, A DISTANCE OF 62.75 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 190.07 FEET; THENCE NORTH 18°10'14" WEST, A DISTANCE OF 150.73 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 355.00 FEET AND A

CENTRAL ANGLE OF 04°50'36"; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 30.01 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 74°15'04" WEST AND A CHORD DISTANCE OF 30.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 94.52 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF SOUTH 11°32'08" EAST; THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 12°24'05" EAST AND A CHORD DISTANCE OF 5.02 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 50.00 FEET ; THENCE SOUTH 18°10'14" EAST, A DISTANCE OF 67.00 FEET; THENCE SOUTH 71°49'46" WEST, A DISTANCE OF 225.00 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18°10'14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 304.31 FEET; TO THE POINT OF BEGINNING.

CONTAINING 97.66 ACRES, MORE OR LESS.

SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2021 Paid Real Estate

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2021	1312310000010100000	79385	004	

PALM COAST INTRACOASTAL LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226

FLAGLER BEACH 32136

ALL TRACTS, LOTS, LANDS ACCORDING TO
GARDENS AT HAMMOCK BEACH MB 35 PG
80 LESS AND EXCEPT TRACT 'FD2'
PORTION OF 'FD2', 81.32 AC IN OR 1636 PG
1694, T
See Additional Legal on Tax Roll

Flagler County Suzanne Johnston
 Paid By: Palm Coast Intracoastal, LL
 03/04/2022 \$147,136.10
 Receipt # INT-21-00093908

AD VALOREM TAXES						
TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	9,902,753	8.0297	0	9,902,753	79,516.14
ESL	386-313-4008	9,902,753	0.1250	0	9,902,753	1,237.84
2015 G O BONDS	386-313-4008	9,902,753	0.2050	0	9,902,753	2,030.07
2009/2016 ESL BONDS	386-313-4008	9,902,753	0.1250	0	9,902,753	1,237.84
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	9,902,753	3.6170	0	9,902,753	35,818.26
DISCRETIONARY	386-437-7526	9,902,753	0.7480	0	9,902,753	7,407.26
CAP. OUTLAY	386-437-7526	9,902,753	1.5000	0	9,902,753	14,854.13
MOSQUITO CONTROL	386-437-0002	9,902,753	0.2575	0	9,902,753	2,549.96
ST. JOHNS RIVER WATER MGMT	386-329-4500	9,902,753	0.2189	0	9,902,753	2,167.71
FIND	561-627-3386	9,902,753	0.0320	0	9,902,753	316.89
TOTAL MILLAGE			14.8581	TOTAL AD VALOREM TAXES		\$147,136.10

NON-AD VALOREM ASSESSMENTS			
LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
			TOTAL NON-AD VALOREM TAXES
			\$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS		\$147,136.10	
If Paid By	Mar 31, 2022		
Please Pay	147,136.10		

RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2021 Paid Real Estate

ACCOUNT NUMBER	ALT KEY
1312310000010100000	79385
PROPERTY ADDRESS	
FLAGLER BEACH 32136	

PALM COAST INTRACOASTAL LLC
3129 SPRINGBANK LANE
CHARLOTTE, NC 28226

Make checks payable to:
Suzanne Johnston
Flagler County Tax Collector
PO Box 846 Bunnell, FL 32110
386-313-4160

Pay online at www.Flaglertax.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
If Paid By Mar 31, 2022	<input type="checkbox"/> 147,136.10
If Paid By	<input type="checkbox"/>
If Paid By	<input type="checkbox"/>
If Paid By	<input type="checkbox"/>
If Paid By	<input type="checkbox"/>

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE



Bradshaw-Niles & Associates, Inc.

Surveying & Mapping Consultants

May 23, 2022

Adam Mengel
Growth Management Director
Flagler County
1769 E. Moody Boulevard, Suite 105
Bunnell, Florida 32110

RE: Veranda Bay Phase 2A

To Whom it may concern,

With regards to Florida Statutes 177.011-177.151 "Platting," our comments are as follows:

All comments have been addressed

F.Y.I:

1. P.R.M.'s, P.C.P.'s and lot corners need to be set before the plat is recorded.

Respectfully Submitted,



Albert Dale Bradshaw, PSM 5257

**RLI Insurance Company
Site Improvement
Performance Bond**

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Palm Coast Intracoastal, LLC, a Florida limited liability company, as Principal, and RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois and licensed to do business in the State of Illinois as Surety, are held and firmly bound unto Flagler County, a political subdivision of the State of Florida, as Obligee, in the sum of _____ (\$ _____) Dollars, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

WHEREAS, the Principal, has entered into an agreement with the Obligee, guaranteeing only that Principal will complete site improvements as per the estimate prepared by Parker Mynchenberg & Associates, Inc. attached to and made a part hereof at certain land known as Veranda Bay – Phase 1A and Phase 2A, all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

NOW THEREFORE, the condition of this obligation is such, that if the above Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all such work as set forth in the attached agreement, then this obligation shall be null and void, otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated herein for any reason whatsoever.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 2022.

PRINCIPAL
Palm Coast Intracoastal, LLC
A Florida limited liability company

SURETY
RLI Insurance Company

BY: _____
William G. Allen, Its Manager

BY: _____
Attorney-in-Fact

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
Holly Hill, Florida 32117
(386) 677-6891
FAX (386) 677-2114
E-Mail: info@parkermynchenberg.com

Mr. Adam Mengel, AICP, LEED AP BD+C
Planning Director
Flagler County
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

April 28, 2022

**Re: VERANDA BAY – PHASE 1A and PHASE 2A
Engineer's Certification of Cost**

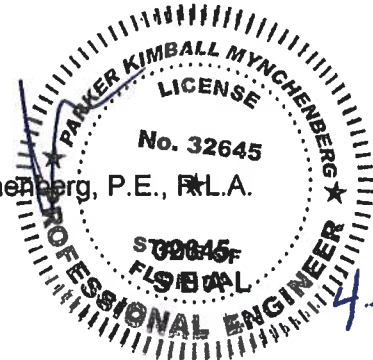
Dear Adam:

By copy of this letter, I hereby certify based on the attached that the construction cost for site improvements on the above referenced project is \$9,359,279.47.

Should you have any questions or need additional information, please do not hesitate to contact me at 386-677-6891.

Yours truly,

Parker Mynchenberg, P.E., F.L.A.



PM/af

Enclosure

cc: Mr. Ken Belshe
Ms. Danielle Ferguson

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>PHASE 1A</u>					
1.	Miscellaneous				
a.	General Conditions	1	LS	\$123,444.75	\$ 123,444.75
b.	Mobilization (Max. 5% of Bid)	1	LS	\$159,393.44	\$ 159,393.44
c.	Survey Layout & As-Builts	1	LS	\$186,780.81	\$ 186,780.81
d.	Temporary Dewatering	1	LS	\$46,318.00	\$ 46,318.00
e.	Testing and Finalization	1	LS	\$62,487.80	\$ 62,487.80
f.	Demolition/Disposal	1	LS	\$97,751.21	\$ 97,751.21
2.	Erosion Control				
a.	Silt Fence	14,423	LF	\$0.88	\$ 12,692.24
b.	Silt Fence Maintenance / Repairs	1	LS	\$10,444.58	\$ 10,444.58
c.	SWPPP - During Sitework	1	LS	\$5,400.00	\$ 5,400.00
d.	SWPPP - After Sitework	1	LS	By Others	
e.	NOI	1	LS	\$560.50	\$ 560.50
f.	Construction Entrance	1	EA	\$4,467.06	\$ 4,467.06
g.	Misc. Sleeving	1	LS	None	None
h.	(3) 8" Sleeve at Entrance	100	LF	\$70.40	\$ 7,040.00
3.	Additional Clearing & Grubbing (Site is Partially Cleared)	46	AC	\$3,905.00	\$ 179,630.00
4.	Earthwork				
a.	Strip, Balance, Rough Grade	46	AC	\$2,496.56	\$ 114,841.76
b.	Excavate/Construct Pond				
1.	Pond 1A-4	50,497	CY	\$2.46	\$ 124,222.62
2.	Pond 1A-6	43,625	CY	\$2.35	\$ 102,518.75
3.	Pond 1A-8	51	CY	\$213.03	\$ 10,864.53
4.	Pond 1A-10	145	CY	\$33.30	\$ 4,828.50
5.	Pond Portion of 1C-3	3,542	CY	\$4.47	\$ 15,832.74
c.	Place and Compact Fill (onsite fill)	138,244	CY	\$0.93	\$ 128,566.92
d.	Fine Grade to +/-0.10'	526,426	SF	\$0.32	\$ 168,456.32
5.	Paving, Base and Subbase				
a.	100-Ft. Right-of-Way				
1.	1 1/2" Type SP-9.5 Asphalt	4,464	SY	\$8.02	\$ 35,801.28
2.	8" Limerock Base LBR-100	4,464	SY	\$19.24	\$ 85,887.36
3.	12" Stabilized Subbase LBR-40	5,178	SY	\$2.40	\$ 12,427.20
b.	50-Ft. Right-of-Way				
1.	1 1/2" Type SP-9.5 Asphalt	11,875	SY	\$8.02	\$ 95,237.50
2.	8" Limerock Base LBR-100	11,875	SY	\$19.24	\$ 228,475.00
3.	12" Stabilized Subbase LBR-40	14,333	SY	\$2.40	\$ 34,399.20

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
6.	Concrete & Curbs				
a.	Type D Curb	518	LF	\$14.05	\$ 7,277.90
b.	Type F Curb	3,084	LF	\$14.00	\$ 43,176.00
c.	Miami Curb	6,665	LF	\$14.04	\$ 93,576.60
d.	3-ft. Valley Gutter	None	LF	None	
e.	5-ft. Concrete Sidewalks	25,136	SF	\$3.55	\$ 89,232.80
f.	Sodded Weirs	2	EA	\$2,149.59	\$ 4,299.18
g.	Detectable Warning Mats	25	EA	\$597.67	\$ 14,941.75
7.	Striping and Signage				
a.	Striping	1	LS	\$17,076.40	\$ 17,076.40
b.	Signage	1	LS	\$27,995.00	\$ 27,995.00
8.	Sanitary Sewer System				
a.	8" PVC SDR-26				
1.	0' - 6' Deep	None	LF	None	
2.	6' - 8' Deep	112	LF	\$51.70	\$ 5,790.40
3.	8' - 10' Deep	292	LF	\$62.70	\$ 18,308.40
4.	10' - 12' Deep	52	LF	\$80.30	\$ 4,175.60
b.	10" PVC SDR-26				
1.	0' - 6' Deep	361	LF	\$59.40	\$ 21,443.40
2.	6' - 8' Deep	597	LF	\$63.80	\$ 38,088.60
3.	8' - 10' Deep	588	LF	\$72.60	\$ 42,688.80
4.	10' - 12' Deep	914	LF	\$92.40	\$ 84,453.60
5.	12' - 14' Deep	2,207	LF	\$119.90	\$ 264,619.30
6.	14' - 16' Deep	289	LF	\$152.90	\$ 44,188.10
c.	Precast Manholes				
1.	0' - 6' Deep	2	EA	\$7,326.00	\$ 14,652.00
2.	6' - 8' Deep	3	EA	\$7,348.00	\$ 22,044.00
3.	8' - 10' Deep	2	EA	\$8,393.00	\$ 16,786.00
4.	10' - 12' Deep	10	EA	\$11,154.00	\$ 111,540.00
d.	Sanitary Sewer Laterals	72	EA	\$1,496.00	\$ 107,712.00
e.	Sanitary Lift Station Complete Including Electrical	1	LS	\$436,370.00	\$ 436,370.00
f.	6" Sanitary Force Main DR-18 (Includes Fittings)	1,840	LF	\$41.14	\$ 75,697.60
g.	6" Force Main Valves	2	EA	\$2,805.00	\$ 5,610.00
9.	Storm Drainage System				\$ -
a.	RCP Mains				
1.	12" x 18"	91	LF	\$77.00	\$ 7,007.00
2.	15"	2,110	LF	\$63.58	\$ 134,153.80
3.	18"	748	LF	\$79.20	\$ 59,241.60
4.	24"	736	LF	\$109.78	\$ 80,798.08

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5.	30"	335	LF	\$154.22	\$ 51,663.70
b.	Inlets				
1.	Type "C"	29	EA	\$3,784.00	\$ 109,736.00
2.	Type "E"	2	EA	\$4,565.00	\$ 9,130.00
3.	Control Structure	4	EA	\$5,588.00	\$ 22,352.00
c.	Mitered End Sections				\$ -
1.	15"	10	EA	\$1,859.00	\$ 18,590.00
2.	18"	3	EA	\$2,145.00	\$ 6,435.00
3.	24"	4	EA	\$2,695.00	\$ 10,780.00
4.	30"	1	EA	\$3,850.00	\$ 3,850.00
10.	Water Distribution System				
a.	PVC Pipe DR-18 (Includes Fittings)				
1.	6"	350	LF	\$42.68	\$ 14,938.00
2.	8"	2,550	LF	\$53.90	\$ 137,445.00
3.	10"	2,360	LF	\$69.96	\$ 165,105.60
b.	Gate Valve Assemblies				
1.	6"	None	EA	None	
2.	8"	11	EA	\$2,706.00	\$ 29,766.00
3.	10"	6	EA	\$3,916.00	\$ 23,496.00
c.	Fire Hydrant Assemblies with Valve	9	EA	\$6,325.00	\$ 56,925.00
d.	Water Service Assembly	114	EA	\$1,342.00	\$ 152,988.00
e.	Connection to Existing 6" WM (Palm Drive)	1	EA	\$11,275.00	\$ 11,275.00
f.	6" HDPE DR 11	160	LF	\$107.80	\$ 17,248.00
g.	Paint Hydrants	1	LS	\$3,960.00	\$ 3,960.00
11.	Reclaimed / Irrigation Distribution System				
a.	8" C-900 Purple PVC Pipe DR-18 (Includes Fittings)	6,230	LF	\$53.46	\$ 333,055.80
b.	8" Reuse Gate Valve Assemblies	15	EA	\$2,706.00	\$ 40,590.00
c.	10 H.P. Variable Speed Irrigation Pump Station (300 GPM) (Includes Electrical)	1	LS	\$121,000.00	\$ 121,000.00
d.	2" Reuse Blow Off	5	EA	\$2,574.00	\$ 12,870.00
e.	8" Stub Out	1	EA	\$1,980.00	\$ 1,980.00
12.	Restoration				
a.	Sod Pond Banks	55,866	SY	\$2.97	\$ 165,922.02
b.	Seed and Mulch Site	64,341	SY	\$0.50	\$ 32,170.50
	Install Landscape Contractor Under Roadway Pavement				
13.	Sleeves (Entrance Signs, Landscape/Irrigation by Others)	1	LS	None	
14.	Install FPL Supplied Conduit and Hand Holes	1	LS	None	
PHASE 1A SUBTOTAL:					\$ 5,504,985.60

March 15, 2022
Rev. April 8, 2022
Rev. April 11, 2022
Rev. April 13, 2022

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
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VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>PHASE 2A</u>					
1.	Miscellaneous				
a.	General Conditions	1	LS	\$3,960.00	\$ 3,960.00
b.	Mobilization (Max. 5% of Bid)	1	LS	\$146,315.95	\$ 146,315.95
c.	Survey Layout & As-Builts	1	LS	\$82,725.64	\$ 82,725.64
d.	Temporary Dewatering	1	LS	\$31,468.00	\$ 31,468.00
e.	Testing and Finalization	1	LS	\$44,421.90	\$ 44,421.90
f.	Demolition/Disposal	1	LS	\$41,528.10	\$ 41,528.10
2.	Erosion Control				
a.	Silt Fence	7,091	LF	\$0.88	\$ 6,240.08
b.	Silt Fence Maintenance / Repairs	1	LS	\$5,222.30	\$ 5,222.30
c.	SWPPP - During Sitework	1	LS	\$1,800.00	\$ 1,800.00
d.	SWPPP - After Sitework	1	LS	By Others	
e.	NOI	1	LS	\$100.00	\$ 100.00
f.	Construction Entrance	1	EA	\$4,467.06	\$ 4,467.06
g.	Misc. Sleeving	1	LS	None	
h.	(3) 8" Sleeve at Entrance	None	LF	None	
3.	Additional Clearing & Grubbing (Site is Partially Cleared)	28	AC	\$3,905.00	\$ 109,340.00
4.	Earthwork				
a.	Strip, Balance, Rough Grade	28	AC	\$460.77	\$ 12,901.56
b.	Excavate/Construct Pond				
1.	Pond 2A-2	28,188	CY	\$2.70	\$ 76,107.60
2.	Pond 2A-5	126	CY	\$74.07	\$ 9,332.82
3.	Compensatory Storage A	34,700	CY	\$2.50	\$ 86,750.00
4.	Compensatory Storage B	7,024	CY	\$3.07	\$ 21,563.68
c.	Place and Compact Fill (onsite fill)	133,071	CY	\$0.49	\$ 65,204.79
d.	Fine Grade to +/-0.10'	497,764	SF	\$0.24	\$ 119,463.36
5.	Paving, Base and Subbase (50-Ft. Right-of-Way)				
a.	1-1/2" Type SP-9.5 Asphalt	8,105	SY	\$8.75	\$ 70,918.75
b.	6" Limerock Base LBR-100	8,105	SY	\$15.58	\$ 126,275.90
c.	6" Stabilized Subbase LBR-40	9,695	SY	\$2.40	\$ 23,268.00
d.	Wheel Stop	None	EA	None	
6.	Concrete & Curbs				
a.	Type D Curb	473	LF	\$14.05	\$ 6,645.65
b.	Type F Curb	None	LF	None	
c.	Miami Curb	4,769	LF	\$14.04	\$ 66,956.76
d.	3-ft. Valley Gutter		LF	None	
e.	5-ft. Concrete Sidewalks	5,211	SF	\$3.55	\$ 18,499.05

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
f.	Sodded Weirs	None	EA	None	
g.	Concrete Pavement	450	SF	\$4.83	\$ 2,173.50
h.	Detectable Warning Mats	4	EA	\$597.67	\$ 2,390.68
7.	Striping and Signage				
a.	Striping	1	LS	\$20,196.00	\$ 20,196.00
b.	Signage	1	LS	\$19,002.50	\$ 19,002.50
8.	Sanitary Sewer System				
a.	10" PVC SDR-26 (Includes Fittings)				
1.	0' - 6' Deep	524	LF	\$59.40	\$ 31,125.60
2.	6' - 8' Deep	914	LF	\$63.80	\$ 58,313.20
3.	8' - 10' Deep	640	LF	\$70.40	\$ 45,056.00
4.	10' - 12' Deep	410	LF	\$85.80	\$ 35,178.00
b.	Precast Manholes				\$ -
1.	0' - 6' Deep	3	EA	\$7,326.00	\$ 21,978.00
2.	6' - 8' Deep	4	EA	\$7,348.00	\$ 29,392.00
3.	8' - 10' Deep	1	EA	\$8,393.00	\$ 8,393.00
4.	10' - 12' Deep	1	EA	\$9,878.00	\$ 9,878.00
c.	Sanitary Sewer Laterals	66	EA	\$1,496.00	\$ 98,736.00
9.	Storm Drainage System				\$ -
a.	RCP Mains				
1.	12" x 18"	204	LF	\$77.00	\$ 15,708.00
2.	15"	1,145	LF	\$63.58	\$ 72,799.10
3.	18"	254	LF	\$79.20	\$ 20,116.80
4.	24"	None	LF	None	
5.	30"	None	LF	None	
b.	Inlets				
1.	Type "C"	19	EA	\$3,784.00	\$ 71,896.00
2.	Type "E"	None	EA	None	
3.	Control Structure	None	EA	None	
c.	Mitered End Sections				
1.	15"	9	EA	\$1,859.00	\$ 16,731.00
2.	18"	2	EA	\$2,145.00	\$ 4,290.00
3.	24"	None	EA	None	
4.	30"	None	EA	None	
10.	Water Distribution System				
a.	PVC Pipe DR-18 (Includes Fittings)				
1.	6"	130	LF	\$42.02	\$ 5,462.60
2.	8"	230	LF	\$53.68	\$ 12,346.40
3.	10"	2,160	LF	\$69.74	\$ 150,638.40

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
b.	Gate Valve Assemblies				
1.	6"	None	EA	None	
2.	8"	1	EA	\$2,706.00	\$ 2,706.00
3.	10"	4	EA	\$3,916.00	\$ 15,664.00
c.	Fire Hydrant Assemblies with Valves	6	EA	\$6,325.00	\$ 37,950.00
d.	Water Service Assembly	132	EA	\$1,342.00	\$ 177,144.00
e.	Paint Hydrants	1	LS	\$2,640.00	\$ 2,640.00
11.	Reclaimed / Irrigation Distribution System				
a.	8" C-900 Purple PVC Pipe DR-18 (Includes Fittings)	2,650	LF	\$53.46	\$ 141,669.00
b.	8" Reuse Gate Valve Assemblies	4	EA	\$2,706.00	\$ 10,824.00
c.	2" Reuse Blow Off	2	EA	\$2,574.00	\$ 5,148.00
d.	8" Stub Out	1	EA	\$1,980.00	\$ 1,980.00
12.	Restoration				
a.	Sod Pond Banks	30,844	SY	\$2.97	\$ 91,606.68
b.	Seed and Mulch Site	60,837	SY	\$0.50	\$ 30,418.50
13.	Install Landscape Contractor Under Roadway Pavement Sleeves (Entrance Signs, Landscape/Irrigation by Others)	1	LS	By Others	
14.	Install FPL Supplied Conduit and Hand Holes	1	LS	By Others	
PHASE 2A SUBTOTAL:					\$ 2,451,027.91

CLUBHOUSE

1.	Miscellaneous				
a.	General Conditions	1	LS	\$2,640.00	\$ 2,640.00
b.	Mobilization (Max. 5% of Bid)	1	LS	\$16,195.00	\$ 16,195.00
c.	Survey Layout & As-Builts	1	LS	\$22,204.44	\$ 22,204.44
d.	Temporary Dewatering	1	LS	\$7,844.00	\$ 7,844.00
e.	Testing and Finalization	1	LS	\$8,830.94	\$ 8,830.94
f.	Demolition/Disposal	1	LS	None	
g.	20 ft. Wide Stabilized Emergency Access	1	LS	\$3,994.90	\$ 3,994.90
2.	Erosion Control				
a.	Silt Fence	2,357	LF	\$0.88	\$ 2,074.16
b.	Silt Fence Maintenance / Repairs	1	LS	\$3,403.39	\$ 3,403.39
c.	SWPPP - During Sitework	1	LS	\$1,500.00	\$ 1,500.00
d.	SWPPP - After Sitework	1	LS	By Others	
e.	NOI	1	LS	\$100.00	\$ 100.00
f.	Construction Entrance	1	EA	\$4,467.06	\$ 4,467.06
g.	Misc. Sleeving	1	LS		\$

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	h. (3) 8" Sleeve at Entrance	None	LF	None	
3.	Additional Clearing & Grubbing (site is partially cleared)	8	AC	\$3,905.00	\$ 31,240.00
4.	Earthwork				
	a. Strip, Balance, Rough Grade	8	AC	\$2,676.91	\$ 21,415.28
	b. Excavate/Construct Pond				
	1. Pond 2B-4	4,389	CY	\$3.54	\$ 15,537.06
	c. Place and Compact Fill (onsite fill), Fill Clubhouse Footprint (-) 6" Below F.F.	14,614	CY	\$1.05	\$ 15,344.70
	d. Fine Grade to +/-0.10'	335,956	SF	\$0.19	\$ 63,831.64
5.	Paving, Base and Subbase				
	a. 1 1/2" Type SP-9.5 Asphalt	5,586	SY	\$10.18	\$ 56,865.48
	b. 6" Limerock Base LBR-100	5,586	SY	\$16.45	\$ 91,889.70
	c. 6" Stabilized Subbase LBR-40	5,972	SY	\$3.17	\$ 18,931.24
	d. Wheel Stop	95	EA	\$74.25	\$ 7,053.75
6.	Concrete & Curbs				
	a. Type D Curb	489	LF	\$14.05	\$ 6,870.45
	b. Type F Curb	1,159	LF	\$15.55	\$ 18,022.45
	c. Miami Curb	None	LF	None	
	d. 3-ft. Valley Gutter	None	LF	None	
	e. 5-ft. Concrete Sidewalks	8,279	SF	\$3.55	\$ 29,390.45
	f. Concrete Pavement w/Dumpster Enclosure	1	LS	\$28,010.11	\$ 28,010.11
	g. Detectable Warning Mats	7	EA	\$597.67	\$ 4,183.69
7.	Striping and Signage				
	a. Striping	1	LS	\$4,043.60	\$ 4,043.60
	b. Signage	1	LS	\$2,585.00	\$ 2,585.00
8.	Sanitary Sewer System				
	a. 8" PVC SDR-26				
	1. 0' - 6' Deep	None	LF	None	
	2. 6' - 8' Deep	140	LF	\$51.70	\$ 7,238.00
	3. 8' - 10' Deep		LF		\$
	4. 10' - 12' Deep	None	LF	None	
	b. Precast Manholes				
	1. 0' - 6' Deep	None	EA	None	
	2. 6' - 8' Deep	1	EA	\$7,348.00	\$ 7,348.00
	3. 8' - 10' Deep	None	EA	None	
	4. 10' - 12' Deep	None	EA	None	
	c. Sanitary Sewer Laterals	1	EA	\$1,595.00	\$ 1,595.00
9.	Storm Drainage System				
	a. RCP Mains				

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1.	12" x 18"	None	LF	None	
2.	15"	123	LF	\$63.58	\$ 7,820.34
3.	18"	695	LF	\$79.20	\$ 55,044.00
4.	24"	None	LF	None	
5.	30"	None	LF	None	
b.	Inlets				
1.	Type "C"	10	EA	\$3,784.00	\$ 37,840.00
2.	Type "E"	None	EA	None	
3.	Control Structure	None	EA	None	
c.	Mitered End Sections				
1.	15"	None	EA	None	
2.	18"	2	EA	\$2,145.00	\$ 4,290.00
3.	24"	None	EA	None	
4.	30"	None	EA	None	
10.	Water Distribution System				
a.	PVC Pipe DR-18 (Includes Fittings)				
1.	6"	None	LF	None	
2.	8"	None	LF	None	
3.	10"	None	LF	None	
b.	Gate Valve Assemblies				
1.	6"	None	EA	None	
2.	8"	None	EA	None	
3.	10"	None	EA	None	
c.	Fire Hydrant Assemblies with Valves	None	EA	None	
d.	Water Service Assembly	2	EA	\$3,718.00	\$ 7,436.00
e.	2" Polytubing Water Service	200	LF	\$33.00	\$ 6,600.00
f.	Paint Hydrants	1	LS	None	
11.	Reclaimed / Irrigation Distribution System				
a.	8" C-900 Purple PVC Pipe DR-18 Directional Drill (Includes Fittings)	None	LF	None	
b.	8" Reuse Gate Valve Assemblies	None	EA	None	
c.	2" Reuse Blow Off	None	EA	None	
d.	8" Stub Out	None	EA	None	
12.	Restoration				
a.	Sod Pond Banks	8,600	SY	\$2.97	\$ 25,542.00
b.	Seed and Mulch Site	31,742	SY	\$0.50	\$ 15,871.00
13.	Install Landscape Contractor Under Roadway Pavement Sleeves (Entrance Signs, Landscape/Irrigation by Others	1	LS	By Others	

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>OFFSITE IMPROVEMENTS</u>					
1.	John Anderson Highway				
a.	Mobilization (Max. 5% of Bid)	1	LS	\$2,640.00	\$ 2,640.00
b.	Demolition	1	LS	\$7,350.10	\$ 7,350.10
c.	Maintenance of Traffic (MOT)	1	LS	\$24,272.00	\$ 24,272.00
d.	Clearing	2	AC	\$1,952.50	\$ 3,905.00
e.	1" Mill Existing Pavement	3,439	SY	\$3.25	\$ 11,176.75
f.	Silt Fence Erosion Control (SWPPP)	1	LS	\$2,640.00	\$ 2,640.00
g.	1" Type SP-9.5 Asphalt	7,389	SY	\$7.89	\$ 58,299.21
h.	2" Type SP-12.5 Asphalt	3,950	SY	\$12.62	\$ 49,849.00
i.	12" Limerock Base LBR-100	3,950	SY	\$29.50	\$ 116,525.00
j.	12" Stabilized Subbase LBR-40	3,950	SY	\$5.46	\$ 21,567.00
k.	8 Ft. Concrete Sidewalk	22,880	SF	\$3.55	\$ 81,224.00
l.	5 Ft. Concrete Sidewalk	31	SY	\$31.91	\$ 989.21
m.	Signage/Striping	1	LS	\$27,775.00	\$ 27,775.00
n.	12" Purple PVC Reuse Main DR-18 (includes Fittings)	1,485	LF	\$89.32	\$ 132,640.20
o.	12" Reuse Valve	2	EA	\$4,224.00	\$ 8,448.00
p.	6" PVC Force Main DR-18 (includes Fittings)	None	LF	None	
q.	6" Wye with Valve (Force Main)	1	EA	\$6,743.00	\$ 6,743.00
r.	12" Water Main DR-18 (includes Fittings and Transition Couplings)	None	LF	None	
s.	12" x 12" Tapping Sleeve with Valve (W.M.)	1	EA	\$17,996.00	\$ 17,996.00
t.	12" HDPE DR-11 Directional Drill	50	LF	\$448.80	\$ 22,440.00
u.	Sodding/Restoration	1	LS	\$65,625.17	\$ 65,625.17
v.	Earthwork	1	LS	\$59,642.25	\$ 59,642.25
w.	Survey Layout/As-Builts	1	LS	\$12,105.30	\$ 12,105.30
x.	Testing	1	LS	\$4,320.94	\$ 4,320.94
y.	6 FT Wide Open Cut and	None	EA	None	
OFFSITE SUBTOTAL:					\$ 738,173.13
(1A, 2A, CLUBHOUSE AND OFFSITE) GRAND TOTAL:					\$ 9,359,279.47

Notes & Qualifications:

- 1 It is anticipated that we will need to excavate in an additional pond in future phases to balance this site. Our pricing includes excav

VERANDA BAY
BID ITEM SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
	approximatley 48,375 cubic yards of bank material from Pond 2A-11.				
2	All well abandonment by others.				
3	We have assumed 2 feet of unsuitable removal in the areas indentified as wetland impact on the demolition sheets. In the event i unsuitables are found at a greater depth than 2 feet or located in areas not shown on the plans, an Adjustment to our pricing may necessary.				
4	All permits and permit fees by others.				
5	All meters and conection fees by others.				
6	We could not find a City Standard Detail for the Phase 1A sewer lift station RTU. Therefore, the sewer lift station includes an allowance only of \$20,000.00 for it.				
7	The 12-14' and 14-16' deep sanitary manholes are included in other bid items.				
8	Their were no details or specifications provided for the 10 HP variable speed irrigation pump station. Therefore, the \$120,000.00 cost is an allowance only. Only the Phase 1A irrigation pump station is included in our bid.				
9	Since there was not a bid item provided for the irrigation water service assemblies, these services are included in the potable water service assemblies bid item.				
10	Electric service for the sewer lift station and the irrigation pump station are figured to be no more than 100 feet to the transformer which is to be provided by others.				
11	The water meters are not included in our unit cost, and they are to be furnished and and installed by the utility provider.				
12	The offsite 12" reuse main is figured only to the limits of the road widening.				
13	Drainage piping will be tested by lamping only. If video inspection or other testing is required by the governing authority, it will be at an additional cost.				
14	Unit prices will be honored for thirty days from the date of this proposal. Market increases may apply thereafter.				
<hr/>					
TOTAL BASE BID AMOUNT - (In Words)					

Contractor's Name: _____

Contractor's Address: _____

Contractor's Signature: _____

Printed Name: _____



CERTIFICATE OF SCHOOL CONCURRENCY
Plant Services Department
 245 Education Way Bunnell, FL 32110, PH: (386)586-5192

DATE OF ISSUANCE: January 27, 2021

SCHOOL CONCURRENCY APPLICATION #: 20-002 Adj

Project Name:	Hammock Beach River Club- The Gardens			
Jurisdiction:	Flagler County			
Parcel IDs:	13-12-31-0000-01010-0000			
Project Location:	John Anderson Drive and S.R.100			
# of Residential Units:	SF	MF	MH	Total
	335	0	0	335
Property Owner(s):	Palm Coast Intracoastal, LLC			
Applicant/Agent Name:	Ken Belshe			

School Concurrency Analysis				
School Level	Elementary	Middle	High	Total Reserved
Affected Schools	Bunnell	Buddy Taylor	Flagler Palm Coast	82
Adjacent School	Rymfire	Buddy Taylor	Matanzas	
Students Generated	41	12	29	

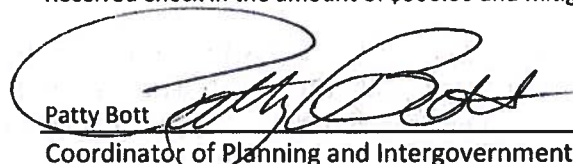
This certificate is required to be included with the building permit submittal(s) as proof of school concurrency.

HS Reservations Moved to Matanzas as FPC over Capacity

OWNER/AGENT PLEASE NOTE:

This School Concurrency Certificate shall reserve capacity for the above referenced project and shall confirm that said project meets the School Concurrency requirements of the adopted Interlocal Agreement for Public School Facility Planning.

Received check in the amount of \$500.00 and mitigation agreement filed with Flagler County.

Patty Bott 

Coordinator of Planning and Intergovernmental Relations
 Flagler County School District

1-27-2021
 Date

PREPARED BY:
Veranda Bay Master Association, Inc.
c/o May Management Services, Inc.
1 Hammock Beach Parkway, Suite 102
Palm Coast, FL 32137

RETURN TO:
City of Flagler Beach
P.O. Box 70
Flagler Beach, FL 32136

Property Appraisers Parcel
Identification Numbers:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this ____ day of _____, 2022 by **GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT**, a Chapter 190, Florida Statutes, unit of local special purpose government organized and existing under the laws of the State of Florida (hereinafter called the "Grantor"), whose address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, FL 32801 to **CITY OF FLAGLER BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (hereinafter called the "Grantee"), whose mailing address is P.O. Box 70, Flagler Beach, FL 32136.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Special Warranty Deed and the successors and assigns of each corporation or entity. The singular shall be deemed to include the plural and vice versa, where the context so permits.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situated in Flagler County, Florida, to-wit:

Parcel 2A-B, VERANDA BAY PHASE 2A, according to plat or map thereof, as recorded in Plat Book _____, Pages _____ through _____, Public Records of Flagler County, Florida (the "Property").

TOGETHER with all rights, privileges, easements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining to the Property.

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

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and hereby warrants the title to the Property and will defend the Property against the lawful claims of all persons claiming by, through or under said Grantor, but against none other.

SUBJECT TO taxes for the year of recording, covenants, restrictions, easements, reservations and limitations of record, if any.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

**GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by () physical presence or () online notarization this ___ day of _____, 2022 by _____, as _____ of **Gardens at Hammock Beach Community Development** on behalf of the District. He () is personally known to me or () has produced _____ as identification.

Notary Public, State of Florida
Name: _____

My Commission Expires _____
My Commission Number is: _____

PREPARED BY:
Palm Coast Intracoastal, LLC
P.O. Box 353460
Palm Coast, FL 32135-3460

RETURN TO:
Veranda Bay Master Association, Inc.
c/o May Management Services, Inc.
1 Hammock Beach Parkway, Suite 102
Palm Coast, FL 32137

Property Appraisers Parcel
Identification Numbers:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and entered into as of this ____ day of _____, 2022 by **PALM COAST INTRACOASTAL, LLC**, a Florida limited liability company (hereinafter called the “Grantor”), whose mailing address is P.O. Box 353460, Palm Coast, FL 32135-3460 to **VERANDA BAY MASTER ASSOCIATION, INC.**, a Florida Corporation Not for Profit (hereinafter called the “Grantee”), whose mailing address is c/o May Management Services, Inc, 1 Hammock Beach Parkway, Suite 102, Palm Coast, FL 32137.

Wherever used herein, the terms “Grantor” and “Grantee” shall be deemed to include the parties to this Special Warranty Deed and the successors and assigns of each corporation or entity. The singular shall be deemed to include the plural and vice versa, where the context so permits.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all of that certain land situated in Flagler County, Florida, to-wit:

Parcels 2A-4, 2A-5, 2A-10, 2A-20, 2A-21 and 2A-22, VERANDA BAY PHASE 2A, according to plat or map thereof, as recorded in Plat Book _____, Pages _____ through _____, Public Records of Flagler County, Florida (the “Property”).

TOGETHER with all rights, privileges, easements, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining to the Property.

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

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and hereby warrants the title to the Property and will defend the Property against the lawful claims of all persons claiming by, through or under said Grantor, but against none other.

SUBJECT TO taxes for the year of recording, covenants, restrictions, easements, reservations and limitations of record, if any.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

**PALM COAST INTRACOASTAL, LLC, a
Florida limited liability company**

Print Name: _____

By: _____
Name: William G. Allen
Title: Manager

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by () physical presence or () online notarization this ____ day of _____, 2022 by William G. Allen, the Manager of **Palm Coast Intracoastal, LLC, a Florida limited liability company**, on behalf of the company. He () is personally known to me or () has produced _____ as identification.

Notary Public, State of _____
Name: _____

My Commission Expires _____
My Commission Number is: _____

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

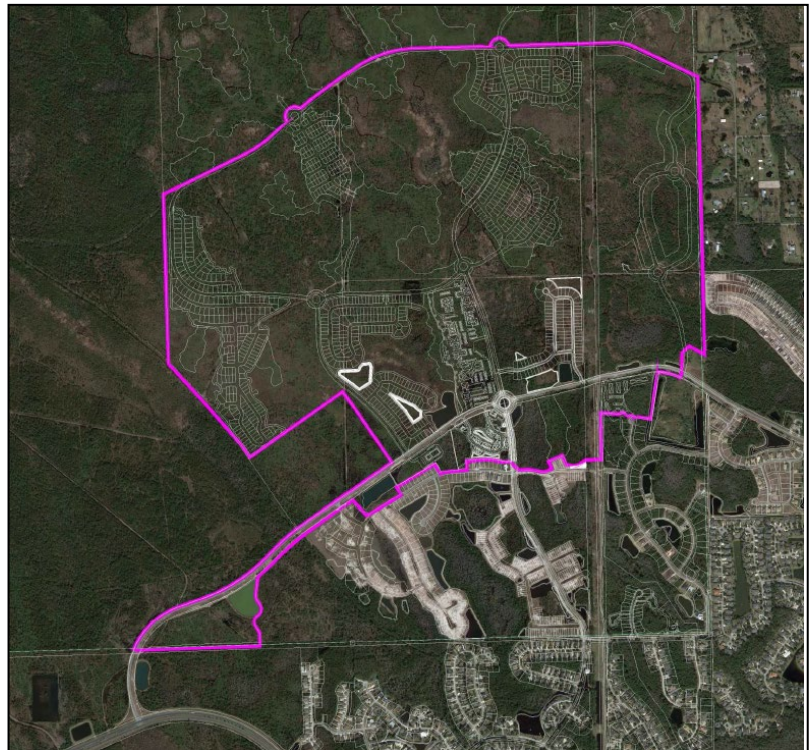
SUBJECT: LEGISLATIVE – Second Reading and Adoption of Ordinance for Dissolution of the Hunter’s Ridge Oaks Community Development District (CDD) No. 1. Agent: Kim C. Booker, Booker & Associates, P.A.

DATE OF MEETING: June 6, 2022

OVERVIEW/SUMMARY: This request is legislative in nature (not quasi-judicial) and does not require disclosure of ex parte communication. Kim Booker on behalf of the Hunter’s Ridge Oaks Community Development District No. 1 has filed a petition for the dissolution of the CDD.

As originally established in 2016 (through the adoption of Ordinance No. 2016-07), the Hunter’s Ridge Oaks CDD No. 1 comprised the area that remained under the master developer’s ownership and control, but which did not include the entirety of the DRI (see map to the right):

This request to dissolve the CDD has been prompted by a new developer, Hunter’s Ridge Acquisition and Development, LLC, which has acquired all the lands within the CDD. This request is being made pursuant to Section 190.46, Florida Statutes, and specifically subsection (10) of this section:



“If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district or, if the district was established by rule of the Florida Land and Water Adjudicatory Commission, the district may be dissolved by repeal of such rule of the commission.”

Through its petition, the CDD has asserted that it does not have any outstanding financial obligations, and does not have any operating or maintenance responsibilities. There are no bonds or debt service, and remaining expenses of the CDD (mainly management fees for perpetuating the CDD and its reporting requirements) are being handled through an agreement between the CDD and the new developer. The new developer ultimately intends to form a community association to assume the ownership and maintenance obligations for roads, stormwater, and related infrastructure.

While the CDD dissolution could have been accomplished through a single reading of the ordinance, County staff opted for two readings (after the initial May 2, 2022 public hearing was continued to the May 16, 2022 meeting) so as to provide the City of Ormond Beach staff additional time for review of this dissolution request. The Board approved the draft CDD dissolution ordinance on first reading at its May 16, 2022 regular meeting. Follow-up with the City of Ormond Beach staff reflects that the City is not opposed to the CDD dissolution (and the City does not require the dissolution to be conditioned upon the City's consent), but the City's Retail Utility Agreement will need to be amended by the City to remove the CDD as a party. As a follow-up to the May 16th meeting, the Assignment of Hunters Ridge Oaks Community Development District No. 1 to the Homeowners Association should not be needed, but this will be left for the City of Ormond Beach and the parties to the City's Retail Utility Agreement to decide. The Quit-Claim Deed for the Airport Road Extension plat has been recorded at Official Records Book 2685, Page 1168, Public Records of Flagler County, Florida. This deed conveys the CDD's platted dedication and reservation to the Homeowners Association.

Public notice of this hearing has been provided consistent with Sec. 125.66 and Sec. 190.046(10), Florida Statutes.

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

OPTIONS FOR THE BOARD: Following the public hearing and consideration of the CDD dissolution petition, along with testimony and evidence presented as part of the public hearing, the Board may:

1. APPROVE the ordinance on second reading and adopt the ordinance dissolving and terminating the Hunter's Ridge Oaks CDD No. 1 and titled as:
AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TERMINATING THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 PURSUANT TO CHAPTER 190, FLORIDA STATUTES, BY AMENDING ORDINANCE NO. 2016-07; PROVIDING FOR FINDINGS; PROVIDING FOR THE DISSOLUTION OF THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 SPECIFICALLY PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
2. DENY the request on second reading, leaving the CDD in effect. A subsequent petition could be filed for dissolution.
3. CONTINUE the second reading and adoption public hearing to a time and date certain.

ATTACHMENTS:

1. Ordinance
2. Petition and supporting materials
3. Public Notice

ORDINANCE NO. 2022- ____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TERMINATING THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 PURSUANT TO CHAPTER 190, FLORIDA STATUTES, BY AMENDING ORDINANCE NO. 2016-07; PROVIDING FOR FINDINGS; PROVIDING FOR THE DISSOLUTION OF THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 SPECIFICALLY PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hunter's Ridge Oaks Community Development District (CDD) No. 1 ("Petitioner"), has filed a petition ("Petition") with Flagler County pursuant to Section 190.046, Florida Statutes, seeking the termination and dissolution of the Hunter's Ridge Oaks CDD No. 1 ("CDD"); and

WHEREAS, the CDD does not extend to the limits of the remaining development area for Hunter's Ridge Development of Regional Impact ("DRI") within Flagler County, and is limited in area to more-or-less correspond to a portion of the DRI located North of Airport Road, which was retained by the previous DRI master developer and was subsequently conveyed to US Capital Alliance, LLC, as the successor DRI master developer; and

WHEREAS, the lands included within the boundary of the CDD have not been subdivided or separately conveyed, and are wholly owned by US Capital Alliance, LLC; and

WHEREAS, the adopted DRI Development Order provides for the ownership and maintenance of common areas, along with the provision and ongoing maintenance of infrastructure, to be assigned by the master developer to a Community Development District or to a homeowners association; and

WHEREAS, the Petitioner asserts through the Petition that the requirements of Section 190.046(10), Florida Statutes, have been met; and

WHEREAS, the Petitioner also asserts that the CDD maintains no debt, has not established a means for the CDD to collect funds from parcel owners within the boundaries of the CDD, and has an approved budget and board of directors only to perpetuate the continuance of the CDD; and

WHEREAS, the CDD has conveyed all water and wastewater utility infrastructure within the CDD boundaries to the City of Ormond Beach in accordance with the water and wastewater retail service agreement between them; and

WHEREAS, the Petitioner has assigned its obligations – any which presently exist through plat dedications or otherwise and those which would have occurred in the future were the CDD to continue to exist – to the Hunter's Ridge Homeowners

Association of East Florida, Inc., the master homeowners association, which has a means to collect funds from parcel owners located within the entire Hunter's Ridge DRI, has an annual budget and an elected board of directors, and a means to collect any default through its ability to lien parcels; and

WHEREAS, the dissolution of the CDD will not result in any infrastructure maintenance obligations by Flagler County as these have been assigned to the master homeowners association or conveyed to the City of Ormond Beach as appropriate; and

WHEREAS, according to Section 190.046(10), Florida Statutes, if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, a community development district may be dissolved by nonemergency ordinance of the local government that established the district; and

WHEREAS, as provided in Section 190.046, Florida Statutes, the CDD could alternatively be considered as "abandoned" or "inactive" due to the status of the CDD which presently exists only to perpetuate its own existence through the developer's funding of the management company and its oversight of the CDD and its operations and reporting requirements; and

WHEREAS, the Petitioner has sought the dissolution as an alternative to the other mechanisms within Florida Statutes whereby a CDD may cease its operations and legal recognition under the Statutes; and

WHEREAS, Flagler County established the Hunter's Ridge Oaks CDD No. 1 through the adoption of Ordinance No. 2016-07 on December 5, 2016; and

WHEREAS, this Ordinance has been prepared as an amendment to Ordinance No. 2016-07 and is intended to dissolve the establishment of the Hunter's Ridge Oaks CDD No. 1; and

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the Petition at a duly noticed public hearing of the Ordinance on May 16, 2022, where the Ordinance was approved on first reading; and

WHEREAS, the County reviewed and adopted the Ordinance on second and final reading on June 6, 2022; and

WHEREAS, public notice of this action has been provided in accordance with Section 190.005(1)(d), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS:

Section 1. FINDINGS. The above recitals are adopted as findings of fact in support of this Ordinance.

Section 2. AUTHORITY. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes.

Section 3. DISSOLUTION OF HUNTER'S RIDGE OAKS CDD NO. 1. The petition filed to terminate and dissolve the Hunter's Ridge Oaks Community Development District No. 1 is hereby granted.

Section 4. AMENDMENT OF ORDINANCE NO. 2016-07. Ordinance No. 2016-07 is hereby amended so as to dissolve the Hunter's Ridge Oaks CDD No. 1. All powers and duties granted to the CDD through the adoption of Ordinance No. 2016-07 are hereby rescinded; however, any outstanding obligations shall be assumed by an appropriate entity established to assume such obligations without recourse to Flagler County.

Section 5. SEVERABILITY. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue to remain in full force and effect provided that the illegal, invalid, or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

Section 12. EFFECTIVE DATE. This Ordinance shall take effect upon Official Acknowledgement by the Secretary of State that the Ordinance has been filed.

PASSED AND GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA THIS 6TH DAY OF JUNE, 2022.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Joseph F. Mullins, Chair

ATTEST:

Approved as to Form:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Al Hadeed, County Attorney

**PETITION TO DISSOLVE THE HUNTER'S RIDGE OAKS
COMMUNITY DEVELOPMENT DISTRICT No. 1**

COMES NOW, HUNTER'S RIDGE OAKS Community Development District No. 1 ("Petitioner" or "District"), and hereby petitions the City Commission of the Flagler County, Florida ("Commission"), pursuant to Section 190.046(10), *Florida Statutes*, to dissolve the District. In support of this Petition, Petitioner states:

1. **Reason for Request.** The District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, and established by Ordinance No. 2016-07 ("**Ordinance**") of the Commission of Flagler County on December 5, 2016. A copy of the Ordinance is attached hereto as **Exhibit 1**. Encompassing approximately 964.47 acres, the District was established to plan, finance, construct, operate and maintain various public infrastructure and facilities. The original developer for the project within the District was US CAPITAL ALLIANCE, LLC., but recently HUNTER'S RIDGE ACQUISITION AND DEVELOPMENT, LLC. ("**New Developer**") acquired all of the lands within the District.

2. The New Developer has requested that the District be dissolved, so that the New Developer may implement a new plan of development involving the lands within the District as well as additional lands and establish a community association to assume the maintenance obligations for roads and infrastructure within the development. Toward that end, the New Developer is requesting that the County dissolve the District based on this petition.

3. **Authority.** Section 190.046(10) of the *Florida Statutes* provides that:

"If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district . . ."

4. **Statutory Criteria Satisfied.** The following facts are established under the Affidavit of the District Manager attached hereto as **Exhibit 2**. Consistent with Section 190.046(10), *Florida Statutes*, the District does not presently have any outstanding financial obligations, and does not have any operating or maintenance responsibilities. For example, the District does not presently own any real property or infrastructure improvements; the District does not presently have any outstanding bonds, notes or other debt instruments; and the District does not presently have any debt service special assessments levied against the assessable real property located within the District. Moreover, any remaining expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution are being funded under an agreement between the District and the New Developer. As such, all outstanding obligations have been paid.

5. **Dissolution Authorized; Plan of Dissolution.** Accordingly, on April 19, 2022, the District's Board of Supervisors, during a duly noticed public meeting, adopted Resolution 2022-0, which among other things authorized a Plan of Dissolution that allows for the orderly dissolution of the District, and which directed the District Manager and District Counsel to submit Resolution 2022-0 and this Petition to the Commission. As part of Resolution 2022-0, the District's Board of Supervisors found that it is in the best interest of the District and the New Developer, as the owner of 100% of the lands within the District, to dissolve the District. Further, the District has complied with all conditions precedent of the Plan of

Dissolution as evidenced by this Petition and the exhibits attached hereto. A copy of the Resolution 2022-0, which includes the Plan of Dissolution, is attached as **Exhibit 3**.

6. **Official District Records.** Upon repeal of the Ordinance, and pursuant to the Plan of Dissolution, the District will cause all official records of the District to be transferred to the Florida Secretary of State in accordance with Florida public records laws.

7. **Notice of Dissolution.** Upon repeal of the Ordinance, and pursuant to the Plan of Dissolution, the District will cause notice of repeal of the Ordinance to be transmitted to the Florida Department of Community Affairs, and will further cause to be recorded in the Official Records of Flagler County, Florida, a Notice of Dissolution in the form attached to the Plan of Dissolution.

8. **District's Representative.** Pursuant to Resolution 2022-0 of the District, Booker & Associates, P.A., as District Counsel, has been authorized to represent the District with respect to this Petition. Copies of all correspondence and official notices should be sent to:

Kim C. Booker, Esq.
Booker & Associates, P.A.
1019 Town Center Drive, Ste 201
Orange City, FL 32763

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, because the District has no outstanding financial obligations and no operating or maintenance responsibilities and accordingly has met the requirements for dissolution as provided in Section 190.046(10), *Florida Statutes* (2020), and for the other reasons herein stated, Petitioner respectfully requests the Commission of the Flagler County, Florida, to:

- a. consider this Petition and provide for notice of proposed rule repeal and schedule a public hearing thereon, if requested, in accordance with the requirements of Chapter 120, *Florida Statutes*;
- b. grant the Petition and repeal the Ordinance pursuant to Section 190.046(10), *Florida Statutes*; and
- c. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 8 day of April, 2022.

Booker & Associates, P.A.



Kim C. Booker, Esq.

Florida Bar No. 0854352

Booker & Associates, P.A.

1019 Town Center, Suite 201

Orange City, Florida 32759

(386) 774-6552

Attorneys for Petitioner

- Exhibit 1:** Ordinance
Exhibit 2: Affidavit of District Manager
Exhibit 3: Resolution 2022-0
Exhibit 4: New Developer's Consent to Dissolution

**EXHIBIT 1
ORDINANCE**

Instrument No: 2017008500 3/9/2017 2:46 PM BK: 2191 PG: 1731 PAGES: 6
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

This space reserved for use
Clerk of Circuit Court

This Instrument Prepared by
and Return to:

Craig A. Wrathell, Managing Partner
Wrathell, Hart, Hunt & Associates, LLC
6131 Lyons Road, Suite 100
Coconut Creek, Florida 33073
Phone: (954) 426-2105

**NOTICE OF ESTABLISHMENT OF THE HUNTER'S RIDGE OAKS
COMMUNITY DEVELOPMENT DISTRICT No. 1**

PLEASE TAKE NOTICE that on December 5, 2016, and pursuant to a petition filed by US Capital Alliance, LLC, the Board of County Commission of the County of Flagler, Florida, enacted Ordinance 2016-07, which became effective on December 5, 2016 establishing the Hunter's Ridge Oaks Community Development District No. 1 ("District"). The legal description of the lands encompassed within the District is attached hereto as Exhibit "A." The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, Florida Statutes. More information on the powers, responsibilities and duties of the District may be obtained by examining Chapter 190, Florida Statutes, or by contacting the District's registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, Florida Statutes.

THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1 MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on the 8 day of March 2017, and recorded in the Official Records of County of Flagler, Florida.

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1

By: [Signature]
Craig A. Wrathell, Managing Partner

[Signature]
Witness

[Signature]
Witness

DEBORAH TUDOR
Print Name

Jeffrey Pinder
Print Name

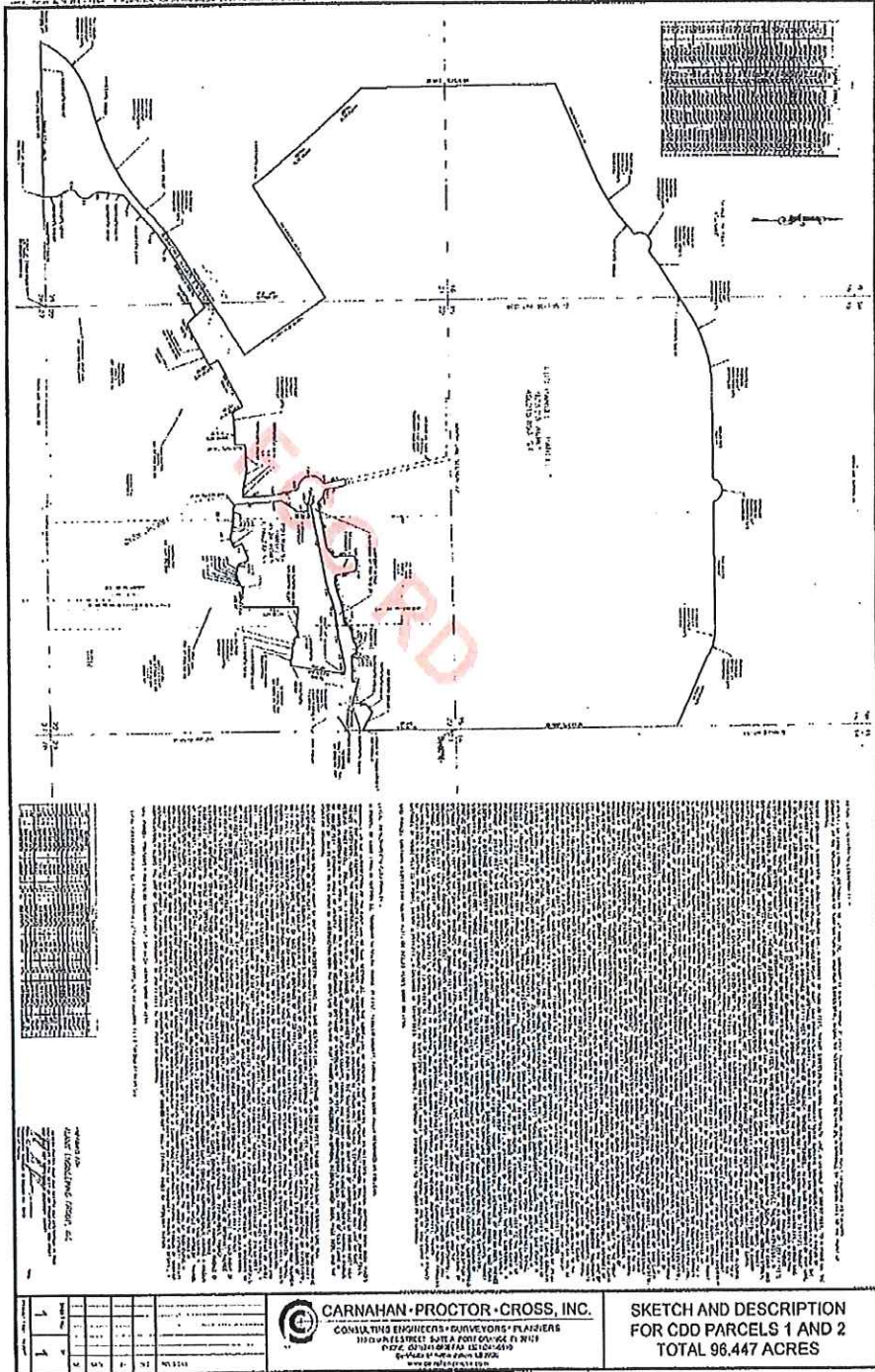
STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged and sworn before me this 8 day of March 2017, by Craig A. Wrathell, Managing Partner of the firm Wrathell, Hart, Hunt and Associates, LLC, who represents the Hunter's Ridge Oaks Community Development District No. 1, and who is personally known to me.



LUCY MARTIE
MY COMMISSION # FF911332
EXPIRES: September 28, 2019
Noted thru Digital Notary Service

[Signature]
Print Name: Lucy Martie
Notary Public, State of Florida
Commission No.: FF911332
My Commission Expires: 09/28/19



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Surveyed by
 Daniel H. Proctor, Inc.
 11/15/11

This survey was made for the purpose of showing the location and extent of the parcels described in the accompanying schedule. The survey was made by the method of angles and distances, and the bearings and distances were measured by the method of angles and distances. The survey was made by the method of angles and distances, and the bearings and distances were measured by the method of angles and distances.

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CARNAHAN · PROCTOR · CROSS, INC.
 CONSULTING ENGINEERS · SURVEYORS · PLANNERS
 1100 WILSON STREET, SUITE A, FORT COLLINS, CO 80504
 P.O. BOX 1000, FORT COLLINS, CO 80504
 PHONE: 970.226.1800
 WWW.CPCONLINE.COM

**SKETCH AND DESCRIPTION
 FOR CDD PARCELS 1 AND 2
 TOTAL 96.447 ACRES**

Exhibit 2

STATE OF Florida
COUNTY OF Palm Beach

AFFIDAVIT OF DISTRICT MANAGER

BEFORE ME, the undersigned authority, this day personally appeared Cindy Cerbone, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein. I, Da, am employed by Wrathell, Hunt & Associates, LLC, and, in the course of that employment, serve as District Manager for the HUNTER'S RIDGE OAKS Community Development District No. 1.
2. I do hereby certify that I have reviewed Resolution 2022-0 and the Plan of Dissolution attached thereto and all of the facts in it are true and correct. Consistent with Section 190.046(10), *Florida Statutes*, the District does not presently have any outstanding financial obligations, and does not have any operating or maintenance responsibilities. Further, the District does not presently own any real property or infrastructure improvements; the District does not presently have any outstanding bonds, notes or other debt instruments; and the District does not presently have any debt service special assessments levied against the assessable real property located within the District. Moreover, any remaining expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution are being funded under an agreement between the District and the New Developer. As such, all outstanding obligations have been paid.

FURTHER AFFIANT SAYETH NOT.

WRATHELL, HUNT & ASSOCIATES, LLC

Cindy Cerbone

By: Cindy Cerbone

Its: District Manager

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization this 8th day of April 2022, by Cindy Cerbone, and as District Manager of Wrathell, Hunt & Associates, LLC, who is personally known to me or has provided _____ as identification, and who did or did not take an oath.

NOTARY PUBLIC

Jameli Sanchez

Print Name: Jameli Sanchez

Notary Public, State of Florida

Commission No.: 66216441

My Commission Expires: May 30, 2022



EXHIBIT 3

RESOLUTION 2022-0

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1 AUTHORIZING THE DISSOLUTION OF THE DISTRICT; ADOPTING A PLAN OF DISSOLUTION; APPROVING A DISSOLUTION AGREEMENT; APPROVING FORMS OF PETITION AND NOTICE OF DISSOLUTION; PROVIDING DIRECTION TO DISTRICT STAFF; ADDRESSING FUNDING; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hunter's Ridge Oaks Community Development District No. 1 was established under Chapter 190 of the *Florida Statutes* by the City Commission of the County of Flagler, Florida, and by Ordinance 2016-07 ("**Ordinance**"), for the purpose of financing, acquiring, constructing, operating and maintaining public improvements; and

WHEREAS, since that time, the District has not undertaken any financing or construction activities, and instead, the interest in US Capital Alliance, LLC., a Florida limited liability company, which owns the lands within the District has been sold to a new developer, Hunter's Ridge Acquisition and Development, LLC. ("**New Developer**") (U S Capital Alliance, LLC. and Hunter's Ridge Acquisition and Development, LLC. shall be collectively referred to as the "**New Developer**"), which desires to have the District dissolved in order to establish an Association to maintain the improvements; and

WHEREAS, Section 190.046(10), *Florida Statutes* provides:

If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district or, if the district was established by rule of the Florida Land and Water Adjudicatory Commission, the district may be dissolved by repeal of such rule of the commission.

WHEREAS, the District does not presently have any outstanding financial obligations, and does not have any operating or maintenance responsibilities, and does not presently own any real property or infrastructure improvements; and

WHEREAS, the District's Board of Supervisors finds that it is in the best interest of the District and the New Developer, as the owner of 100% of the lands within the District, to dissolve the District in order to allow the New Developer to transfer the lands to a new association; and

WHEREAS, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, accounts and contracts; and

WHEREAS, the District's Board of Supervisors desires that the City adopt an ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

NOW, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1:

1. **APPROVAL OF PLAN OF DISSOLUTION.** As an organizational matter, the District hereby approves the Plan of Dissolution, attached to this Resolution as **Exhibit "A."**

2. **DISSOLUTION AGREEMENT.** The Dissolution Agreement with the New Developer is approved substantially in the form attached hereto as **Exhibit "B."**

3. **REQUEST FOR ACTION.** The District hereby requests that, after transmission of this Resolution and related petition (in a form substantially similar to **Exhibit "C"**) to Flagler County by the District Manager or District Counsel consistent with Section 4 below, the Ordinance be repealed resulting in the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

4. **DIRECTION TO DISTRICT MANAGER AND DISTRICT COUNSEL.** The District Manager and District Counsel are hereby directed to take the appropriate actions to transmit this Resolution and related petition to Flagler County. Upon repeal of the Ordinance, the District Manager and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District, including by recording a notice of dissolution in the public records of Flagler County, Florida, substantially in the form attached hereto as **Exhibit "D."**

5. **GENERAL AUTHORIZATION.** The District's Chairman, District Manager, District Counsel, Secretary, and Assistant Secretaries are hereby authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chair and Secretary are hereby further authorized to execute any and all documents necessary to effect the dissolution of the District. The Vice Chair shall be authorized to undertake any action herein authorized to be taken by the Chair, in the absence or unavailability of the Chair, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED in public session this ___ day of May, 2022.

ATTEST:

**BOARD OF SUPERVISORS OF THE HUNTER'S RIDGE
OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1**

Assistant Secretary

Chairman

Exhibit A: Plan of Dissolution
Exhibit B: Dissolution Agreement
Exhibit C: Petition for Dissolution
Exhibit D: Notice of Dissolution
Exhibit E: Consent to Dissolution

EXHIBIT A

PLAN OF DISSOLUTION FOR THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1

1. **PURPOSE; AUTHORITY.** The purpose of this Plan of Dissolution is to provide a framework for the dissolution of the District, pursuant to the authority of Section 190.046(10), *Florida Statutes*. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Resolution 2022-0.

2. **DISSOLUTION AGREEMENT.** The Dissolution Agreement provides for the funding of all expenses associated with the dissolution, and shall expire and be void upon final payment of, among other things, all financial obligations of the District, including but not limited to final payment to any third party beneficiary for services relating to the dissolution of the District. All other agreements, and other items not specifically identified herein shall expire and be void upon the termination of the District, including any and all rights and obligations of the District under such agreements and other items not otherwise previously assigned, transferred, or terminated.

3. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure or other assets and has no debt or maintenance responsibilities. The maintenance responsibility for Airport Road Extension shall be assigned to a master homeowner's association.

4. **SERVICE CONTRACTS.** The District currently has contracts with certain vendors, as outlined in **Exhibit 1**. Using any funds on hand and/or provided under the Dissolution Agreement, the District shall pay all such vendors for any final remaining amounts under the agreements, and terminate the same. The District does not own, operate, or maintain any real property or infrastructure improvements, and the District does not provide any community development district services to the owners of lands within the boundaries of the District. The District Manager and District Counsel shall be responsible for filing any final reports or other documents on behalf of the District required by law or for performing any and all other wrap-up activities on behalf of the District within thirty (30) days after the effective dissolution of the District.

5. **FINANCES; AUDIT.** The District has no outstanding financial obligations. Moreover, pursuant to the Dissolution Agreement, the New Developer has agreed, among other things, to pay all future expenses and costs associated with dissolution. Further, upon the dissolution of the District, the District Manager will close all accounts as appropriate and cause a final audit of the District's financial records to be conducted and reported consistent with the requirements of applicable law.

6. **OFFICIAL DISTRICT RECORDS.** Upon the dissolution of the District, the District Manager shall transfer all official records of the District to the Florida Department of State.

7. **OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After the repeal of the Ordinance by the Flagler County, the District will be dissolved without any further action. After adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution, and repeal of the Ordinance, District Counsel shall cause notice of repeal of the Ordinance to be transmitted to the Florida Department of Community Affairs, and shall further cause a Notice of Dissolution to be recorded in the Official Records of Flagler County, Florida.

Exhibit 1
List of Outstanding Contracts and Amounts Owed

EXHIBIT "B"
DISSOLUTION AGREEMENT

HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1

c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
(877)276-0889

April 20, 2022

Mr. Glen Fishman, President
Hunter's Ridge Acquisition and Development, LLC, Manager
US Capital Alliance, LLC.
880 Airport Road, Suite 113,
Ormond Beach, Florida 327
glenfishman@assetrestructuring.com

VIA EMAIL

RE: Dissolution Agreement for the Hunter's Ridge Oaks Community Development District No. 1

Dear Mr. Fishman,

We are writing in connection with your request that the District prosecute a dissolution ("Dissolution") of the District by the Commission for Flagler County, Florida. We have enclosed a copy of the District's draft Resolution 2022-0 authorizing the Dissolution, and outlining a Plan of Dissolution. To facilitate the Dissolution, the District will require that US Capital Alliance, LLC. ("New Developer") pay any remaining, outstanding fees and costs of the District, as outlined in the Plan of Dissolution, and pay all fees and costs in connection with the Dissolution, including but not limited to any fees and costs of the District Manager and District Counsel, upon thirty day's written request by the proper party. The District Manager and District Counsel, as well as all other District contractors as outlined in the Plan of Dissolution, are third party beneficiaries of this letter agreement.

If the New Developer is agreeable to the terms of this letter agreement, please sign below and return an executed copy of this letter to our address. Thank you for your cooperation and attention to this matter.

Agreed to by:

US CAPITAL ALLIANCE, LLC.

By: Hunter's Ridge Acquisition and
Development, its Manager

By: Hunter's Ridge Manager, LLC., its
Manager

By: _____
Glen Fishman,
Its: President

Sincerely,

**HUNTER'S RIDGE OAKS COMMUNITY
DEVELOPMENT DISTRICT No. 1**

By: Cindy Cerbone
Cindy Cerbone
District Manager

EXHIBIT "C"
FORM OF PETITION

PETITION TO DISSOLVE THE HUNTER'S RIDGE OAKS
COMMUNITY DEVELOPMENT DISTRICT No. 1

COMES NOW, HUNTER'S RIDGE OAKS Community Development District No. 1 ("**Petitioner**" or "**District**"), and hereby petitions the City Commission of the Flagler County, Florida ("**Commission**"), pursuant to Section 190.046(10), *Florida Statutes*, to dissolve the District. In support of this Petition, Petitioner states:

1. **Reason for Request.** The District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, and established by Ordinance No. 2016-07 ("**Ordinance**") of the Commission of Flagler County on December 5, 2016. A copy of the Ordinance is attached hereto as **Exhibit 1**. Encompassing approximately 964.47 acres, the District was established to plan, finance, construct, operate and maintain various public infrastructure and facilities. The original developer for the project within the District was US CAPITAL ALLIANCE, LLC., but recently HUNTER'S RIDGE ACQUISITION AND DEVELOPMENT, LLC. ("**New Developer**") acquired all of the lands within the District.

The New Developer has requested that the District be dissolved, so that the New Developer may implement a new plan of development involving the lands within the District as well as additional lands. Toward that end, the New Developer is requesting that the County dissolve the District based on this petition, and, by separate petition, the New Developer is asking that the County establish a new community development district including all of the lands within its new development plan.

2. **Authority.** Section 190.046(10) of the *Florida Statutes* provides that:

"If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district . . ."

3. **Statutory Criteria Satisfied.** The following facts are established under the Affidavit of the District Manager attached hereto as **Exhibit 2**. Consistent with Section 190.046(10), *Florida Statutes*, the District does not presently have any outstanding financial obligations, and does not have any operating or maintenance responsibilities. For example, the District does not presently own any real property or infrastructure improvements; the District does not presently have any outstanding bonds, notes or other debt instruments; and the District does not presently have any debt service special assessments levied against the assessable real property located within the District. Moreover, any remaining expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution are being funded under an agreement between the District and the New Developer. As such, all outstanding obligations have been paid.

4. **Dissolution Authorized; Plan of Dissolution.** Accordingly, on April 19, 2022, the District's Board of Supervisors, during a duly noticed public meeting, adopted Resolution 2022-0, which among other things authorized a Plan of Dissolution that allows for the orderly dissolution of the District, and which directed the District Manager and District Counsel to submit Resolution 2022-0 and

this Petition to the Commission. As part of Resolution 2022-0, the District's Board of Supervisors found that it is in the best interest of the District and the New Developer, as the owner of 100% of the lands within the District, to dissolve the District. Further, the District has complied with all conditions precedent of the Plan of Dissolution as evidenced by this Petition and the exhibits attached hereto. A copy of the Resolution 2022-0, which includes the Plan of Dissolution, is attached as **Exhibit 3**.

5. **Official District Records.** Upon repeal of the Ordinance, and pursuant to the Plan of Dissolution, the District will cause all official records of the District to be transferred to the Florida Secretary of State in accordance with Florida public records laws.

6. **Notice of Dissolution.** Upon repeal of the Ordinance, and pursuant to the Plan of Dissolution, the District will cause notice of repeal of the Ordinance to be transmitted to the Florida Department of Community Affairs, and will further cause to be recorded in the Official Records of Flagler County, Florida, a Notice of Dissolution in the form attached to the Plan of Dissolution.

7. **District's Representative.** Pursuant to Resolution 2022-0 of the District, Booker & Associates, P.A., as District Counsel, has been authorized to represent the District with respect to this Petition. Copies of all correspondence and official notices should be sent to:

Kim C. Booker, Esq.
Booker & Associates, P.A.
1019 Town Center Drive, Ste 201
Orange City, FL 32763

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, because the District has no outstanding financial obligations and no operating or maintenance responsibilities and accordingly has met the requirements for dissolution as provided in Section 190.046(10), *Florida Statutes* (2020), and for the other reasons herein stated, Petitioner respectfully requests the Commission of the Flagler County, Florida, to:

- a. consider this Petition and provide for notice of proposed rule repeal and schedule a public hearing thereon, if requested, in accordance with the requirements of Chapter 120, *Florida Statutes*;
- b. grant the Petition and repeal the Ordinance pursuant to Section 190.046(10), *Florida Statutes*; and
- c. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 8 day of April, 2022.

Booker & Associates, P.A.



Kim C. Booker, Esq.
Florida Bar No. 0854352
Booker & Associates, P.A.
1019 Town Center, Suite 201
Orange City, Florida 32759
(386) 774-6552
Attorneys for Petitioner

- Exhibit 1:** Ordinance
Exhibit 2: Affidavit of District Manager
Exhibit 3: Resolution 2022-0
Exhibit 4: New Developer's Consent to Dissolution

EXHIBIT "D"
NOTICE OF DISSOLUTION

This instrument was prepared by
and should be returned to:

Booker & Associates, P.A.
1019 Town Center Drive, Suite 201
Orange City, Florida 3763

**NOTICE OF DISSOLUTION OF THE
HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT No. 1**

PLEASE TAKE NOTICE that on April 19, 2022, the HUNTER'S RIDGE OAKS Community Development District No. 1's ("**District**") Board of Supervisors adopted Resolution 2022-0 approving a Plan of Dissolution for the District and requesting that the Commission of the Flagler County repeal Ordinance 2016-07 which established the District. Effective May 2, 2022, and following public notice and a hearing, the Commission repealed Ordinance 2016-07. Resolution 2022-0 and a copy of repealed Ordinance 2016-07 were subsequently filed with the Florida Department of Community Affairs. A legal description of the dissolved District is attached hereto.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Notice has been executed to be effective as of the 11 day of April, 2022, and recorded in the Official Records of Flagler County, Florida.

WITNESS

HUNTER'S RIDGE OAKS COMMUNITY
DEVELOPMENT DISTRICT No. 1

By: [Signature]
Name: Joseph Brown

By: [Signature]
Name: Kimberly A. Buck
Title: Chair

By: [Signature]
Name: Michael A. Buck

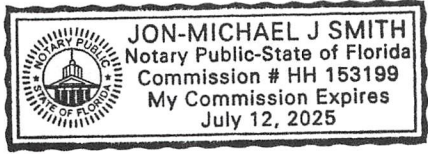
STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of April, 2022, by Kimberly A. Buck, as chair of **HUNTER'S RIDGE OAKS Community Development District No. 1**, who appeared before me this day in person, and who is either personally known to me or ~~produced~~ _____ as identification:

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Jon-Michael Smith
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



S.037908'E, A DISTANCE OF 279.08 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, S.85°52'06"W, A DISTANCE OF 331.4 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE
 NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 145.80 FEET TO THE POINT OF
 REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 860.00 FEET AND A CENTRAL ANGLE OF 18°43'31"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A
 DISTANCE OF 215.70 FEET TO THE POINT OF TANGENCY; THENCE S.85°52'06"W, A DISTANCE OF 255.50 FEET; THENCE S.04°07'54"E, A DISTANCE OF 135.00 FEET; THENCE S.85°52'06"W, A
 DISTANCE OF 243.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11°50'16"; THENCE WESTERLY
 ALONG THE ARC OF SAID CURVE A DISTANCE OF 156.61 FEET TO A POINT; THENCE S.03°54'17"W, A DISTANCE OF 197.89 FEET; THENCE S.03°54'17"W, A DISTANCE OF 860.00 FEET; THENCE
 S.30°58'16"E, A DISTANCE OF 130.00 FEET; THENCE S.58°54'17"W, A DISTANCE OF 238.45 FEET TO THE NW CORNER OF SAID HUNTINGTON WOODS AIRPORT ROAD, HAVING A RADIUS OF 860.00 FEET; THENCE
 ALSO BEING THE NORTHEAST CORNER OF PROPOSED HUNTINGTON LAKES; THENCE THE FOLLOWING FOUR COURSES ALONG THE NORTH LINE OF SAID AIRPORT ROAD, HAVING A RADIUS OF 860.00 FEET;
 S.58°54'17"W, A DISTANCE OF 349.12 FEET; THENCE N.42°27'59"W, A DISTANCE OF 877.97 FEET TO THE POINT OF TANGENCY OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF
 2700.00 FEET AND A CENTRAL ANGLE OF 03°45'02"; THENCE S.03°54'17"W, A DISTANCE OF 176.78 FEET TO THE NORTHWEST CORNER OF SAID PROPOSED
 HUNTINGTON LAKES; THENCE CONTINUING ALONG SAID COURSE AND THE SOUTHERLY RIGHT OF WAY LINE OF SAID ROAD THROUGH A CENTRAL ANGLE OF 05°53'57"FOR A
 DISTANCE OF 510.7 FEET TO THE POINT OF TANGENCY; THENCE S.44°28'53"W, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF CURVATURE OF
 A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 05°54'23"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE
 DISTANCE OF 181.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 171.53 FEET, A CENTRAL ANGLE OF 45°08'12", AND A CHORD BEARING AND
 DISTANCE OF S.20°51'22"E, 136.34 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.53 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT
 CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 125.65 FEET, A CENTRAL ANGLE OF 105°45'54", AND A CHORD BEARING AND DISTANCE OF S.09°40'45"W, 200.39 FEET; THENCE
 SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 231.95 FEET TO THE POINT OF REVERSE CURVATURE OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS
 OF 105.29 FEET, A CENTRAL ANGLE OF 89°48'10", AND A CHORD BEARING AND DISTANCE OF S.05°37'20"W, 148.86 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A
 DISTANCE OF 165.03 FEET TO A POINT; THENCE S.307°14'27"E, A DISTANCE OF 121.63 FEET; THENCE S.00°48'19"E, A DISTANCE OF 179.69 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 40,215,693.41 SQUARE FEET, OR 923.23 ACRES MORE OR LESS.

LEGAL DESCRIPTION: CDD PARCEL 2

A PARCEL OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 22, AND THE NORTH LINE OF RESERVE TRACT PARCEL TWO, AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGES 1421 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE N.81°08'17"W, ALONG THE NORTHERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 260.00 FEET; THENCE S.47°23'53"W, ALONG THE NORTHEASTERLY LINE OF SAID RESERVE TRACT PARCEL TWO, A DISTANCE OF 140.00 FEET; THENCE S.02°07'41"W, ALONG SAID WEST LINE OF SAID RESERVE TRACT PARCEL TWO, AND THE EXTENSION THEREOF, A DISTANCE OF 368.66 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF AIRPORT ROAD (A 100.00 FOOT RIGHT OF WAY) AS RECORDED IN PLAT BOOK 37, PAGES 55 & 56 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 26°07'12", AND A CHORD BEARING AND DISTANCE OF N.75°20'40"W, 361.55 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 324.70 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF RESERVE TRACT PARCEL ONE AS RECORDED IN OFFICIAL RECORDS BOOK 0609, PAGE 1423, AND THE POINT OF BEGINNING.

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, S.08°32'07"W, ALONG THE SAID WESTERLY LINE, A DISTANCE OF 885.59 FEET; THENCE LEAVING SAID WESTERLY LINE, N.61°07'46"W, A DISTANCE OF 60.84 FEET TO A POINT ON THE NORTHEAST CORNER OF ASHFORD LAKES ESTATES, AS RECORDED IN MAP BOOK 37, PAGES 42 THROUGH 49 OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING SIX CURVES AND DISTANCES ALONG SAID NORTH LINE, N.21°07'46"W, A DISTANCE OF 144.82 FEET; THENCE S.74°24'58"W, A DISTANCE OF 11.70 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 79°41'35", AND A CHORD BEARING AND DISTANCE OF N.78°51'11"W, 98.11 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.32 FEET; THENCE N.57°49'02"W, A DISTANCE OF 91.08 FEET; THENCE S.7°02'41"W, A DISTANCE OF 70.21 FEET; THENCE N.85°22'32"W, A DISTANCE OF 269.72 FEET TO THE WEST LINE OF SAID ASHFORD LAKES ESTATES, AND A POINT ON THE EASTERLY LINE OF A 236 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1335, PAGES 500 THROUGH 502 AND OFFICIAL RECORDS BOOK 38, PAGE 50, OF SAID PUBLIC RECORDS; THENCE S.01°00'33"E, ALONG SAID WESTERLY LINE OF SAID ASHFORD LAKES ESTATES AND THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 710.61 FEET; THENCE LEAVING SAID WESTERLY LINE, N.85°59'53"W, A DISTANCE OF 226.00 FEET TO THE WEST LINE OF SAID PUBLIC RECORDS; THENCE THE FOLLOWING NINETEEN CURVES AND DISTANCES ALONG SAID NORTH LINE, AS RECORDED IN OFFICIAL RECORDS BOOK 1437, PAGE 958 OF SAID PUBLIC RECORDS; THENCE N.59°32'40"W, A DISTANCE OF 34.27 FEET; THENCE S.64°40'47"W, A DISTANCE OF 26.83 FEET; THENCE S.74°13'09"W, A DISTANCE OF 16.63 FEET; THENCE S.53°55'22"W, A DISTANCE OF 47.28 FEET; THENCE N.22°28'03"W, A DISTANCE OF 39.23 FEET; THENCE N.72°27'43"W, A DISTANCE OF 147.86 FEET; THENCE S.65°49'07"W, A DISTANCE OF 219.53 FEET; THENCE S.23°24'12"E, A DISTANCE OF 115.86 FEET; THENCE N.83°48'47"W, A DISTANCE OF 32.53 FEET; THENCE N.22°28'03"W, A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 113.43 FEET AND A CENTRAL ANGLE OF 32°53'50"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.94 FEET TO A POINT; THENCE N.77°58'09"W, A DISTANCE OF 105.62 FEET; THENCE N.80°07'52"W, A DISTANCE OF 27.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.87 FEET, AND A CENTRAL ANGLE OF 08°59'22"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 164.96 FEET TO A POINT; THENCE S.67°38'40"W, A DISTANCE OF 107.41 FEET; THENCE N.45°46'37"W, A DISTANCE OF 50.51 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID ASHFORD LAKES ESTATES, HAVING A RADIUS OF 102.28 FEET, ALONG THE SAID RIGHT OF WAY LINE, A DISTANCE OF 597.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 102.28 FEET, AND A CENTRAL ANGLE OF 09°34'48"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.28 FEET; THENCE S.10°00'00"W, A DISTANCE OF 27.37 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID ASHFORD LAKES ESTATES, HAVING A RADIUS OF 102.28 FEET, AND A CENTRAL ANGLE OF 27°00'00"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 33.00 FEET, AND A CENTRAL ANGLE OF 111°55'00"; THENCE N.03°25'26"W, A DISTANCE OF 22.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 33.00 FEET, AND A CENTRAL ANGLE OF 111°55'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 61.85 FEET TO THE POINT OF TANGENCY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 175.00 FEET; A CENTRAL ANGLE OF 71°24'37", AND A CHORD BEARING AND DISTANCE OF N.12°33'54"E, 22.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 22.03 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 67°58'32"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 29.66 FEET TO THE POINT OF TANGENCY; THENCE N.78°55'04"E, A DISTANCE OF 961.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1500.00 FEET AND A CENTRAL ANGLE OF 87°03'18"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 4210.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 131°50'07"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 231.29 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 51°11'49"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 453.52 FEET TO THE POINT OF TANGENCY; THENCE N.78°56'04"E, A DISTANCE OF 76.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 14°39'40"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 204.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,796,232.02 SQUARE FEET, OR 41.24 ACRES MORE OR LESS.

TOTAL CDD LAND, PARCEL 1 AND PARCEL 2 TOGETHER: 42,012,125.43 SQUARE FEET OR 954.47 ACRES ±

EXHIBIT "E"
CONSENT TO DISSOLUTION


The undersigned, **US CAPITAL ALLIANCE, LLC. ("New Developer")**, a foreign profit corporation, understands and acknowledges that the Hunter's Ridge Oaks Community Development District No. 1 ("**District**") intends to petition the Commission for Flagler County, Florida to dissolve the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*. The New Developer represents that it is the owner of 100% of the lands within the District, which lands are described in **Exhibit 1**, and hereby consents to the dissolution of the District. The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this 8 day of April, 2022.

Agreed to by:

US CAPITAL ALLIANCE, LLC.

By: Hunter's Ridge Acquisition and Development, LLC,
its Manager,

By:  Hunter's Ridge Manager, LLC., its Manager,

By:


Glen Fishman

Its: President

Exhibit 4:
New Developer's Consent to Dissolution

CONSENT TO DISSOLUTION

The undersigned, **US CAPITAL ALLIANCE, LLC.** ("New Developer"), a foreign profit corporation, understands and acknowledges that the Hunter's Ridge Oaks Community Development District No. 1 ("District") intends to petition the Commission for Flagler County, Florida to dissolve the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*. The New Developer represents that it is the owner of 100% of the lands within the District, which lands are described in **Exhibit 1**, and hereby consents to the dissolution of the District. The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

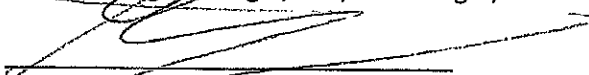
Executed this 8 day of April, 2022.

Agreed to by:

US CAPITAL ALLIANCE, LLC.

By: Hunter's Ridge Acquisition and Development, LLC,
its Manager,

By:  Hunter's Ridge Manager, LLC., its Manager,

By: 
Glen Fishman

Its: President

**NOTICE OF ADOPTION OF AN
ORDINANCE TERMINATING
THE HUNTER'S RIDGE OAKS
COMMUNITY DEVELOPMENT
DISTRICT NO. 1**

Pursuant to Section 190.005(1)(e), Section 190.046(1)(b), and Section 125.66(2)(a), Florida Statutes, the Flagler County Board of County Commissioners hereby provide notice of consideration of a petition submitted by Hunter's Ridge Oaks Community Development District No. 1, seeking the termination of the Hunter's Ridge Oaks Community Development District No. 1 and possible adoption of the following Ordinance titled similar to:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TERMINATING THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 PURSUANT TO CHAPTER 190, FLORIDA STATUTES, BY AMENDING ORDINANCE NO. 2016-07; PROVIDING FOR FINDINGS; PROVIDING FOR THE DISSOLUTION OF THE HUNTER'S RIDGE OAKS COMMUNITY DEVELOPMENT DISTRICT NO. 1 SPECIFICALLY PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Public hearing on the above-captioned matter will be held as follows:

BOARD OF COUNTY COMMISSIONERS – Monday, May 2, 2022 at 9:30 a.m. or as soon thereafter as possible in the Flagler County Government Services Building, Board Chambers, 1769 E. Moody Blvd., Bunnell, Florida.

All affected units of general-purpose local government and the general public shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Anyone wishing to express their opinion may attend, telephone 386-313-4009 or write to: Flagler County Planning Department, 1769 E. Moody Blvd, Building 2, Bunnell, FL 32110 or email to planningdept@flaglercounty.gov. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the Planning and Zoning Department at 386-313-4009 at least 48 hours prior to the meeting.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT THE MEETING, A RECORD OF THE PROCEEDINGS MAY BE NEEDED AND, FOR SUCH PURPOSES, THE PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH APPEAL IS TO BE BASED.

L#7189763 April 21, 2022 11