Flagler County
Board of County Commissioners
Agenda
December 3, 2018 • 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: None

5. 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.

6. Consent: Constitutional Officers: 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.

7-b) Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricane Irma.

7-c) Consideration of a Revision to the 2019 Flagler County Board of County Commission Meeting Schedule: Request the Board approve the Revised 2019 Flagler County Board of County Commission meeting schedule with only one meeting in both January and July.

7-d) Consideration of Reappointment to the Contractor Review Board: Request the Board approve the reappointment of Mr. William Sink as the Licensed Mechanical or Air Conditioning Contractor representative on the Contractor Review Board for a four-year term.

7-e) Consideration of Bid Award 19-015B to Knight Jon Boy and United Site Services of Florida, LLC for Portable Toilet Rental: Request the Board approve Bid Award 19-015B to Knight Jon Boy and United Site Services of Florida, LLC for Portable Toilet Rental for a term of award of two (2) years with the option of one (1) additional (2) year renewal and authorize the County Administrator to issue purchase orders.
7-f) **Consideration of Work Authorization No. WA-1 under Request for Statement of Qualifications (RSQ) #18-027Q to MetaWorld Civil Consulting, LLC, in the amount of $75,000 for the design and permitting of Aviation Drive Reconstruction at the intersection of State Road 100:** Request the Board approve and authorize the chair to execute Work Authorization No. WA-1 under RSQ# 18-027Q to MetaWorld Civil Consulting, LLC, in the amount of $75,000 for the design and permitting of Aviation Drive Reconstruction at the intersection of State Road 100 as approved to form by the County Attorney and approved by the County Administrator, and approve Budget Transfer 19-105.

7-g) **Consideration of a Resolution Adopting the Title VI Plan for Flagler County Public Transportation:** Request the Board approve the Resolution authorizing the approval and submission of the Flagler County Title VI Plan for Public Transportation.

7-h) **Approval of a Resolution Accepting the 2019-2022 Local Housing Assistance Plan (LHAP) Housing Incentive Strategies and Authorization to Submit to the Florida Housing Finance Corporation:** Request the Board approve the Resolution accepting the Local Housing Assistance Plan Housing Incentive Strategies and authorize the submission to the Florida Housing Finance Corporation.

7-i) **Consideration of Fiscal Year 2018-19 Half-Cent Sales Tax Fund (311) and Municipal Services Planning & Zoning Fund (180) transfers from Reserves for Project and Purchase Order Roll Over:** Request the Board approve budget transfers #19-103 in the amount of $10,000 from Half-Cent Sales Tax Fund (311) with a Reserve balance of $3,931,559 and #19-104 in the amount of $38,872 from Municipal Services Planning & Zoning Fund (180) with a Reserve balance of $428,782.

7-j) **Consideration of Interlocal Agreement between Flagler County and the City of Palm Coast for E911 System (Addressing) and the 911 Automatic Location Database:** Request the Board approve Interlocal Agreement with the City of Palm Coast for E911 System and 911 Automatic Location Database Maintenance and authorize the Chairman to execute the agreement as approved to form by the County Attorney and approved by the County Administrator.

7-k) **Consideration of an Interlocal Agreement with the City of Palm Coast replacing a 2009 Interlocal Agreement relating to City joining the County 800 MHz system and subsequently, the City’s Participation in Expansion and Upgrading of the Countywide 800 MHz Emergency Communication System:** Request the Board approve and authorize the chair to execute the Interlocal Agreement with the City of Palm Coast related to Emergency Services Communications as approved to form by the County Attorney and approved by the County Administrator.

7-l) **Consideration of Request for Educational Facilities Impact Fee Exemption for Huntington Woods at Huntington Village Phases I and II (a/k/a Huntington Woods):** Request the Board approve the Resolution granting the exemption for the collection of the Educational Facilities Impact Fee within Huntington Woods at Huntington Village Phases I and II.
8. **General Business:** *Presentations limited to 15 minutes with public comments limited to 3 minutes per speaker.*

   8-a) **Consideration of the Board of County Commissioners 2019 Committee Assignments:** Request the Commission approve the Commissioners 2019 Committee Assignments.

   8-b) **Consideration of an Interlocal Agreement with the City of Palm Coast For Water and Wastewater Services Capacity and Services for Old Kings Road South as a First Step in Working Towards a Larger Utility Master Plan Between the City and County and local Property Owners/Developers:** Request the Board approve and authorize the chair to execute the Interlocal Agreement between the City of Palm Coast and Flagler County regarding Water and Wastewater Services for Old Kings Road South as approved to form by the County Attorney and approved by the County Administrator.

9. **Public Hearings:** None

10. **Additional Reports and Comments:**

    10-a) **County Administrator Report/Comments**

    10-b) **County Attorney Report/Comments**

    10-c) **Commission Action**

    10-d) **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-e) **Commission Reports/Comments**

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.
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: December 3, 2018

OVERVIEW/SUMMARY: On October 3, 2016, Governor Scott issued Executive Order No. 16-230 declaring a state of emergency in the State of Florida due to Hurricane Matthew. The following day, on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Matthew struck the County on October 7 devastating the entire coastline of the County, downing many trees countywide, damaging hundreds of homes and knocking out electricity for the vast majority of residents. As a result, on October 11, 2016 and every seventh day thereafter, the Chair, by Proclamation, extended the state of local emergency for additional seven day periods as the County continues the process of recovery. The damaged dune system and severe erosion of the beach makes public infrastructure and neighborhoods on the barrier island vulnerable to storm and tidal events. The coastline remains in disrepair with damaged dunes and much of A1A in Flagler Beach in need of a long term solution.

The County has completed installation of seawalls in Painters Hill and is conducting a dune restoration project by repairing dune walkovers and installing an emergency berm along much of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. In addition, the County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, the County has implemented an educational campaign called, "Dodge the Dunes," to protect the emergency berm and new dune vegetation.

FUNDING INFORMATION: N/A

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

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, 11/20/2018
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 11/27/2018

Craig Coffey, County Administrator

Date

26 Nov 2018
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)

WHEREAS, based on the recommendation of the Public Safety Emergency Manager, the Sheriff, and the County Administrator in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida issued a Proclamation declaring a state of local emergency, dated October 4, 2016; 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, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods; 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 scaring 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, the County has installed a seawall in Painters Hill and is actively engaged in the installation of an emergency protective berm along the dune in most of unincorporated Flagler County; and

WHEREAS, the County has repaired dune crossovers and installed specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm, and Emergency Order 2018-03 preventing pedestrian and equestrian traffic on the dunes and emergency protective berm, all in order to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and recently installed seawalls in Painters Hill in order, in part, to validate the use of public resources for the
emergency repairs in light of new state law governing customary use of the beaches; and

WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, "Dodge the Dunes"; 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; 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 20th day of November 2018.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Donald O'Brien Jr., Chair

CONCURRENCE:

Craig M. Caffey, County Administrator

Jonathan Lord, Emergency Management Chief

APPROVED AS TO FORM:

Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricane Matthew)

WHEREAS, based on the recommendation of the Public Safety Emergency Manager, the Sheriff, and the County Administrator in preparation for the imminent impact of Hurricane Matthew on Flagler County, the Chair of the Board of County Commissioners of Flagler County, Florida issued a Proclamation declaring a state of local emergency, dated October 4, 2016; 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, on October 11, 2016, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency for additional seven day periods; 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 scarring 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, the County has installed a seawall in Painters Hill and is actively engaged in the installation of an emergency protective berm along the dune in most of unincorporated Flagler County; and

WHEREAS, the County has repaired dune crossovers and installed specialized mats over the emergency protective berm at certain beach access points for pedestrian and authorized vehicular traffic; and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm, and Emergency Order 2018-03 preventing pedestrian and equestrian traffic on the dunes and emergency protective berm, all in order to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and recently installed seawalls in Painters Hill in order, in part, to validate the use of public resources for the
emergency repairs in light of new state law governing customary use of the beaches; and

WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, "Dodge the Dunes"; 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; 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 27th day of November 2018.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald O'Brien Jr., Chair

CONCURRENCE:

Craig M. Coffey, County Administrator

APPROVED AS TO FORM:

Jonathan Lord, Emergency Management Chief

Al Hadeed, County Attorney
SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Irma.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: On September 4, 2017, Governor Scott issued Executive Order No. 17-235 declaring a state of emergency in the State of Florida due to Hurricane Irma. The following day, on the recommendation of the Public Safety Emergency Manager and the County Administrator, the Chair issued a Proclamation declaring a state of local emergency. The declared state of emergency allows the County to bypass normal protocols, for example regarding procurement, to the extent necessary to address the emergency. By law, the Proclamation may only last for seven days but may be renewed as needed. Under Section 12-34 of the County Code of Ordinances, actions of the County Administrator pursuant to a declared state of local emergency must be reported to the Board as soon as practical under the circumstances.

Hurricane Irma struck the County on September 11, 2017 flooding and damaging hundreds of homes, knocking out electricity for the vast majority of residents, and damaging an already compromised dune system on the barrier island. As a result, on September 12, 2017 and every seventh day thereafter the Chair, by Proclamation, extended the state of local emergency for additional seven-day periods as the County continues the process of recovery. The Board has ratified each of the Proclamations at regular meetings.

As part of the recovery, the County has repaired dune crossovers and other public infrastructure along the coastline and installed seawalls in Painters Hill. The County is also conducting a dune restoration project by installing an emergency berm along most of the coastline. The County has established special assessment districts to recoup some of the costs of the seawall and dune restoration projects. The County has passed an ordinance recognizing the right of customary use of the beach by the public, including privately owned portions of the beach benefitting from the dune restoration project. Finally, to protect the berm and new dune vegetation, the County has implemented an educational campaign called, “Dodge the Dunes.”

FUNDING INFORMATION: N/A

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

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

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Irma, 11/20/2018

Craig Coffey, County Administrator

Date

26 Nov 2018
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING THE
STATE OF LOCAL EMERGENCY
(Hurricane Irma)

WHEREAS, based on the recommendation of the Emergency Management
Chief and the County Administrator concerning the potential impact of Hurricane
Irma on Flagler County, the Chair of the Board of County Commissioners of Flagler
County issued a Proclamation declaring a state of local emergency on September 5,
2017; and

WHEREAS, Hurricane Irma struck Flagler County on September 11, 2017,
further scarping the dune system of the county already badly damaged by Hurricane
Matthew in 2016, also flooding hundreds of homes and nearly collapsing beachfront
homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, on September 12, 2017, and every seventh day thereafter,
based on the further recommendation of the County Administrator and the
Emergency Management Chief, the Chair of the Board of County Commissioners
extended the state of local emergency declared for Flagler County for additional
seven day periods; and

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

WHEREAS, the County has repaired dune crossovers and constructed
seawalls in Painters Hill, and is installing an emergency protective berm along the
dune in most of unincorporated Flagler County; and

WHEREAS, to accommodate the critical time table for these recovery efforts,
the County has adopted a procurement process under its emergency powers; and

WHEREAS, the Board of County Commissioners passed an ordinance in July
2018 recognizing the customary use of the beaches by the public, including privately
owned portions of the beaches adjacent to the emergency berm and seawalls in
Painters Hill in order, in part, to validate the use of public resources for the
emergency repairs in light of new state law governing customary use of the beaches;
and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving
on the dunes and the emergency protective berm, and Emergency Order 2018-03
preventing pedestrian and equestrian traffic on the dunes and emergency protective
berm, all in order to preserve the structural integrity of the berm to allow dune
vegetation to take root and prevent erosion; and
WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, "Dodge the Dunes"; 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 to facilitate these activities—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 September 5, 2017, 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 September 5, 2017, 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 20th day of November 2018.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Donald O'Brien Jr., Chair

CONCURRENCE:

Craig M. Coffey
Craig M. Coffey, County Administrator

APPROVED AS TO FORM:

Jeff Hester
Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING THE
STATE OF LOCAL EMERGENCY
(Hurricane Irma)

WHEREAS, based on the recommendation of the Emergency Management Chief and the County Administrator concerning the potential impact of Hurricane Irma on Flagler County, the Chair of the Board of County Commissioners of Flagler County issued a Proclamation declaring a state of local emergency on September 5, 2017; and

WHEREAS, Hurricane Irma struck Flagler County on September 11, 2017, further scarring the dune system of the county already badly damaged by Hurricane Matthew in 2016, also flooding hundreds of homes and nearly collapsing beachfront homes in the Painters Hill area of unincorporated Flagler County; and

WHEREAS, on September 12, 2017, and every seventh day thereafter, based on the further recommendation of the County Administrator and the Emergency Management Chief, the Chair of the Board of County Commissioners extended the state of local emergency declared for Flagler County for additional seven day periods; and

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

WHEREAS, the County has repaired dune crossovers and constructed seawalls in Painters Hill, and is installing an emergency protective berm along the dune in most of unincorporated Flagler County; and

WHEREAS, to accommodate the critical time table for these recovery efforts, the County has adopted a procurement process under its emergency powers; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches by the public, including privately owned portions of the beaches adjacent to the emergency berm and seawalls in Painters Hill in order, in part, to validate the use of public resources for the emergency repairs in light of new state law governing customary use of the beaches; and

WHEREAS, the County issued Emergency Order 2018-02, prohibiting driving on the dunes and the emergency protective berm, and Emergency Order 2018-03 preventing pedestrian and equestrian traffic on the dunes and emergency protective berm, all in order to preserve the structural integrity of the berm to allow dune vegetation to take root and prevent erosion; and
WHEREAS, to compliment these engineering and regulatory measures, the County is conducting an educational campaign to protect the fragile dune system entitled, "Dodge the Dunes"; 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 to facilitate these activities—all with the goal of mitigating future losses.

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2. All emergency powers authorized by the Proclamation of September 5, 2017, 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 27th day of November 2018.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald O'Brien Jr., Chair

CONCURRENCE:

Craig M. Coffey, County Administrator

APPROVED AS TO FORM:

Jonathan Lord, Emergency Management Chief

Al Hadeed, County Attorney
SUBJECT: Consideration of a Revision to the 2019 Flagler County Board of County Commission Meeting Schedule.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: Staff is requesting the board approved the revised Board of County Commissioners meeting schedule. The requested changes are as follows:

- Cancel Monday, January 7, 2019
- Cancel Tuesday, January 22, 2019
- Cancel Monday, July 1, 2019
- Add Monday, January 14, 2019

In the previous years, the Board has chosen to lighten their meeting schedule to one meeting in January and July due to budget meetings, vacation schedules, and holidays.

FUNDING INFORMATION: N/A

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

RECOMMENDATION: Request the Board approve the Revised 2019 Flagler County Board of County Commission meeting schedule with only one meeting in both January and July.

ATTACHMENTS:
1. Revised 2019 Flagler County Board of County Commission Meeting Schedule

Craig M. Coffey, County Administrator

Date
### 2019 Commission Meeting Schedule

<table>
<thead>
<tr>
<th>Time</th>
<th>Meeting Date</th>
<th>Meeting Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>9:00 a.m.</td>
<td>* Monday, January 22, 2019</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>4:00 p.m.</td>
<td>* Monday, January 7, 2019</td>
<td>Workshop</td>
</tr>
<tr>
<td>5:00 p.m.</td>
<td>* Monday, January 14, 2019</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>9:00 a.m.</td>
<td>Monday, February 4, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, February 4, 2019</td>
<td>Workshop</td>
</tr>
<tr>
<td>5:00 p.m.</td>
<td>Monday, February 18, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>Monday, March 4, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, March 4, 2019</td>
<td>Workshop</td>
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<tr>
<td>5:00 p.m.</td>
<td>Monday, March 18, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>Monday, April 1, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, April 1, 2019</td>
<td>Workshop</td>
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<td>5:00 p.m.</td>
<td>Monday, April 15, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>Monday, May 6, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, May 6, 2019</td>
<td>Workshop</td>
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<tr>
<td>5:00 p.m.</td>
<td>Monday, May 20, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>Monday, June 3, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, June 3, 2019</td>
<td>Workshop</td>
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<tr>
<td>5:00 p.m.</td>
<td>Monday, June 17, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>* Monday, July 1, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, July 1, 2019</td>
<td>Workshop</td>
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<tr>
<td>5:00 p.m.</td>
<td>Monday, July 15, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>Monday, August 5, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, August 5, 2019</td>
<td>Workshop</td>
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<tr>
<td>5:00 p.m.</td>
<td>Monday, August 19, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>Wednesday, September 4, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Wednesday, September 4, 2019</td>
<td>Workshop</td>
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<td>5:00 p.m.</td>
<td>Monday, September 16, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>9:00 a.m.</td>
<td>Monday, October 7, 2019</td>
<td>Regular Meeting</td>
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<tr>
<td>1:00 p.m.</td>
<td>* Monday, October 7, 2019</td>
<td>Workshop</td>
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<tr>
<td>5:00 p.m.</td>
<td>Monday, October 21, 2019</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>9:00 a.m.</td>
<td>Monday, November 4, 2019</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>1:00 p.m.</td>
<td>* Monday, November 4, 2019</td>
<td>Workshop</td>
</tr>
<tr>
<td>5:00 p.m.</td>
<td>Monday, November 18, 2019</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>9:00 a.m.</td>
<td>Monday, December 2, 2019</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>1:00 p.m.</td>
<td>* Monday, December 2, 2019</td>
<td>Workshop</td>
</tr>
<tr>
<td>5:00 p.m.</td>
<td>Monday, December 16, 2019</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

**Bold & Underlined** meeting date indicates a change from the normal schedule due to a holiday conflict.

Regular Meeting Location: 1769 E. Moody Blvd, Bldg 2, Board Chambers, Bunnell, FL 32110

Workshop Meeting Location: 1769 E. Moody Blvd, Bldg 3, EOC Training Rooms, Bunnell, FL 32110

*Meeting Date is Tentative: A cancellation notice will be posted if meeting will not be needed.

REVISION Submitted for Approval the Board of County Commissioners December 3, 2018
SUBJECT: Consideration of Reappointment to the Contractor Review Board.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: The Commission has received a request for reappointment to the Contractor Review Board from Mr. William Sink, in the category of a “Licensed Mechanical or Air Conditioning Contractor”.

The Contractor Review Board assists the Board of County Commissioners in administration of Ordinance 2007-10. The Contractor Review Board has the power and authority to discipline authorized or certified contractors when the parameters of the Ordinance are violated.

There are 10 members on the Contractor Review Board, seven of which represent various licensed trades with the remaining three members representing consumers. All members serve four-year terms. There are currently four vacancies on this Board in the classification of a Roofing Contractor; a Plumbing Contractor; Engineer/Architect; and a Licensed Mechanical or Air Conditioning Contractor. These positions have been advertised in the News-Tribune consistently as well as on the County’s website, FlaglerCounty.org.

Mr. Sink has attended seven of the eight meetings of the Contractor Review Board over the last year. Mr. Sink is a Flagler County resident and registered voter. Should additional applications be received, they will be presented to the Board prior to the start of the meeting. Applications for the remaining vacancies will be presented to the Board upon receipt.

FUNDING INFORMATION: N/A


RECOMMENDATION: Request the Board approve the reappointment of Mr. William Sink as the Licensed Mechanical or Air Conditioning Contractor representative on the Contractor Review Board for a four-year term.

ATTACHMENTS:
1. Request for Reappointment from Mr. William Sink
2. Contractor Review Board Attendance Record

Craig M. Coffey, County Administrator 27 Nov 2018 Date
October 12, 2018

Mr. William N. Sink
6350 S. US Highway 1
Bunnell, FL 32110

Dear Mr. Sink:

Thank you for serving as a member of the Flagler County Contractor Review Board representing Licensed Mechanical or Air Conditioning Contractors. The time and effort you have put forth as part of this board has been appreciated and not gone unnoticed. You may be aware that your appointment as a member of this Board expires on November 17, 2018.

We would, therefore, appreciate it if you could indicate in the space provided below if you wish the Board of County Commissioners to consider your reappointment on this committee. Also feel free to attach a resume and other information relative to your qualifications to continue to serve on this Board. In addition, a short statement addressed to the County Commission with the reasons you would like to be reconsidered for this position, and what you think you have contributed to the discussions, is always appreciated by the Commission. Once completed, you can simply return the application and other information to my attention for processing. The blank application form has been enclosed for your use. Please return this letter and your updated application form to my attention by October 22, 2018.

The procedure that is followed when appointments are due for renewal is to inquire of the incumbent of their interest in continuing on the board, as well as advertise the position in the local newspaper. Both your response and any response received from the public will then be presented to the Board of County Commissioners at their November 5, 2018 meeting.

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

Sincerely,

Christie L. Mayer, CPS/CAP
Executive Administrative Assistant

Please consider my reappointment  
1 do not wish to be reappointed

Signature: ____________________________

<table>
<thead>
<tr>
<th>Charles Ericksen, Jr.</th>
<th>Greg Hansen</th>
<th>David Sullivan</th>
<th>Nate McLaughlin</th>
<th>Donald O'Brien</th>
</tr>
</thead>
<tbody>
<tr>
<td>District 1</td>
<td>District 2</td>
<td>District 3</td>
<td>District 4</td>
<td>District 5</td>
</tr>
</tbody>
</table>
Flagler County Board of County Commissioners
General Application for Volunteer Advisory Boards and Committees

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

Name: William Sink  Date: 11-26-18

Mailing Address: 10350 S. U.S. Hwy 1 Bunnell 32110

Physical Address: same as above

County of Residence: Flagler  Voter ID: 

Home Phone:  Cell Phone: 386-931-3835 Fax: 

Email: icecoldairnow@yahoo.com  Years in Flagler: 48

Advisory Boards or Committees Applying For: Flagler County Contractor review board

Describe your training and / or experience that would make you a good fit for this position: Florida Licensed HVAC Contractor.

Education: AA Business Management
Business (name & type): Ice Cold Air A/C Contractor

Business Address: 60350 S. US Hwy 1 Bunnell, FL 32110

Business Phone: 386-931-3835 Position: Owner

Professional Organizations:

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

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

Advisory Board / Committee Dates Served

Flagler Co Contractor Review Board 11-14 - present

References may be secured from the following individuals:

1. Name: Mark Roice Phone: 386-566-7010
2. Name: __________________________ Phone: ________________
3. Name: __________________________ Phone: ________________

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

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.
Flagler County Contractor Review Board  
*Member Attendance Record*  
*Year 2018*

<table>
<thead>
<tr>
<th>Member Name</th>
<th>1/17/18</th>
<th>2/21/18</th>
<th>3/21/18</th>
<th>4/18/18</th>
<th>5/16/18</th>
<th>6/20/18</th>
<th>7/18/18</th>
<th>8/15/18</th>
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<td>X</td>
<td>X</td>
<td>C</td>
<td>C</td>
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<tr>
<td>Robert Thomasey</td>
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<td>Frank Dudley **</td>
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<td>X</td>
<td>E</td>
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<tr>
<td>William Sink</td>
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<td>X</td>
<td>X</td>
<td>C</td>
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<tr>
<td>Jill Snyder</td>
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<td>C</td>
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<tr>
<td>James Wingo</td>
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<tr>
<td>Glenn Torre</td>
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<tr>
<td>Howard Edgin</td>
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<td>E</td>
<td>X</td>
<td>C</td>
<td>C</td>
<td></td>
</tr>
</tbody>
</table>

*Chairman**  
**Vice Chairman**

\[X = \text{Present} \quad A = \text{Absent} \quad E = \text{Excused} \quad C = \text{Cancelled}\]

A quorum will be 6 members
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7e

SUBJECT: Consideration of Bid Award 19-015B to Knight Jon Boy and United Site Services of Florida, LLC for Portable Toilet Rental.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the Flagler News Tribune as well as publicly broadcast on www.publicpurchase.com. ITB 19-015B requested bids from vendors to provide rental, services and maintenance of enclosed-type, chemical, portable toilets, single and handicap accessible, and wash stations for various locations in the County.

On November 14, 2018, the County received two (2) responses as detailed on the attached tabulation sheet. Staff reviewed the bids for conformity to specifications as well as to the terms and conditions outlined in the bid documents.

Staff recommends the award to both respondents, Knight Jon Boy and United Site Services of Florida, LLC. This will provide the County with the ability to issue individual purchase orders, on an as needed basis, based upon the lowest price for the specific devices needed, inventory availability of specific devices and ability to meet schedule and delivery needs.

The total amount of the bid award for each contract is estimated not to exceed $25,000.00 annually for necessary day to day operations such as special events, County construction sites, during certain emergencies, etc. Expenditures relating to Capital Projects may exceed this annual amount and will be presented to the Board for approval as part of the specific project budget.

FUNDING INFORMATION: Funds will be identified on each purchase order issued.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062

RECOMMENDATIONS: Request the Bcard approve Bid Award 19-015B to Knight Jon Boy and United Site Services of Florida, LLC for Portable Toilet Rental for a term of award of two (2) years with the option of one (1) additional (2) year renewal and authorize the County Administrator to issue purchase orders.

ATTACHMENTS:
1. Bid Tabulation

Craig M. Coffey, County Administrator

Date 27 Nov 2018
**FLAGLER COUNTY, FLORIDA**  
**BID TABULATION SHEET**

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

**BID NUMBER:** 19-0158

**BID TITLE:** Portable Toilet Rental

**Opening Date/Time:** Wednesday, November 14, 2018, 3:00pm

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price ($)</th>
<th>Response 1</th>
<th>Unit Price ($)</th>
<th>Response 2</th>
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<td>Day</td>
<td>$60.00</td>
<td>$60.00</td>
<td>$44.10</td>
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<tr>
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<td>$65.00</td>
<td>$59.85</td>
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</tr>
<tr>
<td>Rental of Standard Portable Toilet</td>
<td>Week</td>
<td>$70.00</td>
<td>$70.00</td>
<td>$59.85</td>
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<tr>
<td>Rental of Standard Portable Toilet</td>
<td>Month</td>
<td>$70.00</td>
<td>$70.00</td>
<td>$70.35</td>
<td></td>
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<tr>
<td>Rental of Standard Portable Toilet with Hand Washing</td>
<td>Day</td>
<td>$85.00</td>
<td>$85.00</td>
<td>$70.35</td>
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<tr>
<td>Rental of Standard Portable Toilet with Hand Washing</td>
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<tr>
<td>Rental of Standard Portable Toilet with Hand Washing</td>
<td>Week</td>
<td>$85.00</td>
<td>$85.00</td>
<td>$105.00</td>
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<td>$138.60</td>
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<td>$66.15</td>
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<td>Portable Hand Wash Station</td>
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<tr>
<td>Portable Hand Wash Station</td>
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<td>$45.15</td>
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<tr>
<td>Portable Hand Wash Station</td>
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<td>$80.00</td>
<td>$68.25</td>
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<tr>
<td>Service Call (Portable Toilets)</td>
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<td>$25.00 Weekdays</td>
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<td>(Additional cleaning over 2x per week)</td>
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<td>$100.00 Weekends</td>
<td>$100.00 Weekends</td>
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Opened and Tabulated by: Irene M Lopez, Procurement Analyst  
Kris Collora, Purchasing Manager
SUBJECT: Consideration of Work Authorization No. WA-1 under Request for Statement of Qualifications (RSQ) #18-027Q to MetaWorld Civil Consulting, LLC, in the amount of $75,000 for the design and permitting of Aviation Drive Reconstruction at the intersection of State Road 100.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: Flagler County is proposing intersection improvements at Aviation Drive and State Road 100, along with the reconstruction of Aviation Drive south of the intersection with SR 100 for a distance of approximately 700'. A right turn lane will be added in the north bound direction of Aviation Drive and the south bound lane will be widened to provide two lanes. The project is for the design of all related improvements.

Drainage and grading activities may include but are not limited to reconstruction of roadside slopes due to road widening and treatment requirements, as well as re-establishing existing drainage flow paths. Landscaping and irrigation will be included as part of the final design of the reconfigured roadway connection to State Road 100.

FUNDING INFORMATION: Funding for the design of this project, in the amount of $75,000 has been identified within the Transportation Impact Fees Old East Fund (130) Reserves. Funding will be appropriated with the approval of the attached Budget Transfer 19-105. The reserve balance will be $2,647,702 after the transfer.

DEPT., CONTACT, PHONE: Faith Alkhatib, P.E. Engineering Department (386) 313-4045

RECOMMENDATION: Request the Board approve and authorize the chair to execute Work Authorization No. WA-1 under RSQ# 18-027Q to MetaWorld Civil Consulting, LLC, in the amount of $75,000 for the design and permitting of Aviation Drive Reconstruction at the intersection of State Road 100 as approved to form by the County Attorney and approved by the County Administrator, and approve Budget Transfer 19-105.

ATTACHMENTS:
1. Work Authorization No. WA-1
2. Budget Transfer 19-105

Craig M. Coffey, County Administrator

27 Nov 2018
WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO. RSQ-18-027Q
Work Authorization No. WA-1

This Work Authorization No. WA-1 establishes the Scope of Services and Compensation for specific work to be performed by MetaWorld Civil Consulting, LLC, “CONSULTANT” under FLAGLER COUNTY Contract No. RSQ-18-027Q.

Project Summary:
Flagler County is proposing intersection improvements at State Road 100 and Aviation Drive, along with the reconstruction of Aviation Drive south of the intersection with SR 100 for a distance of approximately 700’. A right turn lane will be added in the north bound direction of Aviation Drive and the south bound lane will be widened to provide two lanes. The project is for the design of all related improvements.

Drainage and grading activities may include but are not limited to reconstruction of roadside slopes due to road widening and treatment requirements, as well as re-establishing existing drainage flow paths.

I. Scope of Services:

A. Project Kick-off and Concept Planning
Upon the Notice to Proceed by Flagler County, CONSULTANT shall coordinate an initial project kick-off meeting with Flagler County. This kick-off meeting will include discussion on the project goals, scope, and schedule.

CONSULTANT will initiate the surveying, geotechnical and environmental work soon after the kick-off meeting. Upon receipt of the survey, geotechnical and environmental data, CONSULTANT will do an internal review and prepare a Concept Plan of the improvements, including the typical roadway section(s) and conceptual cost estimate. The purpose of this Concept Plan will be to identify any areas which may pose a problem meeting the Florida Department of Transportation (FDOT) Greenbook Standards. The construction project will be designed to meet FDOT Greenbook standards unless deemed otherwise by CONSULTANT as the Engineer of Record. CONSULTANT will provide recommendations should this issue arise for County review, concurrence and documentation.

Following CONSULTANT’s internal review and quality control check, CONSULTANT will conduct a meeting with the County staff to review the Concept Plans and discuss overall design issues. CONSULTANT will provide an electronic copy of the plans at least one week prior to the meeting for County review and comment. Following the Concept Plan review meeting, CONSULTANT will proceed with the 30% design incorporating County comments.

B. 30% Submittal
CONSULTANT shall prepare and deliver a conceptual layout plans and typical roadway section(s) to Flagler County for review at least one week prior to meeting with the County. The County can then determine whether a 30% meeting is necessary, and if desired, CONSULTANT will meet with the County to review the conceptual plans. The County comments shall be incorporated into the 60% plans.
C. 60% Submittal
CONSULTANT shall prepare and deliver 60% plans, preliminary specifications, and an associated construction cost estimate to Flagler County for review at least one week prior to meeting with the County. CONSULTANT will meet with the County to review the 60% plans. The County comments shall be incorporated into the 90% plans.

Plans shall include detail sufficient to clearly demonstrate the design intent, satisfy permit requirements, obtain FDOT approvals, and shall include at a minimum:

- Horizontal planimetric view of entire roadway at no greater than 1" = 40' on scalable 11” x 17” plan sheets;
- Additional detail at intersections and areas of special interest;
- Pavement section design and detail (meeting MUTCD standards in addition to FDOT Greenbook);
- Structural calculations summarizing the impacts of moving signal heads to FDOT standards;
- Grading and drainage improvements;
- Pavement marking and signage;
- Roadway Cross sections every 100’;
- MOT Details.

D. 90% Submittal
CONSULTANT shall prepare and deliver 90% plans, specifications, and an associated construction cost estimate to Flagler County for review at least one week prior to meeting with the County. CONSULTANT will meet with the County to review the 90% plans. The County comments shall be incorporated into the 100% Construction plans.

E. 100% Construction Plans
CONSULTANT shall prepare and deliver 100% Construction plans, specifications and associated construction cost estimate to Flagler County. CONSULTANT shall conduct a Final Plan meeting with Flagler County.

F. Environmental Services
At the direction and supervision of CONSULTANT, Environmental Services, Inc. a sub-consultant to CONSULTANT shall provide environmental support services to CONSULTANT for this project (for some but not all environmental permitting requirements of the project).

1) Environmental Assessment and St. John’s River Water Management District (SJRWMD) Permitting
CONSULTANT will visit the site to conduct a cursory environmental site assessment, noting any wetland areas and protected species observed. A short letter report discussing the project area and the potential impacts to wetlands and protected species will be provided. along with a location map and natural resources map. Depending on the extent of the project’s proposed wetland and surface water impacts, this report may be sufficient for a SJRWMD Application. The wetlands will be flagged for the Project Surveyors to pick up.
Because the project would be considered a re-construction project, Aviation Drive south of the intersection would be required to meet stormwater treatment requirements. Depending on whether or not wetlands exist, the project may or may not be eligible for the 10/2 General Permit. CONSULTANT shall coordinate with SJRWMD for wetlands verification and to determine whether or not a 10/2 General Permit will be allowed, and whether or not an Individual Environmental Resource Permit (ERP) will be required.

If required, CONSULTANT shall apply for a SJRWMD ERP Permit and shall submit the 60% plans to SJRWMD for stormwater review, pay applicable fees, and respond to RAI’s as needed to satisfy the reviewing agencies at no additional cost to the County. Review agency comments shall be incorporated into the 90% plans. Otherwise, the 10/2 General Permit will be submitted along with the 100% plans.

2) US Fish and Wildlife Service (USFWS) Concurrence Letter
CONSULTANT will assist in requesting a concurrence letter from USFWS regarding the “effect determinations” of protected species. CONSULTANT will submit a report to the USFWS that details the potential for protected species to occur onsite and the project’s potential impacts on protected species. CONSULTANT will communicate with USFWS staff to determine if any additional information is required.

G. Bid Services and Design Support Services
1. Bid Services
Flagler County will be responsible for preparing the Bid Documents and the Consultant will review and provide comments.

Flagler County will be responsible for advertising and providing the bidders a copy of the bid documents. CONSULTANT shall attend the pre-bid meeting to address technical questions which may arise during the pre-bid meeting. CONSULTANT shall prepare formal responses to RAI’s throughout the bidding period. Consultant will assist with bid evaluation and provide a recommendation of award.

2. Design Support Services
Following award of the construction contract, CONSULTANT will provide design support services to answer contractor RFI’s and resolve design issues to assist the County in eliminating potential change orders throughout construction. It is understood this service is not a full time Construction Administration service but to provide assistance as needed to assist the County with design issues and on plan clarification matters. No additional payment will be made for this support service.

For this project, it may be that the construction will need to occur in phases depending on the funding available and the ultimate construction estimate. This contract item refers to either the whole project, or the first phase of the project, depending on the chosen approach.
H. Geotechnical Services
At the direction and supervision of CONSULTANT, Universal Engineering Sciences (UES), a sub-consultant to CONSULTANT shall provide design geotechnical services for CONSULTANT for this project and shall include enough detail to complete the design and permitting services described herein and shall at a minimum include the following:

1. Field Exploration
   Based upon information provided CONSULTANT will perform four (4) auger borings to a depth of 6 feet in the proposed widening areas.

2. Laboratory Testing
   Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the borings. The testing will be performed to help classify the soils encountered by the exploration, help determine their strength/compressibility characteristics and assess their suitability for use in the proposed construction.

3. Engineering Services
   A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide an engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction. The results of the recommended exploration and engineering study will be presented in a report containing the following:
   • A brief discussion of our understanding of the planned construction;
   • A presentation of the field and laboratory test procedures used and the data obtained;
   • A discussion of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction;
   • A description of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary);
   • A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned pavement construction; and
   • Recommendations for the required site preparation, earthwork construction, and proposed roadway cross section(s).
I. Surveying Services
Sliger & Associates, Inc. shall provide surveying services for CONSULTANT for this project. These services will include enough detail to complete the design and permitting services described herein and shall at a minimum include the following:
- The apparent right-of-way lines will be determined and shown;
- Index trees and specimen trees as defined in the Flagler County LDC that are within 15' of the proposed edge of pavement shall be located and labeled on the plans;
- Marks set by the biologist for wetland flags;
- Soil boring locations;
- Wetland /surface water lines as verified by applicable permitting agencies;
- A centerline will be shown with control points set as references with a maximum of 1000 feet between points. Coordinates and elevations will be shown on the control points; and
- The survey will be performed in NAD 83 Florida East Zone grid system also known as State Plane Coordinates. Elevations will be in NAVD 1988 datum.

J. Landscape & Irrigation Design Services
Castle Bay Design + Studio, LLC shall provide landscape and irrigation design services for CONSULTANT for this project. CONSULTANT shall prepare landscape plans suitable for construction identifying all proposed landscape elements under this median landscape improvement project using the adjacent Bulldog Drive landscape character as a basis of design. More specifically, the landscape construction documents shall provide for full layout, specification and detailing for all proposed landscape material. CONSULTANT shall provide median irrigation design, specification, and detailing for all proposed landscape material mentioned above, including complete layout for heads, valves, piping, sleeving and control devices in coordination with the Client/engineer selected water source.

II. Project Deliverables
A. 30% Submittal - The Consultant will provide two (2) copies of the following in the format specified:
   - 30% plans on 11” x 17” – For this project, 30% is considered to be a layout of all improvements.
B. 60% Submittal - The Consultant will provide two (2) copies of the following in the format specified:
   - 60% plans on 11” x 17” – For this project, 60% is considered to be a fully designed plan, complete with any grading and/or ancillary construction requirements.
   - 60% design documentation on 8.5” x 11”, including calculations
   - Preliminary Technical Specifications
   - 60% opinion of probable construction costs
C. 90% Submittal - The Consultant will provide two (2) copies of the following in the format specified:
   - 90% plans on 11” x 17” – For this project, 90% is considered to be a fully designed construction set, including any efforts necessary for utility relocation, if necessary.
   - 90% design documentation in 8.5” x 11”, including calculations
   - Technical Specifications
   - 90% opinion of probable construction costs
D. 100% Submittal - The Consultant will provide two (2) copies of the following in the format specified:
WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO. RSQ-18-027Q
Work Authorization No. WA-1

- 100% plans on 11” x 17” – signed and sealed
- 100% design documentation in 8.5” x 11”, including calculations – signed and sealed
- Technical Specifications – signed and sealed
- 100% opinion of probable construction costs – signed and sealed
- AutoCad files of final plans
- Technical specifications (final) in MS Word and PDF format
- Opinion of Probable Cost in Excel format and PDF format

A copy of the items listed for each submission will be provided on a USB drive in PDF format along with the hard copies for each submittal. The 100% submittal shall be provided on a USB drive in PDF, AutoCAD, MS Word, MS Excel, and any other electronic format used in the design effort and construction document preparation.

III. Compensation Amount

Compensation will be the LUMP SUM amount of $75,000. Payments will be made based on the verifiable percent completion of each task listed below:

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>A</td>
<td>Project Kick-off and Concept Planning</td>
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<tr>
<td>B</td>
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<tr>
<td>C</td>
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<td>D</td>
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<td>E</td>
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<td>H</td>
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<td>$1,140.00</td>
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<td>I</td>
<td>Surveying Services</td>
<td>$5,160.00</td>
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<td>J</td>
<td>Landscape/Irrigation Design Services</td>
<td>$7,370.00</td>
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Total LUMP SUM Compensation for all Tasks $75,000.00
IV. Project Schedule
Following the NTP, scheduled milestones are as follows:

- **6 Weeks after NTP** - Data Collection including Geotechnical, Environmental and Design Survey to be complete;
- **8 Weeks after NTP** - CONSULTANT to provide County with 30% Conceptual Submittal;
- **4 Weeks after 30% Comments from County** - CONSULTANT to provide County with 60% Plans Submittal;
  - Immediately after 30% Comments are received, initial contacts will be made with Utility Companies, SJRWMD, FDOT and any other stakeholders/permitting agencies. RGBs will be requested of utility companies at this time.
- **3 Weeks after 60% Comments from County** - CONSULTANT to provide County with 90% Plans Submittal;
  - Immediately after 60% Comments are received, Utility Companies will be sent plans for utility coordination. If an ERP is required of the SJRWMD, said permit application will be applied for at this time. Structural calculations along with Driveway and Drainage Permit applications will be submitted to the FDOT at this time as well.
- **3 Weeks after 90% Comments from County** - CONSULTANT to provide County with 100% Plans Submittal, complete with Utility Coordination and Permits/Pending Permit Approvals from Outside Agencies.

In total, the anticipated design and permitting schedule involves 18 weeks plus County Review time if necessary.

V. Notes

A. CONSULTANT will be responsible and liable for any assumptions included herein that are deemed to be inaccurate. Activities required for the design, permitting, and bidding documents of this project shall be provided by CONSULTANT at no additional cost to the County.

B. CONSULTANT, as the Engineer of Record for this project, is responsible and liable for the all aspects of the design including those performed by sub-consultants of CONSULTANT.

C. Should the proposed design include any flaws or mistakes, CONSULTANT shall resolve the design issues at no additional cost to the County and be financially liable for cost increases that are a direct result of a poor design.

D. CONSULTANT, is responsible for showing structural calculations to justify that signal heads can be moved/re-arranged/added on the existing mast arms. The fee proposed does not include the design of new mast-arms or any associated calculations.

E. It is not anticipated that wetlands mitigation will be required, as it is anticipated that the amount impacted, if any, will be exempt from mitigation requirements. Should it be determined that mitigation is required, the mitigation fee is not included in the fee proposed.
VI. Services Not Included
The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee.

- Rezoning, comprehensive plan amendment, variances, special exceptions, etc.
- Traffic Impact Studies
- FEMA Map Revisions or Amendments
- Arborist Services
- Construction Inspection Services
- Site lighting or structural design. It is assumed that existing lighting poles, if any, will remain or be relocated. It is also assumed that no bridge or structured design will be required.
- This proposal assumes all ditches can be relocated, or that clear zone requirements can be addressed through use of barriers or other methods of slope protection; as such, design of piped drainage systems is not included.
- Mitigation Design or Payment of Mitigation Bank Fees
- NPDES Permitting, Reporting and Inspection Services
- Relocation of Protected Species, if required.
- Mast-Arm Design of new mast-arms.

VII. The provisions of this Work Authorization No. WA-1 are subject to all terms and conditions of the above-referenced Contract.

(SIGNATURE PAGE TO FOLLOW)
WORK AUTHORIZATION

FLAGLER COUNTY CONTRACT NO. RSQ-18-027Q
Work Authorization No. WA-1

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

ATTEST:

__________________________
GAIL WADSWORTH
Clerk of the Circuit Court & Comptroller

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

__________________________
GREGORY L. HANSEN, CHAIR

(Date Signed)

RECOMMENDED:

__________________________
FAITH ALKHATIB, P.E. COUNTY ENGINEER

APPROVED—AS-TO-FORM

__________________________
AL HADEED, COUNTY ATTORNEY

(Date Signed)

ATTEST:

__________________________
[Signature]

CONSULTANT:

__________________________
Ameen Malek
Principal

(Type or Printed Name)

(Date Signed)

CORPORATE SEAL:

As authorized for execution by the Board of Flagler County Board of County Commissioners at its December 3, 2018 regular meeting.
Transfer and appropriate funds for the design and permitting of Aviation Drive Reconstruction at the intersection of State Road 100, Project #414068.

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Financial Service Director's APPROVAL __________________________ DATE: _______________________

Administrator's APPROVAL __________________________ DATE: _______________________

Board Meeting Date: __________________________ 12/3/2018

POSTED BY: __________________________ DATE POSTED: __________________________ cc: __________________________
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT/ AGENDA ITEM # 7g

SUBJECT: Consideration of a Resolution Adopting the Title VI Plan for Flagler County Public Transportation.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: During the triennial review of Flagler County Public Transportation (FCPT), the Florida Department of Transportation (FDOT) advised Flagler County of the need to adopt a Title VI Plan. Title VI of the Civil Rights Act of 1964 is designed to protect individuals from discrimination based on race, color, and national origin in programs and activities receiving federal financial assistance. Although a County plan was developed in 2017 and used for subsequent grant eligibility, the plan was not formally adopted by the Flagler County Board of County Commission. By formally adopting the plan, Flagler County will be able to continue to apply for and receive federal grant funding. More specifically, the resolution approving the Title VI Plan for submission to FDOT will continue the County’s eligibility for Section 5310, 5311 and Block Grant funds which averages approximately $500,000 per year.

The Federal Transit Administration works to ensure nondiscriminatory transportation in support of their mission to enhance the social and economic quality of life for all Americans. The FTA Office of Civil Rights is responsible for monitoring FTA recipients’ Title VI programs and ensuring their compliance with Title VI requirements.

As part of the Title VI Plan, FDOT requires that the County establish a procurement policy specifically for the transportation division in order to meet federal program requirements as a Section 5310/5311/5339 sub recipient for capital and operating expenses. While Purchasing is in the process of drafting a revised procurement policy manual, staff is seeking approval of the interim procurement guidelines that will be incorporated into the new procurement policy forthcoming approval.

FUNDING INFORMATION: N/A

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

RECOMMENDATIONS: Request the Board approve the Resolution authorizing the approval and submission of the Flagler County Title VI Plan for Public Transportation.

ATTACHMENTS:
1. Resolution 2018-
2. Flagler County Public Transportation – Title VI Plan
3. Procurement and Purchasing Policy for Title VI Plan for Flagler County Public Transportation

Craig M. Coffey
County Administrator

Date

27 NOV 2018
FLAGLER COUNTY RESOLUTION No. 2018 -

A RESOLUTION OF FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE APPROVAL AND SUBMISSION OF THE FLAGLER COUNTY TITLE VI PLAN AND ASSOCIATED PROCUREMENT AND PURCHASING POLICY AS AUTHORIZED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Flagler County is a recipient of federal financial assistance from the Florida Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

WHEREAS, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

WHEREAS, the Flagler County Public Transportation is committed to assuring that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for Flagler County to adopt the recommended Title VI Plan.

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

Section 1. In order to comply with the Title VI federal requirements, the Flagler County Board of County Commissioners ("Board") hereby approves the Title VI Program presented to the Board at its regular meeting of December 3, 2018, which is incorporated herein by this reference. The Board further approves the Procurement and Purchasing Policy for the Title VI Program, also presented to the Board at its regular meeting of December 3, 2018, which is incorporated herein by this reference.

Section 2. This Resolution shall take effect upon its adoption.

ADOPTED THIS 3rd day of December 2018.

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Donald T. O'Brien, Jr.

APPROVED AS TO FORM:

Al Hadeed, County Attorney
Flagler County Public Transportation

Title VI

November 2017
### Title VI Program Activity Log

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Title VI Program Activity Log
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APPENDIX B CURRENT SYSTEM DESCRIPTION
APPENDIX C TITLE VI PROGRAM ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER
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APPENDIX G LANGUAGE ASSISTANCE PLAN
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APPENDIX I DEMOGRAPHIC MAPS
APPENDIX J TITLE VI EQUITY ANALYSIS
1.0 Title VI/Nondiscrimination Policy Statement and Management
Commitment to Title VI Program

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

Flagler County Public Transportation assures the Florida Department of Transportation that no person shall, on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

Flagler County Public Transportation further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient’s Chief Executive Officer or authorized representative.
2. Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient’s organization and to the general public. Such information shall be published where appropriate in language other than English.
3. Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
4. Develop a complaint process and attempt to resolve complaints of discrimination against Flagler County Public Transportation.
5. Participate in training offered on the Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
7. Have a process to collect racial and ethnic data on persons impacted by the agency’s programs.
8. Submit the information required by FTA Circular 4702.1R to the primary recipients (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Signature

__________________________
Trevor Martin
Transportation Manager
2.0 Introduction & Description of Services

Flagler County Public Transportation submits this Title VI Program in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

Flagler County Public Transportation is a sub-recipient of FTA funds and provides service Flagler County. A description of the current Flagler County Public Transportation system is included in Appendix B.

Title VI Liaison
Trevor Martin
Transportation Manager
(386) 313-4189
1769 East Moody Blvd. Building 5, Bunnell, Florida 32110

Flagler County Public Transportation must designate a liaison for Title VI issues and complaints within the organization. The liaison is the focal point for Title VI implementation and monitoring of activities receiving federal financial assistance. Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by FDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender, and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.
2.1 First Time Applicant Requirements

*FTA Circular 4702.1B, Chapter III, Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another federal agency.*

Flagler County Public Transportation is not a first time applicant for FTA/FDOT funding. The following is a summary of Flagler County Public Transportation current and pending federal and state funding.

**Current and Pending FTA Funding**

1. [S307], FY 2020, $500,000.00 [Pending, Not yet applied]

**Current and Pending FDOT Funding**

1. [S311], FY 2019, $132,900, [Pending]
2. [OP Funding], FY 2019, $335,392, [Pending]

**Current and Pending Federal Funding (non-FTA)**

**Current and Pending State Funding (non-FDOT)**

1. [TD Funding], FY 2017, $354,195.00, [Current]
2. [TD Funding], FY 2018, $470,580.00, or [Pending]

During the previous three years, the Florida Department of Transportation did complete a Title VI compliance review of Flagler County Public Transportation. Flagler County Public Transportation has not been found to be in noncompliance with any civil rights requirements.
2.2 Annual Certifications and Assurances

In accordance with 49 CFR Section 21.7(a), every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with Title VI regulations. This requirement shall be fulfilled when the applicant/recipient submits its annual certifications and assurances. Primary recipients will collect Title VI assurances from sub-recipients prior to passing through FTA funds.

Flagler County Public Transportation will remain in compliance with this requirement by annual submission of certifications and assurances as required by FDOT.

2.3 Title VI Program Concurrence and Adoption

This Title VI Program received FDOT concurrence on November 14, 2017.

FTA Circular 4702.18, Chapter III, Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.
3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient’s obligations under DOT’s Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to Public

Recipients must notify the public of its rights under Title VI and include the notice and where it is posted in the Title VI Program. The notice must include:

- A statement that the agency operates programs without regard to race, color and national origin
- A description of the procedures members of the public should follow in order to request additional information on the grantee’s nondiscrimination obligations
- A description of the procedures members of the public should follow in order to file a discrimination complaint against the grantee

A sample of the notice is included in Appendix D of this Plan. The sample notice should be translated into other languages, as necessary.

3.2 Notice Posting Locations

The Notice to Public will be posted at locations to apprise the public of Flagler County Public Transportation’s obligations under Title VI and to inform them of the protections afforded them under Title VI. At a minimum, the notice will be posted in public areas of Flagler County Public Transportation’s office(s) including the reception desk and on the Flagler County Public Transportation’s website at flaglercounty.org. Additionally, Flagler County Public Transportation will post the notice on transit vehicles.
4.0 Title VI Procedures and Compliance

FTA Circular 4702.18, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.1 Complaint Procedure

Any person who believes he or she has been discriminated against on the basis of race, color, or national origin by Flagler County Public Transportation may file a Title VI complaint by completing and submitting the agency’s Title VI Complaint Form (refer to Appendix E). Flagler County Public Transportation investigates complaints received no more than 180 days after the alleged incident. Flagler County Public Transportation will process complaints that are complete.

Once the complaint is received, Flagler County Public Transportation will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing him/her whether the complaint will be investigated by our office.

Flagler County Public Transportation has ninety (90) days to investigate the complaint. If more information is needed to resolve the case Flagler County Public Transportation may contact the complainant. The complainant has ten (10) business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within ten (10) business days, Flagler County Public Transportation can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue their case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. A LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member or other action will occur. If the complainant wishes to appeal the decision, she/he has seven (7) days to do so from the time he/she receives the closure letter or the LOF.

The complaint procedure will be made available to the public on Flagler County Public Transportation’s website (www.flaglercounty.org).

4.2 Complaint Form

A copy of the complaint form in English is provided in Appendix E and on Flagler County Public Transportation’s website (www.flaglercounty.org).
4.3 Record Retention and Reporting Policy

FTA requires that all direct and primary recipients document their compliance by submitting a Title VI Plan to their FTA regional civil rights officer once every three (3) years. Flagler County Public Transportation will submit Title VI Programs to FDOT for concurrence on an annual basis or any time a major change in the Plan occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

Flagler County Public Transportation does not have any sub-recipients to provide monitoring and assistance. As a sub-recipient to FDOT, Your Community Transit utilizes the sub-recipient assistance and monitoring provided by FDOT, as needed. In the future, if Your Community Transit has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

4.5 Contractors and Subcontractors

Flagler County Public Transportation is responsible for ensuring that contractors are in compliance with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. Flagler County Public Transportation, contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects. Contractors and subcontractors are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) must agree to the following clauses:

1. **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion, or family status.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, Flagler County Public Transportation shall impose contract sanctions as appropriate, including, but not limited to:  
   a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or  
   b. cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Flagler County Public Transportation, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.
5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations...; lawsuits, and complaints naming the recipient.

In accordance with 49 CFR 21.9(b), Flagler County Public Transportation must record and report any investigations, complaints, or lawsuits involving allegations of discrimination. The records of these events shall include the date the investigation, lawsuit, or complaint was filed; a summary of the allegations; the status of the investigation, lawsuit, or complaint; and actions taken by Flagler County Public Transportation in response; and final findings related to the investigation, lawsuit, or complaint. The records for the previous three (3) years shall be included in the Title VI Plan when it is submitted to FDOT.

Flagler County Public Transportation has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years. A summary of these incidents is recorded in Table 1.

Table 1: Summary of Investigations, Lawsuits, and Complaints

<table>
<thead>
<tr>
<th>Date (Month, Day, Year)</th>
<th>Summary (include basis of complaint: race, color, or national origin)</th>
<th>Status</th>
<th>Action(s) Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigations</td>
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<td></td>
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</tr>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>Lawsuits</td>
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<td>Complaints</td>
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<td>2.</td>
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</tr>
</tbody>
</table>
6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient’s targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as people with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for Flagler County Public Transportation was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision making process for Flagler County Public Transportation. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about Flagler County Public Transportation services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix F to this Title VI Plan.

Current Outreach Efforts
Flagler County Public Transportation is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of Flagler County Public Transportation’s recent, current, and planned outreach activities.

- Make public information (technical information and meeting notices) available in electronically accessible formats and means such as the Internet; make information on transportation projects and programs available in a variety of formats, mediums, and languages to reach a wider audience.
- Hold public meetings at convenient and accessible locations and times.
- Seek out and consider the needs of those traditionally underserved by existing transportation systems such as low-income and minorities, elderly, disabled, and limited English proficient communities who may face challenges accessing needed services.
7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

Flagler County Public Transportation (FCPT) operates a transit system within Flagler County. The Language Assistance Plan (LAP) has been prepared to address FCPT’s responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In the Flagler County service area there are 5,596 residents or 0.05% who describe themselves as not able to communicate in English very well (Source: US Census). FCPT is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. FCPT has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four factor analysis to develop its LAP. The LAP is included in this Title VI Program as Appendix G.
8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

Flagler County Public Transportation does not have a transit-related committee or board, therefore this requirement does not apply.
9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

Title 49 CFR, Appendix C, Section (3)(iv) requires that “the location of projects requiring land acquisition and the displacement of persons from their residences and business may not be determined on the basis of race, color, or national origin.” For purposes of this requirement, “facilities” does not include bus shelters, as they are considered transit amenities. It also does not include transit stations, power substations, or any other project evaluated by the National Environmental Policy Act (NEPA) process. Facilities included in the provision include, but are not limited to, storage facilities, maintenance facilities, operations centers, etc. In order to comply with the regulations, FCPT will ensure the following:

1. FCPT will complete a Title VI equity analysis for any facility during the planning stage with regard to where a project is located or sited to ensure the location is selected without regard to race, color, or national origin. FCPT will engage in outreach to persons potentially impacted by the siting of the facility. The Title VI equity analysis must compare the equity impacts of various siting alternatives, and the analysis must occur before the selection of the preferred site.

2. When evaluating locations of facilities, FCPT will give attention to other facilities with similar impacts in the area to determine if any cumulative adverse impacts might result. Analysis should be done at the Census tract or block group level where appropriate to ensure that proper perspective is given to localized impacts.

3. If FCPT determines that the location of the project will result in a disparate impact on the basis of race, color, or national origin, FCPT may only locate the project in that location if there is a substantial legitimate justification for locating the project there, and where there are no alternative locations that would have a less disparate impact on the basis of race, color, or national origin. FCPT must demonstrate and document how both tests are met. FCPT will consider and analyze alternatives to determine whether those alternatives would have less of a disparate impact on the basis of race, color, or national origin, and then implement the least discriminatory alternative.

FCPT has not recently constructed any facilities nor does it currently have any facilities in the planning stage. Therefore, FCPT does not have any Title VI Equity Analysis reports to submit with this Plan. FCPT will utilize the demographic maps included in Appendix I for future Title VI analysis.
10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

Flagler County Public Transportation is not a fixed route service provider.
11.0 Appendices

APPENDIX A  FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B  CURRENT SYSTEM DESCRIPTION
APPENDIX C  TITLE VI PLAN ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER
APPENDIX D  TITLE VI SAMPLE NOTICE TO PUBLIC
APPENDIX E  TITLE VI COMPLAINT FORM
APPENDIX F  PUBLIC PARTICIPATION PLAN
APPENDIX G  LANGUAGE ASSISTANCE PLAN
APPENDIX H  OPERATING AREA LANGUAGE DATA: FCPT SERVICE AREA
APPENDIX I  DEMOGRAPHIC MAPS
APPENDIX J  TITLE VI EQUITY ANALYSIS
Appendix A

FTA Circular 4702.1B Reporting Requirements for Transit Providers
Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

**General Requirements**

*All recipients must submit:*

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State’s Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

**Requirements of Transit Providers**

*All Fixed Route Transit Providers must submit:*

- All requirements set out in Chapter III (General Requirements)
- Service standards
  - Vehicle load for each mode
  - Vehicle headway for each mode
  - On time performance for each mode
  - Service availability for each mode
- Service policies
  - Transit Amenities for each mode
  - Vehicle Assignment for each mode
Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in an Urbanized Area (UZA) of 200,000 or more people must submit:

☐ Demographic and service profile maps and charts
☐ Demographic ridership and travel patterns, collected by surveys
☐ Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
☐ A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
☐ Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis
Appendix B

Current System Description
Current System Description

1. **Overview:**
   FCPT's current and long-term focus as a transportation provider is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system with the objective of providing safe, reliable, timely and efficient transportation services to county residents.

2. **Organizational structure, type of operation, number of employees, service hours, staffing plan and safety and security plan:**
   FCPT is a non-profit governmental agency. Our organization is made up of 26 full-time employees, 7 part-time employees. Our Transportation Manager is responsible for all of the day-to-day operations of our organization and reports directly to the General Services Director whom in turn reports to the County Administrator whom reports to the Board of County Commissioners (BCC). Our BCC is committed to this program and has, therefore, incorporated our service as the County’s Public Transportation Program. Transportation services are provided in accordance with the BCC’s approved System Safety Program and its Transportation Disadvantaged Service Plan (TDSP). Our agency staffing plan is outlined in our 2011 Transit Development Plan (page 201) and 2012 Operations Handbook (page 34). We will continue to operate at previous year (2016) service hours averaging 84 total fleet service hours per day or approximately 25,200 annual service hours (assuming 300 operating days).

3. **Indicate if your agency is a government authority or a private non-profit agency.**
   Flagler County Public Transportation operates as a non-profit government agency with a CTC agreement with the BCC. We have an executed CTC agreement dated.

4. **Who is responsible for insurance, training and management, and administration of the agency's transportation programs?**
   FCPT’s manager is responsible for training and management of our transportation program. All safety sensitive employees are required to complete FDOT approved safety and security training course as part of their new hire orientation. All new employees are also required to complete 40 hours of on-the-road drivers training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheel chair lifts and securement devices. The Transportation Manager is responsible for annual renewal of all liability insurance for both FDOT and agency owned vehicles, as well as vehicle registration renewal. It is the Transportation Manager’s responsibility to administer all aspects of the transportation program and to control access and usage of all agency vehicles.

5. **Who provides vehicle maintenance and record keeping?**
   Maintenance on all agency vehicles is provided by Flagler County’s Fleet Services Division, General Services Department. Fleet employs only ASE certified technicians with experience in working on
commercial passenger vehicles like the type our agency uses. All maintenance is performed using the Preventative Maintenance Plan, which conforms to the State Vehicle Maintenance Guidelines set forth in the FDOT Preventative Maintenance Guidelines document. All vehicle files and driver files are kept on-site at our operations base located at 1769 E. Moody Blvd., Building 5, Bunnell, FL 32110 and are maintained by the transit manager. All records are maintained and retained for a minimum of four (4) years.

6. **Number of current transportation related employees**
   Our transportation department has a total of 33 employees that include: 21 full-time drivers, 7 part-time drivers, 2 administrators and 3 support staff.

7. **Who will drive the vehicle, number of drivers, CDL certifications, etc.?**
   Only transportation employees that have completed all of the required safety and drivers training requirements will be allowed to drive the agency vehicles. All our drivers are required to carry a Commercial Driver’s License (Class B). This allows coverage of all of the larger vehicles and for the opportunity for the other drivers to fill in on service routes with the larger vehicles.

8. **A detailed description of service routes and ridership numbers**
   Transportation services provided through our program are available to clients with disabilities and those who are classified as ‘transportation disadvantaged’. We provide a wide range of trip purposes that include: medical, nutrition, shopping, social service, training, employment, social and recreation. Approximately 1% of the medical trips we provide are to medical facilities out of the county; therefore, our out of county services are directed to the nearby highway corridors that surround this community for optimum efficiency of trip duration and the most convenient route. Currently, we use a variety of vehicles to provide passenger services. Our fleet includes cars, modified vans, and buses. 30 of our vehicles are equipped for wheelchair service. We prioritize grouping trips and multi-loading to the maximum extent possible. We make 450 passenger trips per day on average and leverage our fleet resources so that all vehicles are used in a responsible manner to provide full coverage and retire the vehicles at a consistent pace and appropriate age and mileage.
Appendix C
Title VI Program Adoption Meeting Minutes and FDOT Concurrence Letter
Appendix D

Title VI Sample Notice to Public
Flagler County Public Transportation

- Flagler County Public Transportation operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with FCPT.

- For more information on Flagler County Public Transportation’s civil rights program, and the procedures to file a complaint, contact (386) 313-4104, (TTY 800-648-6084); email tmartin@flaglercounty.org; or visit our administrative office at 1769 E. Moody Blvd, Bunnell, Florida 32110. For more information, visit flaglercounty.org

- If information is needed in another language, contact 386-313-4100.
Appendix E

Title VI Complaint Form
Flagler County Public Transportation
Title VI Complaint Form

Section I:

Name: 
Address: 
Telephone (Home): 
Telephone (Work): 
Electronic Mail Address: 

<table>
<thead>
<tr>
<th>Accessible Format Requirements?</th>
<th>Large Print</th>
<th>TDD</th>
<th>Audio Tape</th>
<th>Other</th>
</tr>
</thead>
</table>

Section II:

Are you filing this complaint on your own behalf?  
Yes*  No

*If you answered "yes" to this question, go to Section III.

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party:

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.  
Yes  No

Section III:

I believe the discrimination I experienced was based on (check all that apply):

[ ] Race  [ ] Color  [ ] National Origin  [ ] Age

[ ] Disability  [ ] Family or Religious Status  [ ] Other (explain) 

Date of Alleged Discrimination (Month, Day, Year): 

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.

Section IV

Have you previously filed a Title VI complaint with this agency?  
Yes  No
Section V

Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

[ ] Yes  [ ] No

If yes, check all that apply:

[ ] Federal Agency: ________________________________

[ ] Federal Court ________________________________  [ ] State Agency ________________________________

[ ] State Court ________________________________  [ ] Local Agency ________________________________

Please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Section VI

Name of agency complaint is against:

Contact person:

Title:

Telephone number:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date required below

______________________________  _______________________
Signature  Date

Please submit this form in person at the address below, or mail this form to:

Trevor Martin
Flagler County Public Transportation Title VI Liaison
1769 E. Moody Boulevard
Bunnell, FL 32110
Appendix F
Public Participation Plan (PPP)
Introduction

The Public Participation Plan (PPP) for FCPT was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision making process for FCPT. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about FCPT services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. FCPT also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, community based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about FCPT and its operations. The goals for this PPP include:

- **Inclusion and Diversity**: FCPT will proactively reach out and engage low-income, minority, and LEP populations for the FCPT service area so these groups will have an opportunity to participate.
- **Accessibility**: All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public’s participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance**: Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments to fares or services will be described in language that is clear and easy to understand.
- **Responsive**: FCPT will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored**: Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible**: The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The methods of public participation included in this PPP were developed based upon best practices in conjunction with the needs and capabilities of FCPT. FCPT intends to achieve meaningful public participation by a variety of methods with respect to service and any changes to service.
FCPT will conduct community meetings and listening sessions as appropriate with passengers, community based organizations, and advisory committees to gather public input and distribute information about service quality, proposed changes or new service options.

The public will be invited to provide feedback by contacting the FCPT office at 386-313-4100 during its hours of operation. Feedback collected over the phone will be recorded and passed on to FCPT management. Formal customer surveys to measure performance will be conducted periodically. The comments recorded as a part of these participation methods will be responded to as appropriate.

Future meeting formats will be tailored to help achieve specific public participation goals that vary by project or the nature of the proposed adjustment of service. Some meetings will be designed to share information and answer questions. Some will be designed to engage the public in providing input, establishing priorities, and helping to achieve consensus on a specific recommendation. Others will be conducted to solicit and consider public comments before implementing proposed adjustments to services. In each case, an agenda for the meetings will be created that work to achieve the stated goals and is relevant to the subject and not overwhelming for the public.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of meetings are scheduled on a topic, different meeting locations may be used, since no one location is usually convenient to all participants.

For community meetings and other important information, FCPT will use a variety of means to make riders and citizens aware, including some or all of the following methods:

- Posters or flyers in transit office;
- Posting information on website;
- Posting information on the transit vehicles;
- Other methods required by local or state laws or agreements.

All information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the “safe harbor” criteria.

Public Hearing

Flagler County Public Transportation is not required to hold public hearings.

LCB Meetings

Local Coordinating Board meetings are scheduled and coordinated by the Center for Transportation Disadvantaged. The LCB meets quarterly, on the second Tuesday of the month.

Chairman, Flagler County Commissioner Charles Ericksen, Jr. presides.
Appendix G

Language Assistance Plan (LAP)
I. Introduction

Flagler County Public Transportation operates a transit system within Flagler County. The Language Assistance Plan (LAP) has been prepared to address Flagler County Public Transportation’s responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In the Flagler County service area there are 2,578 residents or 2.67% who describe themselves as not able to communicate in English “very well” (Source: US Census). FCPT is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. FCPT has utilized the U.S. Department of Transportation (USDOT) LEP Guidance Handbook and performed a four factor analysis to develop its LAP.

The U.S. Department of Transportation Handbook, titled “Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons: A Handbook for Public Transportation Providers, (April 13, 2007)” (hereinafter “Handbook”), states that Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance (Handbook, page 5). The Handbook further adds that Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination (Handbook, page 5).

Executive Order 13166 of August 16, 2000 states that recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons (Handbook, page 6). Additionally recipients should use the DOT LEP Guidance to determine how best to comply with statutory and regulatory obligations to provide meaningful access to the benefits, services, information and other important portions of their programs and activities for individuals who are LEP (Handbook, page 6). These provisions are included in FTA Circular 4702.1B in Paragraph 9 of Chapter III (pages III-6 to III-9).

For many LEP individuals, public transit is the principal transportation mode available. It is important for FCPT be able to communicate effectively with all of its riders. When FCPT is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. FCPT is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency’s services in accordance with Title VI.

This plan will demonstrate the efforts that FCPT undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request
II. Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use FCPT services and identify needs for language assistance. This analysis is based on the “Four Factor Analysis” presented in the Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

1. The number and proportion of LEP persons in the service area who may be served or are likely to encounter a FCPT program, activity or service.

2. The frequency with which LEP persons come in contact with FCPT programs, activities or services.

3. The nature and importance of programs, activities or services provided by FCPT to the LEP population.

4. The resources available to FCPT and overall costs to provide LEP assistance

a. Factor 1: The Number and Proportion of LEP Persons Serviced or Encountered in the Eligible Service Population

Of the 96,414 residents in the Flagler County service area 2,578 residents describe themselves as speaking English less than “very well”. People of Hispanic descent are the primary LEP persons likely to utilize FCPT services. For the Flagler County service area, the American Community Survey of the U.S. Census Bureau shows that among the area’s population 97.3% speak English “very well”. For groups who speak English “less than very well”, 2.67% speak Spanish or Spanish Creole and 1.11% speak Russian.

Appendix H contains a table which lists the languages spoken at home by the ability to speak English for the population within the Flagler County service area.

b. Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services

The Federal guidance for this factor recommends that agencies should assess the frequency with which they have contact with LEP individuals from different language groups. The more frequent the contact with a particular LEP language group, the more likely enhanced services will be needed.

FCPT has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey. As discussed above, Census data indicates that Spanish, Spanish Creole and Russian speakers.
Phone inquiries and staff survey feedback indicated that FCPT dispatchers and drivers interact infrequently with LEP persons. The majority of these interactions have occurred with LEP persons who mainly spoke Spanish. Over the past 10 years, FCPT has had 0 requests for translated documents.

c. **Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People’s Lives**

Public transportation and regional transportation planning is vital to many people’s lives. According to the Department of Transportation’s *Policy Guidance Concerning Recipient’s Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person’s inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

d. **Factor 4: The Resources Available to the Recipient and Costs**

FCPT assessed its available resources that are currently being used, and those that could be used, to provide assistance to LEP populations. These resources include the following: translated Riders’ Guides. FCPT provides a reasonable degree of services for LEP populations in its service area.

III. **Language Assistance Plan**

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

a. **Element 1: Identifying LEP Individuals Who Need Language Assistance**

Federal guidance provides that there should be an assessment of the number or proportion of LEP individuals eligible to be serviced or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.

FCPT has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix H). As presented earlier, 97.3% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish (6.4%). Of those who primary spoken language is Spanish, approximately 2.67% identify themselves as speaking less than “very well”. Those residents whose primary language is not English or Spanish and who identify themselves as speaking English less than “very well” account for 4% of the service area population.

FCPT may identify language assistance need for an LEP group by:
1. Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.

2. Vehicle operators and front-line staff (i.e. Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

b. **Element 2: Language Assistance Measures**

Federal Guidance suggests that an effective LAP should include information about the ways in which language assistance will be provided. This refers to listing the different language services an agency provides and how staff can access this information.

For this task Federal Guidance recommends that transit agencies consider developing strategies that train staff as to how to effectively deal with LEP individuals when they either call agency centers or otherwise interact with the agency.

FCPT has undertaken the following actions to improve access to information and services for LEP individuals:

1. Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year.

2. Include statements clarifying that being bilingual is preferred on bus driver recruitment flyers and onboard recruitment posters.

3. When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers.

FCPT will utilize the demographic maps provided in Appendix I in order to better provide the above efforts to the LEP persons within the service area.

c. **Element 3: Training Staff**

Federal guidance states staff members of an agency should know their obligations to provide meaningful access to information and services for LEP persons and that all employees in public contact positions should be properly trained.

Suggestions for implementing Element 3 of the Language Assistance Plan, involve: (1) identifying agency staff likely to come into contact with LEP individuals; (2) identifying existing staff training opportunities; (3) providing regular re-training for staff dealing with LEP individual needs; and (4) designing and implementing LEP training for agency staff.

In the case of FCPT, the most important staff training is for Customer Service Representatives and transit drivers. Several representatives are bilingual in English and Spanish and/or Russian.
The following training will be provided to Customer Service Representative:

1. Information on Title VI Procedures and LEP responsibilities
2. Documentation of language assistance requests
3. How to handle a potential Title VI/LEP complaint

d. **Element 4: Providing Notice to LEP Persons**

Flagler County Public Transportation will make Title VI information available in English and Spanish on the Agency’s website. Key documents are written in English and Spanish. Notices are also posted in the FCPT office lobby and on vehicles. Additionally, when staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

e. **Element 5: Monitoring and Updating the Plan**

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether FCPT financial resources are sufficient to fund language assistance resources needed

FCPT understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. FCPT is open to suggestions from all sources, including customers, FCPT staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

IV. **Safe Harbor Provision**

DOT has adopted the Department of Justice’s Safe Harbor Provision, which outlines circumstances that can provide a “safe harbor” for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient’s written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.
FCPT service area does have LEP populations which qualify for the Safe Harbor Provision. [As shown in Appendix H, Your Community Transit does have LEP groups which speak English less than "very well" which exceed either 5.0% or 1,000 person.]

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. FCPT may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.
Appendix H

Operating Area Language Data:
Flagler County Service Area
<table>
<thead>
<tr>
<th>Language</th>
<th>County</th>
<th>Percent of Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
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</tr>
<tr>
<td>Speak only English</td>
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<td>Language</td>
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<td>Percent of Population</td>
</tr>
<tr>
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<td>Language</td>
<td>County</td>
<td>Percent of Population</td>
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<td>Mon-Khmer, Cambodian</td>
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<tr>
<td>Language</td>
<td>County</td>
<td>Percent of Population</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------</td>
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</tr>
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<td>Language</td>
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<td>Percent of Population</td>
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<td>Speak English “very well”</td>
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Appendix I
Title VI Demographic Maps
Flagler County
Percent of Population
Below Poverty
by Block Group

2016 American Community Survey
5-Year Estimates
Flagler County
Percent Minority Population
by Block Group

2016 American Community Survey
5-Year Estimates
Appendix J
Title VI Equity Analysis
FCPT has not performed Title VI Equity Analysis.
Flagler County Board of County Commissioners

Procurement and Purchasing Policy for

Title VI Plan for Flagler County Public Transportation

This guide is intended to assist sub-recipients in developing policies and procedures for procurements and purchases using Federal Section 5310, 5311 and 5309 and State funds.

GRADUATED PURCHASING AUTHORITY

Staff shall acquire authorization for purchases in accordance with the following:

- Petty cash (under $100): Flagler County does not have a policy for Petty Cash therefore will not be utilized.
- Products and services with a cost less than $750: Department Director
- Products and services with cost between $2,500 and $10,000: Department Director and Purchasing Manager
- Products and services with cost between $10,000 and $25,000: Department Director, Purchasing Manager and County Administrator
- Products and services costing more than $25,000: Board of County Commissioners

PURCHASE PROCEDURES FOR FEDERAL (SECTION 5310, 5311, and 5339) AND STATE FUNDS BY THRESHOLD

Flagler County shall purchase products and services in accordance with the following:

- Micro Purchases – Procurements less than or equal to $2,500:
  - Equitably distribute among qualified suppliers.
  - Document that the purchase was “fair and reasonable” with a description of how this determination was made
- Small Purchases – Procurements greater than $2,500 but less than $25,000:
  - Perform a price or cost analysis.
  - Avoid unreasonable qualifications, specifying brand, and geographic preference.
  - Obtain documented price or rate quotations from an adequate number of qualified sources.
  - Perform a cost or price analysis.
- Large Procurements – Procurements $25,000 or more:
  - Formal bid process adhering to all FTA procurement requirements

APPEAL AND PROTEST PROCEDURES

Any bidder, vendor, or contractor who is aggrieved in connection with the solicitation or award of a bid or contracted products and services may file an appeal with Flagler County Purchasing Office. Bidders or
Flagler County Board of County Commissioners

Procurement and Purchasing Policy for

Title VI Plan for Flagler County Public Transportation

contractors may submit an appeal of an award to the Purchasing Manager in accordance with the following procedure:

1. Bidder or contractor shall submit an appeal no later than five (5) business days after notification of the bid award. Such appeals must be received by the Purchasing Manager no later than 5:00 p.m. within five (5) days of notice of award postmark date.

2. All appeals must be in writing and signed by the bidder or an authorized agent of the bidder.

3. The appeal shall include the name and address of the bidder or contractor.

4. The appeal shall include a detailed description of the facts and disagreement that form the basis of the bidder/vendor/contractor’s appeal and supporting documentation and the specific decision requested. The bidder or contractor shall also promptly provide any additional documentation related to the appeal upon request from the Purchasing Manager.

5. The County Administrator (or authorized designee) will provide the allegedly aggrieved bidder or contractor with a written decision within five (5) business days after receipt of the appeal. Decision by the County Administrator (or authorized designee) of Flagler County is final. If additional time is mutually agreed on, the Purchasing Manager shall notify the bidder or contractor of any delay.

6. Failure to comply with the appeal procedure shall render an appeal untimely or inadequate and result in rejection by Flagler County.

In the case of FDOT-grant funded operation, the vendor may further file a protest of the decision that resulted in the appeal process to FDOT. The protest to FDOT shall include a detailed description of the facts and disagreement that form the basis of the bidder’s or contractor’s protest and supporting documentation and the specific decision requested.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT AGENDA ITEM # 7h

SUBJECT: Approval of a Resolution Accepting the 2019-2022 Local Housing Assistance Plan (LHAP) Housing Incentive Strategies and Authorization to Submit to the Florida Housing Finance Corporation.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: Staff is requesting the Flagler County Board of County Commissioners approve a resolution accepting the Local Housing Assistance Plan (LHAP) Housing Incentive Strategies and authorization to submit the plan to the Florida Housing Finance Corporation. The Florida Housing Finance Corporation is responsible for the review and approval of the LHAP, which includes the Housing Incentive Strategies. The request is in accordance with the 2007 Florida Legislature passing of House Bill 1375 requiring cities and counties receiving SHIP funds to appoint an Affordable Housing Advisory Committee (AHAC) that triennially reviews existing local housing incentive strategies and completes a report that recommends affordable housing regulatory incentives.

The AHAC is responsible for reviewing the established policies and procedures, ordinances, land development regulations and the adopted local government comprehensive plan and recommending specific actions or initiatives to encourage or facilitate affordable housing. The review is conducted in a manner that would also ensure protecting the ability of properties to appreciate in value. The first AHAC housing incentive report was approved by the Board on March 2, 2009. The second AHAC housing incentive report was approved by the Board on October 1, 2012, with the third plan being approved on October 5, 2015. In accordance with Section 420.9076, Florida Statutes, the fourth AHAC housing incentive report is due to the Board by December 31, 2018. There are no proposed changes.

Per Section 420.9076, Florida Statutes, at a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on affordable housing incentives in the following areas:

A. 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 Sec. 163.3177(6)(f)3.
B. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
C. The allowance of flexibility in densities for affordable housing.
D. The reservation of infrastructure capacity for housing for very-low income persons, low-income persons, and moderate-income persons.
E. The allowance of affordable accessory residential units in residential zoning districts.
F. The reduction of parking and setback requirements for affordable housing.
G. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
H. The modification of street requirements for affordable housing.
I. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
J. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
K. The support of development near transportation hubs and major employment centers and mixed-use developments.

The AHAC has reviewed the above mentioned eleven incentives at various AHAC meetings during 2018. On October 9, 2018, the AHAC held its first public hearing to obtain public input on a draft report of the affordable housing incentive strategies. On November 13, 2018, the AHAC held its second public hearing to obtain public input and a final review of the incentives prior to presentation to the Board. The minutes from the August 14, 2018, October 9, 2018, and November 13, 2018 meeting minutes are included within the report.

**FUNDING INFORMATION:** Although some of the proposed incentives may have an impact on County funds other than those received through the SHIP Program, at this point a calculation of the fiscal impact of those incentives is not possible.

**DEPT./CONTACT/PHONE #:** Social Services/SHIP, Ralston Reodica, (386) 313-4037

**RECOMMENDATIONS:** Request the Board approve the Resolution accepting the Local Housing Assistance Plan Housing Incentive Strategies and authorize the submission to the Florida Housing Finance Corporation.

**ATTACHMENTS:**
1. Resolution.
2. AHAC Report
3. Copy of Public Hearing Notice
4. Florida Statute 420-9076 (4)
5. Various A.H.A.C meeting minutes

Craig M. Coffey, County Administrator  

Date 28 NOV 2018
FLAGLER COUNTY RESOLUTION No. 2018 - _______ 

A RESOLUTION OF FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LOCAL HOUSING ASSISTANCE PLAN IN ACCORDANCE WITH SECTION 420.9076(4), FLORIDA STATUTES; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted The William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Session 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, Sections 420.907 - 420.9079, Florida Statutes, and Chapter 67-37, F.A.C., requires local governments to develop a one to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the Affordable Housing Advisory Committee (AHAC) has recommended affordable housing incentives to be incorporated into the Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the public for Flagler County to adopt the recommended housing incentives in to the Local Housing Assistance Plan for review and approval.

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

Section 1. The Flagler County Board of County Commissioners hereby approves the recommendations on affordable housing incentives in the following areas:
A. The processing of approvals of development orders or permits, as defined in s.163.3164(15) and (16) for affordable housing projects is expedited to a greater degree than other projects.

Flagler County expedites permits for affordable housing projects to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects are 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. 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. These fees are based on fair share payments by the people benefiting from the capital improvements. On the other hand, these fees increase the cost of housing and put a burden on the production of affordable housing projects. For quality affordable housing, the Board
may elect to look to alternative means to accommodate impacts on the community.

Flagler County has indefinitely suspended the imposition of Transportation Impact Fees, and Flagler County has an exemption for low-income housing from educational facilities impact fees. Section 17-142(c), Flagler County Code of Ordinances, states:

(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)
Ongoing Review Process.

There is an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Prior to the adoption of new land development regulations or policies, either the Long Range Planning Board or the Planning Board will review such proposals for consistency with the adopted Comprehensive Plan.

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 and currently underway of update of the Land Development Code, work with the Local Planning Agency 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.

C. 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. Section 3.03.09.02, Flagler County Land Development Code (LDC), provide affordable housing projects an additional residential unit per acre bonus over the maximum density otherwise allowed in multifamily residential districts.

The County’s Affordable Housing Density Bonus Provisions are codified in Section 3.03.09.02(D)(2) of the LDC, as follows:
2. 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 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.

Housing Element Policy C.1.1.2 also provides 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 through the use of the Housing Density Bonus System.

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.

**D. 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 necessary capacity for the proposed development.

In Flagler County, there is sufficient capacity in all concurrency-related facilities to accommodate development projects. To reserve capacity for
one project, however, means that the reserved capacity is not available for other projects. Therefore, reserving capacity upfront is not a critical issue at this time.

E. **The allowance of affordable accessory residential units in residential zoning districts.**

Through its LDC, Flagler County permits the construction of a guest quarters in the Agriculture zoning district with Special Exception approval by the Planning Board.

Flagler County will make an allowance of affordable accessory residential units pursuant to Section 163.31771, Florida Statutes, for extremely-low-income, very-low-income, low-income, or moderate-income persons (as defined in Section 420.0004, Florida Statutes) in residential zoning districts in the upcoming revisions of the Flagler County LDC, including making provisions for "mother-in-law" or "caretaker family suites." This is also consistent with Board of County Commission action on February 1, 2010, amending Chapter 19 of the Flagler County Code to reduce assessment value of homestead property in which parents or grandparents have living quarters. The parent/grandparent quarters would be located within a single family home while the "affordable accessory residential units" would be a separate unit.

F. **The reduction of parking and setback requirements for affordable housing.**

As structured, the County's 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:

A. Off-street parking space requirements.

1. Single and two-family dwellings: Two (2) spaces per dwelling unit.

2. 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).

3. Planned unit development: Shall meet the space requirements of that particular occupancy. (Exception: The parking requirements of non residential uses in a PUD may be approved by the county commission.)

To ensure health and safety, all residential development should meet current minimum parking and setback requirements (or received appropriate variances) for the appropriate zoning district as established in the County's LDC. Reducing parking and setback requirements through variances can be evaluated as part of an overall development while ensuring the safety of the residents.

G. 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 LDC 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.
Flagler County will consider including new language to expedite permitting through subdivision and site design when the Flagler County LDC is rewritten.

H. 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, codified at Section 4.06.02 of the LDC:

D. 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.

I. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

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 increased through these actions. Before adopting a new ordinance to reinstate or 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.

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.

Beginning in July 2007, then every 3 years thereafter, Flagler County needs 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 Board through its review of the inventory list and input from staff and the general public found that none of the County-owned properties were appropriate for affordable housing.

However, 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 those donated properties and is an appropriate affordable housing tool and will continue to evaluate the
inventory of County owned surplus properties for appropriate affordable housing sites.

K. 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.

Section 2. The Chairman of the Flagler County Board of County Commissioners 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.
ADOPTED THIS 3rd day of December 2018.

BOARD OF COUNTY
COMMISSIONERS OF FLAGLER
COUNTY, FLORIDA

ATTEST:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Donald T. O'Brien, Jr.

APPROVED AS TO FORM:

Al Hadeed
County Attorney
Affordable Housing Advisory Committee
Report to Board of County Commissioners and City Council
SHIP Affordable Housing Incentive Strategies

Date
November 13, 2018

PREPARED BY:
Affordable Housing Advisory Committee

SUBMITTED TO:
FLORIDA HOUSING FINANCE CORPORATION

BACKGROUND
As a recipient of State Housing Initiatives Partnership (SHIP) funds the City of Palm Coast and Flagler County established an affordable housing advisory committee on September 24, 2002 as required by the Florida Statute Section 420.9076. The Affordable Housing Advisory Committee (AHAC) is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City’s and County’s policies and procedures that affect the cost of housing. In addition, the AHAC is responsible for making recommendations to encourage affordable housing.

No new incentive strategies will be recommended for the Local Housing Assistance Plan years of July 1, 2019 to June 30, 2022.

The AHAC is required to submit an incentive report every three years. The report includes recommendations by the committee as well as comments on the implementation of incentives for at least the following eleven distinct areas:

- The processing of approvals of development orders or permit, as defined in s.163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- The allowance of affordable accessory residential units in residential zoning districts.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The modification of street requirements for affordable housing.
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.
Committee Composition

The County Commission (re-appoints) appoints members to the Committee. Section 420.907 of the Florida Statutes lists the categories from which committee members must be selected. There must be at least 8 committee members with representation from at least 6 of the following categories:

- Citizen actively engaged in the residential home building industry in connection with affordable housing.
- Citizen actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- Citizen representative of those areas of labor actively engaged in home building in connection with affordable housing.
- Citizen actively engaged as an advocate for low-income persons in connection with affordable housing.
- Citizen actively engaged as a for-profit provider of affordable housing.
- Citizen actively engaged as a not-for-profit provider of affordable housing.
- Citizen actively engaged as a real estate professional in connection with affordable housing.
- Citizen actively serving on the local planning agency pursuant to s.163.3174.
- Citizen residing within the jurisdiction of the local governing body making the appointments.
- Citizen who represents employers within the jurisdiction.
- Citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

<table>
<thead>
<tr>
<th>Name</th>
<th>Category Represented</th>
<th>Date Appointed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Commissioner Charles Ericksen, Jr.</td>
<td>Local Planning Agency</td>
<td></td>
</tr>
<tr>
<td>2. David Alfin, Chair</td>
<td>Resident of Local Jurisdiction</td>
<td>11/2/2015</td>
</tr>
<tr>
<td>3. Sandra Shank, Vice Chair</td>
<td>Low Income Advocate</td>
<td>10/2/2017</td>
</tr>
<tr>
<td>4. Rick Belhumeur</td>
<td>AH for-profit Provider</td>
<td>6/3/2013</td>
</tr>
<tr>
<td>5. Thomas Stauffacher</td>
<td>Residential Home Builder</td>
<td>9/16/2013</td>
</tr>
<tr>
<td>6. Denise Santa Maria</td>
<td>Banking/Mortgage</td>
<td>4/20/2013</td>
</tr>
<tr>
<td>7. Joe Kowalsky</td>
<td>Labor Home Building</td>
<td>1/17/2012</td>
</tr>
<tr>
<td>8. Carmen Bongiovanni</td>
<td>Real Estate</td>
<td>11/19/2015</td>
</tr>
<tr>
<td>9. Dorothy Sperber</td>
<td>Employers</td>
<td>2/6/2012</td>
</tr>
</tbody>
</table>

AFFORDABLE HOUSING INCENTIVES

Staff presented the latest affordable housing practices and recommendations on incentives. Each of the eleven affordable housing incentives recommended by the State were thoroughly examined and discussed with AHAC members. This plan is a result of the recommendations from the AHAC and meetings held with internal staff members to determine the feasibility of the recommendations. If approved by County Commissioners, the recommendations will be used to amend the Local Housing Assistance Plan (LHAP) and the local Comprehensive Plan-Housing Element.

EXPEDITED PERMITTING

Meeting Synopsis: No changes recommended.
Existing Strategy: The processing of approvals of development orders or permits, as defined in s.163.3164(15) and (16) for affordable housing projects is expedited to a greater degree than other projects.

AHAC Recommendation: No changes.
Implementation:

MODIFICATION OF IMPACT FEES
Meeting Synopsis: Public awareness is needed.
Existing Strategy: The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
AHAC Recommendation: No changes.
Implementation:

FLEXIBLE DENSITIES
Meeting Synopsis: No changes recommended.
Existing Strategy: The allowance of flexibility in densities for affordable housing.
AHAC Recommendation: No changes.
Implementation:

RESERVATION OF INFRASTRUCTURE CAPACITY
Meeting Synopsis: No changes recommended.
Existing Strategy: The reservation of infrastructure capacity for housing for very-low income persons, low-income persons, and moderate-income persons.
AHAC Recommendation: No changes.
Implementation:

PARKING AND SETBACK REQUIREMENTS
Meeting Synopsis: No changes recommended.
Existing Strategy: The reduction of parking and setback requirements for affordable housing.
AHAC Recommendation: No changes.
Implementation:

AFFORDABLE ACCESSORY RESIDENTIAL UNITS
Meeting Synopsis: Seems to be under-utilized; need more public awareness and zoning expansion in City.
Existing Strategy: The allowance of affordable accessory residential units in residential zoning districts.
AHAC Recommendation: No changes.
Implementation:

FLEXIBLE LOT CONFIGURATIONS
Meeting Synopsis: No changes recommended.
Existing Strategy: The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
AHAC Recommendation: No changes.
Implementation:

MODIFICATION OF STREET REQUIREMENTS
Meeting Synopsis: No changes recommended.
Existing Strategy: The modification of street requirements for affordable housing.
AHAC Recommendation: No changes.
Implementation:

PROCESS OF ONGOING REVIEW
Meeting Synopsis: No changes recommended.
Existing Strategy: The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
AHAC Recommendation: No changes.
Implementation:
PUBLIC LAND INVENTORY
Meeting Synopsis: Public awareness is needed.
Existing Strategy: The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
AHAC Recommendation: No changes.
Implementation:

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS
Meeting Synopsis: No changes recommended.
Existing Strategy: The support of development near transportation hubs and major employment centers and mixed-use developments.
AHAC Recommendation: No changes.
Implementation:

ADDITIONAL RECOMMENDATIONS

AFFORDABLE GREEN BUILDING
Green Building provides a healthier environment for life on our planet.
Meeting Synopsis: Much needed emphasis on sustainability; more public awareness.
Existing Strategy: NONE
AHAC Recommendation: N/A
Implementation:

INCLUSIONARY ZONING
Inclusionary Zoning assists in the preparation of mixed-use environments with multiple housing types and income levels. By linking the production of affordable housing to private market development, inclusionary zoning expands the supply of affordable housing while dispersing affordable units throughout the municipality.
Meeting Synopsis: NO DISCUSSION
Existing Strategy: NONE
AHAC Recommendation: N/A
Implementation:
Flagler/Palm Coast NEWS-TRIBUNE
Published Each Wednesday
Flagler County, Florida

State of Florida,
County of Flagler

Before the undersigned authority personally appeared

Irene Zucker

who, on oath, says that she is

LEGAL COORDINATOR

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

NOTICE OF PUBLIC HEARING

L 2304284

in the Court,

was published in said newspaper in the issues

SEPTEMBER 26, 2018

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

Sworn to and subscribed before me

This 26TH of SEPTEMBER
A.D. 2018

Cynthia Anderson

CYNTHIA ANDERSON
State of Florida-Notary Public
Commission # GG 155574
My Commission Expires
October 29, 2021

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Affordable Housing Advisory Committee for Flagler County, Florida, will conduct a public hearing on October 9, 2018 at 8:30 a.m. in the Financial Services Conference Room, Third Floor, Government Services Building, Bunnell, Florida. The purpose of the public hearing is to receive public comment on proposed recommendations for the 2019-2020 State Housing Initiatives Partnership (SHOP) Local Housing Assistance Plan; affordable housing incentives strategies for Flagler County and the City of Palm Coast. The incentive strategies include:

1. The processing of approvals of development, orders or permits, as defined, in Section 165.384(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.

2. The modification of impact fees requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

3. The allowance of flexibility in densities for affordable housing.

4. The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

5. The allowance of affordable accessory residential units in residential zoning districts.

6. The reduction of parking and setback requirements for affordable housing.

7. The allowance of flexible lot configuration, including zero-lot-line configurations, for affordable housing.

8. The modification of street requirements for affordable housing.

9. The establishment of a program by which a local government considers, before adoption, policies, procedures, ordinances, guidelines, or plans that increase the cost of housing.

10. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

11. The support of development near transportation hubs and major employment centers and mixed-use developments.

This hearing is held pursuant to the requirements of Section 499.0076, F.S. A copy of the affordable housing incentive strategies report will be available for review in the Flagler County SHOP Office at 7669 E. Moody Boulevard, Building 2, Bunnell, Florida 32110.

All interested persons may appear at the public meeting. All persons are advised that if they decide to appeal any decision made at this public hearing, they will need to ensure a verbal record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

The Financial Services Conference Room is a handicapped accessible facility. If any accommodations are needed for persons with disabilities, please contact the Flagler County SHOP office at 386-313-4087 or mcallister@flaglercounty.org a minimum of 3 days prior to the meeting.

NT2304284 Sept 26, 2018 II
State of Florida,  
County of Flagler

Before the undersigned authority personally appeared 

Irene Zucker 

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

LEGAL COORDINATOR

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

PUBLIC NOTICE

NT2308186

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

OCTOBER 31, 2018

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

...........................................

Sworn to and subscribed before me

This 31ST of OCTOBER

A.D. 2018

...........................................

CYNTHIA ANDERSON 
State of Florida Notary Public 
Commission # GG 155574 
My Commission Expires 
October 29, 2021
The 2018 Florida Statutes

Title XXX
SOCIAL WELFARE

Chapter 420
HOUSING

420.9076 Adoption of affordable housing incentive strategies; committees.—

(1) Each county or eligible municipality participating in the State Housing Initiatives Partnership Program, including a municipality receiving program funds through the county, or an eligible municipality must, within 12 months after the original adoption of the local housing assistance plan, amend the plan to include local housing incentive strategies as defined in s. 420.9071(16).

(2) The governing board of a county or municipality shall appoint the members of the affordable housing advisory committee. Pursuant to the terms of any interlocal agreement, a county and municipality may create and jointly appoint an advisory committee. The local action adopted pursuant to s. 420.9072 which creates the advisory committee and appoints the advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. The committee must consist of one representative from at least six of the categories below:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

(b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

(e) A citizen who is actively engaged as a for-profit provider of affordable housing.

(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.

(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.

(h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.

(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.

(j) A citizen who represents employers within the jurisdiction.

(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

(3) All meetings of the advisory committee are public meetings, and all committee records are public records. Staff, administrative, and facility support to the advisory committee shall be provided by the appointing county or eligible municipality.

(4) Triennially, the advisory committee shall review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of the appointing local government and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. At a minimum, each advisory committee shall submit a report to the local governing body that includes recommendations on, and triennially thereafter evaluates the implementation of, affordable housing incentives in the following areas:

(a) 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. 163.3172(6)(f)3.

(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

(c) The allowance of flexibility in densities for affordable housing.

(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

(e) The allowance of affordable accessory residential units in residential zoning districts.

(f) The reduction of parking and setback requirements for affordable housing.
(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
(h) The modification of street requirements for affordable housing.
(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

The advisory committee recommendations may also include other affordable housing incentives identified by the advisory committee. Local governments that receive the minimum allocation under the State Housing Initiatives Partnership Program shall perform the initial review but may elect to not perform the triennial review.

(5) The approval by the advisory committee of its local housing incentive strategies recommendations and its review of local government implementation of previously recommended strategies must be made by affirmative vote of a majority of the membership of the advisory committee taken at a public hearing. Notice of the time, date, and place of the public hearing of the advisory committee to adopt its evaluation and final local housing incentive strategies recommendations must be published in a newspaper of general paid circulation in the county. The notice must contain a short and concise summary of the evaluation and local housing incentives strategies recommendations to be considered by the advisory committee. The notice must state the public place where a copy of the evaluation and tentative advisory committee recommendations can be obtained by interested persons. The final report, evaluation, and recommendations shall be submitted to the corporation.

(6) Within 90 days after the date of receipt of the evaluation and local housing incentive strategies recommendations from the advisory committee, the governing body of the appointing local government shall adopt an amendment to its local housing assistance plan to incorporate the local housing incentive strategies it will implement within its jurisdiction. The amendment must include, at a minimum, the local housing incentive strategies required under s. 420.9071(16). The local government must consider the strategies specified in paragraphs (4)(a)-(k) as recommended by the advisory committee.

(7) The governing board of the county or the eligible municipality shall notify the corporation by certified mail of its adoption of an amendment of its local housing assistance plan to incorporate local housing incentive strategies. The notice must include a copy of the approved amended plan.

(a) If the corporation fails to receive timely the approved amended local housing assistance plan to incorporate local housing incentive strategies, a notice of termination of its share of the local housing distribution shall be sent by certified mail by the corporation to the affected county or eligible municipality. The notice of termination must specify a date of termination of the funding if the affected county or eligible municipality has not adopted an amended local housing assistance plan to incorporate local housing incentive strategies. If the county or the eligible municipality has not adopted an amended local housing assistance plan to incorporate local housing incentive strategies by the termination date specified in the notice of termination, the local distribution share terminates; and any uncommitted local distribution funds held by the affected county or eligible municipality in its local housing assistance trust fund shall be transferred to the Local Government Housing Trust Fund to the credit of the corporation to administer the local government housing program.

(b) If a county fails to timely adopt an amended local housing assistance plan to incorporate local housing incentive strategies but an eligible municipality receiving a local housing distribution pursuant to an interlocal agreement within the county does timely adopt an amended local housing assistance plan to incorporate local housing incentive strategies, the corporation, after issuance of a notice of termination, shall thereafter distribute directly to the participating eligible municipality its share calculated in the manner provided in s. 420.9073.

(c) Any county or eligible municipality whose local distribution share has been terminated may subsequently elect to receive directly its local distribution share by adopting an amended local housing assistance plan to incorporate local housing incentive strategies in the manner and according to the procedure provided in this section and by adopting an ordinance in the manner required in s. 420.9072.

(8) The advisory committee may perform other duties at the request of the local government, including:

(a) The provision of mentoring services to affordable housing partners including developers, banking institutions, employers, and others to identify available incentives, assist with applications for funding requests, and develop partnerships between various parties.

(b) The creation of best practices for the development of affordable housing in the community.

(9) The advisory committee shall be cooperatively staffed by the local government department or division having authority to administer local planning or housing programs to ensure an integrated approach to the work of the advisory committee.

FLAGLER COUNTY
AFFORDABLE HOUSING ADVISORY COMMITTEE
Meeting Minutes
August 14, 2018

MEMBERS PRESENT: David Alfin, Dorothy Sperber, Carmen Bongiovanni, Charles Ericksen Jr, Joe Kowalsky, Denise Santa Maria, Thomas Stauffacher

MEMBERS ABSENT: Rick Belhumeur, Sandra Shank and Sharon Demers

EXCUSED ABSENT: 

STAFF PRESENT: Ralston Reodica-SHIP Administrator, Lacy Page, Gina Lemon

MEMBERS OF THE PUBLIC PRESENT: Kathy Kiley

1. Call to order; David Alfin called the meeting to order at 8:30 am.

2. Review of Minutes from the July 10, 2018 Regular Meeting.

A MOTION was made by Carmen Bongiovanni and SECONDED by Thomas Stauffacher to approve the minutes of the July 10, 2018 meeting.

MOTION carried unanimously.

3. AHAC Recommendations & Presentations to BOCC
   - David Alfin brought it to the boards attention that the entire group needs to work together in order to establish important information for a formal presentation to the BOCC. We need to build the framework of the LHAP and mirror the state. The LHAP Incentive Strategy need to prioritize issues.
   - Expedited permitting was mentioned – UC FC already abides expedited permitting. It’s getting the cities on board.
   - Impact fees – affordable fees – possible reduction / Lee County has a repayment system. Possibility of having a tax break.
   - Asking the board to please continue the research to better establish priorities for the LHAP due by December to be presented to board.

4. 2019-2022 LHAP Preparation/Affordable Housing Incentive Strategies
   - Combo of #3 carried through to #4

5. Other Business:
   Future Guest Speakers – Helga van Eckert (September meeting)
   - She will discuss what we are looking for in Flagler County

6. Public Comments
• Member of the public – Kathy Kiley said what the AHAC board is doing is wonderful. Education is very important. Need to educate so neighbors aren’t negative to the program.

7. Adjourn

A MOTION was made by Carmen Bongiovanni and SECONDED by Joe Kowalsky to adjourn the meeting at 9:17 am.
MEMBERS PRESENT: Rick Belhumeur, Sharon Demers, Dorothy Sperber, Joe Kowalsky, Thomas Stauffacher, Charles Ericksen Jr., Sandra Shank and David Alfin

MEMBERS ABSENT: Denise Santa Maria, Carmen Bongiovanni

EXCUSED ABSENT: 

STAFF PRESENT: Ralston Reodica, Lacy Page, Gina Lemon, Ida Meehan

MEMBERS OF THE PUBLIC PRESENT: Ms. Henry

1. Call to order, Sandra Shank called the meeting to order at 8:34 am.

2. Review of Minutes from the September 11, 2018 Regular Meeting.

   A MOTION was made by Rick Belhumeur and SECONDED by Charlie Ericksen to approve the minutes of the September 11, 2018 meeting.

   MOTION carried unanimously.

3. Discuss Committee's Draft Report and Affordable Housing Incentive Strategies for Flagler County and City of Palm Coast

   - Much discussion ensued about the Incentive strategies involving more HUD exposure. Removing citizen at large position based on Florida statutes.
   - Modification of Impact fees (3rd piece of LHAP)- board wants more exposure. Wants citizens to know what is available.
   - Affordable accessory residential units: discussion of smaller units/ granny flats in IC Flagler
   - Affordable Green Building- want the term life on our planet revised. Energy code/ recommendation of altering verbiage.

   A MOTION was made by David Alfin and SECONDED by Rick Belhumeur to revise the incentive strategies with changes as discussed by the board.

   MOTION carried unanimously.

4. Public Comments:

   n/a

5. Other Business

   Please be advised that there is a meeting at Palm Coast City Hall October 17th at 5:30pm regarding the town center development. The board was encouraged to attend to show
support of affordable housing Try to influence citizens that affordable housing doesn’t have to have a stereotype.

6. Adjourn

A MOTION was made by Rick Belhumeur and SECONDED by Charlie Ericksen to adjourn the meeting at 9:33 am.
MEMBERS PRESENT:  Rick Belhumeur, Carmen Bongiovanni, Joe Kowalsky, Thomas Stauffacher, Charles Ericksen Jr., Sandra Shank, and David Alfin

MEMBERS ABSENT:  Denise Santa Maria, Dorothy Sperber

EXCUSED ABSENT:  

STAFF PRESENT:  Ralston Reodica, Gina Lemon, Jose Papa

MEMBERS OF THE PUBLIC PRESENT:  Ginny Mulligan, Kathy Kiley

1. Call to order, David Alfin called the meeting to order at 8:31 am.

2. Review of Minutes from the October 9, 2018 Regular Meeting.

A MOTION was made by Thomas Stauffacher and SECONDED by Charlie Ericksen to approve the minutes of the October 9, 2018 meeting.

MOTION carried unanimously.

3. Review and Consider Approval of Committee’s Final Report of Affordable Housing Incentive Strategies for Flagler County and City of Palm Coast

Consensus that more developer outreach and public awareness of the incentive strategies is needed to encourage construction of affordable rental housing.

A MOTION was made by Carmen Bongiovanni and SECONDED by Rick Belhumeur to approve the Committee's final report.

MOTION carried unanimously.

Thomas volunteered to put together a list of Committee priorities for 2019 for discussion at the December meeting.

4. Public Comments:

Ginny Mulligan asked if there is a Community Land Trust or Inclusionary Housing ordinance; there are none in the county or region. She mentioned these housing solutions work and shared her experience working in Highland Park (Illinois) with a successful CLT that helped the workforce and those who needed affordable housing.

Kathy Kiley emphasized the importance of supporting homeownership, pride in ownership, and self-sufficiency. Mentioned the Habitat for Humanity model and how housing plays a pivotal role in neighborhood revitalization and community development.
5. Other Business

Ralston provided a reminder that the SHIP office is moving to the Social Services Department at 1000 Belle Terre Boulevard in Palm Coast and the next meeting will be held there in the conference room.

6. Adjourn

A MOTION was made by Rick Belhumeur and SECONDED by Thomas Stauffacher to adjourn the meeting at 9:22 am.
SUBJECT: Consideration of Fiscal Year 2018-19 Half-Cent Sales Tax Fund (311) and Municipal Services Planning & Zoning Fund (180) transfers from Reserves for Project and Purchase Order Roll Over.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: Staff is seeking to transfer funds from Fund Reserves for project completion in Half-Cent Sales Tax Fund (311) and the Municipal Services Planning & Zoning Fund (180) Land Development Code rewrite that both had an anticipated completion date in Fiscal Year 2017-2018. Pursuant to the provisions of Section 129.06(2)(a), Florida Statutes, the Board at any time within a fiscal year may amend the budget for that year as follows: (a) appropriations in any fund may be decreased and other appropriations in the same fund correspondingly increased by motion recorded in the minutes, provided that the total of the appropriations of the fund may not be changed.

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<thead>
<tr>
<th>BTR # 19-</th>
<th>To Dept:</th>
<th>Amount</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>103</td>
<td>311-6044</td>
<td>$10,000</td>
<td>Transfer from Reserves for the purchase of Health Administration Parcel not completed in FY2017-2018. On September 17, 2018, the Board approved the purchase of a vacant 8,500 sq. ft. parcel west of the Flagler County Health Department for future parking and/or drainage, in the amount of $10,000.00.</td>
</tr>
<tr>
<td>104</td>
<td>180-1700</td>
<td>$38,872</td>
<td>Transfer from Reserves for Purchase Order #024662 Land Development Code Rewrite. Anticipated completion in FY2017-2018. On November 21, 2016, the Board approved an on-call planning services contract to complete the Code update. Efforts have been stymied by Hurricanes, as well as, the substantial increase in development and permitting activities within the Growth Management Department.</td>
</tr>
</tbody>
</table>

DEPT./CONTACT/PHONE #: Financial Services, Lorie Bailey-Brown (386) 313-4036

RECOMMENDATION: Request the Board approve budget transfers #19-103 in the amount of $10,000 from Half-Cent Sales Tax Fund (311) with a Reserve balance of $3,931,559 and #19-104 in the amount of $38,872 from Municipal Services Planning & Zoning Fund (180) with a Reserve balance of $428,782.

ATTACHMENT:
1. Budget Transfer 19-103
2. Budget Transfer 19-104

Craig M. Coffey, County Administrator  27 Nov 2018

11/21/2018 Electronically Requested by Financial Services Director, Lorie Bailey Brown, LS
11/26/2018 Electronically Approved by Deputy County Administrator, Sally Sherman
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BUDGET TRANSFER REQUEST FORM  
BTR 19 - 103  
DATE:  11/21/18  
PREPARED BY:  LS  
PAGE 1 OF 1

FUND:  CPF-MAJOR PROJECTS  
DEPARTMENT / DIVISION:  Reserves -Reserves

EXPLANATION:  Transfer and appropriate funds for the purchase of parcel west of the Flagler County (Florida) Department of Health Administration and Clinic Services Building. Transfer amount includes parcel purchase price and professional services. BTR19-120 was done in FY2017-2018 in anticipation of completion, but this transfer will appropriate funds in FY2018-2019.

<table>
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<th>LINE NO.</th>
<th>FUND NO.</th>
<th>DEPT. NO.</th>
<th>SUB. NO.</th>
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<th>AMOUNT</th>
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<td>562</td>
<td>6110</td>
<td>640052</td>
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Financial Service Director's  APPROVAL  ___________________________  DATE:  ___________________________

Administrator's  APPROVAL  ___________________________  DATE:  ___________________________

Board Meeting Date:  12/3/2018

POSTED BY:  ___________________________  DATE POSTED:  ___________________________  cc:  ___________________________
Explaination: Transfer and appropriate funds for the Land Development Code purchase order #024662 that was anticipated to be completed in FY 2017-2018.

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Financial Service Director's APPROVAL: __________________________ DATE: _______________

Administrator's APPROVAL: __________________________ DATE: _______________

Board Meeting Date: _______________ 12/3/2018

POSTED BY: __________________________ DATE POSTED: __________________________ cc: __________________________
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7j

SUBJECT: Consideration of Interlocal Agreement between Flagler County and the City of Palm Coast for E911 System (Addressing) and the 911 Automatic Location Database.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: Staff is seeking approval of an Interlocal agreement with the City of Palm Coast for the E911 System (Addressing) and the 911 Automatic Location Database Maintenance. At no cost to the cities, Flagler County assigns all addresses and street names countywide. The County has entered into primarily the same agreements with all the other jurisdictions in the County. The approval of this interlocal agreement with City of Palm Coast represents the final outstanding city agreement needed. On March 7, 2016, the Board approved Ordinance 2016-03 amending Article II of Chapter 24 of the Flagler County Code of Ordinances associated with property numbering (addressing). The intergovernmental coordination resulting from the interlocal agreement promotes uniformity and more comprehensive methods of assigning 911 addresses throughout all of Flagler County. It is imperative for each 911 address to be identified and located as quickly as possible by emergency services to ensure all residents and businesses are as safe as possible. This agreement will appoint Flagler County Innovation Technology as the single point of contact for addressing throughout Flagler County ensuring 911 addressing is consistent and retains public safety as the primary objective.

On April 3, 2017, the Board originally approved the E911 Interlocal Agreement (ILA) with the City of Palm Coast. This proposed version of the ILA makes fairly minor revisions adds the following language to improve the coordination process and clarify the mutual consent of both parties to finalize an E911 address:

a. The City shall designate an individual to work with the County Innovation Technology staff and to make City addressing decisions. The City shall inform the County Innovation Technology Director of their designee within ten (10) days of this ratified agreement, as well as contemporaneously whenever a designee change occurs.

b. Final authority of street names, including any changes will be only made, in writing, with the agreement of the designated individual from the City (any proposed change to street names will still require approval of City Council) and the County Innovation Technology Director, or designee.

c. The City and County agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively institute the Uniform Addressing System as implemented in unincorporated Flagler County wherever possible throughout the City.

This Interlocal Agreement was discussed favorably by the City at their November 27th workshop and is expected to be approved at their board meeting on December 4, 2018.
FUNDING INFORMATION: N/A

DEPT./CONTACT/PHONE #: Jarrod Shupe, Innovation Technology Director (386) 313-4281

RECOMMENDATION: Request the Board approve Interlocal Agreement with the City of Palm Coast for E911 System and 911 Automatic Location Database Maintenance and authorize the Chairman to execute the agreement as approved to form by the County Attorney and approved by the County Administrator.

ATTACHMENTS:
1. Interlocal Agreement with the City of Palm Coast

Craig M. Coffey, County Administrator

Nov. 28, 2018

Date
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PALM COAST AND THE FLAGLER COUNTY
BOARD OF COUNTY COMMISSIONERS
FOR E911 ADDRESSING

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered by and between CITY OF PALM COAST, Florida, a Florida municipal corporation (hereinafter "City"), and Flagler County, Florida, a political subdivision of the State of Florida (hereinafter "County").

WITNESSETH:

WHEREAS, pursuant to Section 163.01, Florida Statutes, local governmental units may enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Flagler County; and

WHEREAS, the County maintains the E911 system and the 911 Automatic Location Database on behalf of both the incorporated and unincorporated areas of Flagler County; and

WHEREAS, the County’s Innovation Technology Division (hereinafter, “Innovation Technology”) oversees and coordinates the official addressing and street naming duties of the unincorporated areas of the County; and

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in enhancing the delivery of emergency services; and

WHEREAS, this Agreement is for the benefit of the general public so that the possibility of delay in the delivery of emergency services due to incorrect, duplicate or incomplete addresses can be eliminated.

NOW THEREFORE, the parties hereto agree to assist the other party pursuant to the following provisions:

Section 1. Purpose and Intent of Agreement

In order to better serve the citizens of Flagler County and avoid the possibility of a delay in the delivery of emergency services due to a lack of uniformity in addressing, the City and the County agree there is a need to establish a single authority in the assignment of addresses and street names within their jurisdictions. As Innovation Technology already maintains addressing information for unincorporated Flagler County, the parties agree that Innovation Technology be the single authority for assigning addresses and street names within the parties' jurisdictions.
Section 2. Duties

(A) The City hereby agrees to submit the following information to Flagler County Innovation Technology at 1769 East Moody Blvd, Bunnell, FL 32110 within thirty (30) days of the effective date of this Agreement:

1. Any addressing databases or lists the City owns, possesses or has access to, such as utilities service databases, solid waste services databases, billing address databases, public works roadways lists or any other such lists.

(B) Innovation Technology will coordinate and oversee all tasks related to updating the E911 Automatic Location Database, the Master Street Address Guide, and all other necessary tasks required to maintain E911 emergency location system integrity.

(C) Innovation Technology will distribute notices to all affected residents concerning any new addresses with instructions to post and begin using the new addresses.

(D) Innovation Technology will provide the following addressing support at no cost to the City:

1. One initial set of Digital Spatial Map Files for printing of maps by the City on an as-needed basis with official street names and addresses noted thereon.

2. Process all addressing requests, concerns, questions and inquiries from City residents when possible and refer them to the City when additional research or information may be needed.

3. Ongoing addressing review and approval or denial of street naming for new development(s).

4. Ongoing maintenance of mapping and addressing files.

5. The City shall designate an individual to work with the County Innovation Technology staff and to make City addressing decisions. The City shall inform the County Innovation Technology Director of their designee within ten (10) days of this ratified agreement, as well as contemporaneously whenever a designee change occurs.

(E) The City hereby agrees to submit to Innovation Technology the following information and documentation in support of the ongoing tasks noted in Paragraph (D) above:

1. One (1) copy of each of City’s municipal ordinance(s) involving annexation and de-annexation of property within ten (10) business days after final adoption.
2. One (1) copy of all proposed or preliminary plats, in electronic format when available, for the purpose of approving or denying official roadway names thereon.

3. One (1) copy of all final, approved plats, in electronic format when available, for the purpose of affixing official addresses thereon.

4. One (1) copy of any listing of official roadway closings or extensions within ten (10) business days after final approval.

(F) Innovation Technology will work in cooperation with City Staff and any concerned subcontractors, as well as with the County Property Appraiser, County Public Works, and any other necessary offices or agencies in implementing and maintaining the addressing system.

(G) The City and the County hereby agree that address changes including changes to the house numbers and to the street names as well as the initial street naming process will be routed and coordinated through the City staff to Innovation Technology as a central point of contact for properties within the City’s jurisdiction. Final authority of street names, including any changes will be only made, in writing, with the agreement of the designated individual from the City and the County Innovation Technology Director, or designee.

(H) The City will work in cooperation with the County for all address assignments and changes as well as all street assignments and changes to ensure that no duplicate or incorrect address become a part of the Uniform Addressing System.

(I) The City and County hereby agree to mutually cooperate in maintaining the flow of communication necessary to properly and effectively institute the Uniform Addressing System as implemented in unincorporated Flagler County wherever possible throughout the City.

Section 3. Financial Support of Parties

(A) Innovation Technology will be responsible for personnel, notification, and equipment costs related to the Agreement.

(B) Subject to the limitations of Section 768.28, Florida Statutes, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.
All costs associated with the operation of equipment and supplies shall be the responsibility of the acting party unless otherwise stated herein or agreed upon in writing between the parties.

Section 4. Liabilities and Responsibilities of Parties

(A) Nothing herein shall be construed as a waiver of sovereign immunity under Section 768.28, Florida Statutes, on the part of either party to this Agreement.

(B) Neither party hereto or its respective officers or employees shall assume any liability for the acts, omissions, or negligence of the other party or the other party's respective officers or employees.

(C) Each party hereto will maintain their own liability insurance and worker's compensation for their employees.

Section 5. Term of Agreement

The term of this Agreement shall begin on the date the agreement is recorded with the Clerk of the Court in accordance Section 163.01(11), Fla. Stat., and shall remain in effect until terminated by either party. Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party as provided in Section 6 herein.

Section 6. Notice

Any notice or correspondence required under this Agreement shall be provided in writing to the other party's addressing authority at the following address:

Flagler County
County Administrator
1769 E. Moody Blvd
Flagler, FL 32110

Palm Coast
City Manager
160 Lake Avenue
Palm Coast, FL, 32164

Section 7. Modifications

This Agreement may be modified by either party provided the modification is done in writing and agreed to and signed by both parties.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA

ATTEST:

______________________________
Donald T. O'Brien Jr., Chair

Date: _________________________

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Approved As To Form:

______________________________
Al Hadeed, County Attorney

[Signature Page To Follow]
CITY OF PALM COAST, FLORIDA

ATTEST:

__________________________________
Milissa Holland, Mayor

Date: ____________________________

Virginia Smith, City Clerk

Approved As To Form:

__________________________________
William Reischmann, City Attorney
SUBJECT: Consideration of an Interlocal Agreement with the City of Palm Coast replacing a 2009 Interlocal Agreement relating to City joining the County 800 MHz system and subsequently, the City’s Participation in Expansion and Upgrading of the Countywide 800 MHz Emergency Communication System.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: The City of Palm Coast and Flagler County are proposing to replace the Interlocal Agreement entered into in 2009 as recorded in Official Records Book 1701, Page 1392, et. seq., in the Public Records of Flagler County. The 2009 agreement facilitated the City abandoning its single site system and joining the Countywide system. In addition, it provided for the City’s financial participation of the anticipated expansion based on the large amount of the system available capacity the City’s used as they entered the system. This can be viewed in a similar manner as a utility adding a major user to your system, essentially taking up most of your excess growth capacity. The user would be wanted on the system, but would also participate financially to expand the capacity when needed. With a utility plant, you have impact/user fees that pay for capacity usage/expansion. With the County’s 800 MHz radio system, there is no impact/user fee mechanism to add a large capacity user beyond the initial usage design based on the user that participated with the County at the time. To resolve the capacity dilemma, the two managers (City and County) sought to estimate the costs to expand the capacity of the current system and split the cost equally 50/50, resulting in a total project cost estimated at $3,000,000. The City was required to make these payments in advance and the payment would be held in escrow by the County to expand the capacity. The County was required to equally match the City’s contribution with any expansion project. This was the premise of the financial portion of the 2009 agreement.

Over the years, the County has received $900,000 of the planned $1,500,000 from the City of Palm Coast. The City’s initial payment was delayed a year with the concurrence of the County. Following that, the City made three additional payments of $300,000 over three years. For a variety of reasons/concerns, the City withheld additional payments beginning in 2013, becoming a sore spot in our City/County relationship. Years later (2015/16ish), the County was notified by the County’s 800 MHz system manufacturer that they would no longer technically support the County system beginning in late 2018 (designed obsolesce to sell you something different). This action made any expansion of the current system no longer wise or practical.

From this point forward, the County explored, with all our system users, a way to not only expand the system but upgrade penetration, redundancy, hardening, and a variety of other objectives we have previously presented to the Board. The project expansion and upgrading of the Countywide 800 MHz Emergency Communication system is now an 800 MHz, p25 Phase II system (digital). With this system approach, the County has accomplished the initial goal and sought to cap the City’s financial participation with a one time, contribution to fulfill its original commitment to the County. With the 2016 election, the incoming City and County Commissioners agreed to resolve a variety of issues that were of concern to each other’s jurisdiction. For example, a City issue for
the County to fulfill was the receipt of the final transportation impact fees for the Palm Coast Impact Fee district. This was issue was fulfilled by the County.

This particular matter represents the last of those issues between the City and County that were discussed at the time. The staffs of both the City and County have worked diligently to develop this agreement and resolve this issue. As an offshoot of working on this agreement and the project, the staffs are currently working on additional agreements that will help with system maintenance and the technological replacement of end user equipment. The additional agreements will be presented within the coming months. Some of those concepts for the future agreements are contained in the interlocal agreement being considered at this meeting for approval.

On November 27, 2018, the City of Palm Coast held a workshop to discuss the agreement. The proposed Interlocal agreement was well received and the matter is scheduled for the City’s December 4th meeting for approval.

**FUNDING INFORMATION:** The $1,500,000 is budgeted in the 800 MHz System Escrow Fund (Fund 126) for the FY 2018-2019 budget for the 8000.

**DEPT., CONTACT, PHONE:** Jarrod Shupe, Innovation Technology Department, (386) 313-4281

**RECOMMENDATION:** Request the Board approve and authorize the chair to execute the Interlocal Agreement with the City of Palm Coast related to Emergency Services Communications as approved to form by the County Attorney and approved by the County Administrator.

**ATTACHMENTS:**
1. Interlocal Agreement Between the City of Palm Coast and Flagler County Relating to Emergency Services Communications

Craig M. Coffey, County Administrator

Date
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PALM COAST AND FLAGLER COUNTY
RELATING TO EMERGENCY SERVICES COMMUNICATIONS

THIS INTERLOCAL AGREEMENT (hereinafter called "Agreement") is made by and between the County of Flagler (hereinafter called "COUNTY"), a political subdivision of the State of Florida, whose mailing address is 1769 East Moody Blvd., Building 2, Suite 302, Bunnell, Florida 32110 and the City of Palm Coast (hereinafter called "CITY"), a municipal corporation of the State of Florida, whose mailing address is 160 Lake Avenue, Palm Coast, Florida 32164. Collectively the COUNTY and CITY may be referred to as the "Parties".

WITNESSETH:

WHEREAS, the COUNTY owns and maintains emergency service communications systems utilized by the CITY, including the emergency dispatch system, computer aided dispatch (CAD) system, and the emergency radio system, currently a trunked 800 MHz system; and

WHEREAS, the Parties, along with other governmental agencies, use the emergency service communications systems to respond to emergencies, communicate during those emergencies, and better coordinate emergency response amongst the Parties and other governmental agencies; and

WHEREAS, the Parties entered into an Interlocal Agreement in 2009 as recorded in Official Records Book 1701, Page 1392, et. seq., in the Public Records of Flagler County, Florida (hereinafter referred to as "2009 ILA") to transfer the CITY from its single site 800 MHz radio system to the COUNTY’s multi-tower 800 MHz radio system in order to ensure better communication interoperability among public safety organizations; and

WHEREAS, the objectives of the 2009 ILA were to integrate the CITY’s equipment into
the COUNTY system with the goal of creating a better overall system, to financially plan for the necessary expansion of the COUNTY’s 800 MHZ system, and to accommodate the capacity impacts caused by the growth in the number of the CITY’s radio units accessing the 800 MHZ system; and

WHEREAS, the COUNTY currently operates a countywide trunked, proprietary, Harris EDACs 800 MHz radio system licensed by the Federal Communications Commission, which system is in no longer supported by the manufacturer; and

WHEREAS, in lieu of the expansion of the COUNTY’s current system to accommodate the CITY’s impacts to the COUNTY system, the Parties have agreed instead to place any financial investment into a more advanced 800 MHz Project 25 (P25) Phase II public safety communications system that will not only accommodate the previously contemplated expansion needs, but also provide greater technology, better reliability, improved coverage, additional growth capacity, and other related benefits; and

WHEREAS, the Parties agree that the CITY’s financial investment shall be a one-time capital contribution of $1,500,000 to the COUNTY system (not including any user equipment or subscriber fees), and that this Agreement shall replace the 2009 ILA in its entirety; and

WHEREAS, the Parties are committed to the delivery of the highest level of public safety and governmental related services in the most cost effective manner, and believe that communication interoperability between public safety organizations and governmental agencies is a critical component of improving public safety; and

WHEREAS, it is in the best interests of the citizens of Flagler County and the City of Palm Coast that the Parties cooperate and work together on any issues that arise regarding emergency service communications; and
WHEREAS, it is in the best interests of the citizens that the Parties work collaboratively to design, build, operate, and maintain a non-proprietary, P25 Phase II public safety communications system, so as to further the Parties’ mutual objectives to enhance the quality of law enforcement, fire, emergency medical services, and other governmental communications in a more efficient and cost effective manner; and

NOW, THEREFORE, the Parties, for and in consideration of the premises and mutual covenants, terms and conditions hereinafter contained, hereby covenant and agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are fully incorporated by this reference.

SECTION 2. PURPOSE. The purposes of this Agreement are to improve the Parties’ public safety communications infrastructure, resolve the outstanding issues contemplated in the previous 2009 ILA for expansion of the COUNTY’s 800 MHz public safety communications system, and to establish the framework between the Parties for user equipment and maintenance.

SECTION 3. CITY’S CAPITAL CONTRIBUTION to P25 PHASE II RADIO SYSTEM.

The CITY agrees that the funds held in escrow by the COUNTY of $900,000 under the 2009 ILA shall be used by the COUNTY towards the CITY’s Capital Contribution for the P25 Phase II Radio System contemplated in this Agreement. After the CITY’s $900,000 held in escrow and a minimum of $1,500,000 of other (non-CITY) COUNTY funds are expended by the COUNTY on third party vendors for the P25 Phase II public safety communications system, the COUNTY may request reimbursements for additional costs for the P25 Phase II public safety communications system from the CITY.
The CITY shall thereafter forward amounts remaining from the balance of $600,000 ($1,500,000 less the escrowed $900,000) provided by the 2009 ILA and this Agreement to the COUNTY within forty-five (45) days of written requests from the COUNTY of a reimbursement request for third party vendor expenses related to the P25 Phase II Radio System. The COUNTY’s reimbursement requests shall include any necessary documentation and backup to ensure that the intent and the provisions of this Agreement are being fulfilled. The Parties agree that the CITY’s $1,500,000 in funding shall be the CITY’s only and total obligation to fund the P25 Phase II public safety communications system (the only exception thereto is set forth in Sections 4 and 5 of this Agreement).

**SECTION 4. USER EQUIPMENT.** If mutually agreed upon by both Parties in a separate agreement, the COUNTY will purchase any necessary User Equipment (fixed mounted radio units and portable radio units) and will rent such User Equipment to the CITY. In such event, the Parties agree that the CITY’s responsibility for the costs associated with such User Equipment will be to the same extent as all users of the P25 Phase II public safety communications system. In such event, the rental of the User Equipment and the associated cost will be addressed in a separate Interlocal Agreement to be negotiated by the Parties. The CITY will be treated like all other end users of the system, with the exception of the Flagler County School Board which may be handled differently financially, due to their unique financial structure. Such agreement(s) shall also have the following provisions that shall act as safeguards for the CITY in the future end user equipment agreement:

(a) The CITY shall have the option of prepaying the rent for its end user equipment without financing and loan origination costs.

(b) The prepayment costs charged to the CITY for the end user equipment shall be the actual costs of the equipment to the COUNTY to include any discounts received
by the COUNTY.
(c) For the CITY to utilize the prepayment option of renting the end user equipment, the CITY shall remit payment within 30 days of billing and receipt of the equipment for programming. Such prepayment shall not be due before March 1st, 2019.
(d) At the end of the rental period, the CITY shall receive a credit equal to the trade-in value of the end user equipment that will be credited towards the next rental of new user equipment.

SECTION 5. SYSTEM MAINTENANCE AND USER EQUIPMENT MAINTENANCE.

The Parties agree that the COUNTY will maintain the P25 Phase II Radio System and the User Equipment. The Parties agree that the CITY's responsibility for the costs associated with such system maintenance and User Equipment maintenance will be to the same extent as all users of the P25 Phase II Radio System. The Parties further agree the COUNTY shall provide the same level of service to the CITY as all users of the P25 Phase II Radio System. The system maintenance and User Equipment maintenance and the associated cost will be addressed in a separate Interlocal Agreement(s) to be negotiated by the Parties. The CITY will be treated like all other end users of the system, with the exception of the Flagler County School Board, which may be handled differently financially due to its unique financial structure.

SECTION 6. INSURANCE/INDEMNIFICATION/EMPLOYEE STATUS.

The Parties to this Agreement shall provide, maintain and keep in force a program of insurance or self-insurance covering their liabilities as prescribed by Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed as a waiver of sovereign immunity of any of the Parties beyond any statutorily limited waiver adopted by the Florida Legislature, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claims that would otherwise be barred under the
doctrine of sovereign immunity. The Parties agree that nothing contained in this Agreement shall be construed or interpreted as denying to any Party any legal remedy or defense available under the laws of the State of Florida. The waiver of a provision herein or a right available to a Party shall not operate as a further waiver or continuing waiver of said provision or right or any other provision of this Agreement. Each of the Parties agrees to provide the other with written notice of any claim subject to these provisions within ten (10) days of its receipt of notice that a claim exists. The Parties agree to cooperate fully, subject to the provisions hereof, in the defense of any such claim. Notice of claim shall be deemed to be given on the date of mailing as provided in Section 7 of this Agreement. The term "claims", as used in this Section, shall include all demands, damages, expenses, fees, penalties, suits, proceedings or actions. Persons employed by one Party in the performance of services and functions pursuant to this Agreement shall have no claim against any other Party hereto for salary, pension, workers' compensation, civil service, or other employee rights or privileges.

SECTION 7. NOTICES.

Except for the coordination between the Parties where such coordination consists only of review and comment on submitted plans through processes which will continue as presently established, all notices, consents, approvals, waivers and elections that any Party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be considered sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below or to such other address as any Party hereto shall designate by like notice given to the other Party:
 Notices, consents, approvals, waivers and elections given or made as provided herein shall be deemed to have been given and received on the date of the mailing thereof.

SECTION 8. ENTIRE AGREEMENT, AMENDMENT AND ASSIGNMENT.
Apart from the Interlocal Agreements contemplated in Sections 4 and 5 hereinabove, this Agreement constitutes the entire agreement of the Parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except in writing signed by the Parties or their authorized representatives. No Party shall assign the Agreement, or any interest herein, without the express written consent of the other Party. This Agreement replaces the 2009 Interlocal Agreement in its entirety.

SECTION 9. INTERPRETATION. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized the Parties have contributed substantially and materially to the preparation hereof.

SECTION 10. TERM. The term of this Agreement shall begin on the date when this Agreement is recorded with the Clerk of the Circuit Court in the Official Records of Flagler. Upon the CITY's compliance with the payment of $1,500,000 as described herein, the CITY shall continue to have use and access to the 800 MHz Emergency
Communications System, Project 25 (P25), Phase II, public safety communications system
under the same rules and obligations of other cities as the COUNTY may adopt and
amend from time to time.

**SECTION 11. FORCE MAJEURE.** No Party shall be considered in default in
performance of its obligations hereunder to the extent that performance of such
obligations, or any of them singularly, is delayed or prevented by *force majeure*. *Force
majeure* shall include, but not be limited to, hostility, revolution, civil commotion, strike,
epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency
declaration under state law, or any act of God or any cause whether of the same or
different nature, existing or future, provided that the cause, whether or not enumerated
in this Section, is beyond the control and authority and without the fault or negligence of
the party seeking relief under this Section. The maximum relief granted to either Party
under this Section shall be the tolling of time for the duration of the *force majeure*.

**SECTION 12. TIME OF THE ESSENCE.** Time is of the essence of the lawful
performance of the duties and obligations contained in this Agreement. The Parties
covenant and agree that they shall diligently and expeditiously pursue their respective
obligations set forth in this Agreement.

**SECTION 13. BINDING EFFECT.** Each Party hereto represents to the other
that it has undertaken all necessary actions to execute this Agreement, and that it has
the legal authority to enter into this Agreement and to undertake all obligations imposed
on it.

**SECTION 14. RECORDING.** The COUNTY shall be responsible for the recording
of this Agreement in the Public Records (Land Records) of Flagler County, Florida. The
costs of the recording shall be borne equally by the Parties.

**SECTION 15. CAPTIONS/EXHIBITS.** The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any. They are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provisions.

**SECTION 16. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[This space intentionally left blank. Signature page to follow.]
INTERLOCAL AGREEMENT
SIGNATURE PAGE

CITY OF PALM COAST

By: ________________________________
    Milissa Holland, Mayor

Date executed: ______________________

ATTEST:

__________________________________
Virginia Smith, City Clerk

Approved as to form and content:

__________________________________
William E. Reischmann, Jr., Esq.
INTERLOCAL AGREEMENT
SIGNATURE PAGE

FLAGLER COUNTY BOARD OF COUNTY
COMMISSIONERS

By: ____________________________
    Donald T. O'Brien Jr., Chair

Date executed: ____________________

ATTEST:

______________________________
Tom Bexley, Clerk of the
Circuit Court and Comptroller

Approved as to form:

______________________________
Al Hadeed, County Attorney
SUBJECT: Consideration of Request for Educational Facilities Impact Fee Exemption for Huntington Woods at Huntington Village Phases I and II (a/k/a Huntington Woods).

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: BADC Huntington Communities, LLC, represented by Mark Watts with Cobb Cole is requesting the Board to approve an exemption, as an age-restricted community, for the collection of the Educational Facilities Impact Fee within Huntington Woods. For a subdivision to qualify as an age-restricted community exempting the future collection of the Educational Facilities Impact Fee, a resolution must be approved by the Board recognizing the restriction adopted through the community covenants. Huntington Woods is located West of Hunter’s Ridge Boulevard, South of Airport Road, within the Hunter’s Ridge Development of Regional Impact (DRI):
The request for the Board of County Commissioners to adopt a resolution exempting Huntington Woods Phases I and II from the future collection of the Educational Facilities Impact Fee is valid. (Attachment #1 for proposed resolution) The Declaration of Covenants and Restrictions dated February 1, 2017, provides that this residential project is age restricted. The project recorded the Declaration on August 8, 2017 at Official Records Book 2222, Page 1883, Public Records of Flagler County, Florida (Attachment #2). Permanent residents within the project must be fifty-five (55) years of age or older. This age-restriction meets the exemption requirements of the County’s 2008 Interlocal Agreement with the School Board:

“Any age restricted community with no permanent residents under the age of eighteen (18). To be eligible for the exemption as an age restricted community, a binding restrictive covenant limiting the age of permanent residents to eighteen (18) years and older must be recorded in the Official Records of the County.” (Section 14(b)5. of the Interlocal Agreement for School Facility Planning).

School District staff reviewed the language in the Declaration prior to its recording to ensure that the language conformed to the School District’s requirements.

The Board action is for the resolution granting the exemption in the future for the collection of the Educational Facilities Impact Fee within Huntington Woods at Huntington Village Phases I and II. The School District attorney has no objections to the Educational Facilities Impact Fee exemption being approved by resolution providing for Huntington Woods to be age-restricted for future permits.

DEPT./CONTACT/PHONE #: Planning & Zoning, Adam Mengel (386) 313-4065

RECOMMENDATION: Request the Board approve the Resolution granting the exemption for the collection of the Educational Facilities Impact Fee within Huntington Woods at Huntington Village Phases I and II.

ATTACHMENTS:
1. Draft Resolution
2. Declaration of Covenants and Restrictions (Official Records Book 2222, Page 1883, Public Records of Flagler County, Florida)

Craig M. Coffey, County Administrator

Nov. 28, 2018

11/05/2018 Requested by Planning Director, Adam Mengel
11/28/2018 Electronically Approved by Deputy County Administrator, Sally Sherman
RESOLUTION 2018-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, PROVIDING AN EXEMPTION FROM THE PAYMENT OF THE EDUCATIONAL FACILITIES IMPACT FEE FOR RESIDENTIAL BUILDING PERMITS WITHIN HUNTINGTON WOODS AT HUNTINGTON VILLAGE PHASES I AND II; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 6, 2004, the Flagler County Board of County Commissioners enacted Ordinance Number 2004-20 (hereafter "Ordinance") which established an Educational Facilities Impact Fee (hereafter "Impact Fee"), said Ordinance codified as Article V, Educational Facilities Impact Fee, of Chapter 17, Impact Fees, of the Flagler County Code of Ordinances; and

WHEREAS, on July 7, 2008, the Flagler County Board of County Commissioners approved the Interlocal Agreement for Public School Facility Planning (hereafter "Interlocal Agreement"), providing a framework for the implementation of state-mandated school concurrency; and

WHEREAS, the Interlocal Agreement relies on the collection of the Impact Fee by the County and applicable municipal governments to implement school concurrency; and

WHEREAS, the Ordinance provides for the collection of the Impact Fee by the County for any land development activity within its jurisdiction that is reasonably expected to place students in the public schools of the County; and

WHEREAS, the Ordinance provides for exemptions from the payment of the Impact Fee, among these any land use that is not capable of creating educational facilities demand during its useful lifetime as a matter of law or fact; and

WHEREAS, the Interlocal Agreement provides for specific exemptions from the school concurrency requirements, including an exemption for an age-restricted community adopting a binding restrictive covenant limiting the age of permanent residents to eighteen (18) years and older and recorded in the Official Records of the County; and

WHEREAS, the County has received a request from BADC Huntington Communities, LLC, for exemption from the payment of the Impact Fee; and

WHEREAS, BADC Huntington Communities, LLC, filed a Declaration of Covenants and Restrictions (hereafter "Covenants") dated February 1, 2017 and recorded on August 8, 2017 at Official Records Book 2222, Page 1883, Public Records of Flagler County, Florida; and
WHEREAS, these Covenants adopt a binding restrictive covenant limiting the age of permanent residents to eighteen (18) years and older; and

WHEREAS, these Covenants have been reviewed by the Flagler County School District staff and found to conform to the exemption requirements of the Interlocal Agreement; and

WHEREAS, these Covenants are applicable to a specific portion of the Hunter’s Ridge Development of Regional Impact currently referenced as Huntington Woods at Huntington Village Phases I and II, previously referred to as Huntington Woods, and subsequently platted as Huntington Woods at Hunter’s Ridge – Phases I and II, and as further described in the legal description attached at Exhibit “A” hereto (referenced herein as “Huntington Woods” hereafter); and

WHEREAS, Huntington Woods at Hunter’s Ridge – Phase I was recorded on November 18, 2013 at Map Book 37, Page 65, Public Records of Flagler County, Florida, while Huntington Woods at Hunter’s Ridge – Phase II was recorded on January 25, 2018 at Map Book 38, Page 74, Public Records of Flagler County, Florida; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA, THAT:

1. The Declaration of Covenants and Restrictions dated February 1, 2017, as filed with the Clerk of Court and recorded on August 8, 2017 at Official Records Book 2222, Page 1883, Public Records of Flagler County, Florida, provides that Huntington Woods as described in Exhibit “A” shall remain an age-restricted community that is not capable of creating educational facilities demand during its useful lifetime as a matter of law or fact.

2. An exemption for payment of the Educational Facilities Impact Fee within Huntington Woods as described in Exhibit “A” is hereby approved.

3. This Resolution shall take effect immediately upon its adoption and shall remain in effect until amended or repealed by the Board of County Commissioners; however, should the Declaration of Covenants and Restrictions dated February 1, 2017 be amended or repealed so as to remove the binding restrictive covenant limiting the age of permanent residents to eighteen (18) years and older within the boundaries of Huntington Woods as described in Exhibit “A”, then this Resolution shall automatically be repealed and shall no longer be in effect.

4. Nothing contained herein shall prevent or preclude Flagler County from requiring the payment of the Educational Facilities Impact Fee from subsequent owners, their successors or assigns, in the event that the Declaration of Covenants and Restrictions dated February 1, 2017 is amended or repealed so as to remove the binding restrictive covenant limiting the age of permanent residents to eighteen
(18) years and older within the boundaries of Huntington Woods as described in Exhibit "A".

APPROVED in open session by the Flagler County Board of County Commissioners in Bunnell, Florida, on this 3rd day of December 2018.

ATTEST:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Donald T. O'Brien Jr., Chair

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Al Hadeed, County Attorney
HUNTINGTON WOODS AT HUNTER'S RIDGE - PHASE I ("HUNTINGTON WOODS I"):

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 22, THENCE ALONG THE SOUTH LINE OF SECTION 22 RUN NORTH 87 DEGREES 43 MINUTES 21 SECONDS EAST, A DISTANCE OF 721.46 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUNTERS RIDGE BOULEVARD, AN 80 FOOT RIGHT-OF-WAY AS SHOWN ON THE PLAT OF SHADOW CROSSINGS, UNIT I, OF HUNTER'S RIDGE SUBDIVISION, PHASE I, AS RECORDED IN PLAT BOOK 43, PAGES 77-81 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ALSO THE WESTERLY RIGHT OF WAY LINE OF HUNTER'S RIDGE BOULEVARD AS SHOWN ON THE PLAT OF AIRPORT ROAD/HUNTER'S RIDGE BOULEVARD EXTENSION, AS RECORDED IN MAP BOOK 37, PAGES 38-39, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH SECTION LINE, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID HUNTER'S RIDGE BOULEVARD AS RECORDED IN MAP BOOK 37, PAGES 38-39, THE FOLLOWING EIGHT COURSES: NORTH 01 DEGREES 49 MINUTES 28 SECONDS EAST, A DISTANCE OF 5.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 387.57 FEET AND A CENTRAL ANGLE OF 43 DEGREES 55 MINUTES 33 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 297.13 FEET, SAID ARC SUBLTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 08 MINUTES 18 SECONDS WEST, A DISTANCE OF 289.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 42 DEGREES 06 MINUTES 05 SECONDS WEST, 167.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 34 SECONDS; THENCE NORTHWesterLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 118.34 FEET; SAID ARC SUBLTENDED BY A CHORD WHICH BEARS NORTH 34 DEGREES 23 MINUTES 48 SECONDS WEST, A DISTANCE OF 117.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 26 DEGREES 41 MINUTES 31 SECONDS WEST, 912.32 FEET TO THE BEGINNING OF A CURVE, CONCAVE WEstERLY, HAVING A RADIUS OF 1120.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 03 MINUTES 32 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 137.98 FEET, SAID ARC SUBLTENDED BY A CHORD WHICH BEARS NORTH 30 DEGREES 13 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.90 FEET TO THE END OF SAID CURVE; THENCE NORTH 33 DEGREES 45 MINUTES 03 SECONDS WEST, 146.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 46 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF
603.00 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 19 DEGREES 59 MINUTES 10 SECONDS WEST, A DISTANCE OF 597.22 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST A DISTANCE OF 281.63 FEET; THENCE NORTH 45 DEGREES 07 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 115.76 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 62.61 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 519.49 FEET; THENCE SOUTH 27 DEGREES 42 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 57.36 FEET; THENCE SOUTH 04 DEGREES 52 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 52.23 FEET; THENCE SOUTH 07 DEGREES 06 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 76.24 FEET; THENCE SOUTH 04 DEGREES 00 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 62.24 FEET; THENCE SOUTH 29 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 65.66 FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 72.55 FEET; THENCE NORTH 74 DEGREES 46 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 63.04 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 29.68 FEET; THENCE SOUTH 21 DEGREES 37 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 100.88 FEET; THENCE SOUTH 43 DEGREES 05 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 163.67 FEET; THENCE NORTH 66 DEGREES 07 MINUTES 52 SECONDS WEST FOR A DISTANCE OF 5.62 FEET; THENCE NORTH 52 DEGREES 17 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 75.82 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 129.91 FEET; THENCE SOUTH 63 DEGREES 20 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 78.48 FEET; THENCE SOUTH 28 DEGREES 44 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH 27 DEGREES 21 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 35.48 FEET; THENCE SOUTH 09 DEGREES 40 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 35.95 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 33.71 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 175.45 FEET; THENCE NORTH 28 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 223.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1175.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 16 MINUTES 37 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 477.35 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 40 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 474.08 FEET TO THE END OF SAID CURVE; THENCE NORTH 44 DEGREES 16 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 236.45 FEET; THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 130.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 660.00 FEET; THENCE SOUTH 30 DEGREES 58 MINUTES 16 SECONDS
EAST FOR A DISTANCE OF 157.59 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 11 DEGREES 30 MINUTES 15 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 155.61 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 80 DEGREES 06 MINUTES 59 SECONDS EAST, A DISTANCE OF 155.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 243.72 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 135.00 FEET; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 255.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 215.70 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 214.74 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 143.80 FEET SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 143.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 34.60 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF HUNTER'S RIDGE BOULEVARD; THENCE SOUTH 04 DEGREES 07 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 411.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 02 DEGREES 05 MINUTES 24 SECONDS; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 45.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 24.26 ACRES MORE OR LESS.

Together with:

HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 2
DESCRIPTION

A REPLAT OF TRACTS "M" AND "N", HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1 AS RECORDED IN MAP BOOK 37, PAGES 65 THROUGH 69, INCLUSIVE, LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "M" OF SAID HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1; THENCE ALONG THE LIMITS OF SAID TRACT "M" THE FOLLOWING FIVE (5) COURSES: N59°01'44"E FOR 660.00 FEET; THENCE S30°58'16"E FOR 157.59 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 775.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS N15°38'07"W, WESTERLY ALONG
THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°20'08" FOR A DISTANCE OF 207.43 FEET TO THE POINT OF TANGENCY; THENCE S59°01'44"W FOR 455.03 FEET; THENCE N30°58'16"W FOR 130.00 FEET TO THE POINT OF BEGINNING;

AND

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "N" OF SAID HUNTINGTON WOODS AT HUNTER'S RIDGE PHASE 1; THENCE ALONG THE LIMITS OF SAID TRACT "N" THE FOLLOWING FOUR (4) COURSES: N59°01'44"E FOR 578.42 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS N57°49'17"E, SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°33'16" FOR A DISTANCE OF 133.80 FEET; THENCE DEPARTING SAID CURVE S59°01'44"W FOR 551.80 FEET; THENCE N30°58'16"W FOR 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.71 ACRES, MORE OR LESS.
Prepared by and Return To:

Mark A. Watts, Esq.
Cobb Cole, P.A.
351 East New York Ave., Suite 200
Deland, FL 32724

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made as of the 15th day of February, 2017, by BADC Huntington Communities, LLC, a Florida limited liability company whose address is 6 Huntington Place, Ormond Beach, Florida 32174 ("Declarant").

RECITALS:

WHEREAS, Declarant owns certain property in Flagler County, Florida, as more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"), which Property is single family residential developments known as Huntington Woods at Huntington Village Phases I and II (the "Development"); and

WHEREAS, it is the intent of the Declarant to restrict the Development to place restrictions and limitations of record on the Property and to limit the use for which it is intended; and

WHEREAS, it is the intent of the Declarant to restrict the Development to provide for housing for persons who are fifty-five (55) years of age or older ("Eligible Persons") and to place these restrictions on the Property, and such restrictions shall run with the land;

NOW THEREFORE, Declarant hereby declares that the above-described Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of providing housing for Eligible Persons:

1. The foregoing recitals are true and correct and incorporated herein.

2. The community described in these covenants is a housing facility or community operating under the exemption requirements of the Fair Housing Act, 42 U.S.C. § 3607, as amended, as housing for older persons. At least eighty (80) percent of the units are occupied by at least one (1) person fifty-five (55) years or older, and the housing facility or community complies with the 24 C.F.R. § 100.305, 100.306, and 100.307, as amended with said restriction being in place for up to fifty (50) years from the date of recording this Declaration.

3. No person under the age of eighteen (18) shall be allowed to permanently occupy any residential unit in the Development. Occupancy by the said individual(s) in any residential unit(s) for more than ninety (90) days shall constitute "permanent" occupancy.
4. The Declarant agrees that at any time that the restrictions prohibiting occupancy by persons under the age of 18 are terminated without extension, the Declarant, or its successors or assigns, will be responsible for payment for the school impact fees in effect at that time.

5. The Declarant, so long as it still owns property within the Development, or the Declarant's successors and assigns, shall be responsible for the enforcing the foregoing restrictions and shall be jointly and severally liable along with the owner(s) of the violating residential unit(s) to Flagler County, Florida (the "County") and the District School Board of Flagler County ("School Board"), for payment(s), which shall be calculated in accordance with the school impact fee rates or rules in effect at the time the violation(s) are discovered.

6. The foregoing restrictions are for the benefit of the County and the School Board who shall have the right to enforce violations of the foregoing restrictions by assessment of school impact fees by any means legally available against the Declarant, or the Declarant's successors and assigns, or by any other legal remedy, including injunctive relief. The County and the School Board shall be entitled to recover any attorney's fees expended to enforce violations of the foregoing restrictions or to collect school impact fees waived or reduced in violation of the foregoing restrictions.

[THIS SPACE LEFT BLANK INTENTIONALLY]
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name as of the date first above written.

WITNESSES:

Print: [Signature]

Print: [Signature]

BADC HUNTINGTON COMMUNITIES, LLC, a Florida limited liability company

By: [Signature]

By: Howard B. Lefkowitz, Vice President

BADC ASSET MANAGERS, INC., a Florida corporation

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 1st day of February, 2017, by Howard B. Lefkowitz, as Vice President of BADC Asset Managers, Inc., a Florida corporation, as Manager of BADC Huntington Communities, LLC, a Florida limited liability company.

Notary Public; State of Florida

Name: Susanne Wilde
My Commission Expires: 12/31/19
My Commission No.: 193988
LEGAL DESCRIPTION

HUNTINGTON WOODS AT HUNTER'S RIDGE - PHASE I ("HUNTINGTON WOODS I"):

A PORTION OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


NORTH 01 DEGREES 49 MINUTES 28 SECONDS EAST, A DISTANCE OF 5.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 387.57 FEET AND A CENTRAL ANGLE OF 43 DEGREES 55 MINUTES 33 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 297.13 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 20 DEGREES 08 MINUTES 18 SECONDS WEST, A DISTANCE OF 289.91 FEET TO THE END OF SAID CURVE; THENCE NORTH 42 DEGREES 06 MINUTES 05 SECONDS WEST, 167.07 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 34 SECONDS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 118.34 FEET; SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 34 DEGREES 23 MINUTES 48 SECONDS WEST, A DISTANCE OF 117.98 FEET TO THE END OF SAID CURVE; THENCE NORTH 26 DEGREES 41 MINUTES 31 SECONDS WEST, 912.32 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1120.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 03 MINUTES 32 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 137.98 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 30 DEGREES 13 MINUTES 17 SECONDS WEST, A DISTANCE OF 137.90 FEET TO THE END OF SAID CURVE; THENCE NORTH 33 DEGREES 45 MINUTES 03 SECONDS WEST, 146.49 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 31 MINUTES 46 SECONDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 603.00 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 19 DEGREES 59 MINUTES 10 SECONDS WEST, A DISTANCE OF 597.22 FEET TO THE END OF SAID CURVE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE SOUTH 85 DEGREES 52
MINUTES 06 SECONDS WEST A DISTANCE OF 281.63 FEET; THENCE NORTH 45
DEGREES 07 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 115.76 FEET;
THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE
OF 62.61 FEET; THENCE SOUTH 85 DEGREES 52 MINUTES 06 SECONDS WEST FOR
A DISTANCE OF 519.49 FEET; THENCE SOUTH 27 DEGREES 42 MINUTES 18 SECONDS
WEST FOR A DISTANCE OF 57.36 FEET; THENCE SOUTH 04 DEGREES 52 MINUTES 37
SECONDS EAST FOR A DISTANCE OF 52.23 FEET; THENCE SOUTH 07 DEGREES 06
MINUTES 28 SECONDS WEST FOR A DISTANCE OF 76.24 FEET; THENCE SOUTH 04
DEGREES 00 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 62.24 FEET; THENCE
SOUTH 29 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 65.66
FEET; THENCE SOUTH 31 DEGREES 38 MINUTES 21 SECONDS EAST FOR A
DISTANCE OF 72.55 FEET; THENCE NORTH 74 DEGREES 46 MINUTES 04 SECONDS
EAST FOR A DISTANCE OF 63.04 FEET; THENCE SOUTH 75 DEGREES 18 MINUTES 50
SECONDS EAST FOR A DISTANCE OF 29.68 FEET; THENCE SOUTH 21 DEGREES 37
MINUTES 04 SECONDS EAST FOR A DISTANCE OF 100.88 FEET; THENCE SOUTH 43
DEGREES 05 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 163.67 FEET;
THENCE NORTH 66 DEGREES 07 MINUTES 52 SECONDS WEST FOR A DISTANCE OF
5.62 FEET; THENCE NORTH 52 DEGREES 17 MINUTES 50 SECONDS WEST FOR
A DISTANCE OF 75.82 FEET; THENCE SOUTH 79 DEGREES 03 MINUTES 18 SECONDS
WEST FOR A DISTANCE OF 129.91 FEET; THENCE SOUTH 63 DEGREES 20 MINUTES
17 SECONDS WEST FOR A DISTANCE OF 78.48 FEET; THENCE SOUTH 28 DEGREES
44 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 92.01 FEET; THENCE SOUTH
27 DEGREES 21 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 35.48 FEET;
THENCE SOUTH 09 DEGREES 40 MINUTES 44 SECONDS WEST FOR A DISTANCE
OF 35.95 FEET; THENCE SOUTH 46 DEGREES 22 MINUTES 05 SECONDS EAST FOR A
DISTANCE OF 33.71 FEET; THENCE SOUTH 08 DEGREES 59 MINUTES 09 SECONDS
EAST FOR A DISTANCE OF 110.27 FEET; THENCE SOUTH 25 DEGREES 29 MINUTES
08 SECONDS WEST FOR A DISTANCE OF 37.62 FEET; THENCE SOUTH 72 DEGREES
36 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 175.45 FEET; THENCE NORTH
28 DEGREES 39 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 223.87 FEET TO
THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF
1175.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 16 MINUTES 37 SECONDS;
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A
DISTANCE OF 477.35 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS
NORTH 40 DEGREES 17 MINUTES 30 SECONDS WEST, A DISTANCE OF 474.08 FEET
TO THE END OF SAID CURVE; THENCE NORTH 44 DEGREES 16 MINUTES 51
SECONDS WEST FOR A DISTANCE OF 145.74 FEET; THENCE NORTH 30 DEGREES 58
MINUTES 16 SECONDS WEST FOR A DISTANCE OF 50.00 FEET; THENCE NORTH 59
DEGREES 01 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 236.45 FEET;
THENCE NORTH 30 DEGREES 58 MINUTES 16 SECONDS WEST FOR A DISTANCE
OF 130.00 FEET; THENCE NORTH 59 DEGREES 01 MINUTES 44 SECONDS EAST FOR A
DISTANCE OF 660.00 FEET; THENCE SOUTH 30 DEGREES 58 MINUTES 16 SECONDS
EAST FOR A DISTANCE OF 157.59 FEET TO THE BEGINNING OF A CURVE,
CONCAVE SOUTHERLY HAVING A RADIUS OF 775.00 FEET AND A CENTRAL
ANGLE OF 11 DEGREES 30 MINUTES 15 SECONDS; THENCE EASTERLY ALONG THE
ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 155.61 FEET SAID ARC
SUBLTENDED BY A CHORD WHICH BEARS NORTH 80 DEGREES 06 MINUTES 59 SECONDS EAST, A DISTANCE OF 155.35 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 243.72 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 135.00 FEET; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 255.50 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 215.70 FEET SAID ARC SUBLTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 214.74 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 440.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 43 MINUTES 30 SECONDS; THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 143.80 FEET SAID ARC SUBLTENDED BY A CHORD WHICH BEARS SOUTH 84 DEGREES 46 MINUTES 09 SECONDS EAST, A DISTANCE OF 143.16 FEET TO THE END OF SAID CURVE; THENCE NORTH 85 DEGREES 52 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 34.60 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF HUNTER'S RIDGE BOULEVARD; THENCE SOUTH 04 DEGREES 07 MINUTES 54 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 411.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1255.00 FEET AND A CENTRAL ANGLE OF 02 DEGREES 05 MINUTES 24 SECONDS; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 45.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 24.26 ACRES MORE OR LESS.
HUNTINGTON WOODS AT HUNTER’S RIDGE PHASE 2
DESCRIPTION

A REPLAT OF TRACTS "M" AND "N", HUNTINGTON WOODS AT HUNTER’S RIDGE PHASE 1 AS RECORDED IN MAP BOOK 37, PAGES 65 THROUGH 69, INCLUSIVE, LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "M" OF SAID HUNTINGTON WOODS AT HUNTER’S RIDGE PHASE 1; THENCE ALONG THE LIMITS OF SAID TRACT "M" THE FOLLOWING FIVE (5) COURSES: N59°01’44”E FOR 660.00 FEET; THENCE S30°58’16”E FOR 157.59 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 775.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS N15°38’07”W, WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°20’08” FOR A DISTANCE OF 207.43 FEET TO THE POINT OF TANGENCY; THENCE S59°01’44”W FOR 455.03 FEET; THENCE N30°58’16”W FOR 130.00 FEET TO THE POINT OF BEGINNING;

AND

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT "N" OF SAID HUNTINGTON WOODS AT HUNTER’S RIDGE PHASE 1; THENCE ALONG THE LIMITS OF SAID TRACT "N" THE FOLLOWING FOUR (4) COURSES: N59°01’44”E FOR 578.42 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY HAVING A RADIUS OF 300.00 FEET; THENCE, FROM A RADIAL LINE WHICH BEARS N57°49’17”E, SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°33’16” FOR A DISTANCE OF 133.80 FEET; THENCE DEPARTING SAID CURVE S59°01’44”W FOR 551.80 FEET; THENCE N30°58’16”W FOR 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.71 ACRES, MORE OR LESS.
CONSENT AND JOINDER OF OWNER

The undersigned, Robert Fitzsimmons as President of Gallery Homes of DeLand, Inc., the owner of the properties known as Lot 5, 9, 22, 23, 24, 26, 33, 34, 45, and 46 Huntington Woods at Hunter's Ridge – Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street addresses are respectively 13 Huntington Place, 21 Huntington Place, 15 Shear Water Trail, 17 Shear Water Trail, 21 Shear Water Trail, 25 Shear Water Trail, 24 Shear Water Trail, 22 Shear Water Trail, 16 Huntington Place, and 14 Huntington Place, all in Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 22nd day of February, 2017.

WITNESSES:

Sign Name: [Signature]
Print Name: [Print Name]

GALLERY HOMES OF DELAND, INC.

By: [Signature]
Robert Fitzsimmons, President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was sworn to and subscribed before me this 22nd day of February, 2017 by Robert Fitzsimmons, President of Gallery Homes of DeLand, Inc., who is personally known to me or has produced [Identification] as identification.

[Signature]
Notary Public
State of Florida
Print Name: [Print Name]
My Commission Expires: [expiration date]
My Commission No.: [Commission No.]
CONSENT AND JOINDER OF OWNER

The undersigned, James M. Rinehart and Jayne A. Robertson, are the owners of the property known as Lot 48, Huntington Woods at Hunter's Ridge Hunter's Ridge – Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 10 Huntington Place, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this day of March, 2017.

James M. Rinehart

WITNESSES:

Sign Name: [Signature]
Print Name: William (Sp.)

Sign Name: [Signature]
Print Name: Jayne A. Robertson

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was sworn to and subscribed before me this day of March, 2017 by James M. Rinehart and Jayne A. Robertson who are personally known to me or have produced FL Driver License as identification.

JILL N. LEO
Notary Public
State of Florida
Print Name: [Signature]
My Commission Expires: 7.24.2021
My Commission No.: 105772
CONSENT AND JOINDER OF OWNER

The undersigned, James M. Rinehart and Jayne A. Robertson, are the owners of the property known as Lot 48, Huntington Woods at Hunter's Ridge Hunter's Ridge – Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 10 Huntington Place, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 5th day of March, 2017.

WITNESSES:

<table>
<thead>
<tr>
<th>Sign Name</th>
<th>Print Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>James M. Rinehart</td>
<td>Patricia A. Hall</td>
</tr>
<tr>
<td>Jayne A. Robertson</td>
<td>Jill N. Leo</td>
</tr>
</tbody>
</table>

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was sworn to and subscribed before me this 5th day of March, 2017 by James M. Rinehart and Jayne A. Robertson who are personally known to me or have produced Florida Driver's Licenses as identification.

Notary Public

Print Name: Jill N. Leo
My Commission Expires: 7-24-2019
My Commission No.: FF 105772
CONSENT AND JOINDER OF OWNER

The undersigned, James L. and Carol L. Hodak, are the owners of the property known as Lot 6, Huntington Woods at Hunter's Ridge – Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 15 Huntington Place, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 3rd day of February, 2017.

WITNESSES:

Sign Name: Heleone G. Rice
Print Name: Heleone G. Rice

Sign Name: Thomas R. Hodak
Print Name: Thomas R. Hodak

Carol L. Hodak

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was sworn to and subscribed before me this 3rd day of February, 2017 by James L. Hodak and Carol L. Hodak who are personally known to me or have produced __________________ as identification.

Notary Public

[SIGNATURE]

Notary Public, State of Florida
Print Name: Susanne Wilde
My Commission Expires: 12/28/19
My Commission No.: 193488
CONSENT AND JOINDER OF OWNER

The undersigned, John J. and Katherine Dockery, are the owners of the property known as Lot 7, Huntington Woods at Hunter's Ridge – Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 17 Huntington Place, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 10th day of February, 2017.

WITNESSES:

Sign Name: [Signature]
Print Name: Sam Coach

Sign Name: [Signature]
Print Name: Jennifer Jones

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was sworn to and subscribed before me this 10th day of February, 2017 by John J. Dockery and Katherine Dockery who are personally known to me or have produced [Identification] as identification.

[Notary Public]

Print Name: [Signature]
My Commission Expires: 11/28/19
My Commission No.: 143988
CONSENT AND JOINDER OF OWNER

The undersigned, Thomas D. Eldredge and Margaret L. Eldredge, are the owners of the property known as Lot 8, Huntington Woods at Hunter's Ridge Hunter's Ridge - Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 19 Huntington Place, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 31st day of January, 2017.

WITNESSES:

[Signatures]

Thomas D. Eldredge

Margaret L. Eldredge

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was sworn to and subscribed before me this 31st day of January, 2017 by Thomas D. Eldredge and Margaret L. Eldredge who are personally known to me or have produced [Identification] as identification.

[Seal]

Notary Public

Print Name: Susanne Wible
My Commission Expires: 11/28/19
My Commission No.: 193588
CONSENT AND JOINDER OF OWNER

The undersigned, Joel and Georgette King, are the owners of the property known as Lot 43, Huntington Woods at Hunter's Ridge – Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 20 Huntington Place, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of their above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 27th day of February, 2017.

WITNESSES:

Sign Name: ______________________
Print Name: ______________________

Sign Name: ______________________
Print Name: ______________________

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was sworn to and subscribed before me this 27th day of February, 2017 by Joel King and Katherine King who are personally known to me or has produced identification.

Notary Public
State of Florida
Print Name: ______________________
My Commission Expires: 1/28/19
My Commission No.: 193988

(S millionaire
[seal]
CONSENT AND JOINDER OF OWNER

The undersigned, Peggy A. Epton, is the owner of the property known as Lot 21, Huntington Woods at Hunter's Ridge—Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 13 Shear Water Trail, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this day of February, 2017.

WITNESSES:

Sign Name: 
Print Name: 

Peggy A. Epton

Sign Name: 
Print Name: 

STATE OF FLORIDA
COUNTY OF Flagler

The foregoing instrument was sworn to and subscribed before me this day of February, 2017 by Peggy A. Epton who is personally known to me or has produced as identification.

Susanne Wilde
Notary Public

State of Florida
Print Name: Susanne Wilde
My Commission Expires: 1/28/19
My Commission No.: 193988

[Signature]

[Image: Notary Seal]
CONSENT AND JOINDER OF OWNER

The undersigned, Douglas V. Giacobbe and Gayle K. Giacobbe, are the owners of the property known as Lot 36, Huntington Woods at Hunter’s Ridge – Phase 1 as recorded in Map Book 37, Page 65 of the Public Records of Flagler County, Florida and whose street address is 16 Shear Water Trail, Ormond Beach, FL 32174.

The undersigned hereby joins and consents to the dedication and restrictions of the above described property and agrees to be subject to the Declaration of Covenants and Restrictions attached hereto.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 28th day of February, 2017.

WITNESSES:

Sign Name: Brandon S. Perry
Print Name: Brandon S. Perry

Sign Name: Gayle K. Giacobbe

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and subscribed before me this 28th day of February, 2017 by Douglas V. Giacobbe and Gayle K. Giacobbe who are personally known to me or have produced [identification information] as identification.

Notary Public
State of Florida

Print Name: [signature]
My Commission Expires: February 27, 2020
My Commission No.: [number]
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM #8a

SUBJECT: Consideration of the Board of County Commissioners 2019 Committee Assignments.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: According to the adopted bylaws of the Board of County Commissioners, each year the Commission makes its committee assignments for the upcoming year. There are twenty-five (25) committee assignments that are designated for Commissioners to attend and represent the Commission. As part of the process, on November 20, 2018, each Commissioner was provided a listing of the 2019 Committee Positions and Synopsis and the Committee Wish List form. Each Commissioner was asked to return the completed Committee Wish List form to staff by November 28th indicating the committees they would like to participate on in the coming year.

Based on the information received, the results have been tabulated and included to aid the Commission’s discussion and assignments. In order to assist in facilitating the discussion, staff has highlighted the listing to show where there is only one Commissioner wishing to be assigned to the committee (green), committees needing assignment (beige), and those where more than one Commissioner has requested to be appointed to the committee (white).

Following deliberation, the Commission will finalize the Committee Assignments for approval.

FUNDING INFORMATION: NA

DEPT./CONTACT/PHONE #: Christie L. Mayer, Exec. Admin. Assistant, (386) 313-4094

RECOMMENDATION: Request the Commission approve the Commissioners 2019 Committee Assignments.

ATTACHMENTS:
1. 2019 Committee Assignments and Synopsis
2. Combined Commissioner Wish List (To Be Provided as an Update)

Craig M. Coffey, County Administrator

Date 27 Nov 2018

11/26/2018 Electronically Submitted by Administration Department, Christie Mayer
11/26/2018 Electronically Approved by Deputy County Administrator, Sally Sherman
Flagler County Board of County Commissioners
2019 Committee Positions and Synopsis

A1A SCENIC CORRIDOR ADVOCACY BYWAYS GROUP (FRIENDS OF A1A)

Function: To preserve, protect, promote, and enhance the outstanding resources of the A1A Scenic and Historic Coastal Byway in a manner that provides a unique experience for visitors, and maintains an unhurried lifestyle and "Old Florida" ambiance for all. The 72 miles of mostly two-lane roadway navigate from the northern boundary of St. John's County and weaves through America's oldest city, St. Augustine finally ending at the terminus of Flagler County at the Gamble Rogers Memorial Park on Flagler Beach. Board of Directors has a Government Representative from each of the A1A counties.

Membership: Volunteer Organization

Meeting Info: Meets Quarterly on the fourth Thursday of the month

Contact Person: Danielle Anderson, Scenic A1A, 904/425-8055

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Frank Meeker
BOCC Member Assigned for 2017: Greg Hansen
BOCC Member Assigned for 2018: Greg Hansen

A1A SCENIC PRIDE

Established: 2001:

Function: To initiate, coordinate and monitor plans, strategies, programs and events for the improvement and enhancement of the Scenic Highway Corridor, taking into account the plans, visions, goals and strategies set forth in the Corridor Management Plan (CMP).

Membership: Membership list is maintained by the group and is conditional upon meeting attendance. Any County Commissioner may be selected to serve.

Meeting Info: Meets on the fourth Friday of each month at 8:00 a.m. at the Hammock Community Center on MalaCompra Drive.

Contact Person: Dennis Clark, A1A Scenic Pride, 386/986-3881

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Frank Meeker
BOCC Member Assigned for 2017: Greg Hansen
BOCC Member Assigned for 2018: Greg Hansen
Flagler County Board of County Commissioners  
2019 Committee Positions and Synopsis

Established: 1994

Function: This is an informal working group that works to establish and carry out the goals of the Flagler County Artificial Reef Program.

Membership: Scientific advisors, volunteers, St. Augustine Port, Waterway and Beach District, and other local interests in recreational fishing opportunities.

Meeting Info: Meets as needed to coordinate with grant applications, new permit site applications, and post-project construction assessments.

Staff Liaison: Amy Kennedy, Engineering Department, 386/313-4047

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: George Hanns
BOCC Member Assigned for 2017: David Sullivan
BOCC Member Assigned for 2018: Greg Hansen

CANVASSING BOARD

Established: A County Canvassing Board is established before each selection.

Function: The purpose of the Canvassing Board is to publically canvass the absentee and provisional ballots and the votes from the precincts and then certify the results.

Membership: Membership is made up of the County Judge, Supervisor of Elections and the Chair of the County Commission (unless one is unable to serve and then that person is replaced according to 102.141, F.S.). The current Chair of the County Commission must serve on the Canvassing Board (an alternate Commissioner should be selected to serve should the Chairman not be able to attend a meeting).

Meeting Info: Meetings are held in the Supervisor of Elections Office, first floor of the Government Services Building and are scheduled and advertised for each election. The number and times of meetings depends on the particular election. However, meetings usually start approximately two weeks before the election and continue one to two weeks after an election.

Contact Person: Kaiti Lenhart, Supervisor of Elections, 386/313-4170
CHAIR OF COUNTY COMMISSION MUST SERVE
BOCC Member Assigned for 2016: Nate McLaughlin to serve as BOCC appointee; Frank Meeker to serve as substitute for Supervisor of Elections; Alternates Appointed by Commission Chairperson.
BOCC Member Assigned for 2017: No County representatives needed; City elections will be canvassed by the respective City.
BOCC Member Assigned for 2018: David Sullivan (Delegate), Charles Ericksen, Jr. (Alternate)

EARLY LEARNING COALITION
OF FLAGLER AND VOLUSIA COUNTIES

Function: This is a 501(c)(3) non-profit organization that was formed as a result of state legislation. The mission is to administer child care programs and developmental/literacy services to children, ages birth to 5 years old, of at-risk families to ensure the children are ready to enter school.

Membership: Comprised of 18-35 members. A number of the seats are designated to be filled by representatives from various service agencies, county governments, and the private sector. Three of the members are appointed by the Governor. County Government representatives from Flagler and Volusia County serve on a two-year rotation basis. Flagler County served on the council from July 2011 to July 2013. Flagler County will then take a two-year hiatus before again serving on this council (July 2015). Any County Commissioner may be selected to serve.

Appointment Terms: Two year terms

Meeting Info: Meets the fourth Tuesday of the month (January, March, May, June, August, October, November) at 8:30 a.m. Meeting locations rotate between Flagler and Volusia Counties.

Staff Liaison: D.J. Lebo, ELC Executive Director, 386/323-2400 extension 196

ANY COUNTY COMMISSIONER MAY SERVE
Volusia County Member Assigned from July 2013 to June 2014
Flagler County Member Assigned from July 2015 to June 2017: Nate McLaughlin
Volusia County Member Assigned from July 2017 to June 2019
Flagler County Board of County Commissioners
2019 Committee Positions and Synopsis

ECONOMIC OPPORTUNITY ADVISORY COUNCIL

Established: November, 2011

Function: The Council operates in an advisory capacity on the availability of economic development opportunities and resources by providing guidance, expertise and feedback as appropriate. Additionally, the appointed council members work towards the expansion and retention of business and manufacturing that create quality jobs and diversify our community tax base. Creating more economic development activity in Flagler County is in the public interest.

Membership: Council includes nine members selected by the Board of County Commissioners and including a County Commissioner as chairman and representatives from the following disciplines: Finance/Investment Banking/Angel Investment; Agriculture; Marketing; Manufacturer; Industrial Park Developer/ General Contractor/ Commercial Realtor; Hi-tech Business; and two At-Large members.

Appointment Terms: Council Members will serve three year terms with an initial staggered term membership of one, two or three years.

Meeting Info: Meets the third Wednesday of the month at 9:00 a.m. in the County Commission Chambers, on the first floor of the Government Services Building.

Staff Liaison: Helga van Eckert, Economic Opportunity Executive Director, 386/313-4071

COUNTY COMMISSION CHAIRMAN OR DESIGNEE TO SERVE
BOCC Member Assigned for 2016: Nate McLaughlin
BOCC Member Assigned for 2017: Donald O'Brien
BOCC Member Assigned for 2018: Donald O'Brien

FAMILY LIFE CENTER

Established: The Family Life Center was established in 1987.

Function: The mission of the Family Life Center is to provide essential support services to individuals and families to end Domestic Violence and Sexual Violence in Flagler County. Support services include shelter, food, clothing, transportation, medical services, employment coaching, education resources, legal service support, counseling, community education, conducting outreach programs that focus on prevention and education related to Domestic Violence and Sexual Violence at no cost to victims, and partnering with other social service and law enforcement agencies to coordinate support services and programs.

Membership: There are a total of 14 members: nine At-large Board Members, a Member of the Clergy, and five Ex-Officio Board Members representing Community Governments.
Flagler County Board of County Commissioners  
2019 Committee Positions and Synopsis

Appointment Terms: Family Life Center At-large Board Members are appointed to three year terms. Ex-Officio Community Government Board Members and the Member of the Clergy are appointed for one (1) year terms.

Meeting Info: Meets the third Tuesday of the month at 12:00 noon at the Flagler County Chamber of Commerce, with the exception of July and December when they do not meet.

Contact Person: Trish Giaccone, Executive Director, 386/437-7747

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2017: Charles Ericksen, Jr.
BOCC Member Assigned for 2018: Charles Ericksen, Jr.

FLAGLER COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE

Established: 163.3174 Florida Statute

Function: To make recommendations to the Board regarding specific initiatives to encourage or facilitate affordable housing in Flagler County. Now acting as the local affordable housing advisory committee pursuant to Section 420.9076, Florida Statutes; Section 16-77 of the Flagler County Code and the State Housing Initiatives Partnership (SHIP) Procedures Manual.

Membership: Consists of 12 members from a variety of categories; one of which is entitled Local Planning Agency. The Local Planning Agency in Flagler County is the Board of County Commissioners; therefore, a County Commissioner serves on the committee.

Appointment Terms: Members serve four year terms.

Meeting Info: Meets the second Tuesday of the month at 8:30 a.m. in the Financial Conference Room on the third floor of the Government Services Building.

Staff Liaison: Valerie Bradley, SHIP, 386/313-4037

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Charles Ericksen, Jr.
BOCC Member Assigned for 2017: Charles Ericksen, Jr.
BOCC Member Assigned for 2018: Charles Ericksen, Jr.
FLAGLER COUNTY CHAMBER OF COMMERCE AND AFFILIATES

Established: 1962

Function: Driving force of the Chamber of Commerce and Affiliates which sets policy and procedures.

Membership: One member of the Flagler County Board of County Commissioners serves in an Ex-Officio capacity. Any County Commissioner may be selected to serve.

Appointment Terms: One year.

Meeting Info: Meets the third Thursday of the month at 8:00 a.m. at the Chamber office.

Contact Person: Jorge Gutierrez, Chamber Executive Director, 386/437-0106

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Nate McLaughlin
BOCC Member Assigned for 2017: Donald O'Brien
BOCC Member Assigned for 2018: Donald O'Brien

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FLAGLER COUNTY DEPARTMENT OF JUVENILE JUSTICE COUNCIL

Established: Florida Statute Section 985.664 Mandates establishment of a Council for each Court Circuit in the State.

Function: To provide a forum for community partners to effectively identify causes of juvenile delinquency, conduct an honest and ongoing assessment juvenile services, provide solid, lasting solutions to problems and support successful programs which improves the lives of youth and families by increasing public safety.

Membership: Must include a State Attorney, a Public Defender, the Chief Judge of the Circuit and Community Leaders.

Contact Person: Cheryl Massaro, Flagler County Schools 386/437-7540 ext 5101.

Meeting Info: Meets the third Wednesday of the month at 9:00 a.m., on the third floor of the Government Services Building.
ANY COUNTY COMMISSIONER MAY SERVE

** It is suggested that the same individual serve on this Council as on the Juvenile Justice Circuit Advisory Council for consistency.

BOCC Member Assigned for 2016: Barbara Revels
BOCC Member Assigned for 2017: Charles Ericksen, Jr.
BOCC Member Assigned for 2018: Charles Ericksen, Jr.

GEORGE WASHINGTON CARVER CENTER GOVERNANCE BOARD

Established: BOCC Appointment to Governance Board Approval April 18, 2011

Function: The purpose of the Governance Board is to provide a coalition that focuses primarily on supporting the needs and delivery of services at the Carver Center. This means that each of the representatives has a voice to ensure that the needs are being met at the Center for their respective constituents. The managing entity of the Carver Center will receive feedback and guidance from the governing board.

Membership: Representatives of the Flagler County Board of County Commissioners, City of Bunnell, Flagler County School Board, Flagler County Sheriff’s Office, Flagler County Housing Authority, Carver Foundation, Carver Youth Council and at-large members.

Contact Person: Cheryl Massaro, Flagler County Schools, 386/437-7540 ext 5101.

Meeting Info: Meets quarterly on the third Thursday of the month at 2:00 p.m., at the Carver Center in Bunnell.

ANY COUNTY COMMISSIONER MAY SERVE

BOCC Member Assigned for 2016: Charles Ericksen, Jr.
BOCC Member Assigned for 2017: Charles Ericksen, Jr.
BOCC Member Assigned for 2018: Charles Ericksen, Jr.

HERITAGE CROSSROADS: MILES OF HISTORY HERITAGE HIGHWAY

Established: February 28, 2005

Function: To promote the Heritage Highway designation and raise awareness of historically significant roadways within Flagler County.

Membership: There are 12 permitted voting positions. One for each local government and the remaining six are other appointed members. They are first come first serve. The representative can be any County Commissioner, staff member or other non-elected appointee.
Flagler County Board of County Commissioners
2019 Committee Positions and Synopsis

Meeting Info: Meets the second Friday of the month at 1:30 p.m. in the first floor conference room of the Government Services Building.

Staff Liaison: Karen Wilharm, 813/281-8328, heritagecrossroadshighway@gmail.com

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Nate McLaughlin
BOCC Member Assigned for 2017: David Sullivan
BOCC Member Assigned for 2018: David Sullivan

JUVENILE JUSTICE CIRCUIT ADVISORY COUNCIL

Joined: December 2013

Function: The Florida Department of Juvenile Justice has created a new statewide Juvenile Justice Circuit Advisory Board for each of the 20 judicial circuits. The Circuit Advisory Boards will provide advice and direction to the Department of Juvenile Justice in the development and implementation of juvenile justice programs and will work collaboratively with the Department in seeking program improvements and policy changes to address the emerging and changing needs of Florida's youth who are at risk of delinquency.

This Juvenile Justice Circuit Advisory Council is in addition to the current Flagler County Department of Juvenile Justice Council.

Membership: There are 15 categories of membership including State Attorney, Public Defender, Chief Judge, County Commissioners, Department of Children and Families, Sheriff, School Superintendent, Workforce Organization, Faith Community, Community or Youth Leader, etc.

Meeting Info: Meets quarterly with dates and locations rotating.

Contact Person: Yvonne R. Maffia, State Coordinator, 850/717-2443.

ANY COUNTY COMMISSIONER MAY SERVE
** It is suggested that the same individual serve on this Council as on the Flagler County Juvenile Justice Council for consistency.

BOCC Member Assigned for 2016: Barbara Revels
BOCC Member Assigned for 2017: Charles Ericksen, Jr.
BOCC Member Assigned for 2018: Charles Ericksen, Jr.

LIBRARY BOARD OF TRUSTEES

Established: In accordance with Flagler County Code Section 25-2.
Flagler County Board of County Commissioners  
2019 Committee Positions and Synopsis

**Function:** To establish policies regarding the delivery of public library services and to report to the Board and citizens of the County at least one a year regarding the status, progress, and needs of the library in regard to the provision of these services.

**Membership:** Consists of 7 members appointed by the Board. The Trustees have requested appointment of a County Commissioner to serve as a liaison to the committee.

**Appointment Terms:** 3 year terms

**Meeting Info:** Meetings are held on the second Monday of the month at 4:30 p.m. at the Library.

**Staff Liaison:** Holly Albanese, Library Director, 386/446-6763.

**ANY COUNTY COMMISSIONER MAY SERVE**

BOCC Member Assigned for 2016: George Hanns  
BOCC Member Assigned for 2017: David Sullivan  
BOCC Member Assigned for 2018: David Sullivan

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**MANAGEMENT ADVISORY GROUP FOR THE GUANA TOLOMATO MATANZAS NATIONAL ESTUARINE RESEARCH RESERVE**

**Established:** November 1999

**Function:** To assist the Department of Environmental Protection (DEP) in an advisory capacity by providing recommendations to DEP on matters associated with the implementation of the GTMNERR Management Plan regarding environmental education, scientific research, and resource management strategies; to participate in interagency coordination and communication among federal, state, and local governmental agencies and the public on issues regarding the management of conservation areas within the reserve; and to support the seeking of funding to provide for land acquisition, facilities development and maintenance, scientific research, environmental monitoring, environmental education, equipment purchases, general operations expenses and any other purpose necessary for the effective functioning of the reserve.

**Membership:** 23 members and specific categories; one of which is a County Commissioner. Any County Commissioner may be selected to serve.

**Appointment Terms:** Determined by the agencies/entities each represents.

**Meeting Info:** Meets quarterly at 6:00 p.m. with the meeting locations rotating between Marineland and Ponte Vedra Beach.

**Contact Person:** Tina Gordon, GTMNERR, 904/823-4500.
ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Frank Meeker
BOCC Member Assigned for 2017: Greg Hansen
BOCC Member Assigned for 2018: Charles Ericksen, Jr.

NORTHEAST FLORIDA REGIONAL COUNCIL

Established: 1977

Function: Serves the seven county region for intergovernmental relations and Economic Development Opportunities.

Membership: 35 members; 2/3 are elected officials, 1/3 made up of gubernatorial appointees, as well as County Commission representation. The County Commission may appoint any member of the County Commission or staff ro non-elected appointee with an appropriate background.

Appointment Terms: Serves at the discretion of the Board of County Commissioners.

Meeting Info: Meets every other month starting in February on the first Thursday of the month at 10:00 a.m. in Jacksonville.

Contact Person: Brian Teeple, Chief Executive Officer, 904/279-0880

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Frank Meeker
BOCC Member Assigned for 2017: David Sullivan
BOCC Member Assigned for 2018: David Sullivan

PUBLIC SAFETY COORDINATING COUNCIL

Established: Pursuant to section 951.25, Florida Statutes.

Function: A four-part function inclusive of, but not limited to “assessing the population status of all detention or correctional facilities owned or contracted by the County, formulating recommendations to ensure that the capacities of such facilities are not exceeded, recommendations shall also include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county.”
Flagler County Board of County Commissioners  
2019 Committee Positions and Synopsis

Membership: The Commission Chair or designee may be selected to serve. There are a myriad of members and categories in accordance with grant application requirements.

Appointment Terms: Varies; some have no term limit, some have four year terms.

Meeting Info: Meets on the second Wednesday of the month at 8:45 a.m. at the Emergency Operations Center. All meetings of the council as well as its records, books, documents, and papers are open and available to the public in accordance with Section 119.07 and 286.011, Florida Statutes.

Staff Liaison: Sally Sherman, Deputy County Administrator, 386/313-4094.

COUNTY COMMISSION CHAIRMAN OR DESIGNEE TO SERVE
BOCC Member Assigned for 2016: Barbara Revels
BOCC Member Assigned for 2017: Nate McLaughlin
BOCC Member Assigned for 2018: Nate McLaughlin

RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION  
BOARD OF DIRECTORS

Function: The voting members of the TPO review local, regional, and statewide transportation issues and work cooperatively to determine appropriate policy to address transportation needs.

Membership: Consists of elected officials representing all of the local governments, including municipal and county entities. As outlined in Florida Statutes, the R2S TPO Board is comprised of 19 voting members. In addition, there are five non-voting members on the TPO Board. Effective in 2018, the River to Sea TPO allowed the appointment of alternates from the Counties to their Board of Directors.

Appointment Term: One-year terms.

Meeting Info: Meets on the fourth Wednesday of every month at 9:00 a.m. at the TPO office in Daytona Beach.

Staff Liaison: Sally Sherman, Deputy County Administrator, 313-4125
Flagler County Board of County Commissioners
2019 Committee Positions and Synopsis

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Barbara Revels
BOCC Member Assigned for 2017: Nate McLaughlin
BOCC Member Assigned for 2018: Designee: Nate McLaughlin; Alternate: Donald O'Brien

SCHOOL PLANNING OVERSIGHT COMMITTEE


Function: The School Planning Oversight Committee meets annually in a joint workshop session with community governing bodies and the School Board to provide an opportunity for the representatives to hear reports, discuss policy and provide technical review and recommendations regarding any need for change.

Membership: Elected Officials from the local governments within the County and the School Board.

Meeting Info: Meets the second Thursday of June in joint workshop session.

Contact Person: Jacob Oliva, School Superintendent, 386/437-7526 extension 3113

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Frank Meeker and Charles Ericksen, Jr.
BOCC Member Assigned for 2017: Charles Ericksen, Jr. and Donald O'Brien
BOCC Member Assigned for 2018: Charles Ericksen, Jr. and Donald O'Brien

SMALL COUNTY COALITION

Joined: February 2013

Function: The Small County Coalition is a statewide alliance of county commissions from small and rural counties. The purpose of the Coalition is to give increased visibility and support to the issues of small counties and rural communities.

Meeting Info: Meets in conjunction with the Florida Association of Counties meetings: County Legislative Day in Tallahassee (March), Annual Meeting (June) and Legislative Conference (November).

Contact Person: Chris Doolin, 850/508-5492

ANY COUNTY COMMISSIONER MAY SERVE

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Flagler County Board of County Commissioners
2019 Committee Positions and Synopsis

BOCC Members Assigned for 2016: George Hanns and Charles Ericksen, Jr.
BOCC Members Assigned for 2017: Charles Ericksen, Jr. and David Sullivan
BOCC Members Assigned for 2018: Charles Ericksen, Jr. and David Sullivan

TOURIST DEVELOPMENT COUNCIL

Established: Flagler County Code Section 19-49, pursuant to Section 25.0104, Florida Statutes.

Function: To recommend to the Board expenditures of tourist development tax monies and to generally review and make recommendations on other aspects of tourism in the County.

Membership: Consists of nine members – Chair of the Board of County Commissioners or any other member of the BOCC as designated by the Chair who should serve as Chair of the Council, 2 elected municipal officials (1 from the most populous municipality in the County), 3 owners or operators of business subject to tourist development tax, and 3 involved in tourist industry.

Appointment Terms: Appointed for four year terms.

Meeting Info: Meetings are held on the third Wednesday of the month at 10:00 a.m. in the Board Chambers, first floor of the Government Services Building.

Staff Liaison: Matt Dunn, Tourism Director, 386/313-4225

COUNTY COMMISSION CHAIRMAN OR DESIGNEE TO SERVE
BOCC Member Assigned for 2016: Barbara Revels
BOCC Member Assigned for 2017: Nate McLaughlin
BOCC Member Assigned for 2018: Greg Hansen

TOWN OF MARINELAND CRA BOARD

Function: To Follow the Progress of the Community Redevelopment Agency (CRA)

Membership: One Flagler County Commissioner serves on this Board

Meeting Info: Meets once a year.

Contact Person: Mayor Leslie Babonis, Town of Marineland, 904/461-4005

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Nate McLaughlin
BOCC Member Assigned for 2017: Nate McLaughlin

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TRANSPORTATION DISADVANTAGED
LOCAL COORDINATING BOARD

Established: 2004

Function: Identify Transportation Disadvantaged service needs in the community, monitor and provide direction to the Community Transportation Coordinator, which is Flagler County, mediate local grievances against the system, evaluate services under the approved Transportation Disadvantaged Service Plan on a continuing basis, review local transportation disadvantaged funding opportunities.

Membership: Determined by Transportation Disadvantaged Council (NEFRC); typically consists of up to 17 members, representatives from local governments, state agencies, citizen's system users, disabled persons or business or business interests. Any County Commissioner may be selected to serve.

Appointment Terms: Unlimited

Meeting Info: Meets quarterly on the second Tuesday of every third month at 10:00 a.m. in the first floor Conference Room of the Government Services Building.

Staff Liaison: Bob Owens, General Services Office, 386/313-4190

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Charles Erickson, Jr.
BOCC Member Assigned for 2017: Greg Hansen
BOCC Member Assigned for 2018: Charles Erickson, Jr.

WORKFORCE DEVELOPMENT BOARD
OF FLAGLER AND VOLUSIA COUNTIES

Established: Originally 1983 but after legislatives changes 1996.

Function: To provide employment training services for Flagler and Volusia County residents. The Flagler county Board of County commissioners serves as the local government authority for this Board.

Membership: By Florida Statute, 51% of the Board must be from the private sector; also made up of other categories.
Flagler County Board of County Commissioners  
2019 Committee Positions and Synopsis

Appointment Terms: Two-year terms.

Meeting Info: Meets on a Friday at 9:00 a.m. in January, March, May, August and November at the Career Source office in Daytona Beach.

Staff Liaison: Robin King, Career Source Executive Director, 386-323-7074.

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Member Assigned for 2016: Frank Meeker
BOCC Member Assigned for 2017: Donald O’Brien
BOCC Member Assigned for 2018: Donald O’Brien

VALUE ADJUSTMENT BOARD

Established: Established by Florida Statute 194.015

Function: Historically, the Flagler County Value Adjustment Board (VAB) meets in September or October to hold an organizational meeting where the members select a chair and vice chair, appoint a VAB attorney and appoint special magistrates to hear the petitions, etc. The VAB will meet again after the special magistrate hearings, usually in November or December to accept or not accept the findings made by the special magistrates.

Membership: Two Board members with one alternate (other members include one School Board member with one alternate; one Board appointed citizen member and one School Board appointed citizen member).

Appointment Terms: One Value Adjustment Board Cycle.

Meeting Info: Meets as needed in the Board Chambers.

Staff Liaison: Lisa Funicello, Clerk of the Court, 386/313-4413

ANY COUNTY COMMISSIONER MAY SERVE
BOCC Members Assigned for 2016: George Hanns and Charles Ericksen, Jr.
BOCC Members Assigned for 2017: David Sullivan and Donald O’Brien
BOCC Members Assigned for 2018: David Sullivan and Donald O’Brien
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<th>Commissioner Ericksen</th>
<th>Commissioner Hansen</th>
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<td>Canvassing Board (2 Members - Chairman and Alternate)</td>
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<td>Management Advisory Group for GTMNERR</td>
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<td>River to Sea Transportation Planning Organization (2 Members - Chairman and Alternate)</td>
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**COLOR KEY:**
- (Beige) Committee needs to be assigned.
- (White) More than one commissioner requesting this committee.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 8b

SUBJECT: Consideration of an Interlocal Agreement with the City of Palm Coast For Water and Wastewater Services Capacity and Services for Old Kings Road South as a First Step in Working Towards a Larger Utility Master Plan Between the City and County and local Property Owners/Developers.

DATE OF MEETING: December 3, 2018

OVERVIEW/SUMMARY: Staff is seeking to enter into an Interlocal agreement with the City of Palm Coast as the first agreement necessary in a progression of activities and agreements that will be necessary regarding the provision of developing a cohesive water and wastewater services in the areas south of State Road 100 along Old Kings Road. Property owners along the Old Kings Road Service Area approached both the City and County with potential plans for future development which would require the availability of large amounts of both water and wastewater. The City, County and the Developers have been meeting for several months to develop a comprehensive plan to provide utilities within the corridor. While there are multiple utility systems in the area (City, County, and Private) all of which have slightly different challenges, and multiple owners/developers, there is a potential path forward that will attempt to be ironed out in the coming months and presented in a future agreement(s) between the City and the County, and the County and several developers.

The proposed agreement before you today is in accordance with the 2007 Utility Settlement Agreement and will move us closer toward implementation of a specific section of the agreement (Section 5.2). Additionally, the future agreement will seek to resolve two of the County’s dispute resolution issues regarding the settlement agreement, which involve the extension of the City water line to Old Kings Road (Section 5.2) and the City’s Annexation of some the County’s utility service area (Section 5.3). Our collective meetings have made significant progress on both of these issues.

The future agreement we are working toward would make the County a concurrent utility system and is be developed to follow a similar City-County model that we used in Beverly Beach. The County would seek to take the Eagle Lakes small utility system offline; explore taking over the Bulow Plantation system and also taking it offline as well. Additionally, we are exploring selling County utility property for the City’s future use. Funding for the County is a challenge to offset the connection fees for current utility flows, which is helped by the agreement before you. Other issues are coordination and funding by developers which have different timing, funding, ownership agreements, sizes of developments, etc. This is a very complex effort, however, again I believe we are making significant progress and this agreement, as a first step, is evidence of the collaboration needed to advance this project.

If we are able to reach final agreement on the overall plan with the City and Developer, it will forward many different strategic goals for both the City and County. Overall the implementation of proper utilities in the area are expected to: help expand affordable housing, increase tourism, eliminate smaller package or inefficient utility plants which will improve wastewater treatment and
hence the environment, expand the City and County's tax base, ensure proper fire protection, provide for additional commercial and industrial development sites, ensure an orderly development pattern and improve cooperation between the City, the County and the private sector.

On November 27, 2018, the City of Palm Coast held a workshop to discuss the agreement. The proposed Interlocal agreement was well received and the matter is scheduled for the City's December 4th meeting for approval.

**FUNDING INFORMATION:** N/A

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

**RECOMMENDATION:** Request the Board approve and authorize the chair to execute the Interlocal Agreement between the City of Palm Coast and Flagler County regarding Water and Wastewater Services for Old Kings Road South as approved to form by the County Attorney and approved by the County Administrator.

**ATTACHMENTS:**
1. Interlocal Agreement Between the City of Palm Coast and Flagler County relating to Water and Wastewater Services for Old Kings Road South.

Craig M. Coffey, County Administrator  
Nov. 28, 2018

11/28/2018 Approved by Deputy County Administrator, Sally Sherman
FLAGLER COUNTY/CITY OF PALM COAST
INTERLOCAL AGREEMENT FOR OLD KINGS ROAD WATER AND
WASTEWATER SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this ___ day of December, 2018, by and between the CITY OF PALM COAST, FLORIDA ("City"), a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, and FLAGLER COUNTY, FLORIDA, ("County"), a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Suite 302, Bunnell, Florida, 32110. The City and County shall hereinafter collectively be referred to as the "Parties."

WITH ES SE TH:

WHEREAS, this Agreement is authorized by the "Florida Intergovernmental Cooperation Act of 1969," Section 163.01, Florida Statutes, et seq., ("Act") which authorizes the joint exercise by two or more public agencies of any power common to them and is authorized under other applicable law; and

WHEREAS, the Act permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other units of government on the basis of mutual advantage; and

WHEREAS, the Parties are engaging in a cooperative effort to provide a regional approach to address water and sewer service along Old Kings Road to properties in the City of Palm Coast and unincorporated Flagler County in an area generally located south of State Road 100 to the Flagler County line between Bulow Creek and Interstate 95, as depicted in Exhibit "A" attached hereto and incorporated herein, which includes a list of all property owners in the area ("OKR Service Area"); and

WHEREAS, the Parties have determined that the construction of a potable water and sewer system (collectively, "Utility Systems") to serve the OKR Service Area is in the best interests of the public health, safety and welfare of the citizens of the City and the County, and provides a public benefit; and

WHEREAS, construction of the Utility Systems by the City and County and the
property owners will help expand affordable housing, increase tourism, eliminate smaller package or inefficient utility plants which will improve wastewater treatment and hence the environment, expand the City and County's tax base, ensure property fire protection, provide for additional commercial and industrial development sites, ensure an orderly development pattern and improve cooperation between the Parties and the private sector; and

WHEREAS, this regional effort is intended to facilitate the construction of the Utilities Systems to property owners within the OKR Service Area; and

WHEREAS, subject to the terms of this Agreement, the City shall allow for the County to reserve water and wastewater service capacity at the current rates; and

WHEREAS, City of Palm Coast Resolution 2015-17 ("Resolution") implemented a capacity reservation payment program allowing for the reservation of capacity by scheduling the payment of required fees; and

WHEREAS, the construction of the Utility Systems to serve the OKR Service Area as a joint endeavor between the Parties achieves the goal of the Resolution.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the Parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. THE UTILITY SYSTEMS. The City and County shall work together to develop a future interlocal agreement to facilitate the design, finance, construction and operation of the Utility Systems for all property owners in the OKR Service Area with contributions from the property owners listed in Exhibit "A", as per the terms of this Agreement.

SECTION 3. OKR SERVICE AREA RESERVED CAPACITY AND RESERVATION FEES. Subject to the terms of this Agreement, the City of Palm Coast Code of Ordinances ("City Code") and the Resolution, the City agrees to reserve to the County for the OKR Service Area, approximately 160,000 gallons per day annual
average daily flow ("GPDAADF") of potable water service capacity ("Potable Water Service Reservation"), and approximately 125,000 GPDAADF of wastewater service capacity ("Wastewater Service Reservation") at current city rates in effect on the Effective Date of this Agreement.

The County shall pay the City capacity fees for the Wastewater Service Reservation and Potable Water Service Reservation in the form of cash, transfer of utility property or other capital contributions and as per the payment plan established by the Parties in the future interlocal agreement entered into between the Parties as per Section 4 of this Agreement.

SECTION 4. CONDITION PRECEDENT/FUTURE INTERLOCAL AGREEMENT. The Parties agree that their performance under this Agreement is subject to, and conditioned upon, the execution of a future interlocal agreement between the Parties that lays out the responsibilities of the Parties in detail as it pertains to the design, finance, construction and operation of the Utility Systems within the OKR Service Area. The following items shall be considered, negotiated and addressed by the Parties in the future interlocal agreement:

a) Extension of utility lines;
b) Transfer of property and easement grants;
c) Points of connection;
d) Payment form and timing for Potable Water Service Reservation and Wastewater Service Reservation capacity fees;
e) Grant funding;
f) Funding through special assessment districts; and
g) Resolution of the outstanding Chapter 164 claims contained in Flagler County Resolution 2018-31 for the OKR Service Area.

In the event the Parties fail to successfully agree upon the above listed items and enter into the future interlocal agreement within 6 months from the Effective Date of this Agreement, this Agreement shall automatically terminate and become null and void without further effect on either Party.
SECTION 5. CONDITION PRECEDENT/UTILITY AGREEMENTS. The Parties agree that their performance under this Agreement is subject to, and conditioned upon, a utility agreement in a form acceptable to each respective jurisdiction being entered into between the appropriate Party and each and every one of the property owners within the OKR Service Area, as listed in Exhibit A ("Utility Agreement"). The Utility Agreement will delineate each property owners' contributions to the costs of the design and construction of the Utility Systems. Each Utility Agreement shall address the allocation of rights and responsibilities associated with the construction of the Utility System and the provision of Utility Services. In the event any one of the property owners within the OKR Service Area fails to enter into a Utility Agreement by December 31, 2019, this Agreement shall automatically terminate and become null and void without further effect on either Party, except as provided in Section 6.

SECTION 6. TERM. This Agreement will terminate the earlier of: 1) December 31, 2019 (subject to renewal by mutual agreement); or 2) when all the Parties' responsibilities hereunder have been fulfilled.

SECTION 7. NOTICES.
(a) Whenever either party desires or is required to give notice unto the other, notice may be sent by hand delivery or by Certified Mail (return receipt requested) to:

CITY OF PALM COAST
City of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, Florida 32164

With a copy to:

City of Palm Coast
Attn: City Attorney
160 Lake Avenue
Palm Coast, Florida 32164

FLAGLER COUNTY
Flagler County
Attn: Flagler County Administrator
1769 East Moody Boulevard
Building 2, Suite 301
Bunnell, Florida 32110

Flagler County
Attn: County Attorney
1769 East Moody Boulevard
Building 2, Suite 303
Bunnell, Florida 32110
(b) Any party may change, by written notice as provided herein, the address or person for receipt of notices. Notice shall be deemed to have been given when received.

SECTION 8. BINDING EFFECT.
(a) This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the Parties.
(b) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.
(c) The signatories hereof represent that they have the requisite legal authority to execute this Agreement and bind the respective Parties herein.

SECTION 9. PUBLIC RECORDS. The Parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and the Constitution of the State of Florida and which have been made or received by the Parties in conjunction with this Agreement.

SECTION 10. INTERPRETATION/APPLICABLE LAW. The laws of the State of Florida shall govern this Agreement. Any legal action necessary arising out of the Agreement will have its venue in Flagler County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 11. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.
SECTION 12. CAPTIONS. Section captions contained in this Agreement are provided for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 13. EXHIBITS. All exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 14. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the complete, integrated and entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements, contracts or understandings, whether oral or written, between the Parties all of which, if any, have been integrated herein. This Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith and signed by all Parties to this Agreement.

SECTION 15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement, and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, successors and assigns as set forth herein.

SECTION 16. TIME. Time is of the essence in this Agreement and of each provision herein.

SECTION 17. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement; provided, however, that the public interest in the terms set
forth herein is not substantially adversely impacted.

SECTION 18. EFFECTIVE DATE. This Agreement shall take effect on the date that this Agreement is recorded with the Clerk of the Circuit Court.

SECTION 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

THIS SPACE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

Virginia A. Smith, City Clerk

Date: __________________________

Approved as to form and legality.

William E. Reischmann, Jr., City Attorney

CITY OF PALM COAST, FLORIDA

BY: Milissa Holland, Mayor
ATTEST:

Tom Bexley, Clerk of the
Circuit Court and
Comptroller

Date: __ __ __ __ __ __

Approved as to form and legality.

Al Hadeed, County Attorney

FLAGLER COUNTY

BY: Donald T. O'Brien, Jr., Chair
County Board of Commissioners
Exhibit "A"
List of Property Owners and OKR Service Area Map

Property Owners List

Bulow Creek, LLC
941 W. Morse Blvd., Ste.315
Winter Park, FL 32789

Iroquois, LLC
Post Office Box 354425
Palm Coast, FL 32135

Venture 8, LLC
Post Office Drawer 2140
Daytona Beach, FL 32115

MHC Bulow Plantation, LLC
c/o B&D Equity Property TaxGroup
Post Office Box 06115
Chicago, IL 60606

Old Kings Venture, LLC
509 Guisando De Avila, Suite 200
Tampa, FL 33613