1. Pledge to the Flag and Moment of Silence

2. Additions, Deletions and Modifications to the Agenda

3. Announcements by the Chair

4. Recognitions, Proclamations and Presentations:
   4a) Recognitions: Spring 2019 Citizens’ Academy Graduates (*Presented by Rose Keirnan*)
   4b) Proclamations: 121st Anniversary of Philippine Independence – June 12, 2019 
      (*Requested by Sarah Penafior, PAAPC President*)
   4c) Presentations: Housing Advocacy Video (*Presented by Ralston Reodica, Ship Housing Administrator*)

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:
   Clerk:
   6a) Bills and Related Reports: Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
      1) Revenue Collected for April 2019
      2) Disbursement Report for Week Ending May 10, 2019
   6b) Approval of Board Meeting Minutes: Request the Board approve the minutes from the following Meetings:
      1) May 6, 2019 Regular Meeting

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. (*Submitted by Jonathan Lord, Emergency Management Chief*)
   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. (*Submitted by Jonathan Lord, Emergency Management Chief*)
7-c) **Consideration of Flagler County Tourist Development Council Fund 110 Discretionary Event Funding**: Request the Board approve the recommendation of the Flagler County Tourist Development Council 110 Discretionary Event funding in the amount of $5,000 and authorize the County Administrator to execute the contract as approved to form by the County Attorney. *(Submitted by Amy Lukasik, Tourism Director)*

7-d) **Addition of Risk Manager Position in the Human Resources Department**: Request the Board approve the position of Risk Manager at a pay grade of 46 increasing the total County FTE’s in the FY19 Budget from 383.77 to 384. *(Submitted by Pam Wu, Human Resources Director)*

7-e) **Funding Approval for the FY 2018-2019 Leadership Academy in the Amount of $20,000**: Request the Board approve funding of Leadership Academy in the amount of $20,000 for FY 2018-2019. *(Submitted by Pam Wu, Human Resources Director)*

7-f) **Consideration of Fiscal Year 2019/2020 Acceptance of the Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant in the Amount of $307,681.00 for Public Transportation Operating Funds**: Request the Board adopt the resolution authorizing the County Administrator to sign the grant application and agreement on behalf of Flagler County, and accept the CTD Trip and Equipment Grant Award in the amount of $307,681 for FY2019/2020, so that the Public Transportation Division can continue to provide trips for Flagler County’s Transportation Disadvantaged. *(Submitted by Heidi Petito, General Services Director)*

7-g) **Consideration of a Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $60,000 to Assist with Funding for the Design and Bidding Phase Services for a Corporate Hangar at the Flagler Executive Airport**: Request the Board approve the FDOT Public Transportation Grant Agreement (PTGA) and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments approved as to form by the County Attorney. *(Submitted by Roy Sieger, Executive Airport Director)*

7-h) **Consideration for Approval of the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for 2019-2022**: Request the Board approve by Resolution, the State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) for fiscal years 2019-2020, 2020-2021, 2021-2022. *(Submitted by Ralston Reodica, Ship/Housing Services)*

7-i) **120 Day Extension of the Interlocal Agreement with the City of Palm Coast Regarding Joint Utility Planning for the Area of South Old Kings Road**: Request the Board approve and authorize the Chair to execute the amendment to the Interlocal Agreement with the City of Palm Coast regarding joint utility planning for the area of South Old Kings Road. *(Submitted by Sean Moylan, Attorney’s Office)*

7-j) **Consideration of the Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $3,326,600 to Assist with Funding for the Construction of a General Aviation Terminal Facility at the Flagler Executive Airport**: Request the Board approve the FDOT Public Transportation Grant Agreement (PTGA) and adopt the Resolution authorizing the Chairman to execute the agreement, and authorize the County Administrator to execute all necessary documents associated with accepting and
implementing said agreement, including any amendments approved as to form by the County Attorney. *(Submitted by Roy Sieger, Executive Airport Director)*

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

8-a) **Consideration of (Re)Appointment or Appointment to the Library Board of Trustees:** Request the Board to consider either the reappointment of Mr. James Ulsamer, or the appointment of Mr. Michael Hedrick to the Library Board of Trustees for a three-year term that would expire June 3, 2022. *(Submitted by Mari Davis, Administration Department)*

8-b) **Consideration of Appointment to the Tourist Development Council:** Request the Board consider the appointment of Mr. John Lulgjuraj or Mr. Michael Schottey to the Tourist Development Council in the category of “Involved in the Tourist Industry Only”, for a four-year term that would expire June 3, 2023. *(Submitted by Mari Davis, Administration Department)*

8-c) **Bings Landing Discussion and Decision.**

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
Citizens Academy Spring 2019 Certificates of Completion
Presented June 3, 2019

Pamela Andrews
Dianne Aubin
Dee Cocchiola
Bob Coffman
Mari Davis
Ed Dear
Mary Dear
Gail Hamilton
Greg Hamilton
Randy Jaye
Henry Keller

Maria Keller
Denice Murray
Connie Orell
Larry Orell
Sheila Platt
Carli Rodrigues
Bill Shelly
Sue Shelly
Joan Tardif
Joyce Valencia
A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
RECOGNIZING JUNE 12, 2019 AS THE
“121st ANNIVERSARY OF PHILIPPINE INDEPENDENCE”
IN FLAGLER COUNTY

WHEREAS, the Philippine Declaration of Independence was signed in Kawit, Cavite on June 12, 1898 after hundreds of years of domination and oppression of the people of the Philippine Republic by the rulers of Spain; and

WHEREAS, this declaration was later recognized by the United States and Spain in the 1898 Treaty of Paris signed on December 10, 1898 in consideration for the indemnity for Spanish expense and assets lost; and

WHEREAS, the National Flag of the Philippines, designed by General Aguinaldo and made in Hong Kong by Marcela Agoncillo, Lorenza Agoncillo and Delfina Herboza unfurled for the first time and was followed by the performance of the “Marcha Filipina Magdalo” now known as “Lupang Hinirang”, the National Anthem; and

WHEREAS, there exists between the United States and the Philippine Republic a very special relationship which is due, only in part, to the fact the Republic was once a Protectorate of the government of the United States of America; and

WHEREAS, the American people wish to enhance this friendship with the Philippine Community by joining in the celebration of the attainment of their independence by viewing the special displays, tasting ethnic foods and enjoying their costumes, art and music; and

WHEREAS, on June 12, 2019 the Philippine Republic celebrates its one hundred and twenty-first anniversary of independence and the Philippine American Club of Palm Coast commemorates its twenty-seventh anniversary; and

WHEREAS, as the Philippine community continues to pursue a mutual understanding of other ethnic groups, they are a proud group of people who also wish to preserve and maintain their own culture while assimilating the traditions of their new homeland in the United States of America.

NOW, THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby recognize June 12, 2019, as the “121st Anniversary of Philippine Independence” in Flagler County, and ask that all residents join in extending their good wishes for a joyous celebration.

Adopted this 3rd day of June 2019.

Attest: Flagler County Board of
County Commissioners

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Donald T. O’Brien, Jr.
Chair


REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of April 2019

TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

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Clerk of Court:

| Court General Fund | 169,358.23 | Revenue |

Flagler County Sheriffs Office | 3,642.32 | 70662 |
FL Dept of Economic Opportunity | - | 0 |
FL Dept of Labor and Employment Security | - | 0 |
City of Bunnell | 1,853.51 | 70647 |
City of Flagler Beach | 1,899.85 | 70648 |
City of Palm Coast | 6,082.17 | 70649 |
Filing Fees & Court Costs

| Indigent Criminal Defense TF | 4,313.80 |
| Child Welfare Training TF    | 185.36  |
| Displaced Homemaker TF       |         |
| Domestic Violence TF         | 2,038.91 |
| State General Revenue Fund   | 19,160.00 |
| State Courts Revenue TF      | 30,024.85 |
| Court Education TF           | 2,054.47 |
| Dept of Financial Svcs Admin TF | 884.47  |
| Clerks of the Court TF       |         |
| Ch 2005-111, Laws of FL      | 23,577.06 |
DOR - Child Support Fees
Non IV-D, SDU Cases | 460.01 |

RECEIVED
MAY 14 2019
FLAGLER COUNTY
CLERK OF COURTS
REPORT OF REVENUE COLLECTED
From the Courts to the Board of County Commissioners
For the Month of April, 2019
TRAFFIC, COUNTY AND CIRCUIT COURT REVENUE DEPOSITED TO:

Motor Vehicles & Vessels
Emergency Medical Services TF 2,519.53
Dept of Health EMS TF 900.00
State Courts Revenue TF 5,374.93
Child Welfare Training TF 569.32
HSMV Motor Vehicle License TF 3,286.50
State General Revenue Fund 6,581.49
DOH Administrative TF -
Brain and Spinal Cord Injury TF 1,752.13
State Agency Law Enf Radio System TF 1,286.46
State Attorneys Revenue TF 1,889.02
Public Defenders Revenue TF 947.36
Juvenile Welfare Training TF 569.15
Additional Court Cost Clearing TF 422.42
Epilepsy Services TF 135.23
Nongame Wildlife TF 489.09
Marine Resources Conservation TF 90.00

Red Light Camera
State General Revenue Fund -
Dept of Health Administrative TF -
Brain and Spinal Cord Injury TF -

Vital Statistics, Public Health, Tobacco
Department of Health 222.06
Solid Waste Mgmt TF 50.00
Department of Education 60.00

Crimes & Criminal Procedures
State General Revenue Fund -
Crimes Compensation TF -

Additional Court Costs
Crimes Compensation TF 10,772.37
Emergency Medical Services TF 280.81
FDLE Operating TF 561.65
Brain and Spinal Cord Injury TF 673.92
Domestic Violence TF 604.97
Rape Crisis Program TF 1,067.84
DCF Grants & Donations TF 672.50
Dept of Financial Services -
Fish & Wildlife Operating TF -
HSMV Motor Vehicle License TF 407.85
FDLE Investigative Support TF -
DOT State Transportation TF -
State Attorneys Revenue TF 7,550.49

*EFT - Electronic Funds Transfer to Department of Revenue for Distribution to various State agencies Total Transmitted: $131,976.11 Checks issued in the total amount of: $53,396.24

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*?* G = Grant supported expenditure; Note: “in-kind” or “match” to grants are not annotated
Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for week ending 05/10/2019

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"?" G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
### Invoices Processed for week ending 05/10/2019

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

**Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06**  
**Date: 05/15/2019**  
**Invoices Processed for week ending 05/10/2019**

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## Disbursement Report

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

**Invoices Processed for week ending 05/10/2019**

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*G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06
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### Invoices Processed for week ending 05/10/2019

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FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
MAY 6, 2019
REGULAR MEETING

Present: Chair Donald O’Brien, Vice Chair David Sullivan Commissioners Charles Ericksen, Gregory Hansen and Joseph Mullins, County Administrator Jerry Cameron, County Attorney Al Hadeed and Deputy Clerk Deb Jenkins

Chair O’Brien called the meeting to order at 9:00 a.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 1 – PLEDGE TO THE FLAG AND MOMENT OF SILENCE

Chair O’Brien led the Pledge to the Flag and requested a moment of silence.

ITEM 2 – ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair O’Brien announced the deletion of item 8a and the addition of item 8b.

A motion was made by Commissioner Hansen to approve addition of item 8b. Seconded by Commissioner Sullivan.

Chair O’Brien called the question. Motion carried unanimously.

ITEM 3 – ANNOUNCEMENTS BY THE CHAIR

Chair O’Brien announced the following:

- BCC meetings broadcast live via YouTube – meetings typically posted on the County’s website within 24 hours
- Special needs individuals register on the County’s website or call 386-313-4200
- Alert Flagler replaced Code Red system – request all residents and business to register
- Flagler County Fire Rescue and City of Bunnell to host Community Health Fair at Old Bunnell City Hall, May 6, from 6 to 8 p.m.
- Fire Station 41 in the Hammock to host open house on May 11, from 9 a.m. to noon
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils
- Upcoming meetings:
  - Budget Workshop May 6 at 1:00 p.m. in the Board Chambers
  - Budget Workshop May 20 at 1:00 p.m. in the Board Chambers
  - Regular Meeting – May 20 at 5:00 p.m. in the Board Chambers
ITEM 4A – RECOGNITION; FLAGLER COUNTY DUNES RESTORATION PROJECT

Chair O’Brien asked Commissioner Hansen to speak to this item.

Julie Murphy, Public Information Officer, and Mari Davis, Executive Assistant, handed out certificates and challenge coins. Recognized Mike Esposito’s accomplishments and contractors from Interek Corporation, Eisman and Russo, and Taylor Engineering.

The following Flagler County staff were recognized:

Faith Alkhatib, County Engineer, commented on an amazing job that came in under budget and within schedule.

Tony Mahfoud, Eisman & Russo, spoke to the project and commented it was a success due to all the teams partnering together.

Ken Craig, Taylor Engineering, spoke on the project, stating it was unique and unprecedented. Commended everyone involved.
ITEM 4B – PROCLAMATION: NATIONAL CORRECTIONAL OFFICERS WEEK – MAY 5-11, 2019

Commissioner Sullivan read the following proclamation:

A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
DESIGNATING MAY 5-11, 2019 AS
“NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES WEEK”
in Flagler County, Florida

WHEREAS, Correctional Employees in Flagler County form a core element of the Public Safety Team in our community; and

WHEREAS, our Correctional Employees provide security supervision and treatment services for more than 3,500 individual cases in the course of a calendar year; and

WHEREAS, in Flagler County, professional Correctional Employees serve a co-equal role with law enforcement and fire rescue colleagues, engaging in dangerous and potentially life-threatening situations on a daily basis; and

WHEREAS, members of the Flagler County community need to more fully recognize and understand the complex, dangerous, and challenging responsibilities carried out by every single staff member in the Flagler County Detention Facility; and

WHEREAS, each Flagler County Detention Facility staff member accepts enormous personal and professional responsibility which is unlike that of any other agency in Flagler County; and

WHEREAS, public safety work will be increasingly recognized and understood as a foundation of public safety in Flagler County.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby proclaim the week of May 5-11, 2019, as “National Correctional Officers and Employees Week” in Flagler County. We encourage all of our residents to join in recognition and appreciation of the outstanding service professional correctional employees provide for the safety and welfare of our community.

Sheriff Rick Staly and Chief Steve Cole spoke on the proclamation and thanked the BCC for the recognition.

A motion was made by Commissioner Sullivan to adopt the proclamation. Seconded by Commissioner Hansen.

Chair O’Brien called the question. Motion carried unanimously.
**ITEM 4C1 – PRESENTATION: FAA SOUTHERN REGION AIRPORTS DIVISION, 2018 GENERAL AVIATION AIRPORT SAFETY AWARD FOR THE RELOCATION AND EXTENSION OF RUNWAY 11-29 AT THE FLAGLER EXECUTIVE AIRPORT BY AIRPORT DIRECTOR, ROY SIEGER**

Roy Sieger, Airport Director, gave the presentation *(on file in the Clerk’s Office)*, explaining this was a $12.2 million project and took one year to complete and finished under time and under budget. Thanked County Administration, the BCC and Airport staff.

He recognized the following team members:

Doug Norman, Hoyle Tanner Associates  
Jack Thompson and Dan Nickols, GAI Consultants  
Joey Durrance, Halifax Paving  
Chelsea Herbert, 4C’s Trucking and Excavation

**ITEM 4C2 – PRESENTATION: WEBSITE UPDATE BY INNOVATION TECHNOLOGY DIRECTOR, JARROD SHUPE**

Jarrod Shupe, Chief Information Officer, presented an update on making the County’s website ADA compliant and announced the biggest change was the addition of a staff directory link listing 122 staff names and contact information, to make website more resident friendly.

Commissioner Sullivan asked was there anything going on at the state level to get these types of law cases under control.

County Attorney Hadeed replied every local government was acting on its own. Commented local government attorneys have been seeking counsel from other local attorneys who received these lawsuit letters, but he did not know if the state was doing something overall.

Mr. Shupe commented, from an IT perspective, he had seen nothing but collaboration or cooperation. Added Volusia County just posted for a Project Coordinator to start building a team for ADA compliance, similar to what Flagler was looking to do.

Chair O’Brien noted an issue with the mobile website. Asked was the mobile optimization part of the website being worked on.

Mr. Shupe IT staff was looking at the entire system and the possible creation of an app for the County.
ITEM 5 – COMMUNITY OUTREACH

George Mayo, Palm Coast, asked how much FEMA paid the County and how much was owed. Noted a story on 60 Minutes regarding ransomware. Asked if the County had an IT Security Analyst on staff and if not, he recommended adding that position.

Joan Affatato, Plantation Bay, agreed with the comments made by Mr. Mayo regarding ransomware. Asked if Mr. Hadeed drew up the lease for Captain’s BBQ and what “approved as to form” above the signature meant. Spoke further on the lease and other issues such as Plantation Bay, the old hospital, and the Sears building.

Pat Cody, Flagler County, stated she was before the BCC on November 5 regarding the roundabout at Cody’s Corner. Asked how long it would take the County to figure out if they could get a blinking red stop sign at each end of CR 304. Also advised playground equipment had been removed from the Haw Creek Community Center and asked when it would be replaced.

Ken Johnson, the Hammock, opposed the expansion of the Captain’s BBQ restaurant. Stated the opposition was organized, strong and had 2,000 signatures. Stated they were not going to forget and would keep fighting.

Staff Responses

FEMA Reimbursements

County Administration Cameron responded the County had received some reimbursements from FEMA for Hurricane Matthew that had gone into reserves. Added some were pending for Hurricane Irma.

Chair O’Brien requested a report of where County was at for both storms and place it on the next agenda.

Ransomware

Jerrod Shupe, IT Director, responded the County had insurance and had been hit three times in the last two and half years, but were able to recover within hours of it occurring. Stated he requested for a security analyst, but there were securities and technology in place to stop it.

Captain’s BBQ Lease

Commissioner Mullins reminded everyone that when asked at a prior workshop who had drafted the lease, Craig Coffey answered he had.

Chair O’Brien replied whoever drafted lease was irrelevant because a lease was a contract between two parties and both parties had the right and responsibility to negotiate the terms and when signed it was a binding contract.
(Item 5 – continued)

County Attorney Hadeed noted Commissioner Mullins had asked that question at the January workshop. Stated it was legal for a County Administrator to engage in negotiations. Explained if it was something the BCC would sign off on, then the Administrator must bring the final product to County Attorney. Advised his role at that point, was to look at whether all of the provisions, wording, etc. were proper. Explained his contributions in the agreement with Captain’s BBQ. Stated lease was presented to him on terms and he could not question the terms unless they were illegal. Commented this lease was a unique situation requiring a unique protection clause and read the clause.

Replied “approved as to legal form” did not mean he endorsed or wrote it; it meant it had been reviewed and everything legally required was in the document.

There was further BCC discussion on the lease.

Chair O’Brien asked Mr. Cameron to look into Cody’s Corner and recommended meeting with Ms. Cody on the other issues.

CONSENT AGENDA – ITEMS 6A THROUGH 7M

Commissioner Ericksen pulled Item 7j for discussion.

Commissioner Sullivan pulled Item 7h and Item 7i.

Chair O’Brien pulled Item 7d.

A motion was made by Commissioner Hansen to approve the Consent Agenda with exception of items 7d, 7h, 7i and 7j. Seconded by Commissioner Ericksen.

Chair O’Brien called the question. Motion carried unanimously.

The following Consent Agenda items were approved in the above motion:
ITEM 6A – BILLS AND RELATED REPORTS

The report(s) of funds withdrawn from the County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:

- Revenue Collected for March 2019
- Disbursement Report for Week Ending April 5, 2019
- Disbursement Report for Week Ending April 12, 2019
- Disbursement Report for Week Ending April 19, 2019
- Disbursement Report for Week Ending April 26, 2019

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

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

- April 1, 2019 Regular Meeting
- April 3, 2019 Workshop
- April 15, 2019 Regular Meeting
ITEM 7A – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY – HURRICANE MATTHEW

The following was approved as part of the Consent Agenda:

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

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

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: On October 3, 2016, Governor Scott issued Executive Order No. 18-230 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, 2016 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 benefiting 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

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

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

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 04/16/2019
3. Proclamation Extending State of Local Emergency – Hurricane Matthew, 04/30/2019
ITEM 7B – RATIFICATION OF EMERGENCY PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY – HURRICANE IRMA

The following was approved as part of the Consent Agenda:

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

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

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: On September 4, 2017, Governor Scott issued Executive Order No. 17-286 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

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

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

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Irma, 04/16/2019
3. Proclamation Extending State of Local Emergency – Hurricane Irma, 04/30/2019
ITEM 7C – CONSIDERATION OF REAPPOINTMENT TO THE LAND ACQUISITION COMMITTEE

The following was approved as part of the Consent Agenda:

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

SUBJECT: Consideration of Reappointment to the Land Acquisition Committee.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: Staff is seeking Board action on a request for reappointment from Ms. Anne Wilson for the Flagler County Land Acquisition Committee. Ms. Wilson is a registered voter and resident of Flagler County.

The Land Acquisition Committee (LAC) serves as outlined in Section 2-77 of the Flagler County Code, as an advisory board to the County Commission on issues involving the acquisition and management of environmentally sensitive lands, recreation and water recharge areas. There are seven members on the committee who serve three-year terms. Currently, there is one position available on this committee. This vacancy was advertised in the News-Tribune and on the County’s website, FlaglerCounty.org.

If additional applications are received, they will be presented to the Commission prior to the meeting.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Mari Davis, Exec. Admin. Assistant (386) 313-4004

RECOMMENDATION: Request the Board consider the reappointment of Ms. Anne Wilson to the Land Acquisition Committee for a three-year term.

ATTACHMENT:
1. Request for reappointment from Ms. Anne Wilson.
ITEM 7E – CONSIDERATION OF REAPPOINTMENT TO THE CONTRACTOR REVIEW BOARD

The following was approved as part of the Consent Agenda:

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

SUBJECT: Consideration of Reappointment to the Contractor Review Board.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: The Commission has received a request for reappointment to the Contractor Review Board from Mr. Howard Edgin in the category of a Citizen at Large.

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 Citizen at Large. These positions have been advertised in the News-Tribune consistently as well as on the County’s website, FlaglerCounty.org.

Mr. Edgin has attended 6 of the 8 meetings of the Contractor Review Board over the last year. Mr. Edgin 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

DEPARTMENT CONTACT: Mari Davis, Exec. Admin. Assistant (386) 313-4094

RECOMMENDATION: Request the Board approve the reappointment of Mr. Howard Edgin as a Citizen at Large representative on the Contractor Review Board for an additional four-year term.

ATTACHMENTS:
1. Request for Reappointment from Mr. Howard Edgin
2. Contractor Review Board Attendance Record
ITEM 7F – CONSIDERATION OF AN EASEMENT TO FLORIDA POWER & LIGHT COMPANY FOR THE PLANTATION BAY WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT

The following was approved as part of the Consent Agenda:

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

SUBJECT: Consideration of an Easement to Florida Power & Light Company for the Plantation Bay Wastewater Treatment Facility Improvements Project.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to grant a non-exclusive utility easement on property related to the Plantation Bay Utility Site at 1600 Old Dixie Highway.

Existing Florida Power & Light Company (FP&L) facilities are being modified as a part of the Wastewater Treatment Facility (WWTF) Improvement project currently being constructed. Underground primary power service lines are being lengthened from near the Water Treatment Plant to the WWTF Motor Control Center Building where a new FP&L transformer is to be installed. FP&L requires easements from property owners for underground facilities.

FUNDING INFORMATION: N/A

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

RECOMMENDATION: Request the Board approve the granting and recording of the easement to Florida Power & Light Company in order that the underground power line facilities may be located within a variable width easement that will allow FP&L to complete the construction, operation and maintenance of them.

ATTACHMENTS:
1. Proposed Easement Document
The following was approved as part of the Consent Agenda:

**ITEM 7G – CONSIDERATION OF FLAGLER COUNTY TOURIST DEVELOPMENT COUNCIL FUND 110 DISCRETIONARY EVENT FUNDING**

The following was approved as part of the Consent Agenda:

**SUBJECT:** Consideration of Flagler County Tourist Development Council Fund 110 Discretionary Event Funding.

**DATE OF MEETING:** May 6, 2019

**OVERVIEW/Summary:** On April 17, 2019, the Flagler County Tourist Development Council met for the purpose of considering allocations from the Discretionary Event appropriation. The TDC deliberated on the requests and recommends that the Board of County Commissioners appropriate funds as follows:

**a)** $10,000 – Triple Crown – Florida Lacrosse Showcase - June 13, 2019 – June 14, 2019
Event Site: Indian Trails Sports Complex, OPEN to all BOYS, Individual and V, J.V, and JV teams. Entering its 17th year, the Florida Elite Showcase placed more players in top level college lacrosse programs than any other club travel team in Florida and the South. Top college coaches from around the Country arrive at the Elite Showcase, hosted in Flagler County at Indian Trails Park to watch the athletes play. Coaches from Division I, II, and III schools and the MCLA are in attendance at the showcase. Event was hosted at the Omni Orlando in 2018. Anticipate 400+ individual athletes to attend, 50+ College Coaches will be in attendance. New Event we worked to move out of Orlando to Flagler County, Direct Visitor Spending: $351,997, Economic Impact: $465,514, Budget Request: $10,000

**b)** $15,000 – Triple Crown – Father’s Day Invitational - June 15, 2019 – June 16, 2019
Event Site: Indian Trails Sports Complex & Wadsworth Park, Event has been hosted in Flagler County for 15 years, Expect 100+ teams, Each team consists of approx. 22 athletes and 2 coaches, first time event is using “Stay To Play” policy. This should give us a much clearer report on hotel room nights than we have ever had before. Estimated weekend attendance of 4500+11 Direct Visitor Spending: $1,184,401; Economic Impact: $1,559,430; Budget Request $15,000

$25,000 Total Discretionary Event Allocations Requested

**FUNDING INFORMATION:** The FY18-19 funding for Discretionary Events is $140,000.00 in account number 110-4700-559.48-45. Upon approval of the $25,000 request for these Discretionary Events, a balance of $54,030.61 will remain for future events.

**DEPT./CONTACT/PHONE #:** Tourist Development, Amy Lukasik (386) 313-4226

**RECOMMENDATIONS:** Request the Board approve the recommendation of the Flagler County Tourist Development Council 110 Discretionary Event funding in the amount of $25,000 and authorize the County Administrator to execute the contract as approved to form by the County Attorney.

**ATTACHMENTS:**
1. Funding Requests
   a) Triple Crown – Florida Lacrosse Showcase, June 13, 2019 – June 14, 2019
   b) Triple Crown – Father’s Day Invitational, June 15, 2019 – June 16, 2019
2. Discretionary Event Available Balance Report
3. April 17, 2019 Draft TDC Minutes
ITEM 7K – CONSIDERATION OF MEMORANDUM OF AGREEMENT EXTENSION FOR FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS TO CONTINUE TO SERVE AS THE COMMUNITY TRANSPORTATION COORDINATOR (CTC) FOR FLAGLER COUNTY BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD):

The following was approved as part of the Consent Agenda:

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

SUBJECT: Consideration of Memorandum of Agreement Extension for Flagler County Board of County Commissioners to Continue to Serve as the Community Transportation Coordinator (CTC) for Flagler County by the Florida Commission for the Transportation Disadvantaged (CTD).

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: Flagler County has been the Community Transportation Coordinator (CTC) for the Transportation Disadvantaged program in Flagler County since March 2004. This allows Flagler County Public Transportation (FCPT) to serve as the sole provider of trips for transportation disadvantaged individuals who reside within Flagler County. This also enables Flagler County to receive grant funds for operating reimbursement and capital equipment with little to no match (0 – 20% grant match).

FCPT is a fully integrated coordinated transportation system for para-transit and other eligible passengers in the County designated service area. At the February 5, 2014 Regular Meeting, the Board approved our current five-year CTC contract between the County and the Florida Commission for the Transportation Disadvantaged which is set to expire on June 30, 2019.

Recently, staff was notified by the CTD that due to an administrative oversight that occurred during the 2018 Legislative Session, the CTD would like to extend our current MOA until June 30, 2020.

FUNDING INFORMATION: Flagler County will continue to receive grant funding from the Florida Commission for the Transportation Disadvantaged. Grant funding for this purpose is included in the FY19 budget at $448,910.

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

RECOMMENDATIONS: Request the Board approve the Memorandum of Agreement extension to continue to serve as the CTC for Flagler County.

ATTACHMENTS:
1. Letter from CTD dated April 4, 2019
2. MOA Extension
ITEM 7L – RATIFICATION OF FY 2019/20 APPLICATION SUBMISSION TO THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) FOR THE SHIRLEY CONROY RURAL CAPITAL ASSISTANCE SUPPORT GRANT AND AUTHORIZING RESOLUTION IN THE AMOUNT OF $130,693.00

The following was approved as part of the Consent Agenda:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 71

SUBJECT: Ratification of FY 2019/20 Application Submission to the Florida Commission for the Transportation Disadvantaged (CTD) for the Shirley Conroy Rural Capital Assistance Support Grant and Authorizing Resolution in the Amount of $130,693.00.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: The Florida Commission for the Transportation Disadvantaged has announced the application period for the Shirley Conroy Rural Area Capital Assistance Support grant funds to provide financial assistance to eligible recipients in rural areas for the purchase of capital equipment. Flagler County was notified on April 3, 2019 that funding for this purpose was to become available for the upcoming fiscal year. The deadline for submission was April 30, 2019. The grant application and supporting resolution are attached for review and subsequent approval. If awarded, the grant funds of $130,693.00 (which requires no local match, due to our REDI County Status) will be used to replace our current transportation software.

FUNDING INFORMATION: This grant requires no local match and will be included in the proposed Fiscal Year 2019-2020 – Public Transportation Budget account 001-8205-544-64.10.

DEPARTMENT CONTACT: Heidi Petito, General Services Director (386) 313-4185

RECOMMENDATIONS: Request the Board ratify the submittal of the application for the Florida Commission for Transportation Disadvantaged (CTD) and adopt the resolution authorizing the County Administrator to execute the application and all associated documents related to the application acceptances, full implementation and closeout including but not limited to serving as the authorized representative for reimbursement of the grant if awarded.

ATTACHMENTS:
1. CTD Grant Application
2. Grant Resolution
The following items were pulled from Consent Agenda for discussion and action:

**ITEM 7D – CONSIDERATION OF APPOINTMENT TO THE ECONOMIC OPPORTUNITY ADVISORY COUNCIL**

The following was pulled from the Consent Agenda for discussion:

**FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONSENT / AGENDA ITEM #7d**

**SUBJECT:** Consideration of Appointment to the Economic Opportunity Advisory Council.

**DATE OF MEETING:** May 6, 2019

**OVERVIEW/SUMMARY:** Staff is seeking Board action on a request for the appointment to the Economic Opportunity Advisory Council from Dr. Ron Jimenez representing the Life Sciences category. Even though Dr. Jimenez resides in Volusia County, he is the Chief Executive Officer of AdventHealth Palm Coast and serves Flagler County in his capacity as CEO.

The Economic Opportunity Advisory Council (EOAC) is charged with a variety of duties and responsibilities as noted on Attachment 2. There are nine members on this Council, each appointed for three-year terms. The Economic Opportunity Advisory Council currently has two vacancies, which have been advertised in the News-Tribune and on the County’s website (www.FlaglerCounty.org).

Should additional applications be received, they will be presented to the Board prior to the start of the meeting. The remaining position will continue to be advertised until filled.

**FUNDING INFORMATION:** N/A

**DEPARTMENT CONTACT:** Mari Davis, Exec. Admin. Assistant (386) 313-4094

**RECOMMENDATIONS:** Request the Board consider the appointment of Dr. Ron Jimenez as the Life Sciences representative to the Economic Opportunity Advisory Council for a three-year term.

**ATTACHMENTS:**
1. Request for Appointment from Dr. Ron Jimenez
2. Duties and responsibilities of the EOAC

Chair O’Brien stated this was a new category on the Economic Opportunity Advisory Council and represented efforts to recruit those types of businesses to the County. Commented Dr. Jimenez was the CEO of AdventHealth-Palm Coast, which represented one of the larger non-public employers in the County.

Commissioner Hansen asked was it a problem that he was not a resident of Flagler County.

Chair O’Brien commented it was not per the bylaws of the committee.

Requested public comment. There was none.

A motion was made by Commissioner Hansen to approve Item 7d. Seconded by Commissioner Ericksen.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 7H – REQUEST TO ADD HOUSING PROGRAM COORDINATOR POSITION

The following was pulled from the Consent Agenda for discussion:

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

SUBJECT: Request to Add Housing Program Coordinator Position.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: Flagler County was awarded a Community Development Block Grant (CDBG) in the amount of $700,000 and accepted on February 4, 2019. The CDBG Program is federally funded as a pass-through to a state entitlement to the Florida Department of Economic Opportunity, thus requires staff oversight and knowledge of federal and state regulations.

This request is for one full-time staff person, a Housing Program Coordinator at a paygrade 40 (35,692.00-$57,137.60). Currently, the SHIP/Housing Services Division has one staff person, Ralston Reeds, SHIP Administrator. The SHIP (State Housing Initiatives Partnership) Administrator is responsible for all aspects of the SHIP Program, including compliance monitoring, budgeting, answering/returning phone calls, application intake, writing policies and plans, staff liaison to the Affordable Housing Advisory Committee, researching, applying and administering grants, and any other miscellaneous issue pertaining to affordable housing. Additional staff would allow the SHIP Administrator to further research funding sources and synergize local efforts to help meet the diverse housing needs of the community from homelessness to homeownership.

The need for affordable housing in Flagler County is critical to the economic health and social wellbeing of all of our residents. There are only 11 affordable and available units per 100 renter households with extremely low income earning up to 50% of the area median income. This means 8,654 households (20%) in Flagler County are severely cost-burdened, paying more than 50% of income for housing. The current housing shortage is 1,350 units – this represents the absolute difference between renters and affordable and available units in Flagler County.

Growing the SHIP/Housing Services Division is not only important to SHIP and CDBG program operations but also to addressing the affordable housing needs of Flagler County’s residents. There is no other local government in the county with affordable housing staffing. SHIP Program staffing has remained one person since program inception in 1992, despite county population growth and high demand for affordable housing. In comparison to smaller and similar sized local governments across the state, Flagler County, in most cases, has a deficit in both housing staffing and affordable rental units.

We are in position to facilitate and encourage affordable housing preservation and development as well as to promote fair housing for all county residents. The Division continues to seek grant and funding opportunities such as the Hurricane Loss Mitigation Program, USDA Housing Preservation Grant, and Emergency Solutions Grant as well as actively cultivating new relationships and working with partners to advance other housing initiatives in the community.

In an effort to maintain program compliance, effectiveness and efficiency of the CDBG while being available to the citizens of Flagler County, this additional position is necessary.

FUNDING INFORMATION: A Community Development Block Grant (CDBG) in the amount of $700,000 for a two year period includes 15% administrative cost for consulting and staffing. Pending award, the consultant will cost $84,000/year leaving approximately $21,000 for the Housing Program Coordinator salary. Additional funds of approximately $15,000 for the
Commissioner Sullivan requested an explanation on the connection of items 7h and 7i.

Ralston Reodica, SHIP Administrator, stated the items were tied together. Stated this request was for additional staff for the SHIP Housing Services Division, explaining Flagler County was awarded a $700,000 Community Development Block Grant for housing rehab, and was allowed up to 15% of the grant for administration. Stated although the new position would work more with the CDBG initially, this request was really to address affordable housing needs countywide and for future growth.

Commissioner Sullivan asked would the County position come out of the normal funding.

Mr. Reodica replied a portion of it, adding the purchasing manager and financial services director were available for further questions. Commented this was a good investment for the County by putting about $40,000 in general revenue and getting a $700,000 grant in return.

County Administrator Cameron stated this would allow County staff to properly administer the grant that addressed one of the highest priorities, which was affordable workforce housing and homeless prevention efforts.

Chair O’Brien requested public comment. There was none

A motion was made by Commissioner Sullivan to approve Item 7h. Seconded by Commissioner Hansen.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 71 – CONSIDERATION OF AWARD FOR REQUEST FOR PROPOSAL 19-024P TO GUARDIAN COMMUNITY RESOURCES MANAGEMENT, INC FOR PROFESSIONAL CONSULTANT FOR FFY 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IN THE AMOUNT OF $84,000.00

The following was pulled from the Consent Agenda for discussion:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 71

SUBJECT: Consideration of Award for Request for Proposal 19-024P to Guardian Community Resources Management, Inc for Professional Consultant for FFY 2017 Community Development Block Grant (CDBG) in the Amount of $84,000.00.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: A Request for Proposal (RFP) was advertised in the Flagler News Tribune and Daytona Beach News Journal as well as publicly broadcast on VendorLink. RFP 19-024P requested proposals from individuals or firms interested in providing program administration services related to Florida Small Cities CDBG grant #1503-BIN-04-28-01-H-04 that the County received in the Housing Rehabilitation category. Flagler County intends to use the grant funds to repair or replace substandard single family homes owned and occupied by low and moderate-income (up to 80% of area median income) residents in unincorporated Flagler County. The Grant Administration Services (Consultant) will provide the following services, including, but not be limited to:

1. Reviewing existing policies to ensure grant compliance and revise as required;
2. Developing new policies that are required as part of the grant contracting process;
3. Preparing environmental review(s);
4. Coordination with all funding agencies and agency contact(s);
5. Prepare draw down request of program funds;
6. Tracking and managing program funds in compliance with program guidelines and acceptable accounting practices;
7. Providing all required reports and technical assistance;
8. Coordinating and attending all DEO monitoring visits;
9. Preparing all desktop monitoring packages for review and approval prior to submission to DEO;
10. Preparing closeout package; insuring all federal and state record-keeping requirements are met;
11. Reviewing change orders and pay requests for compliance with grant requirements;
12. Attendance at all pre-bid and pre-construction;
13. Tracking contractors on the federal disbarred list as well as all state approved WBE/MBE firms and section 3 participation;
14. Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200.

On April 10, 2019, the County received one (1) response as detailed on the attached tabulation sheet. The selection committee reviewed the proposal and recommends entering into agreement with Guardian Community Resources Management, Inc. who demonstrated through the RFP process to be a responsive and responsible firm.

The expected timeline for the services will begin immediately as the grant is a 30-month agreement expiring on June 9, 2021. Additional services may be requested on an ongoing basis to research, make application for funding and manage awarded projects from other public grant or loan sources at the discretion of the Board of County Commission.

FUNDING INFORMATION: A Community Development Block Grant (CDBG) in the amount of $700,000 for a two year period was approved and appropriated in February 2019. Fifteen percent ($105,000) of the grant can be used for administrative cost to include consulting and staffing. This
(Item 7i – continued)

This item was addressed as part of Item 7h.

Chair O’Brien requested public comment. There was none.

A motion was made by Commissioner Sullivan to approve Item 7i. Seconded by Commissioner Hansen.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 7J – CONSIDERATION OF AWARD FOR INVITATION TO BID 19-026B TO SAMSULA WASTE, INC. FOR DEMOLITION OF THE FORMER POLICE DEPARTMENT/JAIL BUILDINGS AT 1600 OLD MOODY BOULEVARD IN THE AMOUNT OF $19,150.00

The following was pulled from the Consent Agenda for discussion:

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

SUBJECT: Consideration of Award for Invitation to Bid 19-026B to Samsula Waste, Inc. for Demolition of the Former Police Department/Jail Buildings at 1600 Old Moody Boulevard in the Amount of $19,150.00.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: An Invitation to Bid (ITB) was advertised in the Flagler News Tribune as well as publicly broadcast on Public Purchase and VendorLink. ITB 19-026B requested bids from qualified contractors to provide furnishing all plant, labor, materials, equipment and supervision for the construction project that involves the interior demolition and proper disposal of all existing items located at 1600 Old Moody Boulevard, which was formerly a Police Department and Jail Facility. The demolition includes the complete removal and disposal of existing wall, doors/frames/hardware, wall mounted items, flooring/base, ceiling, ceiling equipment, built-in millwork, plumbing items, equipment, limited asbestos abatement, HVAC equipment, electrical equipment, interior furnishings and appliances, etc.

On March 27, 2019, the County received five (5) responses as detailed on the attached tabulation sheet. Staff reviewed the bid for conformity to specifications as well as to the terms and conditions outlined in the bid documents. Staff recommends the award to Samsula Waste, Inc. who submitted a responsive and responsible bid.

It is estimated for work to be completed on or before June 30, 2019.

FUNDING INFORMATION: The demolition of this property will be expended within the Facilities budget, account number 001-1413-519.34-10.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4082
Physics, Faith Alkhatib (386) 313-4045

RECOMMENDATIONS: Request the Board approve Bid Award 19-026B to Samsula Waste, Inc. for Demolition of the Former Police Department/Jail Buildings at 1600 Old Moody Boulevard in the amount of $19,150.00.

ATTACHMENTS:
1. Bid Tabulation

Commissioner Ericksen asked if this building had any historic value.

County Administrator Cameron stated it did not have any historic significance, but two cell doors were salvaged for future display. Added the building was a liability in its current state.

Chair O’Brien requested public comment. There was none

A motion was made by Commissioner Ericksen to approve item 7j. Seconded by Commissioner Hansen.

Chair O’Brien called the question. Motion carried unanimously.
GENERAL BUSINESS

ITEM 8A – CONSIDERATION OF TWO ALTERNATIVE LEASE FORMS PER COUNTY COMMISSIONS’ DIRECTION ON CAPTAIN’S BBQ AT BINGS LANDING PARK

This item was removed from agenda.

ITEM 8B – CONSIDERATION FOR THE PURCHASE AND INSTALLATION OF FENCING AT THE FLAGLER COUNTY LIBRARY AT A PURCHASE PRICE NOT TO EXCEED $55,000.00 AND WAIVE THE PROCUREMENT PROCESS

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #

SUBJECT: Consideration for the Purchase and Installation of Fencing at the Flagler County Library at a Purchase Price Not to Exceed $55,000.00 and Waive the Procurement Process.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: Staff is seeking approval for the purchase of materials, labor, tools and all items necessary for the installation of 6’ black vinyl coated commercial chain-link fencing at the Flagler County Library.

The library property does not have fencing currently and the installation of fencing is needed to improve the overall security of the property. Considering cost as well as effectiveness, the chain-link fencing is generally considered the best fence for commercial purposes and meets the standards of the City of Palm Coast municipal code for fencing.

Due to the expeditious period, staff is seeking approval to waive the procurement process. Staff received two proposals, BlueLine Property Solutions LLC, a local vendor and AAA Fence, which the County has the option to piggyback a City of Ormond Beach contract. The proposal received by Blue Line Construction would be a cost savings of approximately $13,000. Issuing a formal solicitation for this this particular project would set back award and start time by six (6) weeks.

FUNDING INFORMATION: Funding from the General Fund (001) reserves will be allocated with Budget Transfer 19-113 totaling $55,000.00 to account number 001-1413-519.83-10 for the purchase.

DEPT./CONTACT/PHONE #: Purchasing, Kris Collora (386) 313-4062
General Services, Heidi Petito (386) 313-4185

RECOMMENDATIONS: Request the Board authorize the purchase and installation, waive the procurement process, and approve Budget Transfer 19-113 for the fencing at the Flagler County Library at a purchase price not to exceed $55,000.00.

ATTACHMENTS:
1. BTR 19-113
(Item 8b – continued)

County Administrator Cameron explained this was a part of fast-tracking to get construction underway as the quickest relief for the Sheriff. Explained by asking for a waiver, the County could save about $10,000.

Heidi Petito, General Services Director, spoke to item and explained the process. Stated if they were able to move forward with this bid, it could expedite this process by approximately 6 weeks. Noted Section 4.3 of the County’s purchasing policy gave the BCC the right to waive the sealed bid requirements of procurement.

Commissioner Sullivan favored, but would have liked to have seen a schematic of the fence on the property. Noted concerns with moving too quickly on this.

Commissioner Mullins favored using someone local. Commented on the need to move quickly.

County Administrator Cameron asked the record to reflect this was being done because it was the best price.

Chair O’Brien asked if this worked for the Sheriff.

Sheriff Staly replied yes, this would be a permanent fence that would dovetail from construction into the building perimeter. Added deputies were actively making arrests for trespassing on the construction site right now. Asked if anyone sees somebody on the site to please call the Sheriff’s non-emergency number.

Chair O’Brien requested public comment.

Joan Affatato, Flagler County, asked if the fence would have barbed wire on top.

Mr. Cameron replied that depended on what the Sheriff stored that might require additional permitting from the City of Palm Coast for additional security measures.

Catherine Behrens, Flagler County, opposed spending $55,000 on the fence. Stated the County was putting up the fence up to simply keep homeless out and recommended spending the money on a social worker to help these people.

A motion was made by Commissioner Hansen to approve Item 8b. Seconded by Commissioner Ericksen.

Chair O’Brien called the question. Motion carried unanimously.
ITEM 9A – QUASI-JUDICIAL – APPLICATION #3173 – REQUEST TO AMEND AND RESTATE THE DEVELOPMENT AGREEMENT FOR RENAISSANCE AT HAMMOCK DUNES PUD. PARCEL NUMBER: 04-11-31-2984-000E1-0180; 7.77+/- ACRES. OWNER: OARE ASSOCIATES, LLC/APPLICANT: ROBERT E. DICKINSON, RLA, OF DICKINSON CONSULTING, INC.

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

SUBJECT: QUASI-JUDICIAL – Application #3173 – Request to amend and restate the Development Agreement for Renaissance at Hammock Dunes PUD. Parcel Number: 04-11-31-2984-000E1-0180. 7.77+/- acres. Owner: Oare Associates, LLC/Applicant: Robert E. Dickinson, RLA, of Dickinson Consulting, Inc.

DATE OF MEETING: May 6, 2019

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The request is for approval of an amendment to the PUD Development Agreement for the Renaissance at Hammock Dunes PUD. This parcel is 7.77 acres in size, identified as parcel #04-11-31-2984-000E1-0180, and is located East of State Road A1A (aka North Oceanshore Boulevard), South of Hammock Dunes Parkway and West of Camino del Mar Parkway.

On February 26, 2019, Bob Dickinson, on behalf of the parcel owners, Oare Associates, LLC, submitted an application for review for the amendment of several of the development criteria/dimensional standards in the Renaissance at Hammock Dunes PUD. If approved,
the proposed amendment will ultimately be adopted by ordinance by the Board of County Commissioners.

The development criteria for the Renaissance at Hammock Dunes PUD were established through the adoption of Ordinance No. 2018-13 on August 5, 2018, as recorded at Official Records Book 2299, Pages 384 through 391, Public Records of Flagler County, Florida. Principally this amendment revises front and rear setbacks and recognizes a lesser rear setback for swimming pools, pool decks, and screen enclosures as is customary in other residential zoning districts. Additionally, this amendment eliminates the 35% maximum lot coverage, leaving the 30% minimum pervious area standard in place. The difference between these two measures is that the lot coverage includes only the area of any principal and accessory structures, while the impervious areas (the opposite of the 30% minimum pervious is a 70% maximum impervious limitation) includes not only the area of all principal and accessory structures, but additionally includes the driveway, decks, screen enclosures, etc. The 30% minimum pervious – and its opposite 70% maximum impervious standard – is consistent with other lots within Hammock Dunes. As a further limiting factor, the minimum setbacks will maintain a clear perimeter area on each lot free of principal and accessory structures; the 70% maximum impervious is difficult to reach on a practical basis due to the minimum setbacks.

Ultimately, any amendment to a PUD must demonstrate that the criteria for the establishment of the PUD continue to be met following the amendment. Specifically, the Land Development Code lists these required findings as (in relevant part):

“1. The proposed PUD does not affect adversely the orderly development of Flagler County and complies with the comprehensive plan adopted by the Flagler County Board of County Commissioners.

2. The proposed PUD will not affect adversely the health and safety of residents or workers in the area and will not be detrimental to the use of adjacent properties or the general neighborhood.” (FCLDC Sec. 3.04.02.F).

The October 15, 2018 preliminary plat approval by the Board of County Commissioners through Application #3151 will not require revision due to this amendment. However, minor changes are permissible as the plat moves from preliminary plat to final plat.

This request was reviewed by the Technical Review Committee at their March 20, 2019 regular meeting. All outstanding staff comments have been addressed by the applicant. The Planning and Development Board held a public hearing on April 8, 2019 and recommended approval of the request.

Public notice has been provided for this application according to LDC Section 2.07.00.

This agenda item is:

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

STAFF RECOMMENDATION: Based on the provided application and supplemental information, the Planning Department finds that the criteria at Flagler County Land Development Code Section 3.047.02.F have been met and recommends that the Board of County Commissioners approve Application #3173, the amendment and restating of
the PUD Development Agreement for the Renaissance at Hammock Dunes PUD, to be adopted through an ordinance titled similar to:

AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, FLAGLER COUNTY, FLORIDA AMENDING AND RESTATEING THE PUD (PLANNED UNIT DEVELOPMENT) DEVELOPMENT AGREEMENT FOR RENAISSANCE AT HAMMOCK DUNES; AMENDING FLAGLER COUNTY ORDINANCE NO. 2018-13, PROVIDING FOR FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

OPTIONS FOR THE BOARD: Following the public hearing, based on the evidence and testimony provided by staff through the staff report, the applicant through their submittal and presentation, public comments, and the Board’s deliberations, the Board may:

1. APPROVE THE REQUEST - The Board of County Commissioners makes a finding that the criteria listed in Land Development Code Section 3.04.02.F have been met and therefore approves the amendment and restating of the PUD Development Agreement for the Renaissance at Hammock Dunes PUD.

2. APPROVE THE REQUEST WITH MODIFICATIONS/CONDITIONS - The Board of County Commissioners makes a finding that the criteria listed in Land Development Code Section 3.04.02.F have been met and therefore approves the amendment and restating of the PUD Development Agreement for the Renaissance at Hammock Dunes PUD, but additionally recommends that the development criteria/dimensional standards be changed based on the outcome of the public hearing and the Board’s deliberations.

3. DENY THE REQUEST - The Board of County Commissioners makes a finding that the criteria listed in Land Development Code Section 3.04.02.F have not been met and therefore denies the amendment and restating of the PUD Development Agreement for the Renaissance at Hammock Dunes PUD.

4. TABLE THE REQUEST – The Board of County Commissioners makes a determination that sufficient factual data has not been presented and tables the request to a time and date certain pending additional information and deliberations by the Board. [This option assumes that additional information is necessary for the Board to be able to make a determination; this should not be used to delay an action where no additional information is anticipated to be provided by an applicant, staff, or the public.]

ATTACHMENTS:
1. Technical Staff Report
2. Draft Ordinance, with attached Site Development Plan
3. Draft Ordinance in redline format
4. Adopted Ordinance No. 2018-13
5. Application and supporting documents
6. Planning and Development Board April 9, 2019 draft minutes (in part)
7. Public notice
(Item 9a – continued)

Chair O’Brien asked for ex parte disclosure. There was none.

Adam Mengel, Planning Director, gave a presentation (on file in the Clerk’s Office) and the four options for the BCC to consider.

Commissioner Hansen asked was the issue to not have any equipment in the side yard.

Mr. Mengel replied that was staff’s comment and the response back from applicant was they would have 10 foot separation from equipment piece to equipment piece. Stated the language offered by the developer was intended as a compromise to meet the County.

There was further discussion on the side yards.

Commissioner Sullivan asked if the second emergency access was now included.

Mr. Mengel replied there had been no changes from what had been approved before, but could not recall if it was just for construction services or to remain afterwards.

Commission Sullivan favored having an emergency access “locked in.” Recommended ensuring upfront that equipment would be put on the same side of each house.

Mr. Mengel explained historically the HOA would make those kinds of calls and as long as it met code requirements, it was left to their discretion to mediate. Read the last sentence of sub part F regarding the easement for emergency access, stating it was to be temporary for construction and a permanent secondary emergency access.

County Attorney Hadeed declared the easement had been concluded and recorded. Recommended the BCC action include adding “update with recorded data” to clarify it was not still pending.

Chair O’Brien invited the applicant to podium.

Charlie Faulkner, representative for landowner, stated a lot of effort went into making this project buildable as a product that everybody envisioned seeing in Hammock Dunes. Requested the language be left as is because it was worked out between the HOA and the homebuilder.

Commissioner Sullivan requested to solidify the secondary emergency access by putting it into the motion, or whatever was needed.
(Item 9a – continued)

County Attorney Hadeed stated the recommendation was to put the citation in the public record where the easement had been recorded.

Chair O’Brien opened public comments. There was none.

A motion was made by Commissioner Hansen to approve item 9a and to include that the permanent easement be cited in the agreement. Seconded by Commissioner Ericksen.

Chair O’Brien called the question. Motion carried unanimously.

ADDITIONAL REPORTS AND COMMENTS

ITEM 10A – COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Cameron reported on the Sheriff’s rental space, stating the Sheriff was notified last week that the rate increased to $10,000 a month, which over two years of construction meant approximately a quarter million dollars spent in rental of Sheriff’s facilities. Added it was estimated to be approximately $40,000 to modify the Sears building to accommodate Sheriff’s needs, which would be a considerable savings along with putting the bank building on the market and then the Sears building when no longer needed. Estimated to be about $200,000 in savings.

Chair O’Brien asked what was the current rent and the market rent.

County Administrator Cameron replied it was $77,000 yearly now and market would probably be in the neighborhood of $60,000.

Chair O’Brien asked if the County talked to or tried to negotiate with owner.

County Administrator Cameron replied had not because $77,000 would still have been a considerable savings, if utilizing Sears building for interim. Recommended the BCC give staff instructions to move rapidly as possible to make Sears building suitable for occupation.

Chair O’Brien asked if Sheriff was on same page with this.

Sheriff Staly replied yes.

There was BCC consensus to move forward with making the Sears building suitable for Sheriff.
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(Item 10a – continued)

County Administrator Cameron stated he had discussions with the Clerk who had taken the position that he was unwilling to make further accommodations, which left the task of figuring out what to do with the detective section of the Sheriff’s Office. Stated they were at an impasse and not sure what was needed to preserve the integrity of operations, and at same time, come up with the space.

Sheriff Staly spoke of the impacts to the Sheriff’s operations. Stated staff had tried to work with the Clerk with no success, which was unfortunate, because the best interim solution was the courthouse and the least cost to taxpayers. Stated his could not operate for another two years in the working conditions the employees were under. Encouraged the BCC to walk through the conditions they were currently under and see the availability of space.

Commissioner Hansen asked about renting the Beutlich building on US1.

County Administrator Cameron replied they did have a proposal for that. Stated the upside was it would generate enough interim space and the downside would be that if making an investment to build out, the landlord would certainly want more than a two year agreement. Added could pursue if unsuccessful with other solutions, but had hoped if having a definitive timeline would get additional space in the courthouse, but failing that, it was going to end up costing money.

Commissioner Sullivan clarified the BCC owned the courthouse building, and if push came to shove it could just direct the Clerk that County needed the additional space in the building and to accept whatever bad side of that will be.

County Administrator Cameron stated that was certainly an option for the BCC. Added he hoped to get this done without having to use those measures, but was running out of options. Stated he would continue to work on it.

Emphasized the fence was not being constructed to keep the homeless out. Explained it was to keep all the unauthorized people out of a construction zone and since this was a fairly highly populated area, did not want to risk someone getting harmed and because a permanent security fence was needed in the future for the Sheriff’s Department, this made sense. Commended Heidi Petito and Janet Nickels for getting the site ready for construction and for working with the homeless.

Commissioner Mullins noted the Public Safety Coordinating Council and the Homeless Task Force were working on legislation, social workers, and finding a place for them to live. Stated as a community we would help the people who want the help, and those who did not would be addressed. Commended Mr. Cameron on what had been accomplished in a short time

County Administrator Cameron declared Janet Nickels had done a tremendous job with what resources she had available, and was one of the best case managers he had worked with.
ITEM 10B – COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hadeed reported on the following:

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY ATTORNEY REPORT / AGENDA ITEM # 10b

SUBJECT: Conclusion of Pending Administrative Appeal of Planning Board’s November 2018 Decision Approving Site Plan for Captain’s BBG Adjacent to Archeological/Historical Pavilion for Harper, Dennis Clark, Carol Scott, Joy Ellis, Frank Carelli, Dr. Lynne Bravo Rosewater, John Mampe, and Don Hoskins.

The substance of the appeal as originally presented rests on three claims, paraphrased below:

1. The approval of the Site Development Plan constitutes a non-conforming use.
   - Captain’s Lease did not authorize expansion of commercial use of the park and did not contemplate a new location for the restaurant.

2. The approval of the Site Development Plan failed to follow procedural due process.
   - The Application for Site Development Plan is incomplete since it did not address septic capacity, parking requirements, archaeological impacts, and other unspecified site issues.

3. The Site Development Plan fails to follow Environmentally Sensitive Lands criteria.
   - ESL acquisition funds were intended to preserve public access to waterways and to protect natural habitats and historical resources.

The appeal also requested a stay of all administrative proceedings until the appeal is resolved.

I reviewed the appeal with the Planning Director, who is designated as the final arbiter of the LDC under §1.09.02. As fully explained in the Planning Director’s memorandum dated February 13, 2019 (attached hereto), the Planning Director concluded that the LDC does not include an avenue of appeal to the County Commission for the adoption of a Site Development Plan by the Planning Board. In other words, their administrative appeal cannot be legally recognized to be heard by the County Commission under the LDC.

I concur with the Planning Director’s analysis and communicated our conclusion to the petitioners’ attorneys. On December 20, 2018, Ms. West responded on behalf of the petitioners in a way that took the appeal in a different direction. She wrote that the Site Development Plan should have been processed under LDC §3.06.05 as a site plan for a new public use due to the increased seating capacity in the proposed Site Development Plan. If it was a new public use, the Planning Board’s recommendation would have gone to the Commission for final approval. She also took the position that although the Code does not provide a manner by which to appeal a site plan approval to the Commission, the Code also does not prohibit such a procedure. She further argues that the petitioners should be able to appeal to the Commission as a matter of due process, that is to say, as a matter of fairness.

There are three problems with the petitioners’ position. First, there is a principle of statutory construction used to understand legislative enactments such as the appeal provisions of the LDC: expressio unius est exclusio alterius, which literally means, the expression of one thing is the exclusion of all others. In the present context, since the LDC specifies which Planning Board decisions can be appealed to the Commission, any decisions not so specified in the LDC are not appealable by implication.

Put another way, since the LDC identifies specifically which Planning Board decisions can be appealed to the Commission, we must legally presume those not identified are intentionally omitted and therefore not allowed. As a practical matter, the LDC could not be written to list every conceivable, extraneous procedure as falling outside an appeal right. Such theoretical or hypothetical situations are numerous in number. The County staff and Commissioners, ultimately as authors of the Codes, should only have to identify the matters where they believe appeals can be heard by the Commission.
In sum, the LDC specifies certain Planning Board decisions which can be appealed to the Commission, and the Site Development Plan approval for Captain's BBQ is simply not one of them. As the Planning Director notes, this site plan is for an expansion or modification of an existing Public Use on a site (Bling Park) that was approved in 1969 for public uses. The restaurant was approved in 2011, a use that remained undisputed until the filing of the appeal. The LDC provides that additional structures or improvements on existing Public Use sites require site plan review of the Planning Board but not review by the County Commission.

The second shortcoming with the petitioners' position is that the County is not at all denying the petitioners' due process rights. The basic tenets of due process are that an affected person has notice of an intended proceeding and a meaningful opportunity to be heard as part of the decision-making process. There is no blackline rule to determine the sufficiency of due process in all situations. It is rather something to be judged based on the circumstances, keeping in mind the basic tenets of notice and an opportunity to be heard. In this regard, I note the following facts.

Prior to the Planning Board's consideration of the Site Development Plan, it was presented to the County's Technical Review Committee and separately to the Scenic A1A Committee pursuant to the County's normal protocols under the LDC. Both are public meetings and representatives of the petitioners attended both. County staff also posted notice of the Planning Board meeting in accordance with the Sunshine Law, including the posting of the agenda and backup materials on the County website. The minutes of the November 13, 2018 Planning Board meeting show several of the petitioners appeared and stated their opposition to the Site Development Plan at the dais as part of public comment prior to the Planning Board's vote. Mr. Clark also made a powerpoint presentation. In addition, Ms. Rosewater and Ms. Ellis each spoke in opposition and provided handouts to support their position. Both the powerpoint presentation and documents were made part of the record of the hearing and were incorporated into the minutes. Five other individuals, not part of the group of petitioners, also addressed the Planning Board related to this item. Clearly, the public had notice of the Planning Board's consideration of the Site Development Plan as well as a meaningful opportunity to be heard. That does not count the multiple times that petitioners have had input via further public and individual meetings with Commissioners to make their points. Neither does it include the numerous communications between the petitioners and the Commissioners on these issues that they complain of, nor their full bodied reports and briefing books in which their arguments were made directly on their points.

On the administrative appeal itself, the materials that the petitioners submitted to the County were furnished to each Commissioner and in January 2019 the petitioners' attorney presented a power point on it as well to the full Commission. There has been no failure to allow input.

The third assertion, that County staff should create an appeal procedure not recognized by the LDC would set a precedent of uncertainty whereby a person or group unsatisfied with the application of the LDC in any number of situations could demand new procedures and standards until they get a desired outcome. Applicants (and Commissioners) need and deserve certainty and finality in development orders. Their concerns have been indisputably a part of the decision making process.

Finally, since Ms. West feels the Planning Director should have processed the Site Development Plan application as an entirely new public use, a proper avenue of appeal would have been to request the Planning Board review his decision, as explicitly provided for in LDC at
May 6, 2019
Regular Meeting

(Item 10b – continued)

§3.07.04, as opposed to what the petitioners actually challenged: the Planning Board’s ultimate adoption of the Site Development Plan.

For the above reasons, the County Attorney’s Office and Planning Director deem the appeal not properly before the Commission, and the appeal is concluded and dismissed as legally insufficient. The Commission does not have jurisdiction or authority to entertain the merits of the appeal. As such, there is no Board action required for this administrative appeal.

ATTACHMENTS:
1) Planning Director’s Memo
2) Appeal and Related Correspondence

County Attorney Hadeed reported this was a procedural issue left over from the November 2018 lease for Captain’s and an appeal filed by the Hammock Community Association in mid-December. Submitted update. Stated he was simply following code and was not opening it up. Stated the BCC did not have to take any action on this because the appeal was not valid.

Chair O’Brien requested public comment. There was none.

ITEM 10C – COMMISSION ACTION

Commissioner Hansen stated the BCC should go on the record that Flagler County was going to build a library and a Sheriff’s substation within the next 3 to 5 years to alleviate the concerns of the Bunnell City Commission.

County Administrator Cameron stated was happy to say to the BCC that was part of the plan, and was looking at the financial picture. Added they would need to get a lot of the uncertainties of this year behind us and was asking staff to be judicious in budget requests, as well as, the Sheriff’s Office. Stated the financial picture moving forward looked pretty good. Stated he did not see three years as being an unreasonable projection.

Commissioner Ericksen stated was concerned about allowing golf carts on the SR 100 bike trail overpass. Explained because of the 180-degree turn the County should not allow golf carts.

ITEM 10D – COMMUNITY OUTREACH

George Mayo, Palm Coast, noted many Hammock Dune residents refer to Bings Landing as “their” park, as if they had more propriety as to what goes on, but many other people in Flagler County enjoy that park just as much.

Sheriff Staly requested the BCC give direction to the County Administration on how to solve the interim space problem sooner than later. Described it as untenable and a crisis situation.
ITEM 10E – COMMISSION REPORTS/COMMENTS

Commissioner Hansen spoke on the Songwriters Festival and announced it would be returning next year.

Commissioner Sullivan commented the BCC had given direction previously on the need to get the financial software in place, and now over a year later, he heard it had been delayed again. Requested an update at a workshop or at the next regular meeting.

Commissioner Mullins reported on the town hall he held at Hidden Trails last week. He noted an improved working environment between the cities and the County. Reported he would be coming soon with a solution for Plantation Bay, possibly at the next meeting. Announced a town hall tomorrow at the Espanola Community Center. Announced a business town hall with the Mayor of Bunnell on May 21 at 5:30 p.m. Commented the work of Sheriff Staly and thanked Al Hadeed and Jerry Cameron for their work.

Commissioner Ericksen commented over past few months he talked with cities of Bunnell and Palm Coast regarding fiber optics and favored the County starting discussions on this.

Chair O’Brien reported the County was able to skirt new legislation encroaching on the home rule and vacation rental ordinance. Noted an additional County Judge was funded and approved permanently, and the library construction “bucket” was funded. Commented Flagler County had some wins and wanted to thank the legislators and the County’s lobbyist. Stated he was going to have a meeting with the Clerk this week and would relay the comments made today, and perhaps could “move the needle,” but was not promising anything.

ADJOURNMENT

A motion was made by Commissioner Hansen to adjourn at 11:59 a.m. Seconded by Commissioner Ericksen.

APPROVED AND ADOPTED __________________________________________________

ATTEST:  _________________________________________________________________
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

________________________________  _________________________________
Tom BexleyDonald T. O’Brien, Jr.
Clerk of the Circuit Court & ComptrollerChair
SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew

DATE OF MEETING: June 3, 2019

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, 2016 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

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

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

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/21/2019
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 05/28/2019
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 21st day of May, 2019.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Donald T. O'Brien Jr., Chair

CONCURRENCE:

Jonathan Lord, Emergency Management Director

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 28th day of May, 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald T. O'Brien Jr., Chair

CONCURRENCE:

Jonathan Lord, Emergency Management Director

APPROVED AS TO FORM:

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

DATE OF MEETING: June 3, 2019

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

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

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

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Irma, 05/21/2019
2. Proclamation Extending State of Local Emergency – Hurricane Irma, 05/28/2019
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 scaring 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:

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DONE AND ORDERED in Flagler County, Florida, this 21st day of May, 2019.

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Donald T. O'Brien Jr., Chair

CONCURRENCE:

Jonathan Lord, Emergency Management Director

APPROVED AS TO FORM:

Al Hadeed, County Attorney
FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING THE
STATE OF LOCAL EMERGENCY
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seven day periods; and

WHEREAS, the Board of County Commissioners ratified the Proclamations
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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 28th day of May, 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald T. O’Brien Jr., Chair

CONCURRENCE:

Jonathan Lord, Emergency Management Director

APPROVED AS TO FORM:

Al Hadeed, County Attorney
SUBJECT: Consideration of Flagler County Tourist Development Council Fund 110 Discretionary Event Funding.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: On May 15, 2019, the Flagler County Tourist Development Council met for the purpose of considering allocations from the Discretionary Event appropriation. The TDC deliberated on the requests and recommends that the Board of County Commissioners appropriate funds as follows:

$5,000 Florida Flag Football, State Championship & Hall of Fame Ceremony - June 22-23, 2019
Event Site: Indian Trails Sports Complex. Event was first held in 2010 in Palm Coast with 20 teams. This summer they expect over 50 teams to compete. In addition to the tournament, they will also host the Florida Flag Football Hall of Fame Ceremony at Oceanside in Flagler Beach. This summer there will be two international teams participating in the event, one representing Mexico and one representing the Bahamas; Direct Visitor Spending: $221,942; Economic Impact: $290,379.

$5,000 Total Budget Discretionary Event Allocations requested.

FUNDING INFORMATION: The FY18-19 funding for Discretionary Events is $140,000.00 and there has been $71,019.44 awarded to date leaving a balance of $68,980.56 in account #110-4700-559.48-45. These remaining funds can be used for the events mentioned above in the overview.

DEPARTMENT CONTACT: Tourist Development, Amy Lukasik (386) 313-4230

RECOMMENDATIONS: Request the Board approve the recommendation of the Flagler County Tourist Development Council 110 Discretionary Event funding in the amount of $5,000 and authorize the County Administrator to execute the contract as approved to form by the County Attorney.

ATTACHMENTS:
1. Funding Request from Florida Flag Football, State Championships & Hall of Fame Ceremony, June 22-23, 2019
2. Discretionary Event Available Balance Report
3. May 15, 2019 Draft TDC Minutes
Florida Flag Football League State Championships & Hall of Fame Ceremony

- Event Dates: June 22-23, 2019
- Event Site: Indian Trails Sports Complex
- Event History: Held in Palm Coast since 2010 and started with 20 teams.
- The number of registered teams has continued to grow each year and is now anticipated 50 plus teams.
- Team size is approximately 15 players per team.
- Hall of Fame Ceremony will be held at Oceanside Beach Bar & Grill in Flagler Beach on Saturday evening and expects 200 people to attend.
- Two International Teams from Mexico and Bahamas are currently registered to play.
- Florida Flag Football League added a second event last year and will add a third event this year. Both of these events will be held at Wadsworth Park.
- Funding Request: $5,000
# Event Impact Summary

**Destination:** Palm Coast and The Flagler Beaches

## Event Parameters

<table>
<thead>
<tr>
<th>Event Name</th>
<th>Florida Flag Football Summer 2019 State Championships</th>
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<tbody>
<tr>
<td>Organization</td>
<td>Florida Flag Football</td>
</tr>
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<td>Event Type</td>
<td>Adult Amateur</td>
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<td>Start Date</td>
<td>6/22/2019</td>
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<td>End Date</td>
<td>6/23/2019</td>
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<tr>
<td>Overnight Attendees</td>
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<td>Day Attendees</td>
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## Key Results

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<th>Business Sales (Direct)</th>
<th>$221,942</th>
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<tr>
<td>Business Sales (Total)</td>
<td>$290,379</td>
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<tr>
<td>Jobs Supported (Direct)</td>
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<td>Jobs Supported (Total)</td>
<td>152</td>
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<tr>
<td>Local Taxes (Total)</td>
<td>$9,539</td>
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<tr>
<td>Net Direct Tax ROI</td>
<td>$3,737</td>
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<tr>
<td>Estimated Room Demand</td>
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## Direct Business Sales

### Sales by Source

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<td>Media/Sponsors</td>
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### Sales by Sector

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<th>Organizer</th>
<th>Media/Sponsors</th>
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<td>Food &amp; Beverage</td>
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<td>Retail</td>
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<td>Recreation</td>
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<td>Space Rental</td>
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<td>Business Services</td>
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<td>Economic Impact Details</td>
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<tr>
<td><strong>Business Sales</strong></td>
<td>$221,942</td>
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<td><strong>Jobs Supported</strong></td>
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<td>Persons</td>
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<td>Annual FTEs</td>
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<td><strong>Taxes and Assessments</strong></td>
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<td>Local Total (excl. property)</td>
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<td>property tax</td>
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**Event Return on Investment (ROI)**

**Direct local tax ROI (net property taxes)**
- Direct Tax Receipts: $8,737
- DMO Hosting Costs: $5,000
- Direct ROI: $3,737
- Net Present Value: $3,737
- Direct ROI (%): 75%

**Total local tax ROI (net property taxes)**
- Total Local Tax Receipts: $9,539
- Total ROI: $4,539
- Net Present Value: $4,539
- Total ROI (%): 91%

**Estimated Room Demand Metrics**
- Room Nights (total): 577
- Room Pickup (block only): 0
- Peak Rooms: 316
- Total Visitor Days: 1,150
Florida Flag Football State Championships  
June 22-23, 2019  
Indian Trails Sports Complex, Palm Coast  
Palm Coast and the Flagler Beach  

Preliminary Budget  

<table>
<thead>
<tr>
<th>Income</th>
<th>Budgeted</th>
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<tr>
<td>TDC Event Funding</td>
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<tr>
<td>Total Income</td>
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<table>
<thead>
<tr>
<th>Expense</th>
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<tbody>
<tr>
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<td>Discretionary Awards Approved by BOCC</td>
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<td>7</td>
<td>2019 January 11-13</td>
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<td>8</td>
<td>Swagger Cyclocross and Gravelondo</td>
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<td>9</td>
<td>2019 May 3-5</td>
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<td>10</td>
<td>Flagler Broadcasting Songwriters Fest</td>
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<td>11</td>
<td>2019 May 16-18</td>
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<td>12</td>
<td>Coquina Cup</td>
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<tr>
<td>13</td>
<td>2019 May 31-June 2</td>
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<td>Sports Endeavors, EVP Volleyball</td>
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<td>2019 May 16-19</td>
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<td>One Love Tennis Weekend</td>
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<td>Fall 2019 (TBD)</td>
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<td>Kayak Bass/Redfish Fishing Tour</td>
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<td>Triple Crown College Showcase</td>
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<td>2019 June 15-16</td>
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<td>Triple Crown Father’s Day Classic</td>
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<td>FFF - State Championships</td>
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</tbody>
</table>
MEETING CALLED TO ORDER BY GREG HANSEN AT 9:05 A.M.

**Chair** led the pledge to the flag and requested a moment of silence.

1. **Attendance**

   PRESENT: Chair Greg Hansen, Ryan Crabb, Pamela Walker, Stephen Baker, Eric Cooley, Marc Richardson

   ABSENT: Milissa Holland

   2 SEATS VACANT

2. **Adoption of Minutes from April 17, 2019 Meeting**

   **Hansen** read into record that 5 Form 8B’s were filed with the Board Secretary from the April 17, 2019 meeting per FS112.3143(4)(a)

   **Walker/Cooley. Motion** to adopt the April 17, 2019 meeting minutes. Motion Carries.

3. **Accept Financial Reports for Review**

   a) Budget to Actual Report
   
   b) Revenue Report

   **Crabb/Walker. Motion** to Accept Revenue Report and Budget to Actual Financial Reports. Motion Carries.

4. **Accept Marketing Reports For Review**

   a) February 2019
   
   b) March 2019
   
   c) April 2019

   **Walker/Cooley. Motion** to Accept Feb., March and April 2019 Marketing Reports. Motion Carries.

5. **Fund 110 Discretionary Event Fund Review and recommendation to the Board of County Commissioners for the following funding requests:**

   a) $5,000 – Florida Flag Football, State Championships & Hall of Fame Ceremony, June 22-23, 2019

   Craig Lenniger, Sales & Grants Manager, Tourism Development. Presented;
Cooley/Walker. Motion to recommend to the Board of County Commissioners to fund $5,000 for the State Championships & Hall of Fame Ceremony. Motion Carries.

6. Discussion: TDC Meeting Time

7. Tourism Development Office Update

8. Community Outreach: No one came forward

9. Board Member Commentaries

10. Adjournment  Walker. Motion to adjourn. Meeting adjourned at 9:27 am.

RECORDING OF MEETING CAN BE ACCESSED BY THE FOLLOWING LINK:
TDC Meeting May 15, 2019

If a person decides to appeal any decision made by the Tourist Development Council with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person may need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.
SUBJECT: Addition of Risk Manager Position in the Human Resources Department.

DATE OF MEETING: June 3, 2109

OVERVIEW/SUMMARY: Staff is bringing forward a request to add the position of Risk Manager to the Human Resources Department. This position is critical in the management of worker’s compensation and property and casualty claims to aid in reducing safety issues that may expose the County to insurance claims and litigation. This position will assess and identify potential risks that may hinder the safety and financial prosperity of the County and implement plans and strategies to minimize losses and reduce insurance rates. Currently this role is being fulfilled by the Administrative Assistant and the Human Resource Director in a limited capacity. The Administrative Assistant acts as the liaison with insurance carriers and legal counsel to review general liability and worker’s compensation claims and the Human Resources Director participates in mediations, trials and settlement decisions. It is vital that we have a dedicated staff member in place to systematically measure, control, and mitigate loss, damage or injury in the workplace and in our community for the safety of our employees and our citizens.

This position is classified as a pay grade 46 and has a salary range of $51,500.80 - $85,009.60. Benefits at current rates would be an additional $18,905.20 to $24,373.40.

FUNDING INFORMATION: Funding for this position for the remainder of FY19, is estimated at $20,310 to $31,560 to include salary and benefits. When the position is filled and brought to the Board for appointment, a budget transfer from Reserves will be included for approval. In FY20, the total cost to include salary and benefits will range from $70,406 to $109,383.

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

RECOMMENDATION: Request the Board approve the position of Risk Manager at a pay grade of 46 increasing the total County FTE’s in the FY19 Budget from 383.77 to 384.77.

ATTACHMENTS:
1. Job Description
Flagler County Board of County Commissioners

Job Description

Position Title: Risk Manager
Department: Human Resources
Reports to: Human Resources Director
Category: Non-Exempt
Pay Grade: 46

Position Summary

Administrative, professional and technical work in planning and directing the management of the County’s Risk Management Program to include worker’s compensation and property/casualty/liability insurance for all County owned properties and assets. Manages all safety issues that may expose the County to litigation or insurance claims, including but not limited to identifying, evaluating, controlling and minimizing the County’s exposure to loss or damage to physical assets, fidelity losses, and losses arising out of liability claims.

Essential Functions

- Develops, plans and implements goals, objectives and strategies for risk management program effectiveness.
- Writes and recommends County policies and procedures relating to Risk Management and Safety Programs.
- Reviews liability claims and assists insurance adjusters with property and liability claims;
- Performs or reviews work-site inspections for hazard reduction and/or elimination, and conducts accident/injury investigations (employees and public).
- Investigates incidents that could result in compensatory events with insurance companies.
- Reviews status of worker’s compensation claims with third-party administrator (TPA); serves as liaison with departments, legal counsel and TPA; makes recommendations for settlement; coordinates return to work and modified duty program.
Communicates in a professional manner with employees, claimants, and staff to gather information, disseminate information, and resolve minor difficulties associated with first party property claims, liability claims, and workers compensation claims.

Serves as the liaison between employees and insurance carriers/claims administrators to resolve insurance claim discrepancies for BOCC and Constitutional employees.

Maintains property and vehicle inventories and valuations.

Maintains claims log and monitor processing of general liability and auto liability and property and casualty insurance claims to ensure accurate and timely adjudication and settlement.

Researches, evaluates, makes recommendations, and produces data reports regarding risk management, loss control, and claims by analyzing causes, patterns, or trends of incidents and claims.

Coordinates the annual insurance policy renewal process for insurance coverage, including the application process and proposals evaluation. Makes coverage recommendations.

Plans, directs, and coordinates Safety and Accident Preventions Program.

Establishes safety inspection procedures, manages the facility safety inspection program, and performs safety inspections to identify potential hazards and prepares and recommends practical solutions to eliminate and prevent hazardous conditions. Performs follow-up inspections to ensure that corrective action is taken.

Attends mediations, hearings or trials as recommended by the Human Resources Director.

Serves as the Americans With Disabilities Act (ADA) Coordinator.

Performs related work as required.

These essential functions are not to be construed as a complete statement of all duties performed. All employees will be required to perform other job related duties as required.
**Knowledge, Skills and Abilities**

- Proficient in MS Word, Excel, Outlook, PowerPoint.
- Skill in working proficiently with the Internet and computer software programs to type correspondence, memos and faxes, and to provide reports. These programs include Microsoft Office applications (Publisher, Excel, PowerPoint, Word, Access, and Outlook Express).
- Knowledge of risk management policies, principles, practices, and governing regulations.
- Knowledge of insurance principles, procedures, and/or practices; government self-insurance programs, commercial insurance market; commercial insurance operations, or similar insurance industry practices.
- Knowledge of Human Resources functions, employment law, worker’s compensation laws, laws pertaining to personnel policies and procedures.
- Skill in preparation of clear and precise administrative reports.
- Knowledge of County government organization and operations.
- Ability to communicate effectively both orally and in writing.
- Ability to organize and analyze information.
- Ability to serve the public and fellow employees with honesty and integrity.

**Physical Requirements**

Physical demand: Sedentary

**Work Environment**

- This job operates in a professional office environment. This role routinely uses standard office equipment such as laptop computers and smartphones.

**Physical Demands**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb stairs; balance; stoop, kneel, crouch or crawl; talk or hear; and taste or smell. The employee must occasionally lift or move up to 20 pounds. Specific vision abilities required by the job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.
**Education, Experience and Training**

- Bachelor’s degree in Risk Management, Business or Public Administration, Human Resource Management, or related field; supplemented by a minimum of five (5) years’ experience in risk management, benefits administration, or human resources administration. Experience may be substituted for education on a year for year basis. Associate in Risk Management for Public Entities Designation (ARM-P) highly preferred and may be substituted for one year of experience.

Flagler County, Florida is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Flagler County, Florida will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

**All job descriptions are subject to revisions and amendment. I have received a copy of this job description and am fully aware of the expectations of the job.**

Employee Signature:___________________________ Date:______________

Supervisor Signature:__________________________ Date:______________
SUBJECT: Funding Approval for the FY 2018-2019 Leadership Academy in the Amount of $20,000.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: Flagler County Human Resources is establishing a comprehensive, innovative Leadership Academy curriculum to develop its Directors and Managers into highly effective leaders within our organization. Leadership is an essential skill in a managerial role as it helps to create lasting, positive change and inspire, through a shared vision, to create and foster an environment where employees feel valued and fulfilled. The Leadership Academy will teach the importance of open lines of communication, working as a team and will empower, motivate and influence employees to succeed while building confidence, wisdom and cultivating a culture of leadership excellence.

The Flagler County Leadership Academy will be limited to 16 students who must be FLSA exempt status employees. The funding requested will cover the cost of books, instruction, travel and miscellaneous expenses for these students. Students will be required to sign a contractual agreement committing to attending all classes, unless excused by the County Administrator, and participation in all assignments, discussions and activities. Classes will be held one (1) day a week from 4pm to 6pm. The anticipated length of the program is three (3) years, and upon completion the student will be presented a university quality document recognizing their accomplishment, a high quality graduate lapel pin and a desk nameplate with the Academy’s emblem.

FUNDING INFO: Funding has been identified with department savings and will be appropriated with Budget Transfer 19-111.

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

RECOMMENDATIONS: Request the Board approve funding of Leadership Academy in the amount of $20,000 for FY 2018-2019.

ATTACHMENTS:
1. Budget Transfer 19-111
Transfer and appropriate funds for the Leadership Academy as approved by the Board on 6/3/19.

<table>
<thead>
<tr>
<th>LINE NO.</th>
<th>FUND NO.</th>
<th>DEPT. NO.</th>
<th>SUB. NO.</th>
<th>ACCT NO.</th>
<th>PROJ NO.</th>
<th>AMOUNT FROM (DR.)</th>
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<th>ACCOUNT/CENTER DESCRIPTION</th>
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Financial Service Director's APPROVAL ___________________ DATE: ________________

Administrator's APPROVAL ___________________ DATE: ________________

Board Action @ Meeting APPROVAL 6/3/2019 ________________

POSTED BY: ___________________ DATE POSTED: ________________ cc: ________________
SUBJECT: Consideration of Fiscal Year 2019/2020 Acceptance of the Commission for the Transportation Disadvantaged (CTD) Trip and Equipment Grant in the Amount of $307,681.00 for Public Transportation Operating Funds.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: The Commission for the Transportation Disadvantaged (CTD) has awarded the Trip and Equipment Grant to Flagler County for providing trips for various medical and professional appointments, as well as to provide transportation for those individuals without viable transportation alternatives. The total project cost is $341,962.00, with the award from CTD in the amount of $307,681.00, a local match of $34,187.00 and Department of Motor Vehicle voluntary contributions of $85.00, with an in-kind match of $9.00. This allocation from the CTD is a decrease of approximately $172,722 below the current fiscal year’s allocation of $480,403.

FUNDING INFORMATION: This CTD Trip and Equipment Grant requires a local match of $34,187.00. Funding for this grant is currently budgeted as part of the proposed FY2019/2020 Budget in the General Fund account #001-0000-334.4907. The expenditures will be included in the Public Transportation budget.

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

RECOMMENDATIONS: Request the Board adopt the resolution authorizing the County Administrator to sign the grant application and agreement on behalf of Flagler County, and accept the CTD Trip and Equipment Grant Award in the amount of $307,681 for FY2019/2020, so that the Public Transportation Division can continue to provide trips for Flagler County’s Transportation Disadvantaged.

ATTACHMENTS:
1. Resolutions
2. CTD Application
3. Standard Assurances
RESOLUTION 2019 - __

A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE FILING OF THE APPLICATION AND THE EXECUTION OF TRANSPORTATION DISADVANTAGED TRUST FUND GRANT AGREEMENT WITH THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED.

WHEREAS, the Flagler County Board of County Commissioners is eligible to receive a Transportation Disadvantaged Trust Fund Grant and to undertake a transportation disadvantaged service project as authorized by Section 427.0159, Florida Statues, and Rule 41-2, Florida Administrative Code.

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

1. The Flagler County Board of County Commissioners has the authority to file this grant application and enter into this grant agreement.

2. The execution of a Transportation Disadvantaged Trust Fund Grant Agreement with the Florida Commission for the Transportation Disadvantaged is approved.

3. The Flagler County Board of County Commissioners authorizes the Flagler County Administrator to sign the grant application plus any and all agreements or contracts which are required in connection with the grant agreement, unless specifically rescinded.

4. The Flagler County Board of County Commissioners authorizes the Flagler County Administrator to sign any and all assurances, reimbursement invoices, warranties, certifications and any other documents which may be required in connection with the grant agreement or subsequent agreements, unless specifically rescinded.

DULY PASSED AND ADOPTED in open session of the Flagler County Board of County Commissioners, Florida, on this 3rd day of June 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

Donald T. O'Brien, Jr.
Chair

Attest:

Tom Bexley
Clerk of the Circuit Court and Comptroller

Al Hadeed
County Attorney
**Transportation Disadvantaged**

**Trip & Equipment Grant Application Form**

<table>
<thead>
<tr>
<th>Legal Name</th>
<th>Flagler County Board of County Commissioners</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal Employer Identification Number</strong></td>
<td>59-6000605</td>
</tr>
<tr>
<td>Registered Address</td>
<td>1769 East Moody Blvd. Building 5</td>
</tr>
<tr>
<td>City and State</td>
<td>Bunnell, Florida</td>
</tr>
<tr>
<td><strong>Zip Code</strong></td>
<td>32110</td>
</tr>
<tr>
<td><strong>Contact Person for this Grant</strong></td>
<td>Tishia Peterson</td>
</tr>
<tr>
<td><strong>Phone Number</strong></td>
<td>386-313-4190</td>
</tr>
<tr>
<td><strong>E-Mail Address [Required]</strong></td>
<td><a href="mailto:tpeterson@flaglercounty.org">tpeterson@flaglercounty.org</a></td>
</tr>
<tr>
<td><strong>Project Location [County(ies)]</strong></td>
<td>Flagler</td>
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<tr>
<td><strong>Proposed Project Start Date</strong></td>
<td>7/1/2019</td>
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</table>

**Budget Allocation**

| Grant Amount – State Allocation [90%] | $307,681.00 |
| Grant Amount – Local Match [10%] | $34,187.00 |
| Grant Amount – Proviso [90%] | 0 |
| Grant Amount – Proviso Match [10%] | 0 |
| **Voluntary Dollar Amount** | $85.00 |
| **Local Match for Voluntary Dollars [In Kind]** | $9.00 |
| **Total Project Amount** | $341,962.00 |

**Capital Equipment Request**

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<th>Description of Capital Equipment</th>
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| **Total Project Amount** | $ 0.00 |

**Local Coordinating Board Review IS Required if Requesting Capital Equipment**

If the purchase of capital equipment is included in this Application Form, the application has been reviewed by the N/A Local Coordinating Board.

__________________________
**Signature of Local Coordinating Board Chairperson**
__________________________
**Date**

I, the authorized Grantee Representative, hereby certify that the information contained in this form is true and accurate and is submitted in accordance with the 2019-20 Program Manual and Application for the Trip & Equipment Grant.

__________________________
**Signature of Grant Recipient Representative**
__________________________
**Date**
TRANSPORTATION DISADVANTAGED
TRIP & EQUIPMENT GRANT
STANDARD ASSURANCES

The Grantee hereby assures and certifies that:

1. The Grantee has the requisite fiscal, managerial, and legal capacity to carry out the Transportation Disadvantaged Program and to receive and disburse State funds.

2. The Grantee is aware that the Trip & Equipment Grant is a reimbursement grant. Reimbursement of funds will be approved for payment upon receipt of a properly completed invoice with supporting documentation.

3. Trip & Equipment Grant funds will not be used to supplant or replace existing federal, state, or local government funds.

4. The Grantee understands that an approved written eligibility application and eligibility support documentation is required and is to be maintained for each rider who receives a non-sponsored trip or bus pass and such documentation shall be made available upon request by CTD staff or its designee.

5. The Grantee is aware that if capital equipment is purchased with these grant funds, equipment must be received by the recipient no later than June 30, 2020.

6. The Grantee recipient is aware that the approved project must be complete by June 30, 2020, which means services must be provided by that date or reimbursement will not be approved.

7. Capital equipment purchased through this grant shall comply with the recipient’s competitive procurement requirements or Chapter 287 or Chapter 427, Florida Statutes.

This certification is valid for the agreement period for which the grant application is filed.

Signature: ___________________________ Date: 6/03/19
Name: Jerry Cameron
Title: County Administrator
Agency: Flagler County Board of County Commissioners
Service Area: Flagler

StandardAssuranceForm20180312
Form Revised 3/12/2019
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7g

SUBJECT: Consideration of a Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of $60,000 to Assist with Funding for the Design and Bidding Phase Services for a Corporate Hangar at the Flagler Executive Airport.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: Staff is bringing forward for consideration a Resolution and an FDOT Public Transportation Grant Agreement in the amount of $60,000.00 that will fund 50% of the costs for the Design and Bidding Phase Services for a Corporate Hangar. The remaining $60,000 will be paid by a private company. The total cost of this phase of the project will not exceed $120,000 (FDOT- $60,000, Private- $60,000). The project will consist of a 100X100 hangar, office/work space, an aircraft apron and associated vehicle parking. This facility will be the future home of an aviation related business with approximately 15 employees.

A Space Use Agreement is forthcoming, the Airport Director is in final negotiations with the company owner. The reason the Airport Director is bringing the FDOT PTGA prior to the execution of the Space Use Agreement is the funds need to be allocated prior to the end of FDOT fiscal year, which is June 30, 2019. FDOT will also be funding 50% of the construction of the corporate hangar with an additional PTGA in an amount not to exceed $540,000. The company will fund the matching dollars to FDOT’s funding plus all costs exceeding $1.2 million dollars. The Airport Enterprise Fund will not be responsible to pay any monies if the Space Use Agreement is not executed.

FUNDING INFORMATION: The FDOT is offering a PTGA in the amount of $60,000, which will fund 50% of the cost of the design project. The company will fund the remaining $60,000 and will deposit said amount with the County once the Space Use Agreement is executed. This grant agreement is not included in the FY19 Budget. Funds will be appropriated with the attached Unanticipated Revenue Resolution.

DEPARTMENT CONTACT: Airport Director, Roy Sieger, (386) 313-4220

RECOMMENDATIONS: Request the Board approve the FDOT Public Transportation Grant Agreement (PTGA) and adopt the Resolution authorizing the Chairman to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments approved as to form by the County Attorney.

ATTACHMENTS:
1. FDOT Public Transportation Grant Agreement (PTGA)
2. Resolution in support of the Public Transportation Grant Agreement
3. Unanticipated Revenue Resolution
January 30, 2019

Mr. Roy W. Sieger
Airport Director
Flagler Executive Airport
201 Airport Road
Palm Coast Florida 32164

Subject: Public Transportation Grant Agreement (PTGA)
Flagler Executive Airport
FM No.: 411916-2-94-01
Contract No.: Unassigned
Description: Corporate Hangar - Design and Bidding

Dear Mr. Sieger:

Enclosed is the subject Public Transportation Grant Agreement (PTGA) document for your adoption and signature. Please print two (2) copies of the document, and authorize and seal the signature page for each document by original signature. Please mail both copies of the PTGA along with one certified copy of the Resolution adopting the PTGA to the address below. When the PTGA is fully authorized by all parties, one original document will be returned to you. **Should you wish to have more than one original document, please make the appropriate number of copies and submit them to the Department for execution. All copies will be returned once fully authorized. Please note that any costs incurred prior to the Department executing the Public Transportation Grant Agreement will not be eligible for reimbursement.**

**Please return all documents to:**

Ms. Holly Lopenski
Florida Department of Transportation
Special Projects Section, MS 4-520
719 S. Woodland Blvd.
Deland, FL 32720-6834

Please take special note of Section 6.a. of the PTGA.

Please call with any questions or concerns.

Sincerely,

Jim Wikstrom
Freight and Logistics Manager

JW/jw
THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into this _____ day of ________, by and between the State of Florida, Department of Transportation, ("Department"), and Flagler County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

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

1. Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit “D”, Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department’s participation in Construct Corporate Hangar - Design and Bidding Phase Services, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   - Aviation
   - Seaports
   - Transit
   - Intermodal
   - Rail Crossing Closure
   - Match to Direct Federal Funding (Aviation or Transit)
   - Other

4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:

   - Exhibit A: Project Description and Responsibilities
   - Exhibit B: Schedule of Financial Assistance
   - Exhibit C: Terms and Conditions of Construction
   - Exhibit D: Agency Resolution
   - Exhibit E: Program Specific Terms and Conditions
   - Exhibit F: Contract Payment Requirements
   - Exhibit G: Financial Assistance (Single Audit Act)
   - Additional Exhibit(s):
5. **Time.** Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through **October 1, 2019.** If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. **If this box is checked the following provision applies:**

      Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. **If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.**

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. **If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.**

   d. **In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.**

   e. **The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.**

9. **Project Cost:**
a. The estimated total cost of the Project is $120,000. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $60,000, and, additionally the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in Exhibit “B”, Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department’s participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Project Description and Responsibilities. Modifications to the deliverables in Exhibit “A”, Project Description and Responsibilities requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A”, Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit “F”, Contract Payment Requirements.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department’s Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department’s Disbursement Handbook for Employees and Managers.
f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department’s Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department’s receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency’s general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.
k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See Exhibit “B”, Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved
in writing by the Department. Specific unallowable costs may be listed in Exhibit “A”, Project Description and Responsibilities.

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

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department’s Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:

   i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or

   ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):

   i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

   ii. __ Agency has selected to apply a de minimis rate of 10% to modified total direct costs. Note: The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

   iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make
best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency’s Authorized Official shall certify to the Department that the Agency’s purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit “B”, Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit “A”, Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants’ Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency’s full compliance with provisions of Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act. In all cases, the Agency’s Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any
inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “G”, Financial Assistance (Single Audit Act), to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,
the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency’s records, including financial statements, the independent auditor’s working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department’s contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a “nonstate entity” as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit “G”, Financial Assistance (Single Audit Act), to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply
with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

   And

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

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
vii. Upon receipt, and within six months, the Department will review the Agency’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency’s records, including financial statements, the independent auditor’s working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties’ respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. **Indemnification and Insurance:**

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."
b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers’ Compensation Insurance for their employees in accordance with Florida's Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation Insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida’s Workers’ Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy
or coverage described herein. The Department’s approval or failure to disapprove any policies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

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

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services’ Florida Accountability Contract Tracking System (FACTS).
i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Flagler County Board of County Commissioners

By: ____________________________

Name: __________________________

Title: __________________________

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________

Name: Loreen Bobo, P.E.

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:

Fred Loose
EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency’s project to provide context, description of project components funded via this Agreement (if not the entire project)): Construct Corporate Hangar - Design and Bidding Phase Services

B. Project Location (limits, city, county, map): Flagler Executive Airport/Palm Coast, FL/Flagler

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs including all materials, equipment, labor, and incidentals required to complete the design and bidding phase services for the Corporate Hangar project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): To be uploaded into JACIP:

30% Design Plans
90% Design Plans

Bid Documents - Design Plans and Specifications, Bid Tabulation and Recommendation to Award

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.
EXHIBIT B

Schedule of Financial Assistance

Funds awarded to the agency and required matching funds pursuant to this agreement consist of the following:

A. Fund Type and Fiscal Year:

<table>
<thead>
<tr>
<th>Financial Management Number</th>
<th>Fund Type</th>
<th>FLAIR Category</th>
<th>State Fiscal Year</th>
<th>Object Code</th>
<th>CSFA/CFDA Number</th>
<th>CSFA/CFDA Title or Funding Source Description</th>
<th>Funding Amount</th>
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</thead>
<tbody>
<tr>
<td>411916-2-94-01</td>
<td>DPTO</td>
<td>088719</td>
<td>2019</td>
<td>751000</td>
<td>55.004</td>
<td>Aviation Grant Program</td>
<td>$60,000</td>
</tr>
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<td>411916-2-94-01</td>
<td>LF</td>
<td>088719</td>
<td>2019</td>
<td>751000</td>
<td>55.004</td>
<td>Aviation Grant Program</td>
<td>$60,000</td>
</tr>
<tr>
<td><strong>Total Financial Assistance</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$120,000</strong></td>
</tr>
</tbody>
</table>

B. Estimate of Project Costs by Grant Phase:

<table>
<thead>
<tr>
<th>Phases*</th>
<th>State</th>
<th>Local</th>
<th>Federal</th>
<th>Totals</th>
<th>State %</th>
<th>Local %</th>
<th>Federal %</th>
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</thead>
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<tr>
<td>Land Acquisition</td>
<td>$0</td>
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<td>$0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Planning</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Environmental/Design/Construction</td>
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<td>$60,000</td>
<td>$0</td>
<td>$120,000</td>
<td>50.00</td>
<td>50.00</td>
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<tr>
<td>Capital Equipment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Match to Direct Federal Funding</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Mobility Management (Transit Only)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$60,000</strong></td>
<td><strong>$60,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$120,000</strong></td>
<td><strong>50.00</strong></td>
<td><strong>50.00</strong></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

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

Jim Wikstrom

Department Grant Manager Name

Signature: [Signature]

Date: 1-30-19

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED
A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit “A”, Project Description and Responsibilities, and Exhibit “B”, Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
      * Chapter 163, F.S., Intergovernmental Programs
      * Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      * Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      * Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      * Chapter 332, F.S., Airports and Other Air Navigation Facilities
      * Chapter 333, F.S., Airport Zoning
b. Florida Administrative Code (FAC)
   - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
   - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
   - Section 62-256.300, FAC, Open Burning, Prohibitions
   - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
   - Airport Zoning Ordinance
   - Local Comprehensive Plan

d. Department Requirements
   - Eight Steps of Building a New Airport
   - Florida Airport Revenue Use Guide
   - Florida Aviation Project Handbook
   - Guidebook for Airport Master Planning
   - Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC’s) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
   - FAA AC 70/7460-1, Obstruction Marking and Lighting
   - FAA AC 150/5300-13, Airport Design
   - FAA AC 150/5370-2, Operational Safety on Airports During Construction
   - FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
   - Local Building Codes
   - Local Zoning Codes

c. Department Requirements
   - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
   - Manual on Uniform Traffic Control Devices
   - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
   - Standard Specifications for Construction of General Aviation Airports
   - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
   - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
   - National Environmental Policy of 1969
   - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
   - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
   - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
   - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor’s governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**
   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**
   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
   b. For noise compatibility program projects undertaken on the airport sponsor’s property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**
   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**
a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.


a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.


a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency’s Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA’s priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.


a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.


a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.


a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.


a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.


a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency
equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency’s right to lease airport property for airport-compatible purposes.


a. The Department has the right to disapprove the Agency’s employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.

2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA’s priority system.

3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

   a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

   b. Administration. Maintain direct control of Project administration, including:

      1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
      2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
      3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
      4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
      5) Establish a Project account for the purchase of the land.
      6) Collect and disburse federal, state, and local project funds.

   c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

      1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
      2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
      3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
      4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

   d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

      1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
      2) Complete an Airport Master Plan within two years of land purchase.
      3) Complete airport construction for basic operation within 10 years of land purchase.

   e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

   f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:

      1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state’s proportionate share of its market value.
2) Land will be considered to be needed for airport purposes under this assurance if:
   
a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.
   
3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:
a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

   1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

   2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. **Private Agreements.** For noise compatibility projects on privately owned property:

   1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

   2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

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

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

1. **Salaries**: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. **Fringe Benefits**: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

   Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. **Travel**: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

4. **Other direct costs**: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

5. **In-house charges**: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

6. **Indirect costs**: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Aviation Grant Program  
**CSFA Number:** 55.004  
**Award Amount:** $60,000  

*The award amount may change with amendments*

Specific project information for CSFA Number 55.004 is provided at: [https://apps.fldfs.com/fsaa/searchCatalog.aspx](https://apps.fldfs.com/fsaa/searchCatalog.aspx)

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at: [https://apps.fldfs.com/fsaa/searchCompliance.aspx](https://apps.fldfs.com/fsaa/searchCompliance.aspx)

The State Projects Compliance Supplement is provided at: [https://apps.fldfs.com/fsaa/compliance.aspx](https://apps.fldfs.com/fsaa/compliance.aspx)
Resolution 2019 -

A RESOLUTION APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) BETWEEN FLAGLER COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ASSIST WITH FUNDING FOR THE DESIGN AND BIDDING SERVICES OF A CORPORATE HANGAR AT THE FLAGLER EXECUTIVE AIRPORT.

WHEREAS, the Board of County Commissioners of Flagler County, Florida (Board) wish to design a new Corporate Hangar to enhance economic development; and

WHEREAS, the Corporate Hangar will be the future home to a new aviation related business; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a Public Transportation Grant Agreement (PTGA), FM No. 411916-2-94-01 that will fund 50% of the costs for this project; and

WHEREAS, the Board finds that it is in the best interest of the citizens of Flagler County and the Flagler Executive Airport Enterprise Fund to approve the PTGA, including the assurances contained therein, to design a new Corporate Hangar.

NOW, THEREFORE, BE IT RESOLVED by the Board that: (i) the PTGA by and between the Board and the FDOT, incorporated by reference herein, is hereby approved; and (ii) the Airport Director will be the Board’s representative and act on the Board’s behalf in regard to the PTGA.

THIS RESOLUTION shall become effective upon adoption and approval.

ADOPTED and APPROVED this 3rd day of June, 2019, by the Board of County Commissioners, Flagler County, Florida.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

_________________________  _______________________________
Tom Bexley, Clerk of the Circuit Court & Comptroller

APPROVED AS TO FORM:

______________________________
Al Hadeed, County Attorney
RESOLUTION NO. 2019-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND FOR THE FISCAL YEAR 2018-19 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $60,000 from the Florida Department of Transportation, and

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

NOW, THEREFORE, BE IT RESOLVED that Flagler County Board of County Commissioners, in meeting assembled on the 3rd day of June 2019 that the Airport Fund 401 be amended, as follows:

FUND 401 AIRPORT FUND

FUNDING SOURCES:
401-0000-334.41-41 PTGA 411916-2-94-01 $60,000

EXPENDITURES:
401-8296-542.63-57 PTGA 411916-2-94-01 $60,000
Project #050527

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: ____________________________________________
Donald T. O’Brien Jr., Chair

ATTEST:

APPROVED AS TO FORM:

____________________________
Tom Bexley, Clerk of the Circuit Court and County Comptroller

____________________________
Al Hadeed, County Attorney
SUBJECT: Consideration for Approval of the State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) for 2019-2022.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: Background and Context

In 1992, the State Legislature passed the Sadowski Affordable Housing Act. The affordable housing program is funded through a documentary stamp tax on real estate transactions in Florida and can be used for homeownership and rental assistance. The purpose of the SHIP Program is to:

- Provide funds to local governments as an incentive to create partnerships to produce and preserve affordable housing;
- Meet the housing needs of very low, low, and moderate income households;
- Further the housing element of the local government comprehensive plan; and
- Increase housing-related employment

Flagler County is beginning its 27th year of providing SHIP program services. Every 3 years Flagler County is required to submit a new 3-year plan to the Florida Housing Finance Corporation. The plan covers state fiscal years 2019-2020, 2020-2021, 2021-2022 and is effective from July 1, 2019 to June 30, 2022. Flagler County’s allocation from the State for 2019-2020 is presently unknown.

According to Section 420.9075, F.S., several criteria are placed on the use of these funds including the following: at least 65% of the funds used for homeownership activities; at least 75% of the funds used for new construction, rehabilitation or repair activities; at least 20% of the funds used to serve persons with special needs as defined in s.420.0004; at least 30% of the funds reserved for very low income persons; and at least an additional 30% of the funds reserved for low income persons.

Today’s Update to the LHAP

After several meetings and public hearings of the Affordable Housing Advisory Committee, the BOCC approved on March 4, 2019 the 2019-2022 SHIP LHAP. The draft plan was submitted to Florida Housing Finance Corporation (FHFC) for initial review. FHFC provided comments and staff addressed these comments and clarifications and included FHFC’s recommendations as outlined in the attached strikethrough and underline LHAP. The significant change is within the down payment assistance strategy, where a provision with terms and conditions is proposed to allow a first-time homebuyer eligible for SHIP assistance to purchase a home through a non-profit Community Land Trust (CLT). Additional information for CLT home purchases is attached as Exhibit J. The CLT down payment assistance model strategy was approved by FHFC for use by SHIP programs throughout the state as a way to preserve affordability for CLT homeowners as well as protect the investment (“subsidy retention”) of SHIP funding by local governments. FHFC is ultimately responsible for the final review and approval of the LHAP.

FUNDING INFORMATION: The SHIP Program is funded by the Florida Housing Finance Corporation and budgeted each fiscal year in grant accounts in the State Housing Initiatives Partnership Fund 143.
DEPARTMENT CONTACT: SHIP/Housing Services, Ralston Reodica, (386) 313-4037 ext. 5

RECOMMENDATIONS: Request the Board approve by Resolution, the State Housing Initiatives Partnership (SHIP) Program Local Housing Assistance Plan (LHAP) for fiscal years 2019-2020, 2020-2021, 2021-2022.

ATTACHMENTS:
1. Resolution
2. SHIP Local Housing Assistance Plan (LHAP) 2019-2022
RESOLUTION 2019 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan (LHAP) outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached LHAP; and

WHEREAS, as required by s. 420.9075, Florida Statutes, the Flagler County Board of County Commissioners (Flagler County) determines that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan; and

WHEREAS, Flagler County further determines, consistent with s. 420.9075, Florida Statutes, that the
cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of
program income deposited into the trust fund; and

WHEREAS, the Affordable Housing Advisory Committee prepared, and on March 4, 2019 Flagler
County approved, the three-year LHAP for submission to the Florida Housing Finance Corporation (FHFC); and

WHEREAS, FHFC recommended further changes to the LHAP regarding homeownership in the
County’s down payment assistance strategy; and

WHEREAS, Flagler County finds that it is in the best interest of the public for the Flagler County to
approve the LHAP updated to incorporate the recommendations of FHFC, so as to qualify for said
documentary stamp tax funds; and

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

Section 1: The above recitals are incorporated herein as findings of fact.

Section 2: The Flagler County Board of County Commissioners hereby approves the Local Housing
Assistance Plan, as attached and incorporated hereto, for submission to the Florida Housing
Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years

Section 3: The Chair is hereby designated and authorized to execute any documents and certifications
required by the Florida Housing Finance Corporation as related to the Local Housing
Assistance Plan, and to do all things necessary and proper to carry out the term and conditions
of said program.

Section 4: This resolution shall take effect immediately upon its adoption.

[Signature Page To Follow]
PASSED AND ADOPTED this 3rd Day of June 2019.

ATTEST:

Donald T. O’Brien Jr., Chair

Approved as to Form:

Al Hadeed, County Attorney

Tom Bexley, Clerk of the Circuit Court
and Comptroller
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
LOCAL HOUSING ASSISTANCE PLAN (LHAP)
State Fiscal Years

Approved by the Flagler County Board of County Commissioners
Date: June 3, 2019

Approved by the Palm Coast City Council
Date: February 19, 2019

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### Exhibits

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<td>A. Administrative Budget for each fiscal year covered in the Plan</td>
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<td>E. Signed, dated, witnessed or attested adopting resolution</td>
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<td>G. Interlocal Agreement</td>
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</table>
I. Program Details:

A. Local Government(s)

<table>
<thead>
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<th>Flagler County</th>
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<tr>
<td>Does this LHAP contain an interlocal agreement?</td>
<td>Yes</td>
</tr>
<tr>
<td>if yes, name of other local government(s)</td>
<td>City of Palm Coast</td>
</tr>
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</table>

B. Purpose of the program:
- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.


D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A notification list will be established when there are interested applicants for strategies that no longer have funding available. Those households on the notification list will be notified periodically of funding availability. No waiting list will be maintained as assistance is provided on a first-qualified, first-served basis with the established funding priorities described in this plan.
The following priorities for funding described/listed here apply to all strategies unless otherwise stated:

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<td>ii. Low Income</td>
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</tr>
<tr>
<td></td>
<td>ii. Low Income</td>
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</tbody>
</table>

J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, and Financial Coaching and Budget Management through qualified HUD-approved agencies. When funding is available the County will contract with HUD-certified agencies to provide comprehensive housing counseling and education services to residents in need of affordable housing.

L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

<table>
<thead>
<tr>
<th>U.S. Treasury Department</th>
<th>X</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local HFA Numbers</td>
<td></td>
</tr>
</tbody>
</table>

M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case...
of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The County finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Duties</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government</td>
<td>All administrative duties</td>
<td>100%</td>
</tr>
<tr>
<td>Third Party Entity/Sub-recipient</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

R. Project Delivery Costs: Range between 2-5% of the award for expenses not covered by administrative budget, such as home inspections, title searches, recording fees, as well as housing counseling and education services.

S. Essential Service Personnel Definition: All county residents meeting program income limits and working full-time as a first responder, educator, or health care professional.
T. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** Flagler County encourages the incorporation of sustainable, storm-resistant innovative design and energy and water conservation into new construction and rehabilitation projects for ongoing sustainability and affordability. The County will, when economically feasible, employ the following Green Building requirements on new construction, rehabilitation and emergency repair projects:

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
2. Low-flow or high-efficiency water fixtures in bathrooms—Florida Water Star qualified or WaterSense labeled products or the following specifications:
   a. Toilets: dual flush, 1.28 gallons/flush or less,
   b. Faucets: 1.5 gallons/minute or less,
   c. Showerheads: 2.0 gallons/minute or less;
3. Energy Star qualified water heater;
4. Energy Star qualified refrigerator;
5. Energy Star qualified dishwasher, if provided;
6. Energy Star qualified washing machine, if provided in units;
7. Energy Star qualified exhaust fans in all bathrooms; and
8. Air conditioning: Minimum SEER of 16. Packaged units are allowed in studios and one bedroom units with a minimum of 11.7 EER.
9. Attic (ceiling) insulation: Minimum of R-38
10. Light Emitting Diode (LED) bulbs or Energy Star light bulbs

Flagler County obtained its Green Local Government Designation from the Florida Green Building Coalition. Flagler County will adhere to the Florida Board Code Provision. Contractors working on SHIP rehabilitation and replacement homes will have to identify from the most current Florida Green Building Coalition (F.G.B.C) checklist for which items they are in compliance.

The City of Palm Coast adopted Resolution No. 2008-75 in May 2008 which positioned the City with a “Leading by Example” posture. With this resolution and in relation to housing, the City committed to evaluate green development incentives and mandatory land development regulations.

As a result of Resolution 2008-75, the City of Palm Coast adopted the Unified Land Development Code (Ordinance 2008-16), which incorporated fifty-seven green elements into the code. In addition, the City of Palm Coast City Council adopted the Green Development Incentive Program Ordinance (Ordinance No. 2009-22) and Green Incentive Fee Waiver Resolution (Resolution No. 2009-132).

The City Council subsequently adopted Resolution 2013-132 which established a $10,000 annual program budget for the Green Development Incentive Program. The budget facilitates a voluntary program that promotes established green certification programs through an incentive-based approach. This Program provides reimbursement for building permit fees as follows: (a) New residential construction ($300), (b) Residential retrofitting/remodeling ($300), (c) New commercial/non-residential construction: ($1,000), and (d) Existing commercial/non-residential construction ($1,000). In addition, this Program provides the following incentives: permit review fast tracking, one (1) no-cost Florida Green Building Coalition (FGBG) certification review by City staff per Program Participant for new single-family homes, educational workshops for general
public and program participants, and promotion of participants and associated projects through City media resources.

**U. Describe efforts to meet the 20% Special Needs set-aside:** The County will partner with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the owner-occupied rehabilitation, emergency repair, and rental assistance strategies.

**V. Describe efforts to reduce homelessness:** The County works with the local Continuum of Care (CoC) and agencies serving persons experiencing homelessness primarily through partnerships, referrals, and rental assistance to place these individuals and families in rental housing for the purpose of providing a stable housing situation. The County uses SHIP funding to prevent homelessness through the foreclosure prevention and eviction prevention programs.

**Section II. LHAP Strategies:**

<table>
<thead>
<tr>
<th>A. Down Payment Assistance</th>
<th>Code 1, 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Summary: Funds will be awarded for down payment and closing costs to first-time homebuyers to purchase a newly constructed or existing home, including homes purchased from a Community Land Trust (CLT). A newly constructed home must have received a Certificate of Occupancy within the last 12 months. Prospective homebuyers must qualify as a first-time homebuyer under the HUD definition: An individual who has had no ownership in the principal residence during the 3-year period ending on the date of purchase of property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.</td>
<td></td>
</tr>
<tr>
<td>c. Income Categories to be served: Very Low, Low and Moderate</td>
<td></td>
</tr>
<tr>
<td>d. Maximum award: Very Low $35,000 Low $25,000 Moderate $10,000</td>
<td></td>
</tr>
<tr>
<td>e. Terms:</td>
<td></td>
</tr>
</tbody>
</table>
1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 15
4. Forgiveness: The loan is forgiven at 10% per year beginning in year 6.
5. Repayment: None required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an effort to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis. Homebuyers must complete an approved homebuyer education class from a HUD-certified agency and obtain a certificate of completion. CLT homebuyers must attend a homebuyer education class that contains a Community Land Trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of Community Land Trust homeownership.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Applicants must secure a first mortgage through an approved lender (no private owner or seller financing). Loan will be awarded on a case-by-case basis in the amount of minimum subsidy required in order to allow the homebuyer to purchase an affordable home. Debt-to-income (DTI) ratio cannot exceed 33/40. The maximum award will not be awarded in all cases. Homebuyer must
contribute a minimum of 1% of contract price towards the purchase. Purchase of manufactured/mobile homes less than 5 years old are eligible for assistance. Home must be located in Flagler County.

Terms for CLT home purchases: This SHIP assistance is assumable to an income-eligible homebuyer. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment will be required during the term of the loan, provided the loan remains in good standing. Please see Exhibit J for additional instructions and information for CLT purchases.

<table>
<thead>
<tr>
<th>B. Owner Occupied Rehabilitation</th>
<th>Code 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Summary: Funds will be awarded to repair owner-occupied homes to alleviate code violations, health hazards, life and safety issues, accessibility, electrical, plumbing, roofing, windows and other structural items. Other non-essential items may be included if funds are available after completing all necessary repairs.</td>
<td></td>
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<tr>
<td>c. Income Categories to be served: Very Low, Low</td>
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<tr>
<td>d. Maximum award: $50,000</td>
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<tr>
<td>e. Terms:</td>
<td></td>
</tr>
<tr>
<td>1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage</td>
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</tr>
<tr>
<td>2. Interest Rate: 0%</td>
<td></td>
</tr>
<tr>
<td>3. Years in loan term: 15</td>
<td></td>
</tr>
<tr>
<td>4. Forgiveness: The loan is forgiven at 10% per year beginning in year 6.</td>
<td></td>
</tr>
<tr>
<td>5. Repayment: None required as long as the loan is in good standing.</td>
<td></td>
</tr>
<tr>
<td>6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.</td>
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</table>

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic
event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an effort to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile homes, condos, and other attached homes are not eligible. Home must be located in Flagler County.

C. Emergency Repair

<table>
<thead>
<tr>
<th>Code</th>
<th></th>
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<tbody>
<tr>
<td>a.</td>
<td>Summary: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes: damaged roofing that is leaking, damaged windows causing exposure to the elements, or electrical or plumbing problems that could cause damage to the home or is an immediate health hazard to the occupants. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner’s insurance policy.</td>
</tr>
<tr>
<td>c.</td>
<td>Income Categories to be served: Very Low, Low</td>
</tr>
<tr>
<td>d.</td>
<td>Maximum award: $15,000</td>
</tr>
</tbody>
</table>
| e.   | Terms:
1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 10
4. Forgiveness: Loan will be forgiven on a prorated basis so that 10% is forgiven annually.
5. Repayment: None required as long as the loan is in good standing. |
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an effort to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

f. Recipient Selection Criteria: Applicants will be ranked for assistance on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Mobile homes, condos, and other attached homes are not eligible. Home must be located in Flagler County.

D. Demolition and Reconstruction

<table>
<thead>
<tr>
<th>Code 4</th>
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</table>

a. Summary: Funds will be awarded to applicants who have been approved for owner occupied rehabilitation in cases where the home is beyond reasonable repair (more than 50% of structure is deemed unlivable and estimated rehab exceeds maximum award for that strategy). This includes manufactured/mobile homes.


c. Income Categories to be served: Very Low, Low
d. Maximum award: $125,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred Loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 30
4. Forgiveness: The loan is forgiven at 5% per year beginning in year 11.
5. Repayment: None required as long as the loan is in good standing.
6. Default: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. Any payoff funds due to the County must be repaid within 180 days.

If the home is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a recapture payment. If the home must be sold as a short sale due to a catastrophic event or qualifying hardship (i.e. loss of employment/income, death of household member, divorce, extended illness or disability), the short sale policies and procedures governing the first mortgage shall prevail (i.e. Fannie Mae, Freddie Mac, or FHA short sale guidelines) and the County will make an efforts to recapture funds according to the short sale guidelines. All repayments from this program will be considered program income.

Flagler County reserves the right to buy a property that has a SHIP mortgage at a foreclosure or tax lien sale in order to protect its loan interest.

As per Flagler County Subordination Policy, an applicant may refinance the first mortgage loan to reduce the monthly payment through a lower interest rate and/or shorten the loan payoff period if the subordination request meets the eligibility guidelines.

f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, Essential Services Personnel, and income groups as described in Section I. of this plan.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Condos and other attached homes are not eligible. Home must be located in Flagler County.
E. Foreclosure Prevention

<table>
<thead>
<tr>
<th>Code 7</th>
</tr>
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</table>

a. Summary: Funds will be awarded to homeowners that are in arrears on their first mortgage. The arrearage must be at least 2 months but no more than 6 months and cannot be under an active foreclosure action.


c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $5,000

e. Terms:
   1. Repayment loan/deferred loan/grant: Grant
   2. Interest Rate: N/A
   3. Years in loan term: N/A
   4. Forgiveness: N/A
   5. Repayment: N/A
   6. Default: N/A

f. Recipient Selection Criteria: In addition to being selected on a first-qualified, first-served basis, applicants must:
   1) Provide proof on the arrearage in the form of notification from the mortgage holder. This cannot be from a private mortgage holder.
   2) Provide evidence of a hardship that caused the arrearage (i.e. loss of employment/income, death of household member, divorce, extended illness or disability).
   3) Provide a written statement as evidence of the ability to resume making mortgage payments after the assistance is provided that includes an explanation of how the hardship has been overcome and an indication of the budget plan that will allow for resumption of payments.
   4) Receive counseling from a HUD-approved agency trained in foreclosure counseling as assigned by County staff. The counseling agency must sign off on the budget plan.

g. Sponsor/Sub-recipient Selection Criteria: N/A

h. Additional Information: Manufactured/mobile homes are not eligible. Home must be located in Flagler County.
F. Disaster Recovery

a. Summary: Funds will be awarded to applicants in need of short-term rental assistance or home repairs directly caused by a disaster that is declared by an Executive Order of the President or Governor. Repairs will be prioritized as follows:
   1) Immediate threats to health and life safety (well, sewer, damaged windows, roofing) in cases where the home is still habitable.
   2) Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
   3) Repairs necessary to make the home habitable.
   4) Repairs to mitigate dangerous situations.

   In addition, funds may be used for the following items:
   a) Purchase of emergency supplies for eligible households to weatherproof damaged homes;
   b) Construction of wells or repair of existing wells where public water is not available;
   c) Payment of insurance deductibles for rehabilitation of homes covered under homeowner’s insurance policies;
   d) Security deposit and rental assistance for the duration of the Executive Order for eligible recipients that have been displaced from their homes due to damage from the declared disaster;
   e) Repairs necessary to make the home habitable for non-insured homeowners;
   f) Other activities as proposed by the County and approved by Florida Housing.


c. Income Categories to be served: Very Low, Low and Moderate

d. Maximum award: Repair: $10,000
   Deductible: $5,000
   Rental Assistance: $5,000

e. Terms:
   1. Repayment loan/deferred loan/grant: Grant
   2. Interest Rate: N/A
   3. Years in loan term: N/A
   4. Forgiveness: N/A
   5. Repayment: N/A
   6. Default: N/A
f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with first priority to seniors (62+ years old), special needs, and very low and low income households. In addition, applicants must:
   1) Provide proof of homeowner’s insurance; and
   2) File for and use proceeds from insurance as first option; or
   3) If uninsured, provide proof of most recent homeowner’s insurance

g. Sponsor Selection Criteria: N/A

h. Additional Information: Funds for disaster assistance will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster. Manufactured/mobile homes are not eligible. Home must be located in Flagler County.

<table>
<thead>
<tr>
<th>G. Rental Assistance</th>
<th>Code 13, 23, 26</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Summary: Funds will be awarded to renters that are in need of assistance for: a) security and utility deposit assistance; b) eviction prevention not to exceed 6 months’ rent; and/or c) rent subsidies for up to 12 months. To be eligible for rent subsidies, the household receiving assistance must be very low income and include at least one adult who is a person with special needs as defined in Section 420.0004(13), F.S. or homeless as defined in Section 420.621, F.S.</td>
<td></td>
</tr>
<tr>
<td>c. Income Categories to be served: Very Low, Low</td>
<td></td>
</tr>
</tbody>
</table>
| d. Maximum award: Rent Assistance: $5,000
   Eviction Prevention: $3,000 |
| e. Terms:
   1. Repayment loan/deferred loan/grant: Grant
   2. Interest Rate: N/A
   3. Years in loan term: N/A
   4. Forgiveness: N/A
   5. Repayment: N/A
   6. Default: N/A |
| f. Recipient Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis. |
| g. Sponsor Selection Criteria: N/A |
| h. Additional Information: Home must be located in Flagler County. Case management will be provided by the Flagler County Social Services Department or referred to community social service agencies as needed. In addition: |
1) Applicants must go through an assessment provided by staff to determine likelihood of housing sustainability and stabilization once assistance period runs out.
2) A formal lease agreement must be executed by landlord and tenant.
3) Assistance will be provided directly to the housing provider as part of a lease agreement.
4) Recipients of other ongoing rental assistance such as Housing Choice Voucher, or former Section 8 program, may only be considered eligible for security deposits.

**H. Rental Development**

<table>
<thead>
<tr>
<th>Code 14, 21</th>
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<tbody>
<tr>
<td>a. Summary: Funds will be awarded to developers of affordable multifamily rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project.</td>
</tr>
<tr>
<td>c. Income Categories to be served: Very low, low and moderate</td>
</tr>
</tbody>
</table>
| d. Maximum award: $5,000 per unit; 
  Total development: $75,000 for developments over 50 units 
  $150,000 for developments with 50 units or less that include a minimum of 50% of total units set-aside for persons with Special Needs and/or persons experiencing homelessness |
| e. Terms: 
  1. Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note. For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note. 
  2. Interest Rate: 0% 
  3. Years in loan term: 15 
  4. Forgiveness: Non-profits, the loan is forgiven on a prorated basis beginning in year 6 so that 10% of the loan is forgiven annually from years 6 through 15. 
  5. Repayment: For-profits, the loan is due and payable at the end of the term unless the County negotiates an extended term to secure affordable rental units in the best interest of the County’s residents. 
  6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable. Any payoff funds due to the County must be repaid within 180 days. 

If the property is foreclosed on by a superior mortgage holder, the County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. |
f. Recipient Selection Criteria: All applicants for residence in SHIP-assisted units must meet income qualifications of the program as determined and reported by the developer or developer’s management company for the development.

g. Sponsor Selection Criteria: Developers will apply to the County through an RFQ process that is open year round. The RFQ will require proof of developer experience in providing affordable rental housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets the County’s Housing Element in the Comprehensive Plan.

The County reserves the right to select developments that meet all the above requirements and:
1) Are in areas of immediate need due to lack of available units.
2) Propose to preserve and improve existing units.

All funding awards will be subject to closing on other funding sources.

h. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units. Development must be located in Flagler County.

III. LHAP Incentive Strategies – Flagler County

In addition to the required Incentive Strategy A and Strategy B, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Expedited Permitting
The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s.163.3177(6)(f)(3).

In Flagler County, permits for affordable housing projects are expedited to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects were processed through the expedited permit strategy. At this time, the County’s Housing Element of the Comprehensive Plan does not include any specific policies that pertain to expedited permitting; however, both Policies C.1.1.3 and C.1.1.4 foster the County’s current practice to expedite affordable housing permits:
Policy C.1.1.4: Flagler County shall continue to use its Affordable Housing Advisory Committee to assess very low, low and moderate income housing needs and recommend programs that could be instituted to facilitate the implementation of the County’s Housing Goals, Objectives and Policies.
Affordable housing projects will be processed in the next available Planning Board or Board of County Commissioners meetings regardless of the application closing date, provided the applications meet the legal notice requirements.
Affordable housing projects will be approved as priority projects. The affordable housing projects will be moved to the front of the agenda at the County Technical Review Committee and Planning Board meetings. Processing the affordable housing projects at the next available Planning Board or Board of County Commissioner meetings regardless of application closing dates will result in a reduction of five to fifteen days of time. This time reduction will result in measurable savings of project cost and interest.

B. Ongoing Review Process
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Each year, before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing by adopting any new ordinance or updating an existing ordinance that may impact the provision of housing. Then the local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.

In Flagler County, this is typically accomplished through the staff report for Board consideration and action which accompanies each proposed action item, including ordinance adoption. The consideration of this requirement formalizes what already occurs as part of the staff review for Board of County Commissioner agenda items.

Prior to the adoption of new land development regulations, the Planning and Development Board will review new regulations for consistency with the adopted Comprehensive Plan. The Long Range Planning Board and/or the County Housing Task Force will be used to review all policies.

Policy C.1.1.3: Continue to review ordinances, codes, and regulations and the permitting process for the purpose of eliminating excessive requirements, and amending or adding other requirements in order to increase private sector participation in meeting the housing needs, while continuing to ensure the health, welfare and safety of the residents. The health, safety, and general welfare of the County’s residents is preserved through the implementation of zoning and land development regulations. As a policy in the County’s adopted Comprehensive Plan, Housing Element Policy C.1.1.3 as cited is implemented through the County’s Land Development Code. The policy calls for a continuing review of “ordinance, codes, and regulations and the permitting process”; this is being achieved through the work of the Planning and Development Board and the Affordable Housing Advisory Committee, including other ad hoc committees as may be created by the Board of County Commissioners from time to time to accomplish this task.

C. Other Incentive Strategies Adopted:
The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Impact fees and utility capacity charges are needed to provide revenue for constructing capacity producing capital improvements necessary to accommodate growth. Overall, this impact fee revenue partially funds construction of major roadways, libraries, schools, parks, correctional facilities, fire/EMS facilities, law enforcement facilities, and public buildings. Because these fees are based on fair share payments by the people benefiting from the capital improvements, impact
fees and utility capacity charges cannot be waived or reduced for any individual group or category of construction. On the other hand, these fees increase the cost of housing and put a burden on the production of affordable housing projects. To lessen the impact on affordable housing projects, the cost of impact fees may be paid by other funding sources.

Flagler County presently has an exemption for low-income housing from educational facilities impact fees (excerpted below from Section 17-142 (c), Flagler County Code of Ordinances.

1. Dwelling units constructed or mobile homes installed for low-income and very low-income residents shall be exempt from the educational facilities impact fees.
2. As a condition of the exemption, the owner must agree to execute and record a lien against the property for a period of ten (10) years guaranteeing that the proposed dwelling unit will continue to be used for low-income and very low-income residents. The lien against the property shall be subject only to the lien for general taxes. If 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 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)

Flagler County recently suspended the imposition of Transportation Impact Fees. Suspending or waiving impact fees does not eliminate the cost of the infrastructure that the impact fees are designed to pay for. Either new development or existing residents must pay the cost of needed infrastructure improvements. If new development, which puts additional demand on county facilities and services, does not pay its fair share of infrastructure cost through impact fees, then existing residents will have to pay those costs through higher fees or taxes. Flagler County will modify impact fee requirements, including reduction of fees and alternative methods of fee payment for affordable housing from special funding sources.

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

Within Flagler County, the future land use map and zoning district designations establish a maximum density or intensity for all properties. Overall, density is an important factor in forming
the character of a community and the preferred lifestyle of its residents. While higher densities may result in lower housing costs, higher across the board densities do not always translate into lower housing prices. Consequently, the preferred method for reducing housing costs through increased density is to provide affordable housing density bonuses associated with affordable housing projects. Currently, Housing Element Policy C.1.1.2 and the Article III, Section 3.09.02 Flagler County Land Development Code (LDC). Provide affordable housing projects up to an estimated 11% density bonus over the maximum density established by the underlying land use designation.

Currently, Housing Element Policy C.1.1.2 and Article III, Section 3.03.09.02(D)-(2) of the LDC provide for affordable housing density bonuses:

Policy C.1.1.2: Flagler County shall continue to encourage the private sector to provide affordable housing for very-low, low and moderate income families through the use of the Housing Density Bonus System.

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

Maximum density – Nine (9) units per acre with an affordable multifamily density bonus of an additional one (1) unit per acre for a total of ten (10) units per acre. The affordable multifamily density bonus is awarded provided the following criteria are met:

a. Definitions:

Affordable multifamily unit: A multifamily unit which is available to a household earning one hundred (100) percent or less of the county’s median income, adjusted for family size, which can be rented or purchased in the market without spending more than thirty (30) percent of its income.

Land Use restriction agreement: A deed restriction which establishes the responsibilities of the developer and his successors.

Low income household: A household in the county which earns less than eighty (80) percent of the county’s median income, adjusted for family size.

Moderate income household: A household in the county which earns eighty (80) to one hundred (100) percent of the county’s median income, adjusted for family size.

b. At least ten (10) percent of the project’s units must be designed as affordable multifamily units for low and moderate income households. A maximum of thirty (30) percent of the project’s units may be designated as affordable housing for low income households and a maximum of thirty (30) percent of the project’s units may be designated for moderate income households. A minimum of forty (40) percent of the units must remain market rate units.

c. The maximum percentages listed above for low to moderate income units may not be exceeded for a minimum of a fifteen-year period. To insure compliance with this
provision, the property owner shall execute a land use restriction agreement with the county, which specifies the low to moderate income occupancy requirements for the property, including the number of rental units which will be subject to affordability provisions, the rent limits, the income limits proposed, and the affordability period. The land use restriction agreement shall require the developer and his successors to submit an annual report to the county for the purpose of monitoring compliance with the agreement.

The allowance of an up to 11% density bonus for affordable housing projects provides for the development of affordable housing projects with higher densities and/or higher yields. These provisions are appropriate tools for providing density increases for affordable housing projects.

Though not typically used, the inclusion in the LDC of cluster housing provides an additional tool, through an accompanying Planned Unit Development zoning designation, to accomplish higher densities and preserve open space than would otherwise be accomplished through a standard zoning category within the LDC. It is anticipated that other options will be explored as part of the County’s Comprehensive Plan update process and the update to the Land Development Code that will follow.

Flagler County will make an allowance of flexibility in densities for affordable housing in the land use planning process, subject to maintaining consistency with the County Comprehensive Plan and Florida Statutes.

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

The Flagler County Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are contained in Article VIII, Consistency and Concurrency Determination, of the County’s LDC. This concurrency management requirement serves as the principal mechanism for ensuring that growth is managed in a manner consistent with the provisions of the comprehensive plan. In Flagler County, there is only one type of concurrency certificate. The Certificate requires a payment of 25% of the impact fees to reserve the capacity.

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

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

Through its Land Development Code, Flagler County permits the construction of a guest quarters in the Agriculture 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 (as defined in Section, 420.0004, Florida Statutes) in residential zoning districts in the upcoming revisions of the Flagler County Land Development Code, including making provisions for “mother-in-law” or “caretaker family suites.” (currently not included in all residential districts in the LDC and consistent with Board of County Commission action on February 1, 2010 amending Chapter 19 of the Flagler County Code). The latter would be in areas to be located within a single family home while the “affordable accessory residential units” would be a separate unit.

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

As structured, the County’s Land Development Code (LDC) establishes minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential zoning districts. These setback requirements provide a standard separation between houses and between houses and roadways. Certain zoning districts found within the LDC have smaller setbacks, some (R-1c and R-1d zoning districts) with zero lot line setbacks on the side property lines. Affordable housing projects could use those specific zoning districts to utilize the side setback requirement. There is also the option to rezone to the PUD zoning district, which gives you the ability to create customized setback and parking requirements.

While rear yard setbacks typically run from 20 feet to 15 feet, the minimum front yard setback on all single family homes from the edge of right-of-way is twenty five (25) feet. This setback distance allows for cars to be parked in the driveway and not block the sidewalk or impede pedestrian movement.

For residential uses, the county requires two parking spaces for each dwelling unit. This requirement is detailed in LDC Section 3.06.04 as follows:

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 must meet current minimum parking and setback requirements (or received appropriate variances) for the appropriate zoning district as established in the County’s LDC. For example, the County’s 25 foot minimum front yard setback provides enough distance for parking a vehicle in a driveway without the vehicle projecting into the sidewalk. Reducing or eliminating parking requirements will force residents to park in roadway rights-of-way. This can create safety issues unless minimum mandatory widths are increased.

H. The allowance of flexible lot configurations, including zero lot line configurations for affordable
housing.

Certain zoning districts are in existence to create smaller lot sizes. Flagler County does have the ability in the Land Development Code for zero lot lines as side yard setbacks in three zoning districts: R-1c, R-1d, and PUD. The PUD zoning district gives a developer the ability to create customized dimensional requirements, along with parking and setback requirements.

Generally, the PUD rezoning and site plan process serve as a mechanism whereby the county can approve projects with reduced setbacks and/or mixed uses. The advantage of using the PUD district instead of traditional zoning is that an applicant can increase or at least maximize his development project’s density. In the PUD district, however, there are development required trade-offs, such as additional landscaping, which are required to gain the waivers for smaller lots and higher yield. These trade-offs can have the effect of off-setting any housing unit price reductions due to increasing yield.

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

I. **The modification of street requirements for affordable housing.**

As adopted, the County’s existing sidewalk and street requirements provide for minimum construction standards to ensure public safety. Section 4.06.02(D) (2) (Subdivision Improvement and Design Standards) of the LDC sets the minimum right-of-way width for a local or residential street at 50 feet. However, minimum lane widths are 11 feet. The following is the county’s current minimum right-of-way requirement:

4.06.02 Roads

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 relieve that could be considered and still furthers 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.

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 three (3) years thereafter, Flagler County is required to prepare an inventory list of all real property within its jurisdiction to which the county holds fee simple title and is appropriate for use as affordable housing. The Board through their 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.

Consistent with state law, the Board of County Commissioners reviewed and approved an inventory list of county owned properties. Of all the properties on that list, none were determined to be 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 the 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.

LHAP Incentive Strategies – City of Palm Coast

A. Expedited Permitting

The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s.163.3177(6)(f)(3).

Development Orders and Permits for affordable housing projects will be expedited to a greater degree than other projects by standard custom and practice. All rehabilitation and replacement home construction projects will be processed through the expedited permit strategy. The Community Development Director or designee will shepherd applications through each level of review that are considered an affordable housing project. For the purpose of the expedited permit process, affordable housing projects will be identified as those projects assisted with state or federal housing funds as confirmed by the Flagler County SHIP Administrator. Specifically, Policy 3.1.1.4 notes that expedited site plan review and permitting should be considered as an action to promote affordable housing. Expedite development orders and permits for affordable housing projects as described above.

B. Ongoing Review Process

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

Each year, before the adoption of any new ordinances, local governments are to determine the amount of increase in the cost of affordable housing by adopting any new ordinance or updating an existing ordinance that may impact the provision of housing. Then the local government is to report annually to the State regarding how much the cost of housing had increased through these actions. Before adopting a new ordinance to increase impact fees, the local government is to advise the amount of additional cost of housing within their jurisdiction.

Before adoption of any new regulations or policies, the City will determine the impacts of adopting such ordinance on the cost of housing. When applicable, staff will include an analysis of the impact of any policy, procedure, ordinance, regulation, or plan provision upon the cost of housing in the City.

As part of the staff report provided to City Council during the adoption review process for ordinances, an analysis is provided for benefit of the City Council and the public. This analysis is reviewed and included as part of the record, during a formal City Council public hearing process.
that results in consideration of all impacts of a proposed ordinance.

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

Impact fees are one-time charges applied towards new construction to obtain revenues necessary to make capital improvements. Overall, these impact fees increase the cost of housing. Legally, impact fees must be applied to all activities that create a demand for capital facilities. Consequently, impact fees cannot be waived or reduced.

Waiving impact fees does not eliminate the cost of the infrastructure that the impact fees are designed to pay for. Either new development or existing residents must pay the cost of needed infrastructure improvements. If new development, which puts additional demand on county facilities and services, does not pay its fair share of infrastructure cost through impact fees, then existing residents will have to pay those costs through higher fees or taxes. To lessen the impact on affordable housing projects, the cost of impact fees may be paid by other funding sources.

Staff notes that the Educational Facilities Impact Fee Ordinance (adopted Countywide, including the City of Palm Coast) includes an exemption for low-income housing from educational facilities impact fees, when certain conditions are met.

Changes to fully implement this incentive are not recommended at this time because any reductions to impact fees for affordable housing units would result in higher taxes and housing costs for the rest of the City’s residents in order to provide the necessary infrastructure.

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

The future land use map and zoning district designations establish a maximum density or intensity for all properties. Overall, density is an important factor in forming the character of a community and the preferred lifestyle of its residents. While higher densities may result in lower housing costs, higher across the board densities do not always translate into lower housing prices. Consequently, the preferred method for reducing housing costs through increased density is to provide affordable housing density bonuses associated with affordable housing projects.

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for flexible densities for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to allow for flexible densities.
E. The reservation of infrastructure capacity for housing for very-low income persons, low-income persons, and moderate-income persons.

Consistent with state law, the City's Comprehensive Plan provides that no development, including housing development, shall be approved unless there is sufficient infrastructure capacity available to serve the development. These requirements are also contained in Chapter 7, Concurrency Management System, of the City's ULDC. This concurrency management requirement serves as the principal mechanism for ensuring that growth is managed in a manner consistent with the provisions of the comprehensive plan.

Reserving infrastructure capacity upfront for a project is important if there are deficiencies in concurrency-related facilities. Like waiving impact fees, allowing reservation of capacities without payment for affordable housing projects is unfair to other development.

Changes to implement this incentive are not recommended at this time, since implementation would result in inequities.

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

The City of Palm Coast Unified Land Development Code (ULDC) does not permit the construction of accessory residential units in any residential zoning district.

Changes to implement this incentive are not recommended at this time.

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

The City's Unified Land Development Code (ULDC) establishes minimum setback and lot size requirements for both single family residential zoning districts and multiple family residential zoning districts. Each zoning district's setback varies from another; these variations depend on the minimum lot width and minimum lots size for that zoning district. Affordable housing projects should identify those specific zoning districts to identify the most favorable setback requirements for a particular project. Developers of affordable housing also have the option to rezone and utilize the Master Planned Development (MPD) zoning district. This zoning district allows great flexibility in customizing setback and parking requirements.

For residential uses, the City requires two parking spaces for each single-family dwelling, duplex, and townhouse unit. For multifamily dwellings, the ULDC requires the following:

- 1 space per efficiency unit,
- 1.5 spaces per 1 bedroom,
- 2 spaces per 2 bedrooms and over, and
- 1 space per 4 units for guest parking.

Affordable housing developers also have the option of utilizing the Master Planned Development
(MPD) zoning district. This zoning district provides flexibility in the required number of minimum parking based on evidence that other standards would be more reasonable.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to reduce parking and setback requirements.

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

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for an affordable housing developer to provide zero lot line configurations for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Additionally, the ULDC permits townhouse residential development. This type of development allows a developer to construct a minimum of three (3) attached units and a maximum of eight (8) attached units per building.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to allow for flexible lot configurations.

I. The modification of street requirements for affordable housing.

The City of Palm Coast Unified Land Development Code (ULDC) allows opportunities for an affordable housing developer to modify street requirements for affordable housing. One mechanism available to a potential developer is the use of the Master Planned Development (MPD) zoning district. This zoning district provides developers the flexibility to establish specific develop standards (such as lot sizes, setbacks, lot coverage, etc.) for specific projects.

Continue to encourage developers of affordable housing projects to utilize the MPD zoning district in order to modify street requirements.

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

In 2006, the Florida State Legislature passed HB 1363 relating to affordable housing. One provision of that bill was that each local government must prepare an inventory of all real property that it owns within its jurisdiction that is appropriate for use as affordable housing. The City of Palm Coast will compile a list of all real property within its jurisdiction to which the city holds fee simple title and is appropriate for use as affordable housing.

Prepare an inventory of all city-owned property for analysis and determination of its appropriateness for affordable housing.
K. The support of development near transportation hubs and major employment centers and mixed-use developments.

The City of Palm Coast does not have any identifiable transportation hub. However, the City's Comprehensive Plan and Future Land Use Map (FLUM) identify areas appropriate for mixed use development and appropriate for Village Center development. These village center areas are appropriate for developments with higher densities and intensities.

The purpose of the Mixed Use development designation is to provide opportunities for residents to work, shop, engage in recreational activities, attend school and religious services in reasonably close proximity to residential dwellings. Typically, affordable housing projects should be located strategically within proximity of services and employment opportunities. Development of affordable housing as part of a mixed use project or within proximity of available services and employment opportunities is encouraged and promoted by the comprehensive plan.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement.

H. Other Documents Incorporated by Reference.
## FLAGLER COUNTY

### Fiscal Year: 2019-2020

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<td>Travel Per diem Workshops, etc.</td>
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</tr>
<tr>
<td>Advertising</td>
<td>$500.00</td>
</tr>
<tr>
<td>Other*</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$35,000.00</td>
</tr>
<tr>
<td><strong>Admin %</strong></td>
<td>10.00%</td>
</tr>
</tbody>
</table>

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details: Training, Conference Registration, Membership Fees, Recording Fees, and Postage
Exhibit B
Timeline for SHIP Expenditures

FLAGLER COUNTY affirms that funds allocated for these fiscal years will meet the following deadlines:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Encumbered</th>
<th>Expended</th>
<th>1st Year AR</th>
<th>2nd Year AR</th>
<th>Closeout AR</th>
</tr>
</thead>
</table>

If funds allocated for these fiscal years is not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Funds Not Encumbered</th>
<th>Funds Not Expended</th>
<th>1st Year AR Not Submitted</th>
<th>2nd Year AR Not Submitted</th>
<th>Closeout AR Not Submitted</th>
</tr>
</thead>
</table>

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that county requests an extension to the expenditure deadline for the applicable fiscal year.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to “submit” the AR.

Other Key Deadlines:

AHAC reports are due for each local government the same year as the local government’s LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.
## FLORIDA HOUSING FINANCE CORPORATION
### HOUSING DELIVERY GOALS CHART
#### 2019-2020

**Name of Local Government:** Flagler County

**Estimated Funds (Anticipated allocation only):** $350,000

<table>
<thead>
<tr>
<th>Code</th>
<th>Strategies</th>
<th>VLI Units</th>
<th>Max. SHIP Award</th>
<th>LI Units</th>
<th>Max. SHIP Award</th>
<th>Mod Units</th>
<th>Max. SHIP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2</td>
<td>Down Payment Assistance</td>
<td>Yes</td>
<td>2</td>
<td>$35,000</td>
<td>3</td>
<td>$25,000</td>
<td>2</td>
<td>$10,000</td>
<td>$165,000.00</td>
<td>$165,000.00</td>
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<tr>
<td>3</td>
<td>Owner Occupied Rehabilitation</td>
<td>Yes</td>
<td>2</td>
<td>$50,000</td>
<td>1</td>
<td>$50,000</td>
<td>$150,000.00</td>
<td>$0.00</td>
<td>$150,000.00</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Emergency Repair</td>
<td>Yes</td>
<td>2</td>
<td>$15,000</td>
<td>$15,000</td>
<td>$30,000</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$30,000.00</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Demolition &amp; Reconstruction</td>
<td>Yes</td>
<td>1</td>
<td>$125,000</td>
<td>$125,000</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Foreclosure Prevention</td>
<td>No</td>
<td>1</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$0.00</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Disaster Recovery</td>
<td>Yes</td>
<td>1</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$0.00</td>
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<td>$0.00</td>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

**Total Homeownership:** 7 Units

**Purchase Price Limits:**
- New: $200,000
- Existing: $200,000

<table>
<thead>
<tr>
<th>Code</th>
<th>Rental</th>
<th>VLI Units</th>
<th>Max. SHIP Award</th>
<th>LI Units</th>
<th>Max. SHIP Award</th>
<th>Mod Units</th>
<th>Max. SHIP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
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<tbody>
<tr>
<td>13, 23, 26</td>
<td>Rental Assistance</td>
<td>No</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>14, 21</td>
<td>Rental Development</td>
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<tr>
<td>27</td>
<td>Disaster Recovery</td>
<td>No</td>
<td>$150,000</td>
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<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>0</td>
</tr>
</tbody>
</table>

**Total Rental:** 0 Units

**Administration Fees:** $35,000

**Home Ownership Counseling:** $0

**Total All Funds:** $385,000

This total is over the allocation and will require less than the maximum amount be awarded per applicant.

**Set-Asides**

| Percentage Construction/Rehab (75% requirement) | 98.6% | OK |
| Homeownership % (65% requirement) | 100.0% | OK |
| Rental Restriction (25%) | 0.0% | OK |
| Very-Low Income (30% requirement) | $205,000 | 58.6% | OK |
| Low Income (30% requirement) | $125,000 | 35.7% | OK |
| Moderate Income | $20,000 | 5.7% | OK |
## FLORIDA HOUSING FINANCE CORPORATION

### HOUSING DELIVERY GOALS CHART

#### 2020-2021

**Name of Local Government:** FLAGLER COUNTY

### Estimated Funds (Anticipated allocation only):

<table>
<thead>
<tr>
<th>Code</th>
<th>Strategies</th>
<th>Qualifies for 75% set-aside</th>
<th>VLJ Units</th>
<th>Max. SHIP Award</th>
<th>LI Units</th>
<th>Max. SHIP Award</th>
<th>Mod Units</th>
<th>Max. SHIP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2</td>
<td>Down Payment Assistance</td>
<td>Yes</td>
<td>2</td>
<td>$35,000</td>
<td>3</td>
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</tr>
<tr>
<td>3</td>
<td>Owner Occupied Rehabilitation</td>
<td>Yes</td>
<td>2</td>
<td>$50,000</td>
<td>1</td>
<td>$50,000</td>
<td></td>
<td></td>
<td>$150,000</td>
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<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Emergency Repair</td>
<td>Yes</td>
<td>2</td>
<td>$15,000</td>
<td>1</td>
<td>$15,000</td>
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<td>$30,000</td>
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<td>$30,000</td>
<td>2</td>
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<tr>
<td>4</td>
<td>Demolition &amp; Reconstruction</td>
<td>Yes</td>
<td></td>
<td></td>
<td>$125,000</td>
<td>1</td>
<td>$125,000</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>0</td>
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<tr>
<td>7</td>
<td>Foreclosure Prevention</td>
<td>No</td>
<td>1</td>
<td>$5,000</td>
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<td>$5,000</td>
<td></td>
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<td>$5,000</td>
<td>$5,000</td>
<td>1</td>
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<tr>
<td>5</td>
<td>Disaster Recovery</td>
<td>Yes</td>
<td>1</td>
<td>$10,000</td>
<td></td>
<td>$10,000</td>
<td></td>
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</tr>
</tbody>
</table>

#### Total Homeownership: 2020-2021:

- New: 7 units, $345,000
- Existing: 4 units, $5,000
- Total: 11 units, $350,000

### Purchase Price Limits: New $200,000, Existing $200,000

### Code: 13.33.18

<table>
<thead>
<tr>
<th>Strategies</th>
<th>Qualifies for 75% set-aside</th>
<th>VLJ Units</th>
<th>Max. SHIP Award</th>
<th>LI Units</th>
<th>Max. SHIP Award</th>
<th>Mod Units</th>
<th>Max. SHIP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>13, 21</td>
<td>Rental Assistance</td>
<td>No</td>
<td></td>
<td>$5,000</td>
<td></td>
<td>$5,000</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>0</td>
</tr>
<tr>
<td>27</td>
<td>Disaster Recovery</td>
<td>No</td>
<td></td>
<td>$150,000</td>
<td></td>
<td>$150,000</td>
<td></td>
<td></td>
<td>$150,000</td>
<td>$0.00</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Total Rental: 0 units, $0.00

### Administration Fees

| $ 35,000 | 10% OK |

### Home Ownership Counseling

| $ |

### Total All Funds

| $ 385,000 | This total is over the allocation and will require less than the maximum amount be awarded per applicant |

### Set-Asides

| Percentage Construction/Rehab (75% requirement) | 98.6% OK |
| Homeownership % (65% requirement) | 100.0% OK |
| Rental Restriction (25%) | 0.0% OK |
| Very-Low Income (30% requirement) | $205,000 88.6% OK |
| Low Income (30% requirement) | $125,000 35.7% OK |
| Moderate Income | $20,000 5.7% |
## FLORIDA HOUSING FINANCE CORPORATION
### HOUSING DELIVERY GOALS CHART
#### 2021-2022

**Name of Local Government:**  
FLAGLER COUNTY

**Estimated Funds (Anticipated allocation only):**  
$350,000

<table>
<thead>
<tr>
<th>Code</th>
<th>Strategies</th>
<th>Qualifies for 75% set-aside</th>
<th>VLI Units</th>
<th>Max. SHP Award</th>
<th>LI Units</th>
<th>Max. SHP Award</th>
<th>Mod Units</th>
<th>Max. SHP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
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<tr>
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<td>2</td>
<td>$35,000</td>
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<td>$25,000</td>
<td>2</td>
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<td>$165,000.00</td>
<td>7</td>
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<tr>
<td>3</td>
<td>Owner Occupied Rehabilitation</td>
<td>Yes</td>
<td>2</td>
<td>$50,000</td>
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<td>$50,000</td>
<td></td>
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<td>$150,000.00</td>
<td>3</td>
<td></td>
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<tr>
<td>6</td>
<td>Emergency Repair</td>
<td>Yes</td>
<td>2</td>
<td>$15,000</td>
<td></td>
<td>$15,000</td>
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<td>$30,000.00</td>
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<tr>
<td>4</td>
<td>Demolition &amp; Reconstruction</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
<td>$125,000</td>
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<tr>
<td>7</td>
<td>Foreclosure Prevention</td>
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<td></td>
<td>$5,000</td>
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<td></td>
<td>$5,000</td>
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<tr>
<td>5</td>
<td>Disaster Recovery</td>
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<td></td>
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<td></td>
<td></td>
<td>$10,000</td>
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<td></td>
</tr>
</tbody>
</table>

**Total Homeownership:**  
7  
4  
2  
$345,000.00  
$5,000.00  
$350,000.00  
13

**Purchase Price Limits:**  
New $200,000  
Existing $200,000

<table>
<thead>
<tr>
<th>Code</th>
<th>Rental</th>
<th>Qualifies for 75% set-aside</th>
<th>VLI Units</th>
<th>Max. SHP Award</th>
<th>LI Units</th>
<th>Max. SHP Award</th>
<th>Mod Units</th>
<th>Max. SHP Award</th>
<th>New Construction</th>
<th>Without Construction</th>
<th>Total</th>
<th>Units</th>
</tr>
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<tbody>
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<td>13, 14, 15</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>14, 21</td>
<td>Rental Development</td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>0</td>
<td></td>
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<tr>
<td>27</td>
<td>Disaster Recovery</td>
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<td>$150,000</td>
<td></td>
<td></td>
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<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Rental:**  
0  
0  
0  
0

**Administration Fees:**  
$35,000  
10%  
OK

**Home Ownership Counseling:**  
$  

**Total All Funds:**  
$385,000  
This total is over the allocation and will require less than the maximum amount be awarded per applicant

---

**Set-Aside Requirements:**

**Percentage Construction/Rehab (75% requirement):**  
98.6%  
OK

**Homeownership % (65% requirement):**  
100.0%  
OK

**Rental Restriction (25%):**  
0.0%  
OK

**Very-Low Income (30% requirement):**  
$205,000  
58.6%  
OK

**Low Income (30% requirement):**  
$125,000  
35.7%  
OK

**Moderate Income:**  
$20,000  
5.7%
CERTIFICATION TO  

FLORIDA HOUSING FINANCE CORPORATION  

Local Government or Interlocal Entity: FLAGLER COUNTY  

Certifies that:  

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.  

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.  

(3) A process to determine eligibility and for selection of recipients for funds has been developed.  

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.  

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).  

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.  

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.  

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.  

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.  

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.  

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.
(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

Witness ____________________________ Chief Elected Official or designee ____________________________

Witness ____________________________ Print Name and Title ____________________________

Date ____________________________

OR

Attest: ____________________________
(Seal)
RESOLUTION 2019 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan (LHAP) outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; the methodology and purchase prices used are defined in the attached LHAP; and

WHEREAS, as required by s. 420.9075, Florida Statutes, the Flagler County Board of County Commissioners (Flagler County) determines that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan; and

WHEREAS, Flagler County further determines, consistent with s. 420.9075, Florida Statutes, that the
cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of
program income deposited into the trust fund; and

WHEREAS, the Affordable Housing Advisory Committee prepared, and on March 4, 2019 Flagler
County approved, the three-year LHAP for submission to the Florida Housing Finance Corporation (FHFC); and

WHEREAS, FHFC recommended further changes to the LHAP regarding homeownership in the
County’s down payment assistance strategy; and

WHEREAS, Flagler County finds that it is in the best interest of the public for the Flagler County to
approve the LHAP updated to incorporate the recommendations of FHFC, so as to qualify for said
documentary stamp tax funds; and

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

Section 1: The above recitals are incorporated herein as findings of fact.

Section 2: The Flagler County Board of County Commissioners hereby approves the Local Housing
Assistance Plan, as attached and incorporated hereto, for submission to the Florida Housing
Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years

Section 3: The Chair is hereby designated and authorized to execute any documents and certifications
required by the Florida Housing Finance Corporation as related to the Local Housing
Assistance Plan, and to do all things necessary and proper to carry out the term and conditions
of said program.

Section 4: This resolution shall take effect immediately upon its adoption.

[Signature Page To Follow]
PASSED AND ADOPTED this 3rd Day of June 2019.

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Donald T. O’Brien Jr., Chair

Approved as to Form:

Al Hadeed, County Attorney
INTERLOCAL AGREEMENT FOR THE
JOINT LOCAL HOUSING ASSISTANCE PROGRAM

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between FLAGLER COUNTY, a political subdivision of the State of Florida (the "County"), whose address is 1789 East Moody Boulevard, Building 2, Bunnell, FL 32110, and the CITY OF PALM COAST, a Florida municipal corporation ("City"), whose address is 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164, hereinafter collectively referred to as "the Parties."

WITNESSETH

WHEREAS, the City and County desire to cooperate in order to provide for the housing needs of their citizens efficiently and in the most cost effective manner; and

WHEREAS, the State Housing Initiative Partnership Act, Florida Statutes §§ 420-907 - 420-9079 ("SHIP"), provides for the establishment of local housing assistance programs; and

WHEREAS, Flagler County is an approved county and the City of Palm Coast is an eligible municipality within Flagler County, Florida to provide local housing assistance under SHIP; and

WHEREAS, the Parties wish to provide for the housing needs of their citizens, and to promote the efficient location, design, and provision of affordable housing; and

WHEREAS, the County has an established local housing assistance program and qualified staff who manage the program; and

WHEREAS, the City is eligible to receive direct disbursements as authorized by SHIP and is eligible to establish a local housing assistance program; and

WHEREAS, the City and County wish to provide housing assistance to those areas with the greatest needs regardless of jurisdictional boundaries; and

WHEREAS, SHIP encourages the establishment of joint local housing assistance programs, and provides for the entering into of interlocal agreements for the establishment and implementation of such joint programs; and

WHEREAS, the Parties wish to establish a joint local housing assistance program for the purpose of establishing and implementing a more comprehensive local housing assistance program; and

WHEREAS, SHIP authorizes monies to be distributed to approved counties and eligible municipalities within the county pursuant to an interlocal agreement; and

Page 1 of 7
CAO [Signature]
WHEREAS, the Parties desire to distribute monies available under SHIP pursuant to this Agreement and to provide for the County’s implementation and administration of SHIP’s requirements; and

WHEREAS, the Parties desire to distribute other funding that may become available for housing programs consistent with this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Definitions.** For the purposes of this Agreement, the definitions contained in SHIP and Chapter 67-37, Florida Administrative Code, as they may be amended from time to time, are adopted herein by reference.

2. **Establishment of Joint Local Housing Assistance Program.** The Parties agree to establish a joint local housing assistance program (“Program”), pursuant to the requirements of §§ 420.907 - 420.9079, Florida Statutes, or any amended or successor statute, and other applicable law. The Program shall consist of the County’s current Local Housing Assistance Plan (LHAP) which shall be adopted by resolution of each of the Parties. The LHAP shall only be amended by resolution of each of the Parties pursuant to the provisions of SHIP. Technical revisions shall be approved by resolutions of the Parties. Incentive Strategies applicable to the City shall be included in the LHAP by May 2, 2010. The Parties agree to cooperate in developing future joint updates to the LHAP.

3. **Administration of the Program.** The County shall be solely responsible for the administration and implementation of the Program in accordance with the provisions of SHIP.

   a. The County shall prepare and provide the City one annual report consistent with Florida Statutes.

   b. The County shall establish, or cause to be established, all of the administrative criteria or requirements necessary or desirable to implement SHIP.

4. **Administration of Trust Fund.** The County has established a specially designated and dedicated Affordable Housing Assistance Trust Fund (“Trust Fund”) within the official fiscal and accounting records of the County. All monies received from the state on behalf of the City or the County pursuant to SHIP, and any funds received or budgeted on behalf of the City or the County to provide funding for the Program, shall be deposited into the Affordable Housing Assistance Trust Fund (County’s Trust Fund).

   a. The Parties agree that under SHIP, the amount allowed for administrative costs does not cover the County’s current costs associated with administering the program. If changes occur to SHIP to allow for additional
funds for administrative costs, the Parties agree to take all actions necessary to ensure that the County's costs associated with administering the program are reimbursed through SHIP to the maximum extent possible.

The Parties agree to take all actions necessary to maximize the amount (or percentage) of administrative costs allowable pursuant to SHIP.

b. Any required audit shall be performed in accordance with the provisions of SHIP, as well as the provisions of Sections 218.59 and 215.97, Florida Statutes, or any amended or successor statute, as well as Chapter 10.550, Rules of the Auditor General.

5. Distribution of Funds Available Pursuant to SHIP / Affordable Housing Programs. All monies available to the City and the County pursuant to SHIP or other affordable housing programs shall be distributed to the County as provided in the SHIP Act or other affordable housing program regulations.

a. Directions to Corporation. The City and the County direct the Florida Housing Finance Corporation (the "Corporation") or any other affordable housing agencies to distribute the monies allocated in accordance with this Agreement.

b. Deposit of Funds. The monies distributed by the Corporation or any other affordable housing agency will be deposited into the Affordable Housing Assistance Trust Fund/Flagler County Trust Fund.

c. The Corporation or other agency shall be notified by the Parties of any change in this Agreement.

d. The County shall administer and distribute the funding in accordance with the adopted LHAP pursuant to the provisions of the SHIP Act or any other applicable regulation and this Agreement.

e. The City and County wish to provide housing assistance regardless of jurisdictional boundaries, and therefore will not restrict the distribution of SHIP Program funds to any particular jurisdictional boundary.

f. The County shall utilize good faith efforts to recapture SHIP Program funding. The County shall return all recaptured and recycled SHIP Program funds into the Affordable Housing Assistance Trust Fund/Flagler County Trust Fund.

6. Expenditure of Funds Available Pursuant to SHIP. The County will ensure that SHIP funds disbursed from the Affordable Housing Assistance Trust Fund/Flagler County Trust Fund are at all times expended in accordance with SHIP's
requirements, provide income verification and certification for all applicants for SHIP funding assistance, monitor and determine applicant eligibility and the amount of SHIP funding assistance pursuant to SHIP’s guidelines.

7. Appointment to Flagler County Affordable Housing Advisory Committee ("AHAC"). As vacancies occur on AHAC, the City and County shall share in the appointment of members to fill those seats whenever possible on an alternating basis, and the positions shall be filled with representatives from the various industry groups specified in the SHIP Act as may be amended from time to time. The first appointment following the approval of this Agreement shall be by the City. To the extent possible, representation on AHAC shall be roughly divided between City and County appointees.

8. Modification of Agreement. This Agreement may only be modified by written agreement of the Parties and adopted with the same formalities as the adoption of this Agreement. Amendments to the Program or this Agreement shall not become effective until reviewed and approved in accordance with SHIP.

9. Administration of Other Available Funds for Affordable/Workforce Housing Program. Upon mutual agreement of the Parties, the City may transfer to the County any other available funds dedicated for implementation of affordable/workforce housing programs or projects. Expenditure of such funds shall be for programs or projects within the municipal boundaries of the City.

10. Cooperation and Coordination of other Federal/State Programs. The City at its discretion may elect to participate in other Federal/State Programs (i.e. CDBG, Neighborhood Stabilization Program, etc.) provided no such program operates through the County or the Joint City/County LHAP without the mutual consent of the Parties. The City may elect to coordinate with the County to implement and share the administration costs of such programs with the County. Agreements for such cooperative efforts shall be memorialized in a Memorandum of Agreement between the City Manager and the County Administrator.

11. Term and Termination of Agreement.

a. Term of Agreement. The term of this Agreement shall run concurrently with the distribution of monies pursuant to the Act (which is currently based on the fiscal year of the State of Florida, i.e. July 1 through June 30), unless earlier terminated pursuant to other provisions of this Agreement. For so long as this Agreement remains effective, the Parties agree that they will not do anything to jeopardize the other Party’s right to receive its distributions pursuant to SHIP.

b. Termination of Agreement. No later than January 1 of each year, the City or the County may elect to terminate this agreement without cause by providing written
notice of termination to the other Party. In the event of a notice of termination, this Agreement shall terminate and be of no further force or effect as to either Party on July 1 of the year following the receipt of the termination notice; provided, however, that all Program funds (which includes the state distribution and program income received) by the County prior to the date of termination shall continue to be governed by the provisions of this Agreement as if the termination had not occurred. In the event of a termination, the Parties agree to mutually advise the Corporation of the termination of this Agreement, and to provide for the continued orderly payment of those funds to be distributed pursuant to SHIP necessary to fulfill outstanding encumbrances, if any.

12. Interpretation. The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

13. Notices. Whenever either Party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the Party for whom it is intended at the place specified below. The place for giving of notice shall remain the same until it shall have been changed by written notice in compliance with the provision of this paragraph. For the present, the Parties designate the following as the respective place for giving of notice:

FOR FLAGLER COUNTY:

Flagler County
County Administrator
1769 E. Moody Blvd., Bldg. #2, Suite #302
Bunnell, Florida 32110

With copy to:
SHIP Administrator, Office of Financial Services
1769 E. Moody Blvd., Bldg. #2, Suite #307
Bunnell, Florida 32110

FOR THE CITY OF PALM COAST:

City of Palm Coast
City Manager
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164

With copy to:
Director of Community Development
160 Cypress Point Parkway, Suite B-106
Palm Coast, Florida 32164
14. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.

15. Effective Date. The effective date of this Agreement shall be the date upon which both Parties have approved this Agreement or July 1, 2009, whichever occurs later.

16. Liability. Nothing is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. All Parties are municipal corporations or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, or any amended or successor statute, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law.

17. Limitations of Agreement. It is not the intent of this agreement to change the jurisdiction of the Parties in any manner except as specifically provided. All other policies, rules, regulations and ordinances of the Parties will continue to apply as to properties located within the jurisdictional boundaries of each Party.

18. Filing of Interlocal Agreement. Pursuant to the provisions of Section 163.01 (11), Florida Statute, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Flagler County, Florida.

19. Employee Status. Persons employed by either Party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of the other Party nor shall they have any claim to pension, worker's compensation, civil service or other employee rights or privileges granted by the other Party to its officers and employees.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:  

[Signature]

Call Wadsworth, Clerk and Ex Officio Clerk of the Board

BOARD OF COUNTY COMMISSIONERS,
OF FLAGLER COUNTY, FLORIDA

[Signature]  

Milissa Holland, Chair

Date: April 10, 2009

Approved as to form:

[Signature]

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CAO [Signature]
Albert J. Haddeed, County Attorney

ATTEST:

[Signature]

Clare Albert, City Clerk

Approved as to form:

[Signature]

William E. Reischmann, Jr., City Attorney

CITY OF PALM COAST, FLORIDA

[Signature]

Jon Vette, Mayor

Date: 4/2/09

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EXHIBIT J
Additional Instructions & Information for Down Payment Assistance
for Community Land Trust Purchases

To qualify, homes must be purchased from a County-approved Community Land Trust (CLT). The CLT will execute a 99-year ground lease with the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income-eligible household and provide a right of repurchase to the CLT in the event of default. The CLT must approve the subsequent homebuyer. In the event of a default, the CLT must notify the County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to the County, giving the County the right, but not the obligation to purchase the property.

The assistance shall be treated as a development cost pay-down to further reduce the sales price to the homebuyer. The assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the County in the event of default. If the maximum subsidy was not provided to the first homebuyer, the County may provide additional assistance to the subsequent buyer to ensure that the property remains affordable, up to the amount of the maximum subsidy allowable at the time of subsequent purchase minus the original subsidy amount provided to the first homebuyer. Any additional SHIP investment will extend the original loan term. At the end of the loan term, the loan will be forgiven, and the lien released. However, the CLT ground lease will remain in effect and the requirements for residency, resale price, and subsequent buyer’s income eligibility will continue. The CLT may request satisfaction of a loan and release of the lien during the term of the loan on behalf of a homeowner or seller, and under certain defined circumstances, with approval granted by the County on a case-by-case basis.

When selling a CLT home, the seller must notify the CLT. The CLT will then enter into a purchase and sale agreement with the seller, that will get assigned to the subsequent homebuyer. The Purchase Option Price for the CLT will be calculated as follows:

\[
Purchase \ Option \ Price = Formula \ Price + Payoff \ Amount \ of \ Deferred \ Payment \ Loans
\]

The Formula Price is calculated using a Base Price calculated by subtracting the amount of down payment assistance from the purchase price. For example:

\[
\begin{align*}
\text{Purchase Price:} & \quad \$185,000 \\
\text{MINUS Assistance Provided (maximum):} & \quad - \$55,000 \\
\text{EQUALS Base Price (sales price) for first buyer:} & \quad \$130,000
\end{align*}
\]

Base price is the amount the buyer would need to finance (plus transaction costs) and is used to calculate the Formula Price in the ground lease.

Suppose the Formula (re-sale) Price in the ground lease is calculated by a 1% annual increase to the Base Price, compounded. Suppose the home is sold after 5 years. To calculate the Purchase Option Price (price that will go in the purchase and sale agreement between the CLT and the seller), first calculate the Formula Price:
Formula Price = Base Price x Compound Rate

Calculated as follows:

Year 1 = $130,100 x 1.01 = $131,300
Year 2 = $131,300 x 1.01 = $132,613
Year 3 = $131,613 x 1.01 = $133,939
Year 4 = $133,939 x 1.01 = $135,379
Year 5 = $135,379 x 1.01 = $136,631

Formula Price = $136,631

Purchase Option Price = $136,631 + $55,000 = $191,631

The price to the subsequent buyer equals the Purchase Option price minus the assumed down payment assistance:

<table>
<thead>
<tr>
<th>Purchase Option Price:</th>
<th>$191,631</th>
</tr>
</thead>
<tbody>
<tr>
<td>DPA assumed:</td>
<td>- $55,000</td>
</tr>
<tr>
<td>Sales price for subsequent buyer:</td>
<td><strong>$136,631</strong> (New Base Price for Formula Price)</td>
</tr>
</tbody>
</table>

The new price should be affordable to the subsequent buyer without additional subsidy.

At the end of the loan term, the value of the Purchase Option Price will be equal to the Formula Price.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #7i

SUBJECT: 120 Day Extension of the Interlocal Agreement with the City of Palm Coast Regarding Joint Utility Planning for the Area of South Old Kings Road.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: On December 3, 2018, the Board approved an Interlocal Agreement with the City of Palm Coast (ILA) regarding the provision of water and wastewater service to the area of Old Kings Road south of State Road 100. (The ILA is recorded in the Official Records of Flagler County, Book 2323, Page 1563.) The ILA was a first step in the planning process and, by its terms, requires the parties to craft a subsequent ILA by June 10, 2019, to spell out necessary details such as extension of utility lines, points of connection, and funding mechanisms. The parties have been working diligently, but have not yet finalized the terms of the subsequent ILA and wish to amend the ILA to extend the deadline October 8, 2019.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: County Attorney’s Office, Al Hadeed, 386-313-4005

RECOMMENDATIONS: Request the Board approve and authorize the Chair to execute the amendment to the Interlocal Agreement with the City of Palm Coast regarding joint utility planning for the area of South Old Kings Road.

ATTACHMENTS:
1. First Amendment to the Interlocal Agreement
2. Agenda Package from the December 3, 2018 Board Meeting
FIRST AMENDMENT TO THE FLAGLER COUNTY/CITY OF PALM COAST
INTERLOCAL AGREEMENT FOR OLD KINGS ROAD WATER AND WASTEWATER
SERVICES

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First
Amendment") is made and entered into this ______ day of ______________, 2019, 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.”

WITNESSETH:

WHEREAS, on December 10, 2018, the City and the County entered into Flagler
County/City of Palm Coast Interlocal Agreement for Old Kings Road Water and
Wastewater Services ("Interlocal Agreement") which is recorded in the Official Records
of Flagler County (OR BK: 2323 PG: 1563); and

WHEREAS, Section 4 of the Interlocal Agreement gives the Parties six (6) months
from the Effective Date of the Interlocal Agreement to enter into a “future interlocal
agreement” or the Interlocal Agreement will automatically terminate; and

WHEREAS, the Effective Date is the date the Interlocal Agreement was recorded
with the Clerk of the Circuit Court, December 10, 2018 and as such, the deadline to enter
into a future interlocal agreement is June 10, 2019; and

WHEREAS, while the Parties have been working diligently, they have not finalized
the terms of the future interlocal agreement and will not meet the June 10, 2019 deadline;
and

WHEREAS, the Parties desire to amend the Interlocal Agreement to provide
additional time to negotiate and finalize the future interlocal agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and
valuable consideration, the receipt of which are hereby acknowledged, the Parties agree
as follows:
SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this First Amendment.

SECTION 2. AMENDMENT. Section 4, Condition Precedent/Future Interlocal Agreement, of the Interlocal Agreement shall be amended as follows, deletions are shown in strikethrough, and additions are shown in underline:

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 by October 8, 2019, this Agreement shall automatically terminate and become null and void without further effect on either Party.

SECTION 3. EFFECTIVE DATE. This First Amendment shall take effect upon full execution by both Parties.

SECTION 4. COUNTERPARTS. This First Amendment 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.

SECTION 5. RATIFICATION AND CONFLICT. To the extent not amended by this First Amendment, the remaining terms and provisions of the Interlocal Agreement are ratified and confirmed by the Parties. In the event of any direct conflict between the terms and provisions of the Interlocal Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. To the extent that there shall be no such direct conflict, the Interlocal Agreement shall remain in full force and effect and the Parties hereby ratify same. Other than those amendments provided for in Section 2, above, the terms of Section 4 of the Initial Agreement are hereby confirmed by the Parties to be satisfied by the terms of this Amendment.

SECTION 6. TERMINATION. The Interlocal Agreement and this First Amendment
may be terminated, upon agreement by the Parties, if the Parties mutually determine that the Utility Systems' construction or operation is no longer feasible due to the inability to secure sufficient funding to complete the obligations set forth in the Interlocal Agreement and this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year first above written.

ATTEST:                                                  CITY OF PALM COAST, FLORIDA

____________________________________________________  ________________________________
Virginia A. Smith, City Clerk                           Milissa Holland, Mayor

Date: ________________________________

Approved as to form and legality.

____________________________________________
William E. Reischmann, Jr., City Attorney
ATTEST:

__________________________
Tom Bexley, Clerk
Ex Officio Clerk to the Board

Date: ______________________

Approved as to form and legality.

__________________________
Al Hadeed, County Attorney

FLAGLER COUNTY

__________________________
Donald T. O'Brien, Jr., Chair
Flagler County Board of Commissioners
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

Date

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/VENUE. 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:

CITY OF PALM COAST, FLORIDA

Virginia A. Smith, City Clerk

BY: Milissa Holland, Mayor

Date:

Approved as to form and legality.

William E. Reischmann, Jr., City Attorney
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
SUBJECT: Consideration of the Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the amount of $3,326,600 to Assist with Funding for the Construction of a General Aviation Terminal Facility at the Flagler Executive Airport.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: On July 16, 2018, the BOCC approved a FDOT PTGA for the Design and Bidding Services for a General Aviation Terminal Facility. The project is currently at the 60% design phase and working towards 90%. Staff is bringing forward for consideration, a Resolution and a FDOT Public Transportation Grant Agreement (PTGA) in the amount of $3,326,600 that will fund 80% of the costs for Phase I of the Construction of a General Aviation Terminal Facility. This is the initial PTGA, which will be supplemented in FDOT’s FY2020, which begins July 1, 2019. The total construction costs are estimated to be approximately $5.7 million dollars. The Airport Enterprise Fund will be responsible for 20% of the project costs, which is approximately $1,140,000.

The existing 6,400 SF metal terminal building is approximately forty (40) years old and currently houses the airport staff, Fixed Base Operator (FBO), a pilot’s lounge area, public restrooms and a small tenant space. The new 15,000 SF terminal will accommodate airport administrative offices, an FBO and its appurtenant facilities, public space, meeting space, and more room for additional small tenants. This project is consistent with the approved Master Plan updated in 2015. The design portion of this project is anticipated to be completed in the fall 2019, with construction beginning in January 2020.

Not only is the Flagler Executive Airport an economic engine for the County, it also serves as the gateway to Flagler County and the communities it serves. This GA Terminal facility is the next step in the evolution of transforming the airport into a premier location for businesses looking to locate at the airport and in its surrounding communities.

FUNDING INFORMATION: The Florida Department of Transportation (FDOT) has offered an initial Public Transportation Grant Agreement (PTGA) in the amount of $3,326,600, which will fund 80% the construction costs associated with the General Aviation Terminal Facility, project #050630. This PTGA will be supplemented in FDOT’s FY2020 in the amount of $1,233,400, bringing FDOT’s total contribution to $4,560,000. This grant agreement is not included in the FY19 Budget. Funds will be appropriated with the attached Unanticipated Revenue Resolution. The Finance Director and Airport Director will secure a loan to finance the airport’s obligation of the PTGA. A loan for financing will be brought to the BOCC for approval at a future meeting.

DEPARTMENT CONTACT: Airport Director, Roy Sieger, (386) 313-4220

RECOMMENDATIONS: Request the Board approve the FDOT Public Transportation Grant Agreement (PTGA) and adopt the Resolution authorizing the Chairman to execute the agreement, and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments approved as to form by the County Attorney.

ATTACHMENTS:
1. FDOT Public Transportation Grant Agreement (PTGA)
2. Resolution in support of Public Transportation Grant Agreement
3. Unanticipated Revenue Resolution
THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Transportation, ("Department"); and Flagler County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

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

1. Authority. The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement. The purpose of this Agreement is to provide for the Department’s participation in Terminal Building - Construction at Flagler Executive Airport, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- X Aviation
- Seaports
- Transit
- Intermodal
- Rail Crossing Closure
- Match to Direct Federal Funding (Aviation or Transit)
- Other

4. Exhibits. The following Exhibits are attached and incorporated into this Agreement:

- X Exhibit A: Project Description and Responsibilities
- X Exhibit B: Schedule of Financial Assistance
- X Exhibit C: Terms and Conditions of Construction
- X Exhibit D: Agency Resolution
- X Exhibit E: Program Specific Terms and Conditions
- X Exhibit F: Contract Payment Requirements
- *Exhibit G: Financial Assistance (Single Audit Act)
- *Additional Exhibit(s):

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Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/19
This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through February 1, 2021. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the ___ day of __, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:
a. The estimated total cost of the Project is $4,158,250. This amount is based upon Exhibit "B", Schedule of Financial Assistance. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in Exhibit "B", Schedule of Financial Assistance, may be modified by mutual written agreement of the Parties and does not require execution of an Amendment to the Public Transportation Grant Agreement. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $3,326,600 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in Exhibit "B", Schedule of Financial Assistance. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit “A”, Project Description and Responsibilities. Modifications to the deliverables in Exhibit “A”, Project Description and Responsibilities requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit “A”, Project Description and Responsibilities. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A”, Project Description and Responsibilities has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in Exhibit “F”, Contract Payment Requirements.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department’s Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department’s Disbursement Handbook for Employees and Managers.
f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department’s Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement’s term.

g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department’s receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency’s general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in Exhibit "E", Program Specific Terms and Conditions attached to and incorporated into this Agreement.
k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department’s Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department’s funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Agency. See Exhibit “B”, Schedule of Financial Assistance for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in Exhibit “A”, Project Description and Responsibilities, and as set forth in Exhibit “B”, Schedule of Financial Assistance, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved.
in writing by the Department. Specific unallowable costs may be listed in Exhibit “A”, Project Description and Responsibilities.

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

a. Necessary Permits Certification. The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.

b. Right-of-Way Certification. If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. Notification Requirements When Performing Construction on Department’s Right-of-Way. In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:

   i. Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or

   ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: Use of Agency Workforce. In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize Indirect Costs: Reimbursement for Indirect Program Expenses (select one):

   i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

   ii. __ Agency has selected to apply a de minimis rate of 10% to modified total direct costs. Note: The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

   iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards. The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. Claims and Requests for Additional Work. The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make
best efforts to obtain the Department’s input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency’s Authorized Official shall certify to the Department that the Agency’s purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit B**, **Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit A**, **Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants’ Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency’s full compliance with provisions of Section 287.055, Florida Statutes, Consultants’ Competitive Negotiation Act. In all cases, the Agency’s Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants’ Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:
a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

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

Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any
inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Exhibit “G”, Financial Assistance (Single Audit Act), to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,
the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department’s contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency’s use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a “nonstate entity” as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply
with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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

And

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

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
vii. Upon receipt, and within six months, the Department will review the Agency’s financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency’s records, including financial statements, the independent auditor’s working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties’ respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. **Indemnification and Insurance:**

   a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

   “To the fullest extent permitted by law, the Agency’s contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

   This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.”
b. The Agency shall provide Workers’ Compensation Insurance in accordance with Florida’s Workers’ Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers’ Compensation Insurance for their employees in accordance with Florida’s Workers’ Compensation law. If using “leased employees” or employees obtained through professional employer organizations (“PEO’s”), ensure that such employees are covered by Workers’ Compensation Insurance through the PEO’s or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida’s Workers’ Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an “occurrence” basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department’s approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy
or coverage described herein. The Department's approval or failure to disapprove any policies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

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

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services’ Florida Accountability Contract Tracking System (FACTS).
i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY Flagler County Board of County Commissioners

By: ____________________________
Name: __________________________
Title: __________________________

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ____________________________
Name: Loreen Bobo, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review:

Daniel L. McDermott __________________________
A. Project Description (description of Agency’s project to provide context, description of project components funded via this Agreement (if not the entire project)): Terminal Building - Construction: The Flagler Executive Airport has experienced growth that has led to a need for a new GA Terminal, vehicle parking area and terminal ramp. Specific description includes: Demolition of existing Administration Office/FBO and hangar, design and construction of a new 15,000 SF General Aviation Terminal Building and related parking, roadway access, aviation ramp rehabilitation & expansion and site work. The terminal will accommodate airport administrative offices, an FBO and its appurtenant facilities, public space, meeting space, and room for additional small tenants.

B. Project Location (limits, city, county, map): Flagler Executive Airport/Palm Coast, FL/Flagler

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Construction for General Aviation Terminal: As required by 215.971, F.S., this scope of work includes but is not limited to construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (ramp rehab/expansion, parking lots and access, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, stormwater structures, and fire prevention and protection), pavement markings, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and security systems, including all materials, equipment, labor, and incidentals required to complete the project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): To be uploaded into JACIP:

- Provide a report including supporting documents and calculations for all new/rehabilitated pavement related to this project using 150/5335-5C STANDARDIZED METHOD OF REPORTING AIRPORT PAVEMENT STRENGTH - PCN

- Project Monitoring Reports when requested

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.
EXHIBIT B

Schedule of Financial Assistance

Funds awarded to the agency and required matching funds pursuant to this agreement consist of the following:

A. Fund Type and Fiscal Year:

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<th>Financial Management Number</th>
<th>Fund Type</th>
<th>FLAIR Category</th>
<th>State Fiscal Year</th>
<th>Object Code</th>
<th>CSFA/CFDA Number</th>
<th>CSFA/CFDA Title or Funding Source Description</th>
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<td>2019</td>
<td>751000</td>
<td>55.004</td>
<td>Aviation Grant Program</td>
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<td></td>
<td></td>
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B. Estimate of Project Costs by Grant Phase:

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<th>Federal</th>
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<th>Federal %</th>
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<td>$0</td>
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<td>$831,650</td>
<td>$0</td>
<td>$4,158,250</td>
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*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

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

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

Lauren Farrell
Department Grant Manager Name

Signature ___________________________ Date ___________________________
EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.
   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department’s Project Manager, Lauren Farrell (email: lauren.farrell@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department’s Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency’s contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer’s Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department’s Right of Way. If the Project involves construction on the Department’s right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department’s right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency’s normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.
b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is _._.

e. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

f. The Agency shall be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or
estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency’s use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department’s property, including but not limited to, the Department’s right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public’s safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final “walk-through” by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11” X 17” plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency’s property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department’s written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the “Notice of Completion”). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency’s sole cost and expense,
without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department’s District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department’s Public Information Office is:

Insert District PIO contract info:

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

3. **Engineer’s Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer’s Certification of Compliance to the Department upon completion of the construction phase of the Project.
NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and ________________________________

PROJECT DESCRIPTION: ________________________________________________________________

DEPARTMENT CONTRACT NO.: ___________________________________________________________

FINANCIAL MANAGEMENT NO.: __________________________________________________________

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of ____________, 20______.

By: ________________________________
Name: ________________________________
Title: ________________________________

__________________________________________________________________________________
ENGINEER’S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _________________________

PROJECT DESCRIPTION: ________________________________

DEPARTMENT CONTRACT NO.: ____________________________

FINANCIAL MANAGEMENT NO.: ____________________________

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

By: ______________________, P.E.

SEAL:

Name: ______________________

Date: ______________________
EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED
A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit “A”, Project Description and Responsibilities, and Exhibit “B”, Schedule of Financial Assistance, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department’s continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency’s eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. Florida Statutes (F.S.)
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning
b. **Florida Administrative Code (FAC)**
   - Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
   - Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
   - Section 62-256.300, FAC, Open Burning, Prohibitions
   - Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. **Local Government Requirements**
   - Airport Zoning Ordinance
   - Local Comprehensive Plan

d. **Department Requirements**
   - Eight Steps of Building a New Airport
   - Florida Airport Revenue Use Guide
   - Florida Aviation Project Handbook
   - Guidebook for Airport Master Planning
   - Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

   a. **Federal Requirements**
      - FAA AC 70/7460-1, Obstruction Marking and Lighting
      - FAA AC 150/5300-13, Airport Design
      - FAA AC 150/5370-2, Operational Safety on Airports During Construction
      - FAA AC 150/5370-10, Standards for Specifying Construction of Airports

   b. **Local Government Requirements**
      - Local Building Codes
      - Local Zoning Codes

   c. **Department Requirements**
      - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)
      - Manual on Uniform Traffic Control Devices
      - Section 14-60.007, FAC, Airfield Standards for Licensed Airports
      - Standard Specifications for Construction of General Aviation Airports
      - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

   a. **Federal Requirements**
      - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
      - National Environmental Policy of 1969
      - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
      - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

   b. **Florida Requirements**
      - Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
      - Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
C. Agency Authority.

1. Legal Authority. The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor’s governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. Financial Authority. The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System.
   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. Good Title.
   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
   b. For noise compatibility program projects undertaken on the airport sponsor’s property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.


a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.
c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.


a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency’s Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA’s priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.


a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.


a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.


a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.


a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.


a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency
equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency’s right to lease airport property for airport-compatible purposes.


a. The Department has the right to disapprove the Agency’s employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.

2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA’s priority system.

3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:

1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state’s proportionate share of its market value.
2) Land will be considered to be needed for airport purposes under this assurance if:
   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:
   1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
   2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
   3) Completed construction complies with all applicable local building codes.
   4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:
   1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
   2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
   3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
   4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:
   1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
   2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
   3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.
24. Noise Mitigation Projects. The Agency assures that it will:

a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

   1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
   2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. **Private Agreements.** For noise compatibility projects on privately owned property:

   1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
   2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

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

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

1. **Salaries:** A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. **Fringe Benefits:** Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. **Travel:** Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

4. **Other direct costs:** Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

5. **In-house charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

6. **Indirect costs:** If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
*Award Amount: $3,326,600

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

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

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx
A RESOLUTION APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) BETWEEN FLAGLER COUNTY, FLORIDA AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO ASSIST WITH FUNDING FOR THE CONSTRUCTION OF A GENERAL AVIATION TERMINAL FACILITY AT THE FLAGLER EXECUTIVE AIRPORT.

WHEREAS, the Board of County Commissioners of Flagler County, Florida (Board) wishes to construct a new General Aviation Terminal facility, which will replace the existing antiquated facility; and

WHEREAS, the new GA Terminal is the next step in the evolution of transforming the airport into a premier location for businesses looking to locate at airport and in its surrounding communities; and

WHEREAS, the Florida Department of Transportation (FDOT) has offered a Public Transportation Grant Agreement (PTGA), FM No. 437025-2-94-01, that will fund 80% of the costs for this project; and

WHEREAS, the Board finds that it is in the best interest of the citizens of Flagler County and the Flagler Executive Airport Enterprise Fund to approve the PTGA, including the assurances contained therein, to construct a new General Aviation Terminal facility.

NOW, THEREFORE, BE IT RESOLVED by the Board that: (i) the PTGA by and between Flagler County and the FDOT, incorporated by reference herein, is hereby approved; and (ii) the Airport Director will be the Board’s representative and act on the Board’s behalf in regard to the PTGA.

THIS RESOLUTION shall become effective upon adoption and approval.

ADOPTED and APPROVED this 3rd day of June 2019, by the Board of County Commissioners, Flagler County, Florida.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Tom Bexley, Clerk of the Circuit Court & Comptroller

Donald T. O'Brien Jr., Chair

APPROVED AS TO FORM:

Al Hadeed, County Attorney
RESOLUTION NO. 2019 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND FUND FOR THE FISCAL YEAR 2018-19 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $3,326,600 from the Florida Department of Transportation, and

WHEREAS, Chapter 129, Florida Statutes, gives authority for boards of county commissioners to amend, by resolution, budgets to provide for the receipt and expenditure of unanticipated funds.

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 3rd day of June 2019, that the Airport Fund 401 be amended, as follows:

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BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: ____________________________________________
Donald T. O’Brien Jr., Chair

ATTEST:

____________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

____________________________
Al Hadeed, County Attorney
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM #8a

SUBJECT: Consideration of (Re)Appointment or Appointment to the Library Board of Trustees.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: Mr. James Ulsamer and Mr. Michael Hedrick have submitted applications for appointment to the Library Board of Trustees (LBOT).

Mr. Ulsamer has been a member of the LBOT since 2016 and is seeking reappointment. Mr. Hedrick is seeking appointment. Both applicants are Flagler County residents and registered voters.

The LBOT serves to aid the Flagler County Library Director in establishing policies regarding the delivery of public library services. This Board reports to the Flagler County Board of County Commissioners and its citizens at least once a year regarding the status, progress, and needs of the library in regard to the provision of these services. There are seven members on this board, each appointed for three-year terms.

The LBOT currently has no other vacancies.

All Advisory Board vacancies were advertised in the News-Tribune and on our website www.FlaglerCounty.org. All vacancies remain open until filled.

Should additional applications be received, they will be presented to the Board prior to the meeting.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Mari Davis, Executive Administrative Assistant (386) 313-4094

RECOMMENDATION: Request the Board to consider either the reappointment of Mr. James Ulsamer, or the appointment of Mr. Michael Hedrick to the Library Board of Trustees for a three-year term that would expire June 3, 2022.

ATTACHMENTS:
1. Reappointment Application from Mr. James Ulsamer
2. Appointment Application from Mr. Michael Hedrick
3. LBOT Membership List as of March 19, 2019
April 29, 2019

Mr. James Ulsamer
19 Flagship Dr.
Palm Coast, FL 32137

Dear Mr. Ulsamer:

Thank you for serving as a member of the Flagler County Library Board of Trustees. 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 on the Library Board of Trustees will expire on July 9, 2019. 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. The blank application form has been enclosed for your use. Once completed, you can simply return the application and other information to my attention for processing by May 17, 2019.

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 June 3, 2019 meeting.

Thank you for your attention to this matter and for your continued membership on the Library Board of Trustees.

Sincerely,
Mari Davis
Executive Administrative Assistant

Please consider my reappointment  
I do not wish to be reappointed

Signature: [Signature]

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<td>District 2</td>
<td>District 3</td>
<td>District 4</td>
<td>District 5</td>
</tr>
</tbody>
</table>
Name: James Ulsamer                                      Date: May 7, 2019
Mailing Address: 19 Flagship Drive, Palm Coast, FL 32137
Physical Address (if different):
County of Residence: Flagler                                      Voter ID: 104183925
Home Phone: Cell Phone: 386-235-0588
Email: jimulsamer@me.com                                      Years in Flagler: 15
Advisory Board or Committee Applying for: Library Board of Trustees
What aspect of this Board/Committee interests you?
I have an extensive knowledge of, and respect for the services libraries provide

Describe your training and/or experience that would make you a good fit for this position:
Prior service on Library Board. 31 year career with company providing
distribution and information services to libraries and booksellers

What contributions do you feel you could make to this Board/Committee should you be selected?
As chairman, I will provide guidance to the commissioners and administration
on the scope of library service appropriate for Flagler County

Have you ever served on a Flagler County appointed Board or Committee?
  ____ No    ____ Yes, if so, please identify below those on which you have served:

<table>
<thead>
<tr>
<th>Advisory Board / Committee</th>
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<tr>
<td>Library Board of Trustees</td>
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<td>Economic Opportunity Advisory Council</td>
<td>2012 to present</td>
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</tbody>
</table>
B.A., Economics, Rutgers University

Business (name & type): Retired

Business Address:

Business Phone: Position:

Applicable Professional Organization Memberships:

Former corporate membership in American Library Assn., Public Library Assn.

American Booksellers Assn

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

See attached

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Please Return To:
Flagler County Administration Department
Attn: Mari Davis
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
Email: MDavis@FlaglerCounty.org  Fax: (386) 313-4101  Phone (386) 313-4094

*Please note a hard copy is not required. Please feel free to email your application.
I have served on the library board for twelve years and been its chairman for the past ten. There is still work I want to do in order to establish a firm plan for the future of library service in Flagler County.

Up until recently, the library, and Flagler County in general has been regrouping from the collapse of the real estate market (which impacted Flagler County profoundly) and then what is referred to by many as the "great recession." Yet, as we recover from those trying times, we are beset with other problems such as the sheriff's ops center that place new financial strains on the county.

The county did take a step forward by acquiring land for a branch in the southern part of the county to replace the inadequate facility in Bunnell. But that initiative is currently in a holding pattern. As a library trustee, and in particular the chairman, I will challenge you to help make this new branch a reality. And as that project moves forward we will map out where we need to go over the next ten or more years.

While public safety is perhaps the most important activity of county government, it is not the only one. I will continue to remind you of the importance of the services provided by libraries that improve the education level, literacy and quality of life of our residents.

Respectfully,

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

Michael Hedrick

Name: ___________________________________________ Date: __________________________

Mailing Address: ________________________________________________________________

Physical Address (if different):

County of Residence: ______________________________ Voter ID: _______________________

N/A

Flagler

305-797-2345

Home Phone: _______________________________ Cell Phone: ____________________

islandcap@aol.com

Email: ___________________________________________ Years in Flagler: ______________

Advisory Board or Committee Applying for:
Library Board of Trustees-Citizen at Large

What aspect of this Board/Committee interests you?
The continued improvement and growth of the Library facilities and their availability for safe use by all.

Describe your training and/or experience that would make you a good fit for this position:
I retired from a career in long term criminal investigations and my training will enable me to assist with the in depth review, planning and development of both short and long term goals. I was Administrator for building security for Homeland Security Investigations, Key West, to encompass building access, internal and external video surveillance, and intrusion alarm systems.

What contributions do you feel you could make to this Board/Committee should you be selected?
I would like to contribute the experience I have by assisting in the planning and development of programs and expanded use for special events

Have you ever served on a Flagler County appointed Board or Committee?

☐ No          ☐ Yes, if so, please identify below those on which you have served:

Advisory Board / Committee Dates Served

_____________________________________________ ________________________________

_____________________________________________ ________________________________
Education: 

Business (name & type): Homeland Security Investigations, Key West
Retired

Business Address: 

Business Phone: Position: 

Applicable Professional Organization Memberships:

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:
See attached resume.

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Please Return To:
Flagler County Administration Department
Attn: Mari Davis
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
Email: MDavis@FlaglerCounty.org Fax: (386) 313-4101 Phone: (386) 313-4094

*Please note a hard copy is not required. Please feel free to email your application.
Council: Library Board of Trustees

Established: In accordance with Flagler County Code Section 25-2.

Function: To establish policies regarding the delivery of public library services and to report to the Board and citizens of the County at least once 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.

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

<table>
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<tr>
<th>MEMBER</th>
<th>APPOINTMENT</th>
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<tbody>
<tr>
<td>Chairman David Sullivan</td>
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<tr>
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<tr>
<td>County Cell: 386/276-0384</td>
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<td></td>
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<tr>
<td>Email: <a href="mailto:dsullivan@flaglercounty.org">dsullivan@flaglercounty.org</a></td>
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<tr>
<td>Sharon B. Atack</td>
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<td>Mr. George Hanns</td>
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<tr>
<td>Mr. Bernard Barczak</td>
<td>03/01/19</td>
<td>03/01/22</td>
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<tr>
<td>9 Jasmine Drive</td>
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<td>Palm Coast, FL 32137</td>
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<td>Phone: 38/447-4935</td>
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<td>Cell: 386/503-9723</td>
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<tr>
<td>Email: <a href="mailto:bbarczak9@outlook.com">bbarczak9@outlook.com</a></td>
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SUBJECT: Consideration of Appointment to the Tourist Development Council.

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: Mr. John Lulgjuraj and Mr. Michael Schottey have submitted applications to fulfill a vacancy for appointment to the Tourist Development Council (TDC) in the category of “Involved in the Tourist Industry Only”. Both are Flagler County residents and registered voters.

The purpose of the TDC is to make recommendations to the Flagler County Board of County Commissioners regarding expenditures of tourist development tax money and to generally review and make recommendations on other aspects of tourism in the County. The TDC consists of nine members, each serving four-year terms.

The TDC currently has no other vacancies.

All Advisory Board vacancies were advertised in the News-Tribune and on our website www.FlaglerCounty.org. All vacancies remain open until filled.

Should additional applications be received, they will be presented to the Board prior to the meeting.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Mari Davis, Executive Administrative Assistant (386) 313-4094

RECOMMENDATION: Request the Board consider the appointment of Mr. John Lulgjuraj or Mr. Michael Schottey to the Tourist Development Council in the category of “Involved in the Tourist Industry Only”, for a four-year term that would expire June 3, 2023.

ATTACHMENT:
1. Application from Mr. John Lulgjuraj
2. Application from Mr. Michael Schottey
3. TDC Membership List as of March 18, 2019
Flagler County Board of County Commissioners  
Volunteer Advisory Boards and Committees  
General Application

JOHN LULGJURAJ 05/10/2019  
Name: ___________________  Date: _______ 
Mailing Address: 634 S 23RD STREET, FLAGLER BEACH, FL 32136

Physical Address (if different): ___________________

County of Residence: FLAGLER  Voter ID: ____________

Home Phone: ___________________  Cell Phone: 2488729814

Email: HEARTALENT@GMAIL.COM Years in Flagler: 30+

Advisory Board or Committee Applying for:  
TDC BOARD

What aspect of this Board/Committee interests you?

Representation of our County. Budget. Restaurant and Beaches.

Describe your training and/or experience that would make you a good fit for this position:

Marketing and Entertainment Bachelor's Degree, restaurant owner (hear and see and know what the locals and tourist want), love our county.

What contributions do you feel you could make to this Board/Committee should you be selected?

Very strong network with business owners in Flagler which helps me have my ears to the ground with 1000's of patrons visiting our local businesses that come from all over I can give true feedback of what attracts people to visit us and more importantly on what they would like to see in the future to return.

Have you ever served on a Flagler County appointed Board or Committee?

☑ No ☐ Yes, if so, please identify below those on which you have served:

Advisory Board / Committee  Dates Served
__________________________________________________________________________
__________________________________________________________________________
Education: **Bachelors in Entertainment and Music Business**

Business (name & type): **Oceanside Beach Bar & Grill**

Business Address: **1848 S OCEANSHORE BLVD**

Business Phone: **386-439-6345**  
Position: **OWNER**

Applicable Professional Organization Memberships:

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

As a county or a community we are so much stronger together and ultimately I wish to help in clear communication from various groups and types of people to help aid in decision making. Not just one type of person served. We are a nation of many people and in my experience I've learned to serve all and truly enjoy making people happy.

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Please Return To:
Flagler County Administration Department  
Attn: Christie Mayer, CPS/CAP  
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110  
Email: CMayer@FlaglerCounty.org  
Fax: (386) 313-4101  
Phone (386) 313-4094

*Please note a hard copy is not required. Please feel free to email your application.
Flagler County Board of County Commissioners
Volunteer Advisory Boards and Committees
General Application

Name: Michael Sabatney
Date: 5/23/19

Mailing Address: 34 Rollo's Lane, Palm Coast, FL 32164

Physical Address (if different):

County of Residence: Flagler
Voter ID:

Home Phone: 386-569-5401
Cell Phone:

Email: michael.sabatney@gmail.com
Years in Flagler: 10

Advisory Board or Committee Applying for:
Tourist Development Council

What aspect of this Board/Committee interests you?
I have a long history in the travel trade industry.

Describe your training and/or experience that would make you a good fit for this position:
I ran the largest travel trade publication in the world and have freelanced for multiple international travel magazines and maintain a working relationship with the American Society of Travel Advisers.

What contributions do you feel you could make to this Board/Committee should you be selected?
I am hardworking and dependable, I also have talent in marketing, content creation and social media.

Have you ever served on a Flagler County appointed Board or Committee?

☐ No  ☐ Yes, if so, please identify below those on which you have served:

Advisory Board / Committee  Dates Served
Education: Martin Luther College (New Ulm, MN) - B.A.

Business (name & type): Nova Digital Marketing + Consulting

Business Address: 3869 Palm Coast Pkwy SW Suite 3

Business Phone: 386-569-5701 Position: Co-Founder

Applicable Professional Organization Memberships:

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

[Signature]  Signature of Applicant

Please Return To:
Flagler County Administration Department
Attn: Mari Davis
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110
Email: MDavis@FlaglerCounty.org  Fax: (386) 313-4101  Phone (386) 313-4094

*Please note a hard copy is not required. Please feel free to email your application.
Career Objective:

Experienced, hard-working and award-winning writer, editor, project manager and leader seeking a job in any related field in order to fully utilize my talents and passion as a leader and digital media specialist.

Experience:

2008-2019 Office Divvy

Management Associate

- Content creation, management and strategy for a number of clients in various fields as well as our own pages.
- Social media management and fulfillment.
- Office operations incl. management, training, creation and refinement of systems, etc.
- Business Development/Sales.
- Event planning and coordination.

2016-2018 TravelPulse/travAlliancemedia

Director of Digital Content (prev. Managing Editor, Senior Editor, Freelance)

- Long-range planning, hiring, firing, partner development.
- Manage a group of daily assignment writers, executing stories from the pitching process through completion.
- Help manage the site’s frontpage, category and trend pages as well as the site’s email newsletter.
- Travel domestically/internationally to tour destinations and accommodations as well as trade shows and client meetings.

2015-2016 FanDuel Inc

Senior Sportswriter

- Lead NFL voice for the largest Daily Fantasy site.
- Responsible for numerous pieces of high-level content each week as well as national and local radio as well as TV appearances.
- Mentored three former NFL players as part of FanDuel’s Fellowship Program.

**NFL National Lead Writer**

- Responsible for four-to-seven columns per week as well as live event coverage, high-quality video production, national and local radio spots and TV spots in numerous local, national & international markets.
- Written content reached over 50 million readers with millions more watching videos, or listening to radio hits.

2011-2012  Associate NFL Editor

- Brainstormed, assigned, managed and copy edited written content to over paid and unpaid NFL writers.
- Managed the @BR_NFL Twitter account

2009-2011  Assignment Editor of the College Sports Writing Internship

- Spearheaded a for-credit college internship and helped build the B/R Internship Program from the ground up.
- Managed college students on the finer points of online sports writing, search engine optimization, self-branding, and social media.

2007-2012  DraftTek Sports Information LLC

**Part Owner/Senior Writer**

2006-2010  Average Joe Sports Show—860AM KNUJ et al.

**Producer/Host**

**Education:**

Martin Luther College (B.A., May 2009)
Michigan Lutheran Seminary (High School, May 2004)

**Awards:**

PFWA Dick Connor Award for Column Writing (2011, 2014)
PFWA Dick Connor Award for News Writing (2014)

**Skills:**

—Communication       —Professional       —Teaching/Coaching
—AP Online Style      —Project Management  —Microsoft Office
—Management           —Social Media      —Google Docs
—Leadership           —Content Creation  —Copywriting
—Meetings/Event Programming —Networking      —Email Marketing
**Hobbies:**
— Avid personal/professional development junkie
— Youth sports coach
— Volunteering at my local church and school

**References**

<table>
<thead>
<tr>
<th>Joel Cordes</th>
<th>Chris Zwirn</th>
<th>Chris Finnicum</th>
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<tbody>
<tr>
<td>Michigan Lutheran H.S.</td>
<td>Entrepreneur/Business Owner</td>
<td>Realtor</td>
</tr>
<tr>
<td>(269) 830-2674</td>
<td>(386) 986-9181</td>
<td>(330) 361-0665</td>
</tr>
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</table>
Council: Tourist Development Council

Established: Flagler County Code Section 19-49, pursuant to Section 125.0104, 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 9 members - Chairman of the Board of County Commissioners, 2 elected municipal officials (1 from the most populous municipality in the County), 3 owners or operators of business subject to tourist development tax, and 3 involved in tourist industry.

Appointment Terms: Appointed for 4 year terms.

Meeting Info.: Meetings are held on the 3rd Thursday of the month at 9:00 a.m. in the Main Board Room of the Government Services Building

Staff Liaison: Matt Dunn, Tourism Director; 386/206-0957

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<tr>
<th>MEMBER</th>
<th>APPOINTMENT</th>
<th>EXPIRATION</th>
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<tbody>
<tr>
<td>Chair Gregory L. Hansen (a) *</td>
<td>12/04/17</td>
<td>11/30/19</td>
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<tr>
<td>Flagler Co. Board of Co. Commissioners</td>
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<tr>
<td>1769 E. Moody Blvd.</td>
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<tr>
<td>Bunnell, FL 32110</td>
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<tr>
<td>County Cell: 386/262-3633</td>
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<tr>
<td>Email: <a href="mailto:ghansen@flaglercounty.org">ghansen@flaglercounty.org</a></td>
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<p>| Commissioner Eric Cooley (a) | 04/02/18    | 04/02/22   |
| City of Flagler Beach        |
| PO Box 70                    |
| Flagler Beach, Florida 32136 |
| Office: 386/517-2000         |
| Cell: 614/554-6919           |
| Email: <a href="mailto:ecooley@cityofflaglerbeach.com">ecooley@cityofflaglerbeach.com</a> |</p>
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<tr>
<td>Mayor Milissa Holland (a)</td>
<td>12/05/16</td>
<td>12/05/20</td>
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<tr>
<td>160 Lake Avenue</td>
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<td>Phone: 386/986-3710</td>
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<tr>
<td>Email: <a href="mailto:mholland@palmcoastgov.com">mholland@palmcoastgov.com</a></td>
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<tr>
<td>Stephen Baker (b)</td>
<td>03/01/15</td>
<td>03/01/19</td>
</tr>
<tr>
<td>Hammock Beach Resort</td>
<td></td>
<td>(appointed 8/1/16 to fulfill term)</td>
</tr>
<tr>
<td>200 Ocean Crest Drive</td>
<td>03/01/19</td>
<td>03/01/23</td>
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<tr>
<td>Palm Coast, FL 32137</td>
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<tr>
<td>Office: 386/246-6589</td>
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<tr>
<td>Cell: 386/517-7176</td>
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<tr>
<td>Email: <a href="mailto:sbaker@hammockbeach.com">sbaker@hammockbeach.com</a></td>
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<tr>
<td>Ryan Crabb (b)</td>
<td>11/17/14</td>
<td>03/01/22</td>
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<tr>
<td>Hampton Inn and Suites</td>
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<td>(Appointed 11/17/14 to fulfill term)</td>
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<td>150 Flagler Plaza Drive</td>
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<tr>
<td>Email: <a href="mailto:ryan.crabb@hilton.com">ryan.crabb@hilton.com</a></td>
<td></td>
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<tr>
<td>Marc Richardson (b)</td>
<td>03/18/19</td>
<td>03/01/23</td>
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<tr>
<td>Hilton Garden Inn Palm Coast</td>
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<tr>
<td>55 Town Center Boulevard</td>
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<td>Palm Coast, FL 32164</td>
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<tr>
<td>Email: <a href="mailto:Marc.Richardson@hilton.com">Marc.Richardson@hilton.com</a></td>
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<td>Pamela Walker (c)</td>
<td>08/20/07</td>
<td>08/20/11</td>
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<tr>
<td>80 Front Street</td>
<td>03/01/16</td>
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<td>Fax: 386/951-1942</td>
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<tr>
<td>Email: <a href="mailto:pam@walkeradventures.com">pam@walkeradventures.com</a></td>
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Revised: March 18, 2019
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<td>Gary Inks (c)</td>
<td>02/05/18</td>
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<tr>
<td>Marineland Dolphin Adventure</td>
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<tr>
<td>9600 Oceanshore Blvd.</td>
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<td>St. Augustine, FL 32080</td>
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<td>Office: 904/461-1565</td>
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<tr>
<td>Email: <a href="mailto:ginks@marineland.net">ginks@marineland.net</a></td>
<td></td>
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<tr>
<td>Michelle Brown (c)</td>
<td>03/01/15</td>
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<tr>
<td>DID NOT ASK TO BE REAPPOINTED</td>
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* Chair

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

NOTE: Term realignments approved by BOCC at February 6, 2012 meeting.
SUBJECT: Bings Landing

DATE OF MEETING: June 3, 2019

OVERVIEW/SUMMARY: Staff has received proposals from Captain’s Bait, Tackle & BBQ, LLC and from the Hammock Community Association. Staff has not had the opportunity to evaluate them fully, having just received them. Staff may have more information to provide as we proceed.

FUNDING INFORMATION: None

DEPARTMENT CONTACT: Jerry Cameron, County Administrator

RECOMMENDATION: Request the Board address the options.

ATTACHMENTS:
1. Captain’s BBQ Lease Proposal
   a. Cover Letter
   b. Settlement Agreement
   c. Amended and Restated Lease
2. Hammock Community Association
   a. Position on Bings Landing
   b. Dennis Clark’s Email of Additional Input for Bings Landing
May 28, 2019

Al Hadeed, County Attorney
Flagler County Board of County Commissioners
1769 E. Moody Blvd., Bldg. 2
Bunnell, Florida 32110

Subject: Captains BBQ – Proposal for June 3, 2019 Board of County Commissioner’s Meeting

Dear Mr. Hadeed:

On behalf of my client, Captains Bait, Tackle & BBQ LLC (“Captains”), I am submitting the following, which accompany this letter:

- Proposed 2019 Amended and Restated Captain’s Bait, Tackle & BBQ Lease at Bings Landing
- Proposed Settlement Agreement

The submittal of the above documents shall not be construed as a waiver or otherwise prejudice any of Captain’s rights under the original lease or the 2018 site plan approval and amended and restated lease.

Captains proposes construction of a new restaurant building on the southern peninsula, referred to in previous discussions as “option 4”, with substantially the same footprint as the existing facility and outside uses. No expansion of the septic system or extension of the Hammock Dunes CDD sewer system to the park is proposed or expected. Captains also agrees to assume all of the costs of designing, permitting and constructing the new building. Since this proposal is a significant compromise from what was approved in the 2018 site plan and amended and restated lease it should be considered Captains’ “final offer” and not subject to further negotiation or compromise.

The Settlement Agreement is necessary because of the process the County has chosen to follow. As you are aware, last year Captains first filed a site plan application, which was recommended for approval or approved by the Technical Review Committee, Scenic A1A Pride
and the Planning and Development Review Board. After that approval was obtained the amended and restated lease was brought before the Board of County Commissioners ("BOCC") for approval. Now we are starting with the lease, which will be the first of many steps to accomplish what Captains is proposing. Until all of the necessary approvals are obtained, and the new building is approved and constructed, Captains cannot and will not release any claims it may have under the original lease, as amended, and the 2018 amended and restated lease. With the process uncertain and the threat of legal challenges from those who oppose a new building for Captains there is no other way my client will be willing to proceed.

I look forward to the BOCC’s discussion and review of Captains proposal at its June 3, 2019 meeting. Please contact me in the meantime if you have any questions or comments.

Sincerely,

Jay W. Livingston

CC: Client
Casey Arnold, Esq.
Sean Moylan, Esq.
Jerry Cameron, County Administrator
SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into as of the Effective Date (defined below) by FLAGLER COUNTY, a political subdivision of the State of Florida, located at 1769 E. Moody Blvd., Building 2, Bunnell, Florida 32110 (the “County”), and CAPTAIN’S BAIT, TACKLE & BBQ, LLC, a Florida limited liability company, located 5862 N. Oceanshore Blvd., Palm Coast, Florida 32137, and whose business address is 13 Capri Court, Palm Coast, 32137 (the “Captains”). Together, the Lessor and Lessee, collectively may be referred to as the “Parties”.

RECITALS

A. The parties entered into the Captain’s Bait, Tackle, & BBQ Lease at Bings Landing, effective as of the 1st day of September 2011, as amended by a First Amendment dated April 20, 2015, and as amended by a Second Amendment dated June 6, 2016 (collectively the “Lease Agreement”) for approximately 4,424 square feet of building space plus appurtenances thereto located at 5862 N. Oceanshore Blvd., Palm Coast, Florida at Bing’s Landing Park, Flagler County, Florida (the “Original Location”);

B. The Lease Agreement permitted the Lessee to use the Original Location for a BBQ restaurant known as Captains BBQ, as well as other uses as provided therein;

C. The Lease Agreement memorialized that the Lessee expanded and made significant investments for improvements to the Original Location as approved by the Lessor;

D. The Parties have discovered that the Original Location suffers from significant structural deficiencies, defects and deterioration, which is well beyond normal wear and tear and not caused by lack of maintenance or repair, that renders the Original Location unsuitable for the Lessee’s intended use and occupancy for the remainder of the present term of the Lease Agreement;

E. In an effort to remedy the structural deficiencies at the Original Location, the Parties entered into an amended lease on November 18, 2018 that contemplated the construction
of a new building (the “Amended Lease”). The Amended Lease was accepted and agreed to by the County Commission on November 18, 2018 and fully executed by the parties on November 30, 2018;

F. On November 13, 2018, the Flagler County Planning and Development Board approved Application #3158 for Site Development Plan for a Public Use authorizing the development of a new building at Bings Landing as more specifically described in the Amended Lease;

G. On December 3, 2019, after receiving objections to the Amended Lease by several local citizens, the County Commission held a vote in an attempt to unilaterally rescind the Amended Lease;

H. The record of the December 3, 2019 County Commission meeting is unclear as to whether the County Commission voted to rescind or reconsider the Amended Lease;

I. The action to reconsider or rescind the Amended Lease was taken during the Commissioner Comment portion of the December 3, 2019 County Commission meeting and the measure was not published on the agenda or previously noticed prior to the meeting;

J. Captains’ has asserted claims for both equitable and monetary relief against the County regarding its unilateral attempt to rescind the Amended Lease and non-performance under the terms of the Amended Lease. Captains has also asserted that the terms of the Amended Lease remain valid and enforceable despite the County Commissions rescission vote (the “Claims”).

K. After being fully advised by their respective counsel, and in order to avoid prolonged and costly litigation, the Parties wish to mutually resolve the disputes between them relating to the Claims. For that purpose, the Parties enter into this Settlement Agreement.
L. As part of this Settlement Agreement, the Parties have agreed to enter into the New
Lease, as contemplated below, for the construction of a new restaurant facility at the New Location,
as defined in the New Lease (the “New Building”). The Parties recognize that Captains will need
to secure site plan and land development approvals for the New Building from Flagler County as
well as other permits and licenses from other governmental agencies before the New Building can
be constructed and Captains can commence its business operations thereon. The Parties further
anticipate that objections may be raised to any approval, permits and licenses by certain private
citizens, and the terms of this Settlement Agreement are meant to account for exigent
circumstances that may arise from the effect of any such objections.

M. By their execution of this Settlement Agreement, each of the Parties affirms,
warrants, and represents the following with respect to the Claims settled pursuant to this Settlement
Agreement:

1) Each Party has not previously sold, assigned or transferred to any other
person or legal entity its rights or interests with respect to such Claims;

2) Each Party is the respective owner of, and real party in interest with respect
to, the Claims;

3) Each Party has had adequate advice of counsel and access to sufficient
information to enable him or her to assess the fairness and adequacy of this Settlement
Agreement and, consequently, each Party enters into this Settlement Agreement based on
such assessment;

4) Each Party has full, complete, and exclusive authority to enter into this
Settlement Agreement; and

5) This Settlement Agreement shall bind and inure to the benefit of each
respective Party and, as applicable, their respective successors and assigns.

AGREEMENT

In consideration of the mutual promises and agreements set forth herein, the Parties agree
as follows:
1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into this Settlement Agreement as material terms.

2. **Amended Lease.** Simultaneous with the approval of this Settlement Agreement, the Parties agree to enter into the lease attached hereto as Exhibit A (the “New Lease”), the terms of which are incorporated herein by reference. The Parties agree that the New Lease will supersede and replace the terms of the Amended Lease, except as specifically provided for therein. The Parties further agree that the terms of this Settlement Agreement shall control over the terms of the New Lease.

3. **Right to Cancel.** Upon the occurrence of one of the following events, Captains shall have the right, upon ten (10) days’ notice, to unilaterally cancel the New Lease: (i) the denial of any site plan or permit application for the New Building; (ii) the denial of any permitting application related to sewer and water use at the New Building; (iii) the denial of any zoning or land use changes related to the construction of the New Building; or (iv) the failure or inability of the County to issue a Certificate of Occupancy for the New Building. Upon cancelation of the New Lease, the Parties agree that they will be bound by the terms of the Amended Lease, which will be in full force and effect as if it had not been superseded by the New Lease. This right to cancel shall end upon all of the following: (i) the approval of a site plan for the New Building; (ii) the issuance of a building permit to construct the New Building; (iii) Captains obtaining all of the required permits and licenses to operate a restaurant at the New Building; and (iv) Captains commencing its business operations at the New Building.

4. **Tolling of Claims.** The Parties deem it to be in their mutual and individual best interest for the Claims not be asserted in litigation at this time and they desire to: (i) explore resolution of the Claims without a lawsuit being filed; and (ii) avoid the expense and uncertainty of litigation of the Claims if possible. The time period extending from the Effective Date through and including the date that Captains commences its business operations at the New Building shall not be counted in determining the time in which either Captains or the County, or their respective successors and affiliates, shall be required by any applicable statutes of limitation, statutes of repose or other time-based defenses, all of which are hereby tolled, to file any action, claim or defense against each other with respect to any of the Claims or Defenses which either Captains or the County may now have, or in the future may have, against the other arising from or related in any way to the matters stated in the above Recitals.

5. **Damages.** The Parties agree that upon default or breach of this Agreement, including any event constituting a Right to Cancel, that Captains shall be entitled to recover any and all expenses, costs, or losses whether actual, general, nominal, consequential or compensatory, past, present or future, including all attorney’s fees, costs and expenses incurred that relate to in anyway the Claims, the New Lease, or Captain’s business operations under the terms of any of the leases with the County referenced herein. No remedy conferred by any of the specific provisions of this Agreement or any other transaction document is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise; and the election of any one or more remedies by any Party shall not constitute a waiver of the right to pursue other available remedies.
6. **Mutual Release.** Upon execution of the Settlement Agreement and subject to the terms stated below, and in consideration of the mutual promises and covenants herein, the Parties hereby mutually release, absolve and forever discharge each other and their respective agents and representatives, including, but not limited to where applicable, their respective successors, past and present employees, insurers, officers, directors, trustees, assigns and attorneys, from any and all demands, causes of action, losses, damages, liabilities, actual damages, compensatory damages, punitive damages, attorneys' fees, interest, costs, other special damages, general damages, and related claims, and/or equitable relief, of any kind or nature, whether direct or indirect, contingent, liquidated or unliquidated, known or unknown, suspected or unsuspected, foreseen or unforeseen, in law or in equity, which the Parties have or may have had from the beginning of time to the date of this Agreement arising from or in any way connected to, the facts or circumstances giving rise to the Claims (the “Released Matters”).

The Released Matters expressly do not include: (i) the Parties’ respective obligations under this Settlement Agreement or any claims for breach thereof.

This Mutual Release provision is intended to be a release of past, present, and future claims as to the Released Matters. The herein recited consideration is the full, complete, and entire consideration for this Mutual Release, and there is no agreement, oral or written, express or implied, whereby the undersigned are to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstances or condition, any further consideration of any kind whatsoever from the other Party hereto for or on account of the Released Matters, except for their obligations under this Settlement Agreement.

In consideration of the promises set forth herein, the undersigned Parties hereby agree that they will not directly or indirectly hereafter file or institute in any court or forum, or with any agency, any suit, claim or action against each other arising out of the Released Matters and that as to any such suit, claim, or action that nevertheless may be hereafter brought on account or in respect of the Released Matters, this Release shall be a complete and conclusive defense.

This Mutual Release shall not become binding until a certificate of occupancy is issued for and Captains commences its business operations in the New Building. This Mutual Release shall be considered null and void if Captains exercises its Right to Cancel, as stated in Section 3.

7. **No Admissions of Liability.** Neither the fact of settlement negotiations, the consideration recited in this Settlement Agreement, nor this Settlement Agreement itself, shall be considered an admission of, or constitute evidence of, any liability for, or any validity or invalidity of the Claims.

8. **No Drafter.** Because this Settlement Agreement is the product of negotiations between the Parties, for purposes of construction of the Settlement Agreement, no Party shall be deemed the drafter.

9. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries of this Settlement Agreement. Rather, it is expressly intended by the Parties that no third party may enforce or obtain relief under this Agreement.
10. **Severability.** If any clause, phrase, provision, or portion of this Settlement Agreement, or the application thereof to any Party or circumstance, is later found to be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Settlement Agreement or any other clause, phrase, provision or portion thereof.

11. **Governing Law and Forum Selection.** This Settlement Agreement shall be construed under the laws of the State of Florida without regard to its choice of law principles. Venue for any action arising from or relating to this Settlement Agreement shall be in the Florida Seventh Judicial Circuit, Flagler County.

12. **Entire Agreement.** The undersigned have read this Settlement Agreement and understand its import, tenor and effect, which contains and sets forth the entire Settlement Agreement. The undersigned agree that there is no part of the Settlement Agreement that is not fully, completely, and accurately set forth herein. All prior negotiations and discussions between the Parties regarding the matters recited herein are superseded and are merged into, and are fully integrated with this Settlement Agreement.

13. **Attorneys’ Fees and Costs.** The Parties shall each bear their own respective attorneys’ fees, expenses, and costs incurred with respect to the Claims, and the negotiation and implementation of this Settlement Agreement.

14. **Modification.** Any modifications to this Settlement Agreement must be in writing and signed by all Parties.

15. **Effective Date.** The “Effective Date” of this Settlement Agreement shall be the date on which the Settlement Agreement is executed by all Parties, in whole or in counterparts.

16. **Notices.** All notices, demands, consents, requests, approvals, or other notifications or communications required or permitted under this Agreement shall be in writing and sent by both certified mail and email to the following:

If to Captains:

Michael Goodman
13 Capri Court
Palm Coast, Florida 32137

Jay W. Livingston, Esq.
Livingston & Sword, P.A.
393 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

If to County:

Flagler County
Attn: County Administrator
1769 E. Moody Blvd. #2, Suite 301
Bunnell, Florida 32110

Flagler County
Attn: County Attorney
1769 E. Moody Blvd., Bldg. #5
Bunnell, Florida 32110
17. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one document.

[Rest of page intentionally left blank; signatures on following page.]
IN WITNESS WHEREOF, the undersigned have caused these presents to be signed.

Date of Approval: _________________________, 2019

ATTEST: 

Tom Bexley, Clerk and Ex Officio Clerk to the Board

Donald O’Brien, Jr., Chairman

Flagler County Board of County Commissioners:

Approved as to form:

______________________________

Albert Hadeed

County Attorney.
WITNESSES:

Witness Signature

Print Name

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

By: Grace A. Goodman, Managing Member

Witness Signature

Print Name

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ___ day of __________, 2019, by Grace A. Goodman, the Managing Member of Captain’s Bait, Tackle & BBQ, LLC, on behalf of the company. She ___ is personally known to me or ___ has produced a driver’s license as identification.

NOTARY PUBLIC

Print Name
2019 AMENDED AND RESTATED CAPTAIN'S BAIT, TACKLE & BBQ LEASE AT BINGS LANDING

This Amended and Restated Captain’s Bait, Tackle & BBQ Lease at Bings Landing (“2019 Amended Lease”) is made and entered as of the ___ day of June, 2019, by FLAGLER COUNTY, a political subdivision of the State of Florida, located at 1769 E. Moody Blvd., Building 2, Bunnell, Florida 32110 (the “Lessor”), and CAPTAIN’S BAIT, TACKLE & BBQ, LLC, a Florida limited liability company, located 5862 N. Oceanshore Blvd., Palm Coast, Florida 32137, and whose business address is 13 Capri Court, Palm Coast, 32137 (the “Lessee”). Together, the Lessor and Lessee, collectively may be referred to as the “Parties”.

W I T N E S S E T H:

WHEREAS, the parties entered into the Captain’s Bait, Tackle, & BBQ Lease at Bings Landing, effective as of the 1st day of September 2011, as amended by a First Amendment dated April 20, 2015, and as amended by a Second Amendment dated June 6, 2016 (collectively the “Lease Agreement”) for approximately 4,424 square feet of building space plus appurtenances thereto located at 5862 N. Oceanshore Blvd., Palm Coast, Florida at Bing’s Landing Park, Flagler County, Florida (the “Original Location”);

WHEREAS, the parties entered into the Amended and Restated Captain’s Bait, Tackle & BBQ Lease at Bings Landing, as approved by the Board of County Commissioners of Flagler County, on November 19, 2018 and fully executed by the parties on November 30, 2018 (the “2018 Amended Lease”);

WHEREAS, the parties have agreed to replace the Lease Agreement and 2018 Amended Lease with this 2019 Amended Lease, subject to the provisions hereof, and any separate settlement and release agreement that may be entered into by the parties related to the 2018 Amended Lease;
WHEREAS, the Lease Agreement permitted the Lessee to use the Original Location for a BBQ restaurant known as Captains BBQ, as well as other uses as provided therein;

WHEREAS, the Lease Agreement memorialized that the Lessee expanded and made significant investments for improvements to the Original Location as approved by the Lessor;

WHEREAS, the Lessee has exercised an option to extend the present term of the tenancy created by the Lease Agreement for an additional five (5) years through and until August 31, 2026, with one additional five (5) year extension subject to the mutual consent of the Parties;

WHEREAS, the Parties have discovered that the Original Location suffers from significant structural deficiencies, defects and deterioration, which is well beyond normal wear and tear and not caused by lack of maintenance or repair, that renders the Original Location unsuitable for the Lessee’s intended use and occupancy for the remainder of the present term of the Lease Agreement;

WHEREAS, the Lessee has agreed to pay for the cost of the design, permitting and construction of a new building consisting of approximately 4,500 square feet +/- of building space, with an overall footprint of all uses of approximately 5,200 s.f., all adjacent to the Original Location and to be constructed on the south peninsula of the original Bings Landing Park acquisition shown in Exhibit “A” (the “New Location”);

WHEREAS, the Lessee anticipates that the cost to Lessee for the design, permitting and construction of the New Location will be approximately $1,000,000.00;

WHEREAS, the New Location will be the property of the Lessor subject to the Lessee’s tenancy;

WHEREAS, the Lessor has agreed to allow the design, permitting and construction of the New Location to commence immediately upon the Effective Date of this 2019 Amended Lease so
that the restaurant and other activities at the Original Location can continue to operate without interruption;

WHEREAS, after the New Location is ready for occupancy the Lessee will relocate its operations and the Lessor shall cause the demolition and removal of the Original Location;

WHEREAS, the Parties agree to extend the term of the Lease Agreement to allow the Lessee to amortize the significant costs to design, permit and construct the New Location;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend and restate the Lease Agreement, as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated hereby by this reference.

Section 2. Property. Lessee presently leases the Original Location from Lessor as described in the Lease Agreement. Lessor shall continue to lease the Original Location to Lessee until the design, permitting and construction of the New Location is completed. The Lessor agrees to lease the New Location, as generally depicted in Exhibit “A”, to the Lessee after the New Location is designed, permitted and constructed. Lessee shall be permitted to use the Original Location for all uses allowed in the Lease Agreement until the New Location is ready for occupancy and occupied by the Lessee.

Section 3 Use of the New Location. Lessee may use the New Location for a restaurant known as and to be called “Captains BBQ”, bait sales, and a convenience and concession operation, including, but subject to the limitations contained herein: packaged food and alcoholic and non-alcoholic beverage sales, concession sundries, promotional apparel, ice and similarly related items for public sale. The Lessee shall also be permitted to have BBQ cookers, firewood,
propane tanks, and related items outdoors, which shall be used to produce food for sale and consumption at the New Location. Any modification of the use of the New Location, as herein described, shall only be by the express written consent of the Lessor, provided, however, that any subsequent modification shall be consistent with the uses and conditions stated in this 2019 Amended Lease and Section 6 (Lessee Acknowledgement).

All other uses of Bings Landing by Lessee may include using pavilions and holding special events such as fishing tournaments and live entertainment/music and shall be handled like any other such park usage requests in accordance with the rules and regulations of Flagler County, as may exist at the time the pavilion usage or special event is proposed to occur. The Lessee shall have no special privilege with regard to any other park facilities outside the leased premises except as provided for herein.

Section 4. Improvement Requirements/Obligations of the Lessee.

a. General – Lessor hereby gives its consent for and authorization to Lessee to submit an Application for Site Development Plan pursuant to the requirements of the Flagler County Land Development Code for a restaurant at the New Location consisting of approximately 4,500 square feet of building space and an overall footprint, including outside uses, of approximately 5,200 square feet. All construction shall, at a minimum, meet the Florida Building Code (the “Code”), to include but not be limited to the applicable building elevation to avoid flooding, ADA requirements, and permitting/construction standards of the Code. All structures shall be constructed on a stem wall, pilings, or other approved foundation method to minimize the necessity for fill and subsequent destruction of trees and to avoid, as reasonably practicable, flooding of the structure. All uses and structures for the New Location shall fit within the area generally described in Exhibit “A” or
approximately 5,200 s.f. of total building/space footprint shown on Exhibit “A” (Main Building with porch approximately 4,500 s.f.) and the approved site plan. All construction within the New Location shall be at Lessee’s Expense, unless mutually agreed upon by the Parties. The fact that construction expenses are borne by the Lessee shall not be understood to preclude any labor or minor construction assistance by the Lessor. Lessor agrees to and shall purchase materials for the construction of the new facility at the New Location. Lessee shall reimburse Lessor for any such purchase of materials within five (5) days of a request by Lessor for such reimbursement.

b. Timeframes In Constructing At New Location – All permits shall be obtained, and construction shall commence within 12 months from the date a site plan for the New Location is approved according to the Flagler County Land Development Code, except as otherwise provided herein. Construction shall be complete at the New Location as evidenced by a certificate of occupancy no later than 30 months from the date a site plan for the New Location is approved according to the Flagler County Land Development Code, except as otherwise provided herein. Upon issuance of such certificate of occupancy, the constructed real estate improvements shall become the property of Flagler County. The Lessee shall occupy the new facility no later than 36 months from the date a site plan for the New Location is approved according to the Flagler County Land Development Code, except as otherwise provided herein. In the event that any approval by Flagler County or any State or Federal agency necessary for Lessee to design, construct and occupy the New Location, including without limitation, the approval of this 2019 Amended Lease and any site plan approval for the new location, is appealed or otherwise challenged administratively or in a court of competent jurisdiction then all time periods
specified herein shall be tolled until the final disposition of the matter or matters subject to such challenge or appeal. Final disposition shall mean to include the exhaustion of all appeals.

c. Main Building – The main building, including any deck area shall be constructed with Cracker or Caribbean island architectural style. The square footage of the main building will be approximately 4,500 s.f. with additional outside uses, that may or may not be under roof. If the roof of the main building is metal, it will be a standing seam metal roof. Otherwise, a shingled roof is permitted provided it is a 50-year shingle or greater and matches the color of other shingle roofs on site (other than the Original Location). The construction may be masonry or frame or some combination thereof, however, the exterior finish shall be a finished concrete Hardie Board siding in order to mimic the styles mentioned above. Windows shall be single hung, vinyl low E windows or equivalent. The main entrance into the premises shall face north. The final materials and color of all exterior elements shall be approved by the Parties. The general interior layout and finishes shall be at the discretion of the Lessee. Changes to the above requirements may otherwise be approved by the General Services Director.

d. Outside Area – Any areas outside the New Location to be used by Lessee shall be screened from view with a six (6) foot opaque screening, shadow box wood fence or solid wood fence, stained, painted, or natural, as finally approved by the Lessor’s General Services Director. Such outside area also may be permitted to be covered at the expense of the Lessee, subject to the approval of the General Services Director. Shorter screening of the same type may be permitted around any HVAC unit, grease tank or other visible feature for safety or operational reasons.
e. Landscaping – The outside of the building or screen fence shall generally be lined with non-deciduous shrubs and additional shrubs, flowers, and landscaping incorporated into the New Location. The shrubs shall be non-deciduous and at least thirty (30) inches upon planting.

f. Maintenance – Maintenance of the New Location shall be solely the responsibility of the Lessee with the exception of the landscaping/planting, which shall be the responsibility of the Lessor. The Lessee shall be responsible for the maintenance of the new constructed facilities regardless of whether the County assisted in the construction or the purchase of materials as provided herein.

Section 5. Improvement Requirements/Obligations of the Lessor.

a. General – All improvements outside the leased premises shall be at the Lessor’s expense unless otherwise specified herein or mutually agreed upon by the Parties.

b. Site Plan Application. The Lessor recognizes and acknowledges the significant time and expense that Lessee invested in the site plan approval for a new restaurant building at the location described in the 2018 Amended Lease and agrees to waive any additional application fees or other costs from the Lessee that would otherwise be required for the site plan application for the New Location.

c. Boat Parking – The Lessor shall work to create up to four (4) longer-term (1 hour +/-) boat parking spaces on the south side of the boat basin yet still retain the canoe/kayak launch. Such new boat parking spaces may or may not be physically feasible or permittable. The Lessor shall have thirty-six (36) months after the New Location is occupied to provide any boat parking spaces. Lessor’s obligation to provide the additional parking shall not be subject to the default provisions under this 2019 Amended Lease, nor subject to specific
performance remedies, as the arrangement of parking within the boat basin park is within the sovereign planning function of Flagler County.

The Lessor agrees to maintain/enforce the boat parking within the boat basin as transitory boat loading and unloading and short-term parking and shall specifically precluded any boat leasing/rental/sales etc., within the marina basin unless otherwise mutually agreed upon by the Parties.

d. Construction Assistance – The Lessor at the Lessee’s written request shall agree to assist the Lessee and its general contractor (who will secure permits for the New Location) in the management, coordination, and oversight of construction and purchasing of materials at and for the New Location at no cost to Lessee. By requesting such assistance, the Lessee acknowledges that the Lessor or its agents shall bear no financial responsibility whatsoever for any of the construction of the New Location. In addition, Lessee shall hold Lessor and Lessor’s representatives performing such assistance harmless in addition to any other protection afforded to Flagler County by sovereign immunity.

e. Maintenance – All areas and improvements outside the New Location shall be the maintenance responsibility of the Lessor unless otherwise agreed upon in writing by the Parties.

Section 6. Lessee Acknowledgment. Lessee acknowledges that Bings Landing park is a unique environmental, recreational and historical park facility that: (i) is located on the A1A National Scenic Byway; (ii) is part of the Flagler County Coastal Greenway; (iii) is adjacent to a National Estuarine Research Reserve of the United States; (iv) includes historical resources that are listed on the National Register of Historic Places; and (v) has received national and state awards for its historical, environmental, and scenic qualities. Lessee acknowledges that Lessor has
achieved these characteristics and attributes with substantial investments of its funds and staff, numerous grants from the State of Florida and the federal government, and broad-based volunteerism from its citizens and civic groups. Lessee further acknowledges that it will operate its facilities and services to the public in recognition of and in respect to these attributes and the parks importance to the citizens of Flagler County and the State of Florida. Lessor agrees that Lessee shall be free to utilize the attributes and qualities of the park in its promotion of its business interests and in its service to the public.

Section 7. Term. The term of the Lease Agreement ends on August 31, 2026, which is hereby affirmed and acknowledges as the remaining term in the original Lease Agreement as amended. In order to allow Lessee to amortize the significant funds it will invest for the design, permitting and construction of the New Location. Lessee is hereby granted three (3) options to renew for three (3) additional five (5) year periods after the end of the remaining term. If Lessee decides to exercise an option as provided herein, Lessee shall give written notice to Lessor at least ninety (90) days before the expiration of the remaining term, as specified above, or prior to the end of the first option period, if exercised by Lessee. If Lessee exercises both of the renewal options described above, then, at the end of the additional fifteen (15) year option period (August 31, 2041), this 2019 Amended Lease may be renewed for an additional five (5) year period upon the mutual agreement of both parties.

Section 8. Rent. Lessee shall continue to pay the rent in effect under the Lease Agreement until the date that Lessee has relocated its business operations to the New Location (the “New Rent Commencement Date”) at which time the rent shall be $4,000.00 per month. However, to recognize the significant costs to Lessee for the design, permitting and construction of the New Location, the rent amount shall be reduced by $3,000.00 per month to $1,000.00 per month. It
shall remain at $1,000.00 per month for the first five (5) years after the New Rent Commencement Date, without any annual adjustments. Thereafter, the amount of the $1,000.00 monthly rent payment shall be adjusted annually by three percent (3%) for the remaining term of the 2019 Amended Lease, including any extensions. Payments shall be due on the first day of each month and shall be considered late if not paid by the fifteenth (15th) day of each month and shall include any applicable sales taxes.

In addition to the rent specified above, Lessee shall be responsible for payment of all utility fees and deposits for water, wastewater and electricity to the extent those utilities are separately metered for the New Location and the uses occurring thereon. In the event that any of the above utilities are not separately metered for the New Location then those utilities shall be the responsibility of the Lessor unless otherwise agreed to by the Parties in writing. The Lessor shall have the ability to sub-meter the water service for the facilities.

During any period of time during which the Original Location or the New Location is partially or totally destroyed, damaged or otherwise rendered unusable or untenantable by a natural disaster or other casualty that is not caused by the gross negligence or willful act of Lessee or its agents, employees, contractors or invitees, the monthly rent shall be abated until such time as the damaged or destroyed premises is replaced or restored so that the Lessee can commence or recommence its business operations as permitted in this 2019 Amended Lease.

Section 9. Security Deposit. The Lessor is already in possession of a security deposit from Lessee of $1,000.00 under the Lease Agreement, which shall serve as and constitute the security deposit under this 2019 Amended Lease. No additional security deposit payments shall be required from Lessee under this 2019 Amended Lease except as specifically provided in this paragraph. The security deposit shall be forfeited upon Lessee’s failure to perform all the terms, covenant,
and conditions of this 2019 Amended Lease, including any repair or maintenance responsibility. Lessor shall have the right, but not the obligation, to apply all or any part of the security deposit to cure any default of Lessee, and if the Lessor does so, Lessee shall, upon demand, deposit with Lessor the amount necessary so that Lessor shall at all times have on hand the full deposit during the term of this Lease and renewals thereof. Lessee’s failure to pay the Lessor a sufficient amount to restore the security deposit to the above amount within seven (7) days after receipt of demand therefor shall constitute a breach of this 2019 Amended Lease. No interest shall be payable by Lessor to Lessee on the security deposit. Should Lessee comply with all of the terms, covenants, and conditions and promptly pay all of the rental installments as they become due, and all other sums payable to Lessor by Lessee hereunder, the security deposit shall be returned to the Lessee at the end of the term of this 2019 Amended Lease, or any renewal period thereof, after Lessee has vacated the New Location in a condition reasonably acceptable to Lessor, ordinary wear and tear excepted.

Section 10. Late Charge. Ten (10) calendar days after each rental payment is due, there will be a late charge of five percent (5%) assessed on all unpaid amounts, which are due and payable by the Lessee. Such late charge shall be assessed at five percent (5%) per month for each month or part thereof that the rental amount(s), including applicable sales taxes, are overdue.

Section 11. Operations. Lessee is not authorized to operate any business on the New Location outside of the scope of what is permitted in Section 3 of this 2019 Amended Lease without written authorization from Lessor. Lessee shall, at a minimum, operate and be open six (6) days per week from the hours of 10:30 am to 7 pm during the term of this 2019 Amended Lease and any renewals thereof, excluding bait sales, which shall operate on a seasonal basis as determined by Lessee, in its sole discretion, based on demand. Lessee shall have the option to extend or modify the hours
of operation of the restaurant upon the approval by the County’s Director of General Services provided such hours are not reduced by more than 25% overall and that such hours do not extend before 6 am, nor later than 11 pm.

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

**Section 12. Taxes.** Lessee shall be responsible for the payment of any and all taxes levied or assessed upon any personal property, fixtures, improvements, located at the New Location and owned by Lessee, sales taxes on goods sold, rented, or commissioned by Lessee from the New Location, and all leasehold and possessory interest taxes levied or assessed by any taxing authority. Unless otherwise specified herein, the payment of the taxes described above shall be paid directly to the appropriate taxing authority by Lessee.

**Section 13. Lessee and Lessor; Alterations and Improvements.** To implement the uses contained in Section 3, the Lessee may, at its sole cost and expense, construct improvements that may be necessary and desirable for its use of the New Location, subject to Lessor’s approval which shall not be unreasonably withheld. Lessor’s approval for minor, nonstructural work that does not require permits shall be obtained from the General Services Director in writing. For all other alterations, Lessee must obtain proper permits as well as written approval from the County Administrator or his/her designee prior to permit application. All changes, alterations, or improvements to the New Location are to be constructed and designed in accordance with the overall scheme for Bings Landing Park and in a workmanlike manner, and should be constructed in compliance with applicable laws, rules, regulations and codes. Any alteration or construction
is subject to the Florida Building Code and may be reviewed by the County’s Technical Review Committee for compliance. Lessor approves and consents to the New Location as generally shown in Exhibit “A”. Exhibit “A” is not necessarily to scale. All of Lessee’s equipment, furnishings and other property that is not permanently attached to the New Location shall remain the property of and be removed by Lessee from the New Location at the end of the term of this 2019 Amended Lease or the earlier termination thereof.

Section 14. Construction Liens. The New Location shall not be subject to any contractor or materialmen’s liens or other encumbrances. Not less than five (5) calendar days before any construction materials or services are provided to Lessee, Lessee shall post on the New Location and record a notice of non-responsibility of Lessor, giving notice that Lessor is not responsible for payment of such materials, unless such materials are purchased by Lessor as provided herein, or services and that the New Location subject to this 2019 Amended Lease, as public property, is not subject to liens. If, because of Lessee’s act or omission, any construction lien, claim of lien, or professional lien is recorded in the Public Records of Flagler County, Florida, pursuant to Chapter 713, Florida Statutes, or any amended or successor statute, which encumbers any portion of the New Location or Bings Landing Park, then Lessee shall, at its own expense and cost, cause said liens to be discharged, released or satisfied within fifteen (15) calendar days of receipt of notice of the recording of any such lien. Lessee may not lien or otherwise encumber for any purpose the improvements at the New Location or any portion of Bings Landing, which are and shall remain County Property.

Section 15. Repairs and Maintenance Generally. When Lessee assumes occupancy of the New Location, Lessee shall keep the New Location and all equipment, fixtures, and furnishings located thereon in good condition and repair. Lessee acknowledges and agrees to implement adequate
measures and exercise reasonable diligence to collect and control trash and refuse generated by its use of the New Location so that such trash and refuse is properly placed in present receptacles and those to be placed on the New Location and that such trash and refuse conditions are not causing littering of the park. Lessee shall secure and install a dumpster from the local waste management provider at a location mutually agreeable to the Parties and properly screened as provided herein for outdoor storage. In addition, Lessee agrees that its food service operations will result in the generation of grease and shall ensure that proper grease traps are in place and in working order to include any grease removal, serving the New Location at its sole cost and expense as may be required, by the appropriate waste management provider. The Lessor will be responsible for the maintenance and upkeep of the septic system to include any necessary pumping, maintenance and repair.

Lessor is responsible for maintaining the trees and the grounds and Lessee shall be responsible to maintain and repair all other components/elements located with the New Location.

Section 16. Compliance with Laws. Lessee shall, at its own cost and expense, comply with all applicable federal, state and local laws, and rules and regulations pertaining to Lessee’s use of the New Location, as they may be amended from time to time, including, without limitation, any seating capacity limitations imposed by the sanitary sewer system serving the New Location.

Section 17. Peaceful Possession and Quiet Enjoyment. The Lessee and its customers shall have the right of ingress, egress, and of free access to the New Location during the times Bings Landing is open to the public and the Lessor guarantees the peaceful possession and quiet enjoyment thereof to the extent possible with a public park facility and the special events that will occur at the park from time to time. Lessor reserves the right to designate short-term vehicle parking spaces and boat-docking spaces for use by Lessee’s customers as stated herein.
Section 18. Prohibited Activities. The following operations, activities and uses are specifically prohibited on the New Location:

a. The keeping or storage of flammable liquids inside the New Location, except for propane used for cooking.

b. The keeping or storage of corrosive or poisonous chemicals or chemical compounds other than normal commercial cleaning supplies used in a restaurant as permitted by applicable laws and regulations. No corrosive or poisonous chemicals or chemical compounds other than normal commercial cleaning supplies shall be stored, handled or dispensed in any manner.

c. Any improvements to or use of the property that unreasonably interferes with the use or enjoyment of adjacent or nearby properties leased or licensed to other tenants or users by Lessor.

d. Any use of the Leased Premises that would interfere with or adversely affect the operation or maintenance of Bings Landing Park or would otherwise constitute a hazard to the public.

e. Any use that would constitute a violation of any applicable federal, state or local law or regulation.

f. The dumping, storage, disposal, or incineration of junk, sewage, garbage or refuse.

g. Smelting.

h. The storage of any motor vehicles, equipment, or machinery not directly used by Lessee in its operations.

i. No animals of any kind shall be kept on the site, except that service animals and seeing-eye dogs are specifically permitted on site.
Section 19. **Assignment or Subletting.** Lessee may not sublet all or any part of the New Location or assign this 2019 Amended Lease without the express written consent of the Lessor. The assignment or sublease shall incorporate and be subject to all of the provisions in this 2019 Amended Lease. No assignment or sublease shall relieve the Lessee of its obligation to pay the rent provided for in this 2019 Amended Lease in the event of a default by the sublessee or assignee unless Lessee is specifically relieved of that obligation in writing by Lessor. Lessee shall send Lessor a copy of the proposed assignment or sublease not less than sixty (60) calendar days prior to its proposed execution and Lessor shall send Lessee notice of its consent or refusal to consent not less than thirty (30) calendar days thereafter. The Lessor may require any approved sublessees or assignees to post an additional security deposit in such sum as the Lessor may in its absolute discretion deem appropriate as a condition to approving any such sublease or assignment.

Section 20. **Insurance, Indemnity and Hold Harmless.** Lessee shall indemnify and hold Lessor harmless against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys’ fees, paralegal fees, expert witness fees, consultant fees and any other litigation expense of any kind or nature, including those incurred on appeal or in settlement or mediation, arising out of or in any way connected with the Lessee’s use, occupancy, management or control of the New Location, or the act or omission of Lessee or its agents, servants, employees, customers, patrons or invitees at or on the New Location. Lessee shall, at its own expense, procure and maintain liability insurance in a form acceptable to the County Administrator and/or Purchasing Manager from an insurer authorized to do business in Florida. This insurance shall have a minimum limit of liability of $1,000,000 combined single limit for bodily injury, property damage, premises, and operations liability.
including food liability and dram shop liability on a claim made basis. All policies shall cover all
uses and activities conducted by the Lessee on the Original Location and the New Location.

Lessee shall at its own expense procure and maintain insurance sufficient to repair or
replace the New Location, including, without limitation, any fixtures or contents belonging to the
Lessor which are damaged as a result of the acts of Lessee, its employees, agents or customers, or
by any failure of Lessee to perform its obligations hereunder. If the Lessor must procure and
maintain such insurance because it is the owner of the New Location, then the Lessee agrees to
and shall fully reimburse Lessor for the cost of such insurance.

The above indemnity provisions shall not apply to damage or liability brought on by a
natural disaster, Act of God or other event beyond the control of the Lessee and not related to its
operations on the Leased Premises. Lessor, as the owner of the improvements constructed by
Lessee, at its expense, at the New Location, shall maintain insurance sufficient to repair or replace
all improvements at the New Location which are damaged as a result of a natural disaster, Act of
God or other event beyond the control of the Lessee and not related to its operations on the Leased
Premises. In the event that the Lessor fails to repair or replace all improvements at the New
Location as provided in this paragraph the Lessee shall have the option to (i) terminate this lease
and be relieved of any and all of its obligations hereunder or (ii) pursue any and all legal and
equitable remedies available to Lessee under this 2019 Amended Lease and applicable law.

Section 21. Nonliability of Lessor to Lessee. Lessor shall not be liable to Lessee, or its agents,
representatives, invitees or employees, or any other person, for injury to or death of any of them,
or for any damage to any of Lessee’s property or loss of revenue caused by any third persons in
the maintenance, construction or operation of the concession, its appurtenances, facilities or
equipment, or caused by any third persons using the concession or its appurtenances, facilities and
equipment, whether the injury, death or damage is due to negligence or not. Third persons, as used in this section, shall include the United States of America and the State of Florida, or any of their agencies, and all other persons.

Section 22. Lease Not A Joint Venture. Nothing contained in this 2019 Amended Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint ventures between Lessor and Lessee or as constituting either party as the agent or representative of the other party for any purpose or in any manner.

Section 23. Exclusivity. Lessee shall have the exclusive right to sell food to the public at Bings Landing. Additionally, the Lessee shall have the exclusive right to sell bait to the public at Bings Landing provided that the Lessee is adequately providing these services to the public, as determined solely by the Lessor. The Lessee shall have no other special or exclusive rights, including to any charter fishing or eco-tourism service, fishing tournaments, use of park facilities or to hold or control special events. The public and organizations that rent or use Bings Landing shall have the right to bring their own food and beverages into Bings Landing without interference by the Lessee. The Lessor also reserves the right to add additional vendors (lessees or licensees) on the park property as long as they do not directly conflict with the exclusive rights above. No other permanent or non-permanent food vendors, including, without limitation, restaurants or food trucks, shall be permitted at Bings Landing.

Section 24. Defaults. This Lease shall be in default and may be terminated upon the occurrence of any of the following events:

a. Failure to pay rent, utilities or applicable taxes. The failure by Lessee to pay Lessor any sum provided for herein when due. Lessee shall be given thirty (30) days written notice within which to cure this default.
b. **Violation of Terms.** Lessee’s violation of or failure to perform any term, covenant, or condition of this Lease. Lessee shall be given sixty (60) days written notice within which to cure this default, unless Lessor prescribes a shorter time to Lessee if it is determined by Lessor that the continued operation for a longer period by Lessee potentially endangers the property of the County or potentially threatens the health and safety of the general public that uses Bings Landing. If any violation cannot be effectively cured within sixty (60) days, then the period for remedy or to cure shall be extended for a reasonable time provided the Lessee has made and continues to make a diligent effort to affect such remedy or cure.

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

d. **Abandonment.** If after commencement of Lessee’s business operations at the New Location, the Lessee vacates or abandons the New Location, or permits the New Location to remain vacant or abandoned for a period of thirty (30) calendar days or more, regardless of whether or not rent payments are current. However, Lessor may at its sole discretion consent in writing for a longer period of time upon terms and conditions set by Lessor. The Lessee shall abandon and completely vacate the Original Location after its business operations are relocated to the New Location to allow the demolition and removal of the building located at the Original Location by the Lessor.

e. **Conviction of a Crime.** If the Lessee is convicted of any felony or second- or first-degree misdemeanor as a result of a jury verdict, nonjury trial, or entry of a plea of guilt or *nolo*
“Conviction” for purposes of this 2019 Amended Lease shall be as defined in Florida Statutes, as amended from time to time.

Section 25. Remedies for Default. In the event of a default, Lessor shall have the following remedies:

a. Repossession by Lessor. Upon default by Lessee, Lessee’s right to possession of the New Location shall terminate without notice or demand by Lessor, and Lessee shall surrender possession to Lessor. Lessee hereby grants to Lessor full and free license to enter the New Location to take possession of the New Location in any lawful manner and to expel Lessee. If Lessee fails to remove its personal property within thirty (30) calendar days after notice, Lessor may dispose of any personal property not removed by Lessee. In that case, Lessee is deemed by this 2019 Amended Lease to have sold, assigned and transferred to Lessor all of Lessee’s right, title and interest in the personal property not removed by Lessee.

b. Damages. In addition to terminating this 2019 Amended Lease and retaking possession of the New Location, Lessor may recover all damages and rent accrued or accruing under this 2019 Amended Lease or arising out of any breach of this 2019 Amended Lease. Lessor may resume possession of the New Location for its own account and terminate this 2019 Amended Lease. Recognizing the significant value Lessee is providing Lessor in constructing the building at the New Location, which shall be the property of Lessor, Lessee shall not be liable for any rent that may become due after the Lessor resumes possession of the New Location and terminates this 2019 Amended Lease.

c. Other remedies. Except as otherwise provided herein, Lessor may pursue all other remedies provided by law or equity for the breach of this 2019 Amended Lease. No right or remedy conferred upon or reserved to Lessor in this 2019 Amended Lease is intended
to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of Lessor under this 2019 Amended Lease, now or hereafter existing at law or equity or by statute.

d. **Enforcement.** In the event that either party must judicially enforce the terms of this 2019 Amended Lease the prevailing party shall be entitled to reasonable attorneys’ fees, paralegal costs, expert witness fees, consultant fees, and any other litigation expense or cost, whether in trial, settlement, mediation or appeal.

**Section 26. Waiver of Default; Effect.** The acceptance by Lessor of one or more monthly rental installments after they fall due or after knowledge of any breach by Lessee of this 2019 Amended Lease or after the sending of any notice or demand, or any other act or series of acts by Lessor, shall not be deemed or construed as a waiver of Lessor’s right to act or as a waiver of any other right given to Lessor under this 2019 Amended Lease or as an election not to proceed under the provisions of this 2019 Amended Lease. The failure by Lessor to collect or demand any sums due under this 2019 Amended Lease shall not relieve Lessee’s obligation to pay those sums when demanded.

**Section 27. Notices.** Any notices required by this 2019 Amended Lease, or which Lessor or Lessee may wish to serve on the other, shall be in writing and shall be deemed served, whether or not receipt is admitted, when delivered in person to an agent or employee of the party at its place of business or when deposited in the U.S. Mail, postage prepaid, return receipt requested, addressed to the Lessor as follows:
Section 28. Inspection of Leased Premises. Lessee shall allow Lessor’s authorized representative access to the New Location at all reasonable hours for the purpose of examining and inspecting said New Location for the purposes necessary, incidental to, or connected with the performance of Lessee’s obligations under this 2019 Amended Lease. The Flagler County Building Department or the County appointed construction coordinator is permitted to perform inspections of the New Location 24 hours a day until a certificate of occupancy being issued for the New Location.

Section 29. Signs. Lessee shall be permitted to install up to three (3), 8 s.f. signs on the building subject to the design/appearance approval of the Lessor and compliance with the Flagler County Land Development Code, Article VII, and other provisions of the Flagler County Code, as amended and/or supplemented from time to time. Signs shall be on the east, west and north sides of the building. The design, permitting, installation and maintenance of any sign shall be at the sole expense of Lessee and shall substantially follow the conceptual theme and style of the County proposed park signage. The one (1) existing two-sided sign at the main entranceway to the
concession shall be permitted to remain for Lessee’s use. However, any changes to existing signs shall be subject to the review and approval process as provided for above.

Section 30. Beverage License. The Lessee shall be permitted to apply to the Florida Division of Alcoholic Beverages and Tobacco for a license allowing the consumption of alcoholic beverages at the New Location. No package sales for offsite consumption shall be permitted from the New Location. The Lessee shall be permitted to sell beer and wine at the Original Location as provided in the Lease Agreement until the Lessee relocates and commences its business operations at the New Location pursuant to this 2019 Amended Lease.

Section 31. Effect On Prior Agreements. This 2019 Amended Lease supersedes all prior agreements, if any, between the parties regarding the leasing of the Leased Premises and, as of the date of this Lease, those prior agreements shall be of no force or effect. Notwithstanding the foregoing, the terms of the Lease Agreement shall remain valid and binding on the parties with regard to the Original Location for as long as the Lessee occupies the Original Location. Upon the date that the Lessee obtains all necessary approvals, permits and licenses and occupies and commences its business operations at the New Location the Lease Agreement will terminate and be of no further force and effect and the terms of the 2019 Amended Lease shall control all of the rights and obligations of the Lessor and the Lessee with regard to the New Location and the Lessee’s operations thereon. In addition, the Lessee shall not waive its rights under the 2018 Lease Agreement, or release the Lessor from its obligations thereunder, until it obtains all necessary approvals, permits and licenses and occupies and commences its business operations at the New Location. In the event there is a conflict between the Lease Agreement and this 2019 Amended Lease with regard to the Lessee’s use of the Original Location then the Lease Agreement shall
control until the Lessee relocates its business operations to the New Location and the Lease Agreement terminates, as provided for above.

Section 32. Construction of Lease. This 2019 Amended Lease shall be construed under the laws of the State of Florida and Flagler County Ordinances and any litigation regarding this 2019 Amended Lease shall be in the County or Circuit Court of Flagler County, Florida.

Section 33. Short Form of Lease. Either party may prepare for execution a short form of this 2019 Amended Lease for recording in the public records. The costs of recording the short form of this 2019 Amended Lease shall be paid by the party desiring to record the short form. Both parties shall be provided a copy of the Short Form Lease proposed to be recorded, at least 14 days prior to any recording, to allow a review by the other Party.

Section 34. Amendments to Lease. This 2019 Amended Lease may be amended only by written instrument executed with the same formalities as this 2019 Amended Lease.

Section 36. No Third-Party Beneficiaries. Except as otherwise expressly provided, the covenants, conditions, and agreements contained in this 2019 Amended Lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, successors, administrators, and assigns.

Section 37. Force Majeure. If either Lessor or Lessee is delayed or prevented from completing the performance of any obligation under this 2019 Lease Agreement by reason of accident, fire, Act of God, public enemy, injunction, riot, strike, lockout, insurrection, war, court order, requisition or order of governmental body or authority, or inability to procure labor or materials from normally available sources, or by any other cause without its fault and beyond its responsible control, except financial inability, then completion or performance shall be excused for the period
of the delay and the date for completion shall be extended for a reasonable period after the end of the delay.

Section 38. **Severability.** If any provision of this 2019 Amended Lease or the application thereof to any person or circumstance shall to any extent be or become illegal, invalid or unenforceable, the remaining provisions of this 2019 Amended Lease, or the application of that provision to other persons or circumstances, shall not be affected by the illegality, invalidity or unenforceability, and each remaining provision of this 2019 Amended Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 39. **Entire Agreement.** Subject to the provisions of Section 31 and the terms of the Lease Agreement and the 2018 Lease Agreement until those are terminated as provided for herein, this 2019 Amended Lease contains the entire agreement between the parties with respect to its subject matter and negotiations relating to its subject matter. This 2019 Amended Lease may be amended only by subsequent written agreement between the parties.

Section 40. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Section 41. **Counterparts.** This 2019 Amended Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument.
Date of Approval: ______________________, 2019.

ATTEST: 

Tom Bexley, Clerk and Ex Officio Clerk to the Board

Donald O’Brien, Jr., Chairman

Approved as to form:

Albert Hadeed
County Attorney.
WITNESSES:  

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

Witness Signature

Print Name

By: ____________________________  
Grace A. Goodman, Managing Member

Witness Signature

Print Name

STATE OF FLORIDA  
COUNTY OF FLAGLER  

The foregoing instrument was acknowledged before me this ___ day of ____________, 2019, by Grace A. Goodman, the Managing Member of Captain’s Bait, Tackle & BBQ, LLC, on behalf of the company. She ___ is personally known to me or ___ has produced a driver’s license as identification.

________________________________________  
NOTARY PUBLIC

________________________________________  
Print Name
May 27, 2019

Flagler County Board of County Commissioners
1769 East Moody Blvd.
Bldg 2, Suite 301
Bunnell, FL 32110-0787

RE: HCA Position On Bings Landing

Dear Commissioners:

Hammock Community Association's Position on Bings Landing

1. Repair of the current building with minimal disruption to the business (which is likely the least costly solution to this problem).
   - Have an independent inspection done, especially in consideration of the faulty inspections of the Sheriff's Headquarters and the Sears building performed by Universal Engineering Services. HCA will pay up to $4,000 for the inspection.
   - Determine if the building is safe now and if not;
   - Define what repairs would be necessary to
     o Make the building safe now,
     o Maintain building safety for 30 months,
     o Maintain building safety through the 2026 term of the lease.
   - Estimate the cost and time required to insure the safety of the building with County staff providing the labor.

2. If the building cannot be repaired, the following are our recommendations:
   - County and Captain's affirm that the proposed 2018 extension of the 2011 lease is null and void.
   - County builds the new building.
   - Honor the intent of publicly-funded ESL purchase of park by 76% of voters
   - No new or expanded septic field.
     o Keep new building small with a maximum 80 seats (allows restoring septic for caretaker's home).
   - No additional areas for parking, including the South addition.
   - Maintain current scope of business, single service carryout food
   - No bar or full liquor license
• Unobtrusive building design (Scenic Overlay compliant).
• Design new building to be converted to a community center (Reception Hall) in 2026 upon the end of the lease.
• Build the new pavilion on the south peninsula prior to restaurant construction.
• Turn old building into green space after demolition. Not to be used for parking.
• Project requires full review cycle (A1A, TRC, PDB, BCC), including a park master plan.
• County insures a fair competitive business climate
  ◦ Lessee pays for maintenance, utilities including trash collection, and insurance.
  ◦ County maintains building exterior to County standards.
  ◦ Lease is transferrable only by BoCC agreement.
  ◦ Audit of restaurant income and ongoing transparency.
• All above constraints to be written into lease, with HCA review, prior to approval by Commission

Sincerely,

S. Joyce Ellis

Joy Ellis, President,
Hammock Community Association
PO BOX 353265, Palm Coast, FL 32135-3265
www.TheHammock.org

Copies: Jerry Cameron
         Al Hadeed
Jerry,

The attached document provides the input I had mentioned before in an effort to show what we consider a balanced view of pros and cons on three alternative approaches at Bings Landing, and the work that comes after a decision is made.

The HCA folks have reviewed it and given me permission to send it to you to be added to the backup if it's not too late.

Best Regards,
Dennis Clark

Please note this document was provided by the HCA.

Flagler County staff has not made any changes to this document.
### HCA Bings Landing Pros and Cons for three Options

#### Option #0 - Run-out the lease with minimal repairs

<table>
<thead>
<tr>
<th>Pros</th>
<th>Cons</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Repair until lease runs out may result in <em>lowest cost to the County.</em></td>
<td>o TBD repair method and cost</td>
</tr>
<tr>
<td>o No community resistance</td>
<td>o Potential for business interruption (Potential lease issues)</td>
</tr>
<tr>
<td>o No long term impact to the park</td>
<td>o Continued responsibility for Maintenance</td>
</tr>
<tr>
<td>o 12’ building is unobtrusive</td>
<td>o Continued responsibility for Insurance Coverage</td>
</tr>
<tr>
<td>o Sewer connection or new septic is not required.</td>
<td>o Rent would remain below market for seven years</td>
</tr>
<tr>
<td>o Removes liability from unsafe building</td>
<td></td>
</tr>
</tbody>
</table>

#### Option #1 - County Builds smaller on the South Peninsula

<table>
<thead>
<tr>
<th>Pros</th>
<th>Cons</th>
</tr>
</thead>
<tbody>
<tr>
<td>o New building can be smaller and less expensive to build. Existing portion under air is 2700 SF.</td>
<td>o A loan needs to be procured.</td>
</tr>
<tr>
<td>o 98 Seats requires only 1633 SF per FL Code</td>
<td>o Rent amount may not be increased until 2026.</td>
</tr>
<tr>
<td>o <strong>No new parking</strong> required</td>
<td>o Disregards ESL intent. Impacts South Peninsula</td>
</tr>
<tr>
<td>o Building can be turned into a reception hall after 2026 or re-bid.</td>
<td>o Base elevation starts at 5 feet. Need ADA ramp</td>
</tr>
<tr>
<td>o Less business interruption (est. 9 months)</td>
<td>o County funds &amp; builds new pavilion &amp; seawall now</td>
</tr>
<tr>
<td>o New lease could be triple net?</td>
<td>o Park visitor interruption with construction materials and equipment.</td>
</tr>
<tr>
<td>o New structure is up to code</td>
<td>o No control of business ownership transfer?</td>
</tr>
</tbody>
</table>

#### Option #2 - Captain’s Builds larger on the South Peninsula

<table>
<thead>
<tr>
<th>Pros</th>
<th>Cons</th>
</tr>
</thead>
<tbody>
<tr>
<td>o Less business interruption (estimated 9 months)</td>
<td>o Larger building takes up entire peninsula</td>
</tr>
<tr>
<td>o No impact to County’s cash budget</td>
<td>o Height is 36’ with a 5’ base elevation.</td>
</tr>
<tr>
<td>o Less business interruption (est. 9 months)</td>
<td>o No room for a popular pavilion on the peninsula.</td>
</tr>
<tr>
<td>o Lease amount is increased and triple-net</td>
<td>o Loss of pavilion rented 55 days a year with weddings and grounds use.</td>
</tr>
<tr>
<td>o New lease would be triple net</td>
<td>o Disregards ESL intent and harms the park.</td>
</tr>
<tr>
<td>o Less legal responsibility</td>
<td>o Requires increased parking, further impacting (harming) the park</td>
</tr>
<tr>
<td>o New structure is up to code</td>
<td>o Increased boat docks. County Seawall repair now</td>
</tr>
<tr>
<td>o New pavilion built at tenant’s expense</td>
<td>o Requires sewer.</td>
</tr>
<tr>
<td></td>
<td>o Park visitor interruption with construction materials and equipment.</td>
</tr>
<tr>
<td></td>
<td>o Open for future full liquor license and bar?</td>
</tr>
<tr>
<td></td>
<td>o County pays for building construction costs through rent discounts.</td>
</tr>
</tbody>
</table>
Questions following Decision

Assuming a decision is made to build a new building, the following questions need to be answered:

- **Management plan for park**
  - Estimates of **parking required for restaurant** (based on seating area), and **parking required for park visitors**.
  - Location of added parking for Option 2. Vehicle entrance and traffic circulation. Trees impacted.
  - Estimate of **storm water** design, permitting, and implementation for option 2
  - Site plan for adding **boat docks**, showing the location of the kayak launch
  - South Pavilion:
    - Dimensions for the replacement pavilion
    - Location and site plan for of replacement pavilion
    - Tree loss at proposed location
    - Timing of construction of replacement pavilion (before or after the proposed building is constructed)
    - Archeological research:
      - Would an archeological evaluation have to be done for the new building or pavilion?
      - What would be the cost and time required for this evaluation?
- **Restaurant specifics**
  - Floor Plan, including square feet of seating area and number of seats and bar. Identify the square feet and number of seats for each area.
  - Building height and base elevation. Artist rendition & elevation to show scale.
  - Building size in comparison to restaurant industry standards for size based on seating capacity.
  - Show the ADA ramp or elevator on the site plan
- **Wastewater plans**
  - Breakdown of the cost for the connection to DCDD or Palm Coast system:
    - Connection point and overview map with easements and total length.
    - The diameter of force main pipe required and cost/foot to bury it.
    - The number of lift stations required, location and approximate cost of each.
    - Easements required.
    - Permitting requirements for proposed system and cost to obtain those permits.
  - Cost estimate if a later connection to Palm Coast wastewater.

**Construction impact**
- Estimate of impact to park visitors and public parking spaces due to a temporary reduction of parking to accommodate construction activity
- Amount of the Park that will be walled off for construction access and a construction staging area.
- Trees to be removed to permit large construction vehicle access to the site 2 construction site.
Option 1 - potential for new building with pavilion on South peninsula
Option 2 proposed building footprint (per Mike Goodman on 4/4/19)

No room for pavilion on the South peninsula