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: None
   4b) Proclamations: None
   4c) Presentations:  
      1) Princess Place Preserve Update (by Heidi Petito, General Services Director)
      2) Transportation Update (by Heidi Petito, General Services Director)

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   6a) Bills and Related Reports: Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of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) Disbursement Report for Week Ending November 1, 2019
   6b) Approval of Board Meeting Minutes: None

   Supervisor of Elections:
   6c) Consideration of Purchase of a High Speed Scanner and Tabulator for the Flagler County Supervisor of Elections Voter Tabulation System from Elections Systems and Software: Request the Board approve the purchase of a second High Speed Scanner and Tabulator from Elections Systems and Software for the Flagler County Supervisor of Elections Voter Tabulation System and authorize the County Administrator to execute any necessary documents to proceed with the purchase. (Requested by Kris Collora, Purchasing Manager)

7. Consent: BOCC Departments:
   7-a) Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew: Request the Board ratify the Proclamations
Extending the State of Local Emergency for Hurricane Matthew. *(Requested by Jonathan Lord, Emergency Management Director)*

7-b) **Economic Opportunity Advisory Council Reappointments**: Request the Board approve the reappointments of Ms. Barbara Revels and Mr. Greg Federline to the Economic Opportunity Advisory Committee for three-year terms. *(Requested by Mari Davis, Administration)*

7-c) **FY 2020 State Aid to Libraries Annual Plan of Service**: Request the Board approve the attached FY 2020 State Aid to Libraries Annual Plan of Service. *(Requested by Holly Albanese, Library Director)*

7-d) **FY 2020 Adjustment of FTE Count for Flagler County Public Library**: Request the Board approve the adjustment of the Library FTE count from 17.1 to 17.0 and change two part-time positions to one full-time position. *(Requested by Holly Albanese, Library Director)*

7-e) **Consideration of a Grant Application to the State of Florida 911 Board for the E911 State Grant to Include Geographic Information Systems (GIS) Data Support for $183,084.00**: Request the Board approve and authorize the Chair to execute the grant applications to the State of Florida 911 Board. If awarded, authorize the County Administrator to execute the grant agreements, budget transfers, and all documents associated with the acceptance, implementation, and closeout of the grant. *(Requested by Jarrod Shupe, Chief Information Officer/911 Coordinator)*

7-f) **Consideration of Accepting Easements from the Florida Department of Transportation to Flagler County for the Flagler County, Florida Coastal Storm Risk Management Project with the U.S. Army Corps of Engineers**: Request the Board approve acceptance of easements from the Florida Department of Transportation and authorize staff to facilitate finalization of the easements for the Federal dune/beach renourishment project. *(Requested by Faith Alkhatib, County Engineer and Public Works Director)*

7-g) **Consideration to Amend the FY2018-2019 Budget**: Request the Board approve Budget Transfers 19-143 through 19-151 and Unanticipated Revenue Resolutions for Additional Florida Emergency Management Funding, EOC Roof Grant, E911 Grant and Airport Runway Grant. *(Requested by E. John Brower, Financial Services Director)*

7-h) **Consideration of Ratification of Purchase Order 25776 to Engineering Systems, Inc. for Air Quality Investigations and Testing at the Sheriff’s Operation Center in the Amount of $20,651.58**: Request the Board approve the ratification of Purchase Order 25776 to Engineering Systems, Inc. for Air Quality Investigations and Testing at the Sheriff’s Operation Center in the amount of $20,651.58. *(Requested by Kris Collora, Purchasing Manager)*

7-i) **Consideration of Final Ranking and Authorization to Negotiate a Contract for Request for Statement of Qualifications #19-052Q, Professional Services for Design of Paving of Hargrove Grade Road (County Route 1421) From Otis Stone Hunter Road (County Route 1422) to east of the Florida East Coast Railroad Crossing and Design of Paving of Otis Stone Hunter Road (County Road 1422)/Main Street from Intersection of County Road 13 to US 1**: Request the Board consider the final ranking of Request for Statement of Qualifications (RSQ) #19-052Q, Professional Services for Design and Permitting of Hargrove Grade Road Reconstruction from Otis Stone Hunter Road to east of the Florida East Coast Railroad crossing and Design and Permitting of Otis Stone Hunter Road/Main Street Improvements from CR 13 to US 1 and authorize
staff to negotiate a contract with the top ranked firm for each project. Upon final contract negotiation, authorize the County Administrator to execute a contract and any project related change orders within each project’s budget as approved as to form by the County Attorney. *(Requested by Kris Collora, Purchasing Manager)*

7-j) **Consideration of a Space/Use Agreement between Flagler County and Four Star Aero Services, Inc. for Office Space in a County Facility Located at 201 Airport Road, Suite 1, Flagler Executive Airport:** Request the Board approve the Space/Use Agreement between Flagler County and Four Star Aero Services, Inc. for the County facility located at 201 Airport Road, Suite 1, Flagler Executive Airport and adopt the unanticipated revenue resolution. *(Requested by Roy Sieger, Airport Director)*

7-k) **Consideration of a Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for Hangar Space in a County Facility Located at 295 Old Moody Boulevard, Flagler Executive Airport:** Request the Board approve the Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for the County facility located at 295 Old Moody Boulevard, Flagler Executive Airport. *(Requested by Roy Sieger, Airport Director)*

7-l) **Consideration of a Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for Office and Hangar Space in a County Facility Located at 301 Old Moody Boulevard, Flagler Executive Airport:** Request the Board approve the Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for the County facility located at 301 Old Moody Boulevard, Flagler Executive Airport. *(Requested by Roy Sieger, Airport Director)*

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

8-a) **Flagler County Coastline Long-Term Plan Funding Options Discussion** *(Requested by John Brower, Financial Services Director)*

8-b) **Consensus on Next Steps to Recoup the Costs Expended on the Sears Building at 4888 Palm Coast Parkway, Palm Coast, FL:** Staff seeks Board consensus to offer the parties to retake the building and reimburse the County for its purchase price, mitigation activities and attorney’s fees or, alternatively if the offer is rejected, to sell the building directly and seek any difference between the selling price the County’s purchase price and other costs from the parties. *(Requested by County Attorney and County Administrator)*

8-c) **Adoption of a Resolution to Vacate a Portion of the Plat of St. Johns Park – Parcel Number 25-12-28-5600-000C0-0010; 3500 County Road 2006 West; Petitioners: Paul S. and Ericka M. King:** Options for the Board: 1) Approve; 2) Deny; or 3) Table the Request. *(Requested by Adam Mengel, Planning Director)*

8-d) **Adoption of a Resolution to Vacate a Portion of the Plat of Rollins Dunes – Parcel Number 17-10-31-5400-00000-0090; 17 Rollins Dunes Drive; Petitioner: Ronald Strehlow:** Options for the Board: 1) Approve; 2) Deny; or 3) Table the Request. *(Requested by Adam Mengel, Planning Director)*

8-e) **Consideration of Flagler County 2020 Local Legislative Priorities:** Request the Board approve the 2020 Local Legislative Priorities. *(Requested by Michael Esposito, Special Projects Coordinator)*
8-f) **Approve Refinancing of Public Safety Equipment Lease Debt Lowering Interest Rate for Net Savings of Approximately $1.067 Million Over Life of Loans:** Approve refinancing of public safety equipment lease in accordance with PFM’s recommendation and authorize Chair to execute all necessary documents connected with refinancing as approved as to form by the County Attorney and Bond Counsel. *(Requested by County Attorney’s Office and E. John Brower, Financial Services Director)*

8-g) **Reorganization of the Board of County Commissioners:** Request the Board select a Chair and Vice Chair. *(Requested by Administration)*

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

9-a) **Consideration of a Resolution Amending the Fiscal Year 2018-2019 Budget in the Amount of $1,383,805:** Request the Board approve the resolution amending the fiscal year 2018-19 budget in the amount of $1,383,805 for various funds as detailed in Schedule A to the resolution. *(Requested by E. John Brower, Financial Services Director)*

9-b) **Approval of an Ordinance Amending Section 7-4, Chapter 7 of the Flagler County Code of Ordinances, Establishing Beach Equestrian Permitting Requirements and Regulating the Use of Horses on the Beaches of the Unincorporated County:** Approve the Ordinance amending Section 7-4, Chapter 7 of the Flagler County Code of Ordinances, establishing beach equestrian permitting requirements and regulating the use of equestrian animals on the beaches of the unincorporated county. *(Requested by Michael Esposito, Special Projects Coordinator)*

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.
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"G" = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated.
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Flagler County Board of Commissioners - Disbursement Report Required per F.S. 136.06

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*?* G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated
## Invoices Processed for week ending 11/01/2019

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

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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 11/01/2019

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*G = Grant supported expenditure; Note: "in-kind" or "match" to grants are not annotated*
SUBJECT: Consideration of Purchase of a High Speed Scanner and Tabulator for the Flagler County Supervisor of Elections Voter Tabulation System from Elections Systems and Software.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to purchase a second High Speed Scanner and Tabulator for the Flagler County Supervisor of Elections Voter Tabulation System. This High Speed Scanner and Tabulator will continuously scan and intelligently sort ballots with high-speed digital image processing, thus saving election staff valuable time when tabulating results.

Also included will be additional software for the Spanish language requirement for the ExpressVote units. This is part of a Federal order requiring the Supervisor of Elections to provide the Spanish Language to all voters.

The contract with Elections Systems and Software will be amended to include the one time purchase cost totaling $115,640.00 plus annual licensing and maintenance costs, which will begin the second year, of $21,105.00.

FUNDING INFORMATION: Funds are included in the FY20 approved budget for this purpose in account 001-4900-519.64-10.

DEPARTMENT CONTACT: Supervisor of Elections, Kaiti Lenhart (386) 313-4170
Purchasing, Kris Collora (386) 313-4062

RECOMMENDATIONS: Request the Board approve the purchase of a second High Speed Scanner and Tabulator from Elections Systems and Software for the Flagler County Supervisor of Elections Voter Tabulation System and authorize the County Administrator to execute any necessary documents to proceed with the purchase.

ATTACHMENTS: None
SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency – Hurricane Matthew.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: On October 4, 2016, based on the recommendation of the public safety emergency manager and the county administrator, the Chair issued a Proclamation declaring a state of local emergency in anticipation of the impact of Hurricane Matthew. 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 in seven day increments as needed.

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. During this state of local emergency, the County has completed installation of seawalls in Painters Hill and an emergency berm in much of the unincorporated county. 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.

In Flagler Beach, the coastline remains in disrepair with damaged dunes and much of A1A in need of a long term solution. The County has recently entered into an agreement with the Army Corps of Engineers to restore dunes in southern Flagler Beach and is coordinating with FDOT to restore dunes in the northern half of Flagler Beach to include portions of Beverly Beach.

FUNDING INFORMATION: N/A

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

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

ATTACHMENTS:
1. Proclamation Extending State of Local Emergency – Hurricane Matthew, 11/05/2019
2. Proclamation Extending State of Local Emergency – Hurricane Matthew, 11/12/2019
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, Hurricane Matthew had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, threatening adjoining homes and businesses, which roadway remains under repair; and

WHEREAS, Hurricane Matthew has exposed the beachfront of Flagler County to a critical risk of further damage; and

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

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

WHEREAS, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further 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, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes, and scarring approximately $3.7 million in damage to the dune system of Flagler County; and

WHEREAS, as a result of Hurricane Matthew compounded with subsequent weather events, the County is engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast and has installed a seawall in Painters
Hill and 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 to protect the berm; 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, in order to preserve the structural integrity of the berm, protect dune vegetation, and prevent erosion; and

WHEREAS, the Board of County Commissioners passed an ordinance in July 2018 recognizing the customary use of the beaches of the entire county 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, the County is presently undertaking, with the assistance of local, state, and federal agencies, the renourishment of approximately six miles of dunes in the City of Flagler Beach and in the southern part of the Town of Beverly Beach; 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 5th day of November 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)

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WHEREAS, Hurricane Matthew had a particularly devastating impact on the right of way of State Road A1A in Flagler Beach, threatening adjoining homes and businesses, which roadway remains under repair; and

WHEREAS, Hurricane Matthew has exposed the beachfront of Flagler County to a critical risk of further damage; and

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

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

WHEREAS, while recovery efforts in response to Hurricane Matthew were still underway, Hurricane Irma struck Flagler County on September 11, 2017, further 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, in September 2019, Hurricane Dorian slowly passed Flagler County offshore, churning rough surf and crashing enormous breakers into the beaches and dunes, causing a dune breach, several over washes, and scarring approximately $3.7 million in damage to the dune system of Flagler County; and

WHEREAS, as a result of Hurricane Matthew compounded with subsequent weather events, the County is engaged in a coastal dunes rehabilitation effort at multiple locations along the Flagler County coast and has installed a seawall in Painters
Hill and 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 to protect the berm; and

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WHEREAS, the County is presently undertaking, with the assistance of local, state, and federal agencies, the renourishment of approximately six miles of dunes in the City of Flagler Beach and in the southern part of the Town of Beverly Beach; 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

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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 12th day of November 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

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The Commission has received requests for reappointment to the Economic Opportunity Advisory Board from Ms. Barbara Revels, in the category of “Industrial Park Developer/General Contractor/Commercial Realtor” and Mr. Greg Federline, in the category of “Hi-tech Business”. Staff has verified both are registered voters.

Function: The duties listed below shall be the charge of the Economic Opportunity Advisory Council. Although charged to the Council, the actual performance of many of the tasks listed shall be through the Executive Director or consultants with the creativity, guidance, and oversight and economic outreach provided by the Council. a) Development of policies and programs/courses of action designed to attract new businesses and to facilitate the expansion/retention of existing businesses that create quality jobs and diversify our community tax base; b) Preparation of the community for potential prospects to include the encouragement of the development of sites and buildings suitable for targeted business growth; c) Collect, update and disseminate accurate community information; d) Prepare quality marketing materials and messages and conducting marketing to potential community prospects; e) Screening of potential economic prospects; f) Representation of the County economically with the State of Florida and other outside economic development organizations; g) Coordination with all private and public community partners related to economic development; h) Monthly, quarterly, and annual reports to the Board of County Commissioners and the public; i) Preparation of an annual budget, annual work plans with measurable benchmarks, and long-range strategic plans for accomplishing these missions; j) Recommend to the BOCC on the hiring and firing of the Economic Development Executive Director; k) Update the County’s Economic Development Strategy Plan as necessary and provide input into the County’s Comprehensive Plan Economic Development Element.

The EOAC shall act in an advisory capacity only and shall have no legislative or quasi-judicial powers or authority.

Membership: The Economic Opportunity Advisory Council shall consist of nine (9) members selected by the Flagler County Board of County Commissioners. The council shall be comprised of members, with expertise/experience in areas listed below, preferably with some economic development experience: a) County Commissioner Chairman or Designee; b) Hi-tech Business; c) Industrial Park Developer/General Contractor/Commercial Realtor; d) Finance/Investment Banking/Angel Investment; e) At-Large; f) Manufacturing; g) Marketing; h) Life Sciences; i) Agriculture

Terms: Three (3) years following the initial staggered terms.
Meeting Info:  Third Tuesday of the month at 9:00 a.m. in the BOCC Chambers at the Government Services Building in Bunnell

Staff Liaisons:  Katrina Austin (386) 313-4070

Vacancies are advertised on the County’s website, www.FlaglerCounty.org.

If any further applications are 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 approve the reappointments of Ms. Barbara Revels and Mr. Greg Federline to the Economic Opportunity Advisory Committee for three-year terms.

ATTACHMENTS:
1. Request for Reappointment: Ms. Barbara Revels
2. Request for Reappointment: Mr. Greg Federline
Flagler County Board of County Commissioners
Volunteer Advisory Boards and Committees
General Application

Name: Barbara Revels  Date: October 23, 2019
Mailing Address: P. O. Box 434, Flagler Beach, FL 32136
Physical Address (if different): (home)354 S. 22nd Street, Flagler Beach, FL (no mail)
County of Residence: Flagler  Voter ID: 
Home Phone:  Cell Phone: 386 931-5570
Email: brevels@coquina.net  Years in Flagler: 65

Advisory Board or Committee Applying for:
Economic Opportunity Advisory Council

What aspect of this Board/Committee interests you?
Staying informed, bringing information forward to our Council, linking with other agencies that might be aligned for the benefit of furthering a diversified tax base.

Describe your training and/or experience that would make you a good fit for this position:
40 years as a General Contractor, 45 years as a Realtor, served on many local and state committees and agencies. Many contacts.

What contributions do you feel you could make to this Board/Committee should you be selected?
As mentioned in question 1, my experience, contacts and varied work knowledge gives me a unique perspective of knowing where the county has come from and what constraints need overcoming for future job growth and lower tax base.

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
EOAC, Tourism, Planning Board, Long Range
Recreational Advisory, Impact fee, Public Safety ++
Education: High School Graduate with multiple classes at Daytona State College.

Business (name & type): Coquina Shore Construction & Grand Living Realty

Business Address: 316 S. Ocean Shore Blvd, Flagler Beach, FL 32136

Business Phone: 386 439-3130 Position: Owner of construction

Applicable Professional Organization Memberships:
Flagler County Chamber, Flagler County Assn. of Realtors, Flagler county Home Builders,
Flagler Cares, Carver Foundation, Florida PACE Funding Agency, Flagler tiger Bay Club

As an applicant, you are encouraged to provide additional information (including a cover letter and/or resume) to better explain your qualifications for the position for which you are making application. This information will aid in the decision of the County Commission when making appointments.

Additional Information you wish to share:

If appointed, I will attend meetings in accordance with the adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of the Advisory Board or Committee, I will sign the appropriate (Form 8B) and excuse myself from participating in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Barbara S. Revels
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.
Dear Mr. Federline:

Thank you for serving as a member of the Flagler County Economic Opportunity Advisory Council. The time and effort you have given is greatly appreciated and has not gone unnoticed. You may be aware that your appointment as a member of this Board expires November 30, 2019.

The procedure followed when appointments are due for renewal is to inquire of the incumbents interest in continuing on the board and to advertise the position on our website. Your response as well as any response received from the public will be presented to the Board of County Commissioners at an upcoming meeting.

Please indicate your desire for the Board of County Commissioners to consider your reappointment on this committee.

☐ Please consider my reappointment
☐ I do not wish to be reappointed

Signature: [Signature]

If you will be seeking reappointment please complete and return the attached application no later than November 1, 2019 for processing. You are welcome to include a letter to the Commission, a resume, or any other relative information.

Thank you for your attention to this matter and for your continued membership on the Flagler County Economic Opportunity Advisory Council.

If you have any questions please do not hesitate to contact me MDavis@FlaglerCounty.org or call (386) 313-4094.

Kind Regards,

Mari Davis
Executive Administrative Assistant

C: Helga vanEckert, Economic Opportunity Executive Director
Flagler County Board of County Commissioners
Volunteer Advisory Boards and Committees
General Application

Name: Greg Federline
Date: 10/25/2019

Mailing Address: 26 Kingfisher Lane, Palm Coast, FL 32137

Physical Address (if different):

County of Residence: Flagler
Voter ID: 117294156

Home Phone: 386.447.9917
Cell Phone: 301.520.6545

Email: gregf@cfl.rr.com

Advisory Board or Committee Applying for:
Hi-Tech Representative

What aspect of this Board/Committee interests you?
I am intrigued to use my broad technology and business background to encourage the adoption of new technologies that will help transition Flagler County to a diverse industry-based economy.

Describe your training and/or experience that would make you a good fit for this position:
Please refer to Addendum 1

What contributions do you feel you could make to this Board/Committee should you be selected?
Assistance in the evolution of programs, policies and action that will attract new businesses to Flagler County and retain existing businesses. New technology recommendations that will positively impact Flagler County's transition to an industry-based economy.

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

Economic Opportunity Advisory Council

Dates Served
2011 - Present
Education: BSEE and MSEE

Business (name & type): Retired

Business Address: n/a

Business Phone: n/a  Position: n/a

Applicable Professional Organization Memberships:
Institute of Electrical and Electronic Engineers
Association for Computing Machinery

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:

Please refer to Addendum 2

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]
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.
Addendum 1

Describe your training and/or experience that would make you a good fit for this position:

I am applying for reappointment to serve on Flagler County's Economic Opportunity Advisory Council (EOAC). I have a Bachelor's Degrees in Electrical Engineering and Computer Science from George Washington University and a Master's Degree in Computer Science from Johns Hopkins University. I have over 25 years of executive management experience with small and large technology firms including Hughes, L-3, and Litton. I have also pursued continuing education throughout my career including completion of an Executive Development Program in Finance from the Wharton School. I completed certification as a Florida State Energy Rater. The diversity of my education and experience in technology, engineering, business development, and executive management make me well qualified to contribute to the development of strategies and action plans for sustainable economic growth in the County.

My accomplishments, which are reflected in the attached resume, arise from several factors which will also be important in guiding the EOAC. My demonstrated initiative and foresight have enabled me to identify market segments and niches suitable for my organization thus affording me a sustainable competitive advantage in the market place. A demonstrated ability to spot underlying factors which are essential for successful outcomes, and the foresight and the leadership to assemble teams and plans for solutions ahead of the competition. These are all attributes of a proven, skilled leader which will be important in guiding Flagler County toward sustainable economic growth.

Other key success attributes for Council members include the ability to coordinate, negotiate, and create win/win solutions for all involved parties. I led several merger and acquisition projects which were successful not only from a financial standpoint but also from a human resources standpoint. I have successfully negotiated settlements for legacy contracts and established strategic alliances with vendors. Served on an advisory board to Hood College. A Council member must also be comfortable in the world of small business as well as large corporations. Played a key role in growing a small business of 60 people to over 2000. Experience in forming a start up company as well as experience establishing global partnerships.

I participated on the Northern Virginia Technology Council, the largest technology council in the nation. Based on the diversity of my experience, I contributed to the council's public policy advocacy on a broad range of technology issues at the state and regional levels. This laid the basis for input to Federal issues as they relate to workforce and education concerns. I led the company's Small Business and Innovative Research Program winning several contracts.
I believe that it is important for the Council to produce a roadmap that guides the County into more diverse and high paying opportunities in all the Council's business development targets. Different attributes are required for success in each of these areas. For example, in my area of high-technology ready office space and skills such as programming, computer aided design, engineering and cloud computing are required. These high salaried positions are difficult to fill in large numbers. Sustainability will require bringing in small and focused high-tech businesses that mature into larger companies. Flagler County needs to think about how to provide advanced training and experience to our own citizens.

In summary, I believe that my knowledge of technology and its future direction, my skills in negotiation and collaboration, knowledge of associated factors, business management and my enthusiasm to create a strong economic environment in Flagler County where my family has made its home make me an excellent candidate to serve on the Economic Opportunity Advisory Council.
Addendum 2

GREGORY E. FEDERLINE
26 Kingfisher Lane
Palm Coast, FL 32137
386-447-9917 (home) 301-520-6545 (cell)

Profile
Demonstrated success in researching, planning, positioning, developing, launching, and growing successful organizations, products and services through hands on leadership.

Track record of success in initial product offerings, merger and acquisitions, partnerships and alliances through effective communication and negotiation skills and media and analyst relations.

Results driven record of increase in profitability and value through award winning launches and successful financial exit strategies.

» Successfully led multi-million dollar profitable product lines & business units.
» Created three industry-first product lines leveraging internal and joint venture resources.
» Demonstrated leadership in merging organizations resulting in cost savings and improved production rates
» Led marketing strategy and industry analyst relations
» Successful in both small and large business environments
» Global business & marketing experience
» Consultant – technical and organizational problem solving.

Specialties
Executive management, corporate & business development, marketing, strategy, communications, positioning, media/analyst and government relations, board level relations, partnerships, alliances, Original Equipment Manufacture (OEM), startup, spinout, market & product planning/research, company & product launch, hardware, software, channel sales, integration, process, capture, proposal, General and Business Unit management, Merger and Acquisition (market, technical, due diligence, integration).

Experience
2011 – 2019 Flagler County Economic Opportunity Advisory Council
Hi-Tech Representative and Vice-Chairman.
EOAC representative to Alliance6. Alliance6 is an organization of leaders from six targeted industries: Healthcare, Construction, Manufacturing, Retail, Hospitality, and Business & Professional. The goal is to create solutions to attract, develop, and retain talent.

2013 – 2014  Senior Software Designer, USFalcon
Designed and implemented a multi-user Microsoft Access database for the NAVSEA Eastern Command. The database is used to collect financial data from multiple sources, reconcile the data and generate financial reports.

2005 – 2008  VP Mathtech, Inc.
Managed program for the specification, design, manufacture, and Flight Worthiness Testing of First
Article Intercommunications System (ICS) avionics hardware used for the Navy’s Advanced Hawkeye E-2D.

Conduct marketing and sales activities to expand ICS opportunities into new market segments utilizing wireless technology. The Small Business Innovative Research (SBIR) program is utilized as a key strategy to develop new product. To date, four SBIR contracts have been awarded.

Member Board of Trustees of the Center for Innovative Policy, Inc.

2004 – 2005 Director of Engineering, Mathtech, Inc.

Joined Mathtech to help negotiate and win a large development and production contract for the Advanced Hawkeye E-2D Intercommunications System.

Organized and staffed a multidiscipline project team – Program Management, Engineering, Quality, Configuration Management, and Document Management.

Guided team to complete the Quality Management System, and all quality and operating procedures necessary to attain ISO 9000-2001 Registration in 8 months in parallel with project activities.

2001 – 2004 General Manager/Vice President, Satellite Networks, Hauppauge, N.Y.

Managed, consolidated, and directed a 100 person Engineering and Operations division with profit and loss responsibility for the design and manufacture of both custom and standard SATCOM products. Eliminated high-risk commercial, international, and domestic business, and refocused on development of satellite equipment for government defense applications, and standard products.

Provided engineering design services to include satellite system design, satellite Hub reconfiguration, redesign, and refurbishment.

Improved financial projections to reflect a 30% increase in EBIT, 20% upside in Sales, and a 25% growth in cash.

2000 – 2001 Vice President Telecommunications Design Center, RadiSys Corporation, Boca Raton, FL

Directed the design and development of carrier class communication software and hardware provided to telecommunications equipment providers to enable Internet and next-generation networks. Equipment incorporated both Motorola and Intel-architecture embedded computers, network processors, DSP modules and algorithms, SS7, Sigtran protocol stacks, and custom developed signaling software.

Originated new product technology roadmaps and development plans for new product directions including Softswitches, SS7/IP, and Voice Portals.

Revised the hardware and software integration and product release process identifying improvements yielding a 20% reduction in the development cycle.

2000 – 2000 Vice President, Red Cypress, Gaithersburg, MD

Startup company formed to provide VoIP services to the small business market at a fixed price per user. Participated in the initial fund raising to obtain $60 million in Venture Capital funding.

Designed network architecture incorporating ISPs, CLECs, LECs, cable and DSL, VPNs, Cisco Vivid products, IXCs, and leased lines. Responsible for network design and validation, service planning, partner selection, infrastructure management and security, IP contact center, planning and implementation, and planning operational support interfaces.

1998 – 2000 General Manager/Vice President, Litton Advanced Systems, Inc., College Park, MD

Managed, consolidated, and directed a 237-person division with P&L responsibility consisting of Domestic and International Marketing and Sales, Manufacturing, Engineering, Finance, Customer Support, and Operations.

- Originated new strategic and business plans redirecting sales, marketing, and product development resulting in a yearly sales growth 5% higher than the market segment
- Increased profit from 11% during first year of operation by conducting product line cost analyses and re-engineering yielding a 25% reduction in total factory cost

Greg Federline
• Merged two organizations reducing the combined staff 30% developed new ISO 9000 Procedures, and achieved an immediate 8% inventory cost savings
• Created vendor strategic alliances achieving an immediate 7% factory cost reduction and a projected 50% improvement in Net Inventory Turnover; negotiated settlements for two legacy contracts saving the corporation $18M.
• Formulated a business plan to revitalize a declining business unit through acquisition. Identified acquisition candidate, and managed the acquisition. New company increased sales from $20M to $70M.

Directed finance, sales and marketing, product development, operations, and customer service and support activities for a division of 140 employees and $47 million revenue.
• Doubled sales in four years
• Reduced production costs by 50% and doubled inventory turnover through joint ventures, partnerships, strategic alliances, and product enhancement
• Expanded international sales by establishing an international sales force to augment the existing international representative network. International sales grew to 65% of total revenues
• Directed international and carrier product certification.
• Directed multi-site embedded software and hardware development projects, marketing, and technical support functions, market research, business planning, and development of product specifications.
• Reduced development costs by 30%, and increased maintainability through standardization of procedures and methodologies
• Managed a $25M strategic business partnership with Reuters
• Established a strategic alliance and OEM Agreement with Hewlett Packard resulting in $15M of equipment sales.

Education
MSCS, John Hopkins University
BSEE/CS, George Washington University
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7c

SUBJECT: FY 2020 State Aid to Libraries Annual Plan of Service.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The State Aid to Libraries Grant is an annual program administered by the Florida Department of State, Division of Library and Information Services. State Aid is an incentive program designed to assist qualifying counties in providing adequate library services. No matching funds are required. The amount allocated each year to Flagler County is based on the amount of local funds expended in support of library services during the second preceding fiscal year (2-years prior). The State Legislature determines the level of funding each year for the State Aid to Libraries Program. Flagler County will receive an estimated $27,840 during FY 2019-2020. The State Aid also requires inclusion of an Annual Plan of Service. This document includes the goals, objectives and activities supported during FY 19/20. The Board of County Commissioners is requested to approve the FY 2020 State Aid to Libraries Annual Plan of Service.

FUNDING INFORMATION: State Library Aid Grant is budgeted in Revenue Account 001-0000-334.71-00 and expended in the Library budget. The amount included in the Adopted FY 19-20 Budget is $26,107. If the additional grant funding is received, staff will appropriate the funding at that time.

DEPARTMENT CONTACT: Holly W. Albanese, Director, 386-446-6763 option 4.

RECOMMENDATIONS: Request the Board approve the attached FY 2020 State Aid to Libraries Annual Plan of Service.

ATTACHMENTS:
1. State Aid Estimate for FY 2020
2. FY 2020 Annual Plan of Service
<table>
<thead>
<tr>
<th>County</th>
<th>2018-19 Grants OPERATING GRANT</th>
<th>2019-20 Estimated Grants OPERATING GRANT</th>
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## Comparison of FY2018-19 Final Grants with FY2019-20 Estimated Grants

### 8/6/2019

| County         | MIAMI-DADE | MONROE | NASSAU | OKALOOSA | OKEECHOBEE | ORANGE | OSCEOLA | PALM BEACH | PASCO | PINELLAS | POLK | PUTNAM | SAINT JOHNS | SAINT LUCIE | SANTA ROSA | SARASOTA | SEMINOLE | SUMTER | SUWANNEE | TAYLOR | UNION | VOLUSIA | WAKULLA | WALTON | WASHINGTON | ALTAMONTE SPRINGS | APALACHICOLA | BOYNTON BEACH | DELRAY BEACH | FORT MYERS BEACH | HIALEAH | LAKE PARK | LAKE WORTH | LANTANA | MAITLAND | NEW PORT RICHEY | NORTH MIAMI |
|----------------|------------|--------|--------|----------|------------|--------|---------|------------|-------|----------|------|--------|------------|------------|------------|----------|----------|---------|--------|---------|--------|---------|--------|--------|---------|--------|---------|---------|--------|---------|
| 2018-19 Grants | 1,363,324  | 0      | 30,811 | 85,284   | 6,853      | 830,417| 162,424 | 1,002,522  | 148,477| 709,858  | 249,327| 12,050 | 134,619    | 100,926    | 45,251     | 258,743  | 148,756  | 56,961  | 28,247  | 5,608  | 3,252  | 376,694 | 6,896  | 18,784  | 6,478  | 10,053  | 2,141  | 60,001  | 54,726  | 31,454  | 32,615  | 7,192  | 12,320  | 3,741  | 17,625  | 22,272  | 22,620  |
| Difference      | 208,907    | 0      | 2,002  | 6,599    | 13,259     | 123,386| 14,098  | 54,631     | 21,902 | 37,952   | 53,015 | (20,579)| 15,864     | 17,413     | 3,662      | 13,710   | 7,953    | 9,750   | 33,220  | (3,378) | 2,926  | 27,651  | 4,426  | 1,389   | 4,318  | 68,675  | 1,575   | 6,266   | 212     | 921     | 783     | 891     | 3,491   |

### Page 2 of 3
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<td>OPERATING GRANT</td>
<td>EQUALIZATION GRANT</td>
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The Fiscal Year (FY) 2019-20 estimates were based on estimated local expenditures for FY 2017-18 provided in the December 2018 State Aid application.

Grant amounts and eligibility for Equalization Grants will change after the certified expenditures are received in October 2019.
This is our Annual Plan of Service for Fiscal Year 2019-2020, which is based on the goals and objectives as set forth in the Flagler County Public Library’s Three-Year Long Range Plan for Fiscal Years 2020-2023.

**Long-Range Plan**

The Long-Range Plan was created from information collected during the planning process. This process allowed library staff to develop an understanding of the strengths and weaknesses of the library system as well as the opportunities and threats presented by the environment in which the library system operates. The Annual Plan should be read and understood in conjunction with the Long-Range Plan currently in effect. Following is the vision and mission statement, which was predicated on the collective needs of a growing and diverse community.

**Vision Statement:**

Flagler County Public Library is a platform on which the community can interact, create and learn.

**Mission Statement:**

Flagler County Public Library provides a welcoming environment that encourages self-directed education; civic engagement; and instructive and enlightening experiences.

**Goals for FY 2019 – 2020**

<table>
<thead>
<tr>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Enrich the Quality of Life through Exceptional Customer Experiences</strong></td>
</tr>
<tr>
<td><strong>Ensure the Needed Planning Documents are Current</strong></td>
</tr>
<tr>
<td><strong>Enhance Awareness of the Library and its Resources through Community Outreach</strong></td>
</tr>
<tr>
<td><strong>Develop Creative and Educational Classes, Workshops and Events that are of Interest to all Ages</strong></td>
</tr>
<tr>
<td><strong>Improve and Expand Services to Enable Greater Access, Comfort and Functionality</strong></td>
</tr>
<tr>
<td><strong>Create Collections and Services to Support Community Priorities and Needs</strong></td>
</tr>
</tbody>
</table>
Goal 1: **Enrich the Quality of Life through Exceptional Customer Experiences**

1.1 **Provide Staff Training**
   - Provide staff/volunteers with on-going training in day-to-day operations of the library reinforcing customer service.
   - Ensure staff acting as passport agents complete the required annual online training and allow access to in-person training when available.
   - Encourage staff to utilize all training opportunities through local multi-type library cooperatives, professional organizations, and State and National Library Conferences.
   - Provide “Staff Development Day” for all staff to interact and learn as a team.

1.2 **Seek Customer Input**
   - Develop a library user survey to seek customer input and implement improvements
   - Collect evaluations and surveys from customers to enhance, improve and expand quality of classes, workshops and events both existing and new.

1.3 **Enhance and Improve Technology**
   - As budget allows and/or with alternative funding sources, Grant funds, evaluate cost and feasibility of Upgrading Microsoft Office to newest version.
   - As budget allows and/or alternative funding sources, Grant funds, evaluate need and cost for other technology such as hotspots and charging stations.
   - Evaluate alternatives to our current photocopying service.
   - Explore purchasing classroom-teaching tools/technology such as tablets with the cables required to connect them to a projector for literacy initiatives.
   - Evaluate feasibility of adding Virtual Reality headsets as a teaching tool.
   - Evaluate cost effective bibliographic record services for replacement of the previously, state funded OCLC service.

Goal 2: **Ensure the Needed Planning Documents are Current**

2.1 **Review Current Plans and Make Appropriate Change**
   - Review, update and train staff on the Disaster Plan.
   - Prepare the 2021 Annual Plan of Service for State Aid

2.2 **Update Operational Policies and Procedures**
   - Prepare revisions for policies scheduled for review and present to Library Board for approval.
   - Encourage staff suggestions for improvements to library operations that will enhance the customer experience.
   - Evaluate feasibility of waiving fines for all juvenile and young adult material to encourage literacy and remove barriers from access.
Goal 3: Enhance Awareness of the Library and its Resources through Community Outreach

3.1 Promote Library Services
- Prepare in-house flyers and brochures for various services, classes, workshops or events.
- Promote classes, workshops and events through advertising with the local radio station, in local newspapers, and on the library website.
- Use Social Media to promote library events and services.
- Explore the possibility of adding a more robust calendar with features that would create a platform to manage and promote our events in a variety of categories including location and type of event.

3.2 Outreach to Local Agencies
- Staff will work with local learning centers, youth centers and senior centers to establish needed literacy classes.
- The Bunnell Branch will continue to act as the Media Center for the First Baptist Christian Academy.
- Staff will collaborate with the Senior Services Department Manager to provide needed services for the senior population.

Goal 4: Develop Creative and Educational Classes, Workshops and Events that are of Interest to all Ages.

4.1 Continue to Host Movie Matinees
- Staff will host movie matinees and educational documentaries, and book-to-movie screenings, which will incorporate Young Adult/Adult selections and movies on the school reading lists.

4.2 Continue Early Literacy Initiatives
- Host monthly multigenerational Lego workshops to encourage literacy through play; acquire the ability for abstract thought and symbolic representation and an understanding of rules – all of which are fundamental for linguistic processing.
- Provide story classes and baby classes to help build listening skills through creative play and a foundation for subsequent reading and writing. These activities help expand their vocabularies and stimulates brain development in children.
- Children’s and Teen staff will provide STEM related classes and workshops, to include coding and robotics.
- Staff will continue to collaborate with the Flagler Humane Society to provide monthly PAWS to Read classes for beginning readers.
4.3 Provide Summer Reading Workshops and Events
- Continue to host educational and entertaining Summer Reading Workshops and Events for all ages.
- Engage the Adult population to increase participation in the Adult Summer Reading Program through hosting additional events and movies to support the theme.

4.4 Offer Classes, Workshops and Events that are open to all ages
- The Youth Services Coordinator will plan various classes, workshops and events that will be open to both teens and adults to bridge the generational gap and provide a collaborative environment.
- Library staff will present a multigenerational program known as “Library-Con” to provide information and expose the world of anime/manga, comics, Star Wars, and TV production to library customers of all ages.
- Library staff will plan and present themed escape rooms to educate and enthrall all ages.

4.5 Expand Adult Literacy Initiatives, Classes, Workshops and Events
- Continue to utilize the mobile e-lab to provide instructional classes/workshops on various topics to promote adult literacy.
- Continue collaborating with the Flagler County Extension Master Gardeners to provide monthly plant clinics.
- Continue collaborating with various local organizations to provide educational and informational events to the community (e.g. Constitution Day partnership with the Sons of the American Revolution).
- Provide literacy classes for seniors and collaborate with the County Senior Services Department and other local organizations such as Elder Source.

Goal 5: Improve and Expand Services to Enable Greater Access, Comfort and Functionality

5.1 Improve Physical Facility and Library Property
- Remodel the restrooms in the Palm Coast Branch of the library system per FY 20 Budget.
- Begin the design phase of the new Southern Library per FY 20 Budget.

5.2 Evaluate Services and Implement Improvements
- As budget allows and/or with alternative funding sources, Grant funds, evaluate and research possibilities and best practices for homebound delivery services.
- Utilize a “pop-up” library device in a remote location for virtual use of popular e-book content by residents with or without a library card. This will market and promote use of the public library its resources and services.
- Research the cost to provide on an annual basis, several scholarships to local adults, through our previously state funded Career Online High School, in order to attain a High School Diploma with a career certificate.
5.3 Evaluate the use of Social Media for Publicity
- Promote the library Facebook page to increase followers.
- Pursue access to additional social media venues, such as YouTube and Instagram, for library information in order to connect with our digital natives, Generation Z.

Goal 6: Create Collections to Support Community Priorities and Needs

6.1 Focus on the Collection
- Develop new and expand current collections to educate and enlighten.
- Review statistics and customer suggestions to improve collection and resources.
- Clean up the catalog by removing records for lost and missing items.
- Consider adding an online analytics to assist staff to improve collection development.
- Evaluate new magazine databases based on customer requests and add as budget allows and/or with alternative funding sources. (FY 20 Budget)
- Evaluate new online streaming media sites to provide tutorials in business, creative, educational and technical skills.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7d

SUBJECT: FY 2020 Adjustment of FTE Count for Flagler County Public Library.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: There are 17.1 FTE positions allocated in the 2020 library budget including two unfilled part-time positions. These positions are as follows a Library Assistant I at .50 and a Library Assistant I at .60. The Library is requesting to combine the two part-time positions into a 1.0 Library Assistant I position. This would reduce our overall FTE count by 0.1 from 17.1 to 17.0. This change will not increase the library budget.

FUNDING INFORMATION: Staff positions are budgeted in 001-3400-571-10, there will be no additional cost associated with this FTE adjustment.

DEPARTMENT CONTACT: Holly W. Albanese, Director, 386-446-6763 option 4.

RECOMMENDATIONS: Request the Board approve the adjustment of the Library FTE count from 17.1 to 17.0 and change two part-time positions to one full-time position.

ATTACHMENTS: None
SUBJECT: Consideration of a Grant Application to the State of Florida 911 Board for the E911 State Grant to Include Geographic Information Systems (GIS) Data Support for $183,084.00.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to submit a grant application to extend the previously awarded grant to provide data support for Geographic Information Systems (GIS). Periodically, the State of Florida E911 Board opens up grant cycles to assist counties replacing necessary equipment and providing required services.

The E911 Board approved a grant request for $178,840 to provide data support for Geographic Information Systems (GIS) in February 2019 at no additional cost to the County. This year’s grant is to extend our existing agreement with Akimeka, our 3rd party vendor, for one additional year.

This project’s scope is to verify all GIS data in the county, verify the appropriate centerline data in the GIS database, compare the Master Street Addressing Guide (MSAG) to the GIS data, and look for any addressing anomalies or omissions. The National Emergency Number Association (NENA) requires a match rate of 98% between the MSAG and the telephone companies Automatic Location Information (ALI). This project will verify and correct any errors assuring Flagler County is reaching this requirement. This grant will continue to allow the County to align the GIS database and MSAG with the physical addresses throughout the County, as well as prepare the County for the future upgrade to Next Generation 911 model (NG911).

The grant deadline is December 1, 2019.

FUNDING INFORMATION: Funding will be appropriated when the grant is received.

DEPARTMENT CONTACT: Jarrod M. Shupe, Chief Information Officer / 911 Coordinator, (386) 313-4281

RECOMMENDATION: Request the Board approve and authorize the Chair to execute the grant applications to the State of Florida 911 Board. If awarded, authorize the County Administrator to execute the grant agreements, budget transfers, and all documents associated with the acceptance, implementation, and closeout of the grant.

ATTACHMENTS:
1. Grant Application
Application Instructions For The
E911 STATE
GRANT PROGRAM

W Form 3A, incorporated by reference in Florida Administrative Code Rule 60FF1-5.003 E911 State Grant Programs Revised June June, 2019
1.0 Purpose

The Florida E911 State Grant Program is to assist counties with the replacement or upgrade of Enhanced 911 (E911) systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG911) systems and services.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida is eligible to apply for this grant program.

3.0 Definitions

A. Enhanced 911 (E911): Means an enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under s. 365.171, and that provides for automatic number identification and automatic location-identification features.

B. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.


D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.

E. Public Safety Answering Point (PSAP): Means the public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the state E911 plan.
4.0 **E911 State Grant Program Calendar**

The E911 Board will accept applications up to two times a year for the State Grant Program.

<table>
<thead>
<tr>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Counties submit Application</td>
</tr>
<tr>
<td>E911 Board Members evaluate applications</td>
</tr>
<tr>
<td>E911 Board votes on applications to fund at regularly scheduled meeting</td>
</tr>
<tr>
<td>E911 Board sends notification letter of awards approved for funding</td>
</tr>
<tr>
<td>Grant Term</td>
</tr>
</tbody>
</table>
5.0 General Conditions

Applications must be delivered to the following address:
State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or Electronically to E911BoardElectronicGrantReports@dms.myflorida.com
Electronic receipt of the grant application and all attachments is preferred.

5.1 The applicant shall provide Application Form items 1 through 14, and the associated quotes. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of a State E911 Grant Program as published in the Florida Administrative Register. Failure to provide these documents will result in automatic rejection of the grant application. Emailed electronic submission is the preferred method of delivery.

5.2 Pursuant to sec 365.172(6), 365.172(10), 365.173(2) F.S., grant funds must only be used for the following items/services: to upgrade or replace E911 systems; to develop and maintain statewide or regional 911 routing, geographic information systems, and management (GIS and MIS); and to develop and maintain next-generation 911 (NG911) services and equipment; and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty costs shall be calculated to account for only the first-year warranty.

5.3 Only the percentage of service and equipment directly attributable to provisioning of 911 is eligible.

5.4 All maintenance requests for eligible services and equipment shall be combined into a single application which includes the breakdown of individual cost.

5.5 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling $35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.

5.6 If the grant application does not exceed the threshold amount of $195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county’s purchasing department that the project is a sole source procurement based on the county’s purchasing requirements, which shall be provided with this
grant application. Include pricing justification in the sole source letter from the county’s purchasing department.

5.7 Applicants requesting items from different funding priorities should complete a separate item #12 Budget/Expenditure Report for each priority. See Addendum I - Funding Priorities for the E911 State Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same item #12 Budget/Expenditure Report and shall comply with General Conditions items 5.5 and 5.6.

5.8 Should two or more counties jointly apply for a grant, the lead county will be required to complete and submit a grant application detailing the funds requested. The lead county is responsible for the funds. A memorandum of understanding (MOU) or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition’s items 5.5 and 5.6. The lead county shall be responsible for payment of the vendors’ invoices and will submit the request for reimbursement to the Board.

5.9 Procurement shall be based on the county’s purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Condition’s item 6.3.5.

5.10 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.11 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon “yet to be” determined fees for products and services by the proposer or any other third party required for implementation.

5.12 The county shall provide information on the county’s preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. A State grant award may be limited by the carry forward balance in compliance with sub-paragraph 365.172(6)(a) 3.c., F. S. and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12, Budget/Quarterly Expenditure Report.

5.13 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
5.14 Funding requests contingent upon “beta testing” or for products and services not in general production and installation will not be funded.

6.0 **Specifically Excluded E911 Expenses**

6.1 Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel will not be funded.

6.2 Wireline database costs from the local exchange carrier, vehicle expenses will not be funded. Interconnecting hardware and network equipment for NG-911 PSAPs are fundable.

6.3 Funding limitations are specified on the following items:

6.3.1 Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded on more than the first year implementation period.

6.3.2 Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county either one primary or one secondary PSAP. Counties with only one PSAP in the county, with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.

6.3.3 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed $186.00.

7.0 **Approval and Award**

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards may also be withheld if the county is not in compliance with Board reporting requirements.

7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 State Grant Program.
7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, reasonableness of cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in Florida Statute 365.173 (2) (h) 1., 2., and 3., the State E911 Plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County and State alternatives. All stepped pricing should be thoroughly explained including the corresponding benefits for the County and the E911 Board.

8.0 Financial and Administrative Requirements

8.1 Grant funds shall be provided on a cost reimbursement basis.

8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.

8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress disbursement with a completed Financial Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment.

8.4 Reimbursement claims shall include only expenditures related to the specific grant and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.

8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County.

8.7 Responsibility for property, equipment, or services, obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
8.8 If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro rata basis.

8.9 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.

8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

Withhold grant payments pending grantee correction of the deficiency, disapprove all or part of the cost of the activity or action not in compliance, suspend or terminate the current award for the grantee’s project, suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.

8.11 Grant awards, or portion thereof may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of associated funding.

8.12 Any grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board’s Post Office Box address:

Florida E911 Board
PO Box 7117
Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

9.1 Grantees will be required to submit both:

- Quarterly reports on the Budget/Quarterly Expenditures Report, Form #12
- Quarterly Status Report, Appendix III.

9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.2 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.

9.2 At project completion, a final Budget/Quarterly Expenditure Report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of
the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.

9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form.

9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within two years of award. Good cause documentation shall include a new project timeline schedule.

9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board for a total of three years.

9.9.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.

9.4 The Quarterly Status Report, Appendix III shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

9.5 Final document submission and closeout of a grant does not affect the E911 Board’s right to disallow costs and recover funds based on an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.
STATE OF FLORIDA E911 BOARD
E911 STATE GRANT PROGRAM APPLICATION FORM

Total Amount Requested: $183,084.00

Project Title: GIS Data Support – 1 year extension

1. Board of County Commissioners Chair: Donald O’Brien
   Mailing Address: 1769 East Moody Boulevard
                   Bldg #2, BoCC Administration
   City: Bunnell
   State: Florida Zip: 32110
   Phone: (386) 313-4001
   Email Address: dobrien@flaglercounty.org

2. County 911 Coordinator: Jarrod Shupe
   Mailing Address: 1769 East Moody Boulevard
                   Bldg #3, IT
   City: Bunnell
   State: Florida Zip: 32110
   Phone: (386) 313-4281
   Email Address: jshupe@flaglercounty.org

3. Federal Tax ID Number: 59-6000605

Application for E911 State Grant Program, revised June 2019
Page 1
W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 E911 State Grant Programs
4. **County Fact Information**

<table>
<thead>
<tr>
<th>County</th>
<th>Flagler</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Number of Incoming Nonwireless Trunks</td>
<td>12</td>
</tr>
<tr>
<td>Total Number of Incoming Wireless Trunks</td>
<td>8</td>
</tr>
<tr>
<td>Number of PSAP’s</td>
<td>1 (1 Primary, 1 Backup but 1 geo-diverse system)</td>
</tr>
<tr>
<td>Number of Call-taking Positions per PSAP</td>
<td>12 Primary, 6 Backup</td>
</tr>
<tr>
<td>Total Volume of 911 Calls</td>
<td>42,316</td>
</tr>
</tbody>
</table>

What equipment is needed to provision the Enhanced 911 system? Already in place, but require GIS Data Support

What equipment is requested in this grant application? No equipment, just GIS Data Support

**Financial Information:**

1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance? $203,293

2.) What are the current annual costs for maintenance of items included in 1? $150,493

3.) Total amount of E911 fee revenue received in the preceding year. $505,250.15

4.) Total amount of county carry forward funding retained in the preceding year. $93,596.23

5.) Current total amount of county carry forward funding? $300,820

6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.12 multiplied by 2) $303,150

7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.) $-2,330
5. Describe your county’s existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Flagler County’s existing 911 System is NG-911 compliant Solacom Guardian system that was installed 2018. The 911 primary PSAP (Twelve (12) positions) is located at the Flagler County Emergency Operation Center and the backup (Six (6) positions) at Flagler County Sheriff’s Jail Administration building. The netclocks and recorders were also upgraded in 2018. Private fiber was installed between the primary and backup centers in 2018, and both centers were completely remodeled in 2018. All 911 calls are answered and directly dispatched for the Sheriff’s Office, Bunnell and Flagler Beach Police departments, Palm Coast, Flagler Beach, and Flagler County fire departments as well as all Emergency Medical Services.

6. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

The goal of this project is to continue and complete the work that is necessary to be completed following our grant award for GIS Data Support. This will synchronize the primary databases utilized in our 911 system to accurately locate the caller; Geographic Information System (GIS), Master Street Addressing Guide (MSAG) and the Automatic Location Information (ALI). Quarterly our vendor will provide us with a report of all changes on all 3 databases, quality checks, identified issues, anticipated issues and a synchronization audit. Our vendor will be working directly in our versioned enterprise environment and will reconcile and post their edits frequently throughout the day. Instead of waiting, once staff accepts our vendors edits the GIS update the GIS updates will be pushed at a minimum of twice per month to our CAD system for immediate use. We will be striving to each and possibly even surpass the federal NENA standard of 98% synchronization upon completion of this project. Statute changes, as well as additional work is necessary, thus requiring us to extend this support for an additional year.
7. **Justification of the need for the proposed project.** Provide detailed information on the existing system’s condition including a detailed justification for any system with an expected remaining life of less than 1 year on system, standalone equipment or Software(SW) replacement, addition or upgrade requests.

   In the past the governmental entities within Flagler County took various responsibilities for addressing within their jurisdictions. Flagler has worked diligently in recent years to form cooperative allegiances with each municipality. Interlocal agreements have been signed by all parties, agreeing that Flagler County will administer the centralized 911 addressing database. These agreements have allowed Flagler County to adopt standard operating procedures county-wide and to adhere to these policies for all addressing projects. However, with over 78,000 previously issued addresses we do need outside assistance to bring standardization to our historical data.

8. **Describe why your county will not be able to complete this project without this grant funding.**

   Flagler County is an amazing place to live, work and/or play! The secret is out and we are growing at an alarming rate. With just two GIS staff people, averaging well over 50 addresses per week and assisting 375 internal customers with their GIS needs as well. Staff does scrub data periodically as their time will allow, but a much more time intensive analysis is needed.

9. **Briefly describe how this grant project would conform with the State E911 Plan.**

   Federal goals for data synchronization are 98%. The State of Florida would very much like to have all counties reach that goal as well. Flagler shares GIS data with the GIS Coordinators at Volusia, St Johns & Putnam Counties. Synchronizing our data to the 98% match would give all 4 counties more confidence in the sharing of data.

10. **Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.**

    Our selected vendor to continue working with is Akimeka. From our previous grant, Flagler would be provided with a quarterly update. We asked to reserve the ability to apply for a future grant to further exceed the detailed analysis, should it prove needed. With these setbacks and additional needs that were analyzed, it has proven to be needed. This grant will start 4/1/2020.

11. **If applicable, sole source justification must include sole source letter from county’s purchasing department; see instruction 5.5.**

    This is a continuation with our previous granted and selected vendor is Akimeka. This extension was incorporated in the original contract.
12. **Budget/Quarterly Expenditure Report**

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

<table>
<thead>
<tr>
<th>County:</th>
<th>Flagler</th>
<th>Grant Number:</th>
<th>Report Date:</th>
</tr>
</thead>
</table>

**For Grant Period Ending:**
- [ ] March 31
- [ ] June 20
- [ ] September 30
- [ ] December 31

**Year:**

**Is This a Final Report?**
- [ ] Yes
- [ ] No

*(To request reimbursement please submit appendix IV)*

<table>
<thead>
<tr>
<th>Proposed Budget</th>
<th>USE FOR QUARTERLY REPORTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Line Item—Provide detail itemized information</strong></td>
<td><strong>Unit Price ($)</strong></td>
</tr>
<tr>
<td>A. Systems (Hardware, Software, Equipment &amp; Labor)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Total System Items</td>
<td></td>
</tr>
<tr>
<td>B. Services (Training, Maintenance and Warranty Items)</td>
<td>$45,771.00</td>
</tr>
<tr>
<td>GIS Data Support</td>
<td></td>
</tr>
</tbody>
</table>

**Less any Applied County Carry Forward or other Funding (if applicable)**

**Grant Request Total**

<table>
<thead>
<tr>
<th>USE FOR ALL REPORTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Amount of Grant Awarded</strong></td>
</tr>
<tr>
<td><strong>Final Completion Date</strong></td>
</tr>
</tbody>
</table>

______________________________
Signature, County 911 Coordinator
13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

_________________________________________    ________________________
SIGNATURE                                   DATE

  Donald J. O’Brien
Printed Name

  Chair, Flagler County Board of County Commissioners
Position
Appendix I

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number “E911”; paragraph (10) (shown below).

Section 365.172 (10), Florida Statutes

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.
(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.
### Request for Change

**Name of County:**

**Date Grant Awarded:**

**Extension Period:**

**Grant number:**

<table>
<thead>
<tr>
<th>BUDGET LINE ITEM</th>
<th>CHANGE FROM</th>
<th>CHANGE TO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Justification For Change:**

____________________________________

**Signature of Authorized Official**

__________________________________

**Date**

---

For E911 Board use only.

**Approved:** Yes ☐ No ☐

**E911 Board’s Authorized Representative**

__________________________________

**Date**

---
Quarterly Status Report

County: Flagler
Grant Number: 
Report Date: 
Grant Period Ending: 

Project Status Update:

Problems/Delays:

______________________________  ____________________
Signature of Authorized Official  Date
Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

<table>
<thead>
<tr>
<th>County: Flagler</th>
<th>Grant Number:</th>
<th>Request Number:</th>
<th>Request Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>Deliverable Items</th>
<th>Unit Price ($)</th>
<th>Quantity</th>
<th>Total Amount ($)</th>
<th>Previous Request Amount ($)</th>
<th>Current Request Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Systems (Hardware, Software, Equipment &amp; Labor)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Services (Training, Maintenance and Warranty Items)</td>
<td>GIS Data Support</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grant Request Total**

**Request payment of funding (if applicable)** ☐

[Justification of payment funding need: ]

_______________________________
Signature, County 911 Coordinator
Addendum I

Funding Priorities for the E911 State Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 State Grant Program will be made on a PRIORITY basis. There will be nine (7) priorities as identified below:

PRIORITY 1: Primary and/or Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Systems that require new or replacement of critical or necessary hardware or software. This may include the following Primary and/or secondary PSAPs system equipment, listed in order of funding priority a-h:

a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
b. Lightning Protection Equipment
c. Uninterruptible Power Supply system and or Generator
d. E911 Logging Equipment
e. County E911 Standalone ALI Database Equipment
f. E911 Map Display Equipment
g. New additional 911 Call Taker Position Equipment
h. Net clock

PRIORITY 3: Consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one. This may include regional consolidated backup systems for counties consolidating backup systems for two or more counties.

PRIORITY 4: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through c:

a. E911 Map System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
b. GIS Centerline, point generation and map accuracy systems
c. GIS Data support

PRIORITY 5: Development and maintenance of 911 routing statewide, geographic, and management information systems. (Funded by Prepaid wireless)

PRIORITY 6: NG-911 Equipment and Services.

PRIORITY 7: Backup system equipment (see Priority 2)

PRIORITY 8: Aerial Photography / Imaging
  • Overhead (Nadir) images
PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 call taker workstation console/furniture (the portion related to 911)
Telecommunicator Workstation Console / Furniture

Regional E911 system project requests related to systems and equipment will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>County</th>
<th>Fiscal Year</th>
<th>County Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Flagler</td>
<td>2019</td>
<td></td>
</tr>
</tbody>
</table>

| 2       | Wireless E911 Fee Revenue | $292,213.78 |
| 3       | Non-wireless E911 Fee Revenue (LEC, wireline, & VoIP) | $149,055.48 |
| 4       | Prepaid E911 Fee Revenue | $63,980.89 |
| 5       | E911 State Grant Revenue (Grant required unique accounting code) | $89,420.00 |
| 6       | Rural County Grant Revenue (Grant required unique accounting code) | $ - |
| 7       | Emergency Grant Revenue (Grant required unique accounting code) | $ - |
| 8       | Rural County Supplemental Disbursement | $ - |
| 9       | E911 Board Special Disbursement | $ - |
| 10      | Total E911 Fee Revenue | $505,250.15 |

| Item No. | E911 Fee Revenue and Supplemental and Special Disbursement Expenditures | $411,653.92 |
| 11       | County Funded E911 Expenditures | $435,159.30 |
| 12       | Subtotal Expenditures | $846,813.22 |
| 13       | E911 State Grant Expenditures | $89,420.00 |
| 14       | Rural County Grant Expenditures | $ - |
| 15       | Emergency Grant Expenditures | $ - |
| 16       | Subtotal Grant Expenditures | $89,420.00 |
| 17       | Total E911 Expenditures | $936,233.22 |

| Item No. | Allowable County Carry Forward Amount | $151,575.05 |
| 19       | Actual County Carry Forward Amount | $93,596.23 |
| 20       | Excess Cost Recovery | $(435,159.30) |

Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.

Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19

Calculation (Item #10 +Item #8 +Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.

| Item No. | Name of person preparing response: Jarrod Shupe |
| 24       | Title/Position of person preparing response: Chief Information Officer / 911 Coordinator |
| 25       | Telephone number: 386-313-4281 |
| 26       | E-Mail address of person preparing response: jsuhe@flaglercounty.org |
| 27       | Date: 10/28/2019 |

In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes

Incorporated by reference in Fla. Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds and Excess Funding

3/11/2015
TECHNICAL & COST PROPOSAL WITH STATEMENT OF WORK (SOW)

9-1-1 Geographic Information System (GIS), Master Street Address Guide (MSAG), Automatic Location Identification (ALI) Database Correction and Sustainment

FLAGLER COUNTY, FL

SUBMITTED TO:
Flagler County
1769 E. Moody Blvd.
Bldg. 3
Bunnell, FL 32110

AUTHORIZED CONTACT:
Mr. Jarrod Shupe
9-1-1 Coordinator/IT Director
Flagler County
Phone: 386-313-4281
Email: jshupe@flaglercounty.org

SUBMITTED BY:
Akimeka, LLC
901 N. Lake Destiny Dr.
Ste. 151
Maitland, FL 32751
DUNS: 969675123

PERSON AUTHORIZED TO SIGN THIS STATEMENT OF WORK:
Jenna Harrison
Contracts Manager
Phone: 407.475.3804
Email: JMHarrison@akimeka.com

A Subsidiary of VSE Corporation
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**Figure 1.** Akimeka, LLC Data Synch Cycle for Public Safety GIS. *Recognized as the “gold standard”, the methodical and comprehensive approach for securing accurate and useful data improves synchronization of all critical Public Safety databases and eases time and effort of valuable resources. The results reveal increased match rates, as high as 100%, and efficient response times, proven by a 2 minute reduction in police response time for high priority police 911 calls.* .......................................................... 2

**Figure 2.** Data Preparation and Standardization Phase. *The data and accuracy is the driving force of all preparedness to Next Generation. Without standardized and accurate data, moving to next generation is meaningless, as every component uses GIS data. And, although there is software that automates this process, the most critical verification of this phase - the 9-1-1 System and CAD System’s acceptance capability - cannot be automated. Working with Flagler County’s GIS team, Akimeka ensures that accurate and useful data is sufficiently accepted by these systems for support to all first responders - telecommunications, police, fire and EMS.* .................................................. 4
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January 24, 2019

Flagler County
Mr. Jarrod Shupe
1769 E. Moody Blvd.
Bldg. 3
Bunnell, FL 32110

Subject: Technical and Cost Proposal with Statement of Work (SOW) for 9-1-1 Geographic Information System (GIS), Master Street Address Guide (MSAG), and Automatic Location Identification (ALI) Database Correction and Sustainment

Dear Mr. Shupe:

Akimeka, LLC (Akimeka) is pleased to submit the enclosed Technical and Cost Proposal, include a Statement of Work (SOW) for the subject effort. This document presents the details of how we plan to complete the work for Flagler County; it also includes assumptions about the work itself and what we will need from you in order to complete the project successfully.

Akimeka, a subsidiary of VSE Corporation, is an Information Technology / Information Management (IT/IM) company with a focus on Enhanced 9-1-1 Location Data Accuracy Services to include Geographic Information System (GIS), Master Street Address Guide (MSAG), and Automatic Location Identification (ALI) database support, delivering complete, accurate, and useful data.

Akimeka is licensed to do business in Florida and has facilities in Maitland, Orange County, Florida.

If you have any questions about this Statement of Work, please contact either myself or Sue Pettingill, Team Lead, at 407-475-3818.

Sincerely,

Jenna Harrison
Contracts Manager
Phone: 407-475-3804
Email: JMHarrison@akimeka.com
STAY SYNCHRONIZED WITH ACCURATE AND USEFUL DATA FOR EVERY CALL AND LOCATION

The synchronization of the three main databases - the (GIS) Geographic Information System, Master Street Address Guide (MSAG), and the Automatic Location Information (ALI) - is critical in order to support the accuracy required in locating 9-1-1 callers. Each one of these databases hold valuable information in identifying the exact location of a caller. It is imperative that each county performs their due diligence to ensure that the record reflected during a call is accurate within each of the three databases. If one data element is missing or incorrect in one of the databases, the possibility of having inaccurate information displayed increases.

As counties strive to meet FCC standards, they continue to experience data accuracy discrepancies, database synchronization issues, and challenges relevant to wireless calling. In an effort to better serve the public’s safety, counties in the United States, specifically throughout Florida, turn to data and database management experts, such as Akimeka, LLC.

The Trusted Advisor

With the ability to reach accuracy rates of over 99%, Akimeka is the trusted leader in data and database management services providing a variety of offerings for Public Safety including correcting data errors in all databases - GIS, MSAG and ALI. The goal is to not only assist counties with obtaining the National Emergency Number Association’s (NENA) standard for a 98% accurate match rate, but ensuring that the 98% rate is continuously maintained so emergency responders accurately locate 9-1-1 callers, achieving faster response times and the increased potential for saving lives and property.

Working with Flagler County, our experts understand the wants and needs in order to alleviate challenges for Flagler County addressing and public safety. By providing the GIS, MSAG and ALI database correction services, Akimeka takes the responsibility to correct and maintain vital addressing data, spatially correct existing and new addresses on the GIS mapping, and synchronize the data to ensure an increase in accuracy beyond the current Flagler County match rates, thus providing additional efficiencies for the county and productivity to current GIS and addressing staff.

A La Carte Services

Akimeka offers a suite of vendor agnostic data cleansing and synchronization services, that begins with a comprehensive analysis and planning session, and drives through audits, assessments, synchronization, data correction, and sustainment services.

Flagler County is aware that while 98% synchronization is the desired goal, a phased/progressive approach is the most reasonable for cost efficiencies. The production of quality GIS information involves significant steps by a number of individuals and often across various departments. Akimeka facilitates the effort and collaboration required to ensure GIS data is highly usable and reliable.

With over a decade of experience, the Akimeka solution, all-encompassing, and known as the Data Synch Cycle (Figure 1), is a model of success; the gold standard. The most accurate and useful levels of data does not happen automatically; it requires intervention from experienced and superior professionals, through a methodical approach, and sustained via ongoing GIS, MSAG, and ALI data preservation keeping in pace with the ever-changing landscape and quality of 9-1-1 systems.

1 In 2015, FCC Chairman, Tom Wheeler identified the State of Hawaii as a “model of success” in GIS Public Safety; following a process innovated and implemented by Akimeka for accurate and useful data/database synchronization at a county, regional, and state-level.
1.0 PERFORMANCE WORK STATEMENT

In a trusted partnership, Flagler County achieves a higher level of accuracy through the synchronization and maintenance of GIS, MSAG, and ALI databases; an accomplishment Akimeka achieves with other customers over the last ten (10) years of providing 9-1-1 data and database management services.

To enhance the ability to locate the 9-1-1 caller, Akimeka uses NENA and industry standards and best practices, as well as our defined, branded and innovative processes and standards that improve and ensure the accuracy of the caller’s location.

Key elements of the project include:

- All-encompassing operational analysis and planning
- Synchronizing GIS database to the MSAG and ALI databases and vice versa to improve 9-1-1 caller location accuracy
- Implementing corrective action plans for GIS, MSAG, and ALI database accuracy
- Standardizing data across the databases
- Establishing NENA compliant data
- Updating and maintaining GIS, MSAG, and ALI databases

**Key Differentiator:** An essential component of Akimeka’s Data Synch Cycle is our process of collecting, validating and translating address information from a standardized Flagler County GIS database into proper MSAG addresses by coordinating and updating location databases with the Local Exchange Carrier (LEC). Akimeka formats and structures the address information while facilitating ongoing and transparent communication so that the data is unique to the wants and needs of Flagler County. Akimeka’s project team gives emphasis to the control and quality, confirming progress of the effort through accurate and timely deliverables. The project lead reviews the detailed project schedule, timeline and milestones.
STATEMENT OF WORK

upon awarded contract; as such, the standard Data Synch Cycle as illustrated above (Figure 1), proves sensible and realistic to other similar Florida counties.

1.1 NEEDS ANALYSIS AND PLANNING

Prior to the collaborative determination for a solution for Flagler County, Akimeka experts review the provided data. During the initial stages of the project, Akimeka considers this preceding assessment and then performs an extensive needs analysis, which involves a more in-depth assessment of Flagler County’s existing procedures, software and hardware as they relate to this project in order to ensure no other constraints exist as barriers to the success of the project.

This Needs Analysis (Deliverable 1) constitutes the foundation for developing the strategy and workflows that Akimeka utilizes throughout the project. Already having a baseline understanding of the initial corrections and updates needed to improve Flagler County, Akimeka experts are already strategically planning for the first phase, and will discuss this during the kick-off meeting, as well as any other items that may not be included within the scope of this project. If additional items are brought out during this kick-off meeting, all could be addressed by either: 1) a change in scope agreed to in writing by either parties, or 2) work for subsequent projects. All in all, Flagler County can be confident that all services referenced herein, are from a trusted advisor with no hidden fees or additional costs, unlike other service providers, who may not price for all necessary tasks at time of proposal.

In addition, throughout the project Akimeka provides regular status updates via a Quarterly Status Report (QSR) (Deliverable 2) including:

- Monthly activities to include all GIS, MSAG, and ALI changes/upgrades to include a list of newly added GIS address data by Flagler County’s GIS team
- Identified issues/problems encountered during the quarter
- Anticipated issues/problems and mitigation strategies for the following quarter
- Goals for the next reporting period
- Summary of Impact - items impacting Flagler County’s E9-1-1 systems and operations that Akimeka is aware of and will be described in the narrative summary of the QSR

1.2 DATABASE SYNCHRONIZATION

The synchronization of the three databases - GIS, MSAG, and ALI - facilitates improvement of 9-1-1 caller location accuracy by indicating where standardization and data corrections should be made within each database. The synchronization process allows Akimeka to create a report of discrepancies such as: odd even restrictors, missing community names, missing street names, missing addresses, and range errors. Once Akimeka personnel identify the discrepancies, they work directly with Flagler County staff to verify and correct each discrepancy, while other GIS vendors provide the report and depend on county staff to make the corrections themselves, thus extending the project timeline and adding additional tasks to an already busy day-to-day operation.

Akimeka performs quarterly synchronization audits throughout project duration, apprising Flagler County of continuous match rate increases via the Quarterly Status Report (QSR) (Deliverable 2). Akimeka’s database synchronization services ensure Flagler County’s 9-1-1 GIS data complies with current and emerging NENA standards and provides Flagler County with a performance measurement matrix regarding the match rate of the data within the E9-1-1 databases needed to eventually reach NENA’s 98% requirement for NG9-1-1.
1.2.1 DATA PREPARATION AND STANDARDIZATION
The GIS, MSAG, and ALI databases are a vital component of the Flagler County E9-1-1 System, as they provide 9-1-1 call takers and first responders with the address location of a 9-1-1 call.

As mentioned above, during Data Preparation, our GIS Analyst gathers critical data provided as a result of the kick-off meeting, performs the initial data synchronization, prepares the discrepancy report, and completes a full analysis.

Standardizing Flagler County’s GIS, MSAG and ALI databases occurs during the clean-up effort and results in an improved overall quality of the data and increased match percentage. Standardized data throughout the GIS and MSAG produces more consistent and accurate caller location identification, leading to effective and timely emergency responses.

For example, a street suffix in the MSAG might be “AV” for avenue, whereas the GIS may show the street suffix as “AVE”. Therefore, to create a match, Akimeka determines the standard suffix abbreviation and corrects the appropriate database.

<table>
<thead>
<tr>
<th>ORIGINAL</th>
<th>STANDARDIZED</th>
</tr>
</thead>
<tbody>
<tr>
<td>PD</td>
<td>Street</td>
</tr>
<tr>
<td>North Oak</td>
<td>St</td>
</tr>
<tr>
<td>Orange Blossom Trail</td>
<td></td>
</tr>
<tr>
<td>E 23</td>
<td></td>
</tr>
<tr>
<td>N</td>
<td>Hiawassee</td>
</tr>
<tr>
<td>S</td>
<td>Grand W Parkway</td>
</tr>
<tr>
<td>University Plaza</td>
<td></td>
</tr>
<tr>
<td>East Metrowest</td>
<td>Blvd</td>
</tr>
</tbody>
</table>

Figure 2. Data Preparation and Standardization Phase. The data and accuracy is the driving force of all preparedness to Next Generation. Without standardized and accurate data, moving to next generation is meaningless, as every component uses GIS data. And, although there is software that automates this process, the most critical verification of this phase – the 9-1-1 System and CAD System’s acceptance capability – cannot be automated. Working with Flagler County’s GIS team, Akimeka ensures that accurate and useful data is sufficiently accepted by these systems for support to all first responders – telecommunications, police, fire and EMS.

1.2.2 DATA CORRECTIONS, QUARTERLY SYNCHRONIZATION, STATUS REPORTING

1.2.2.1 GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASE
The GIS database provides call-takers and dispatchers with a visual element (map) indicating the 9-1-1 caller’s location. The GIS database requires several critical layers needed to support the functionality of location validation in the E9-1-1 system. These layers include:

- Road Centerline Layer
- Site/Structure Address Point (SSAP)
- PSAP Boundary Layer
- Jurisdictional/Emergency Service Boundary (ESB) Layer (Emergency Service Numbers (ESN) and Emergency Service Zones (ESZ))
- Provisioning Boundary Layers
- Incorporated Municipality and County Boundary Layers
- MSAG Communities
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To make sure that all GIS layers have no attribute or spatial errors, Akimeka runs topology and models created to check for possible errors. Synchronization discrepancy reports of the GIS database specify the information Akimeka’s GIS Analysts will correct or update so the location information will be an exact match to MSAG and ALI databases, as address information currently in the MSAG and ALI may not exist in the current GIS database or vice versa. In collaboration with Flagler County’s GIS team, Akimeka makes changes and enhancements as required to the 9-1-1 GIS layers and existing GIS data, focusing on spatial accuracy and NG9-1-1 standards, while Flagler County continues addressing.

As the project continues, a time may come when field work is necessary to validate address pinpoints or locate missing and/or unverifiable addresses that cannot be located via imagery. Our GIS Analyst works directly with Flagler County’s preferred point of contact to schedule this travel and plan appropriate routes to ensure public awareness and limited disruption or no compromise to public safety. Recognizing that field work is dependent on the initial quality of the data, Akimeka takes a conservative approach to provide the best valuable solution.

1.2.2.2 MSAG AND ALI DATABASE

The MSAG database contains street names and high/low address number ranges, pre/post street directional, odd/even restrictors, communities defining ESZs and their associated ESNs to enable proper routing of 9-1-1 calls.

The ALI database exists as a “companion database” or “supplemental database” to the MSAG database and is owned by the respective LEC. The ALI database contains proprietary information regarding the caller’s name and telephone number, address/location information associated with the telephone number, and supplemental emergency services information regarding the location from which the call originated and to which PSAP the call should be routed.

Akimeka works with the LEC in obtaining Flagler County’s ALI database information, which is also run through the synchronization process. Resulting synchronization discrepancy reports of the MSAG/ALI indicate what information Akimeka corrects in each of these databases. The discrepancy reports reflect any addresses in the GIS which do not exist in the current MSAG/ALI databases.

Each correction or update is made to match the GIS information exactly. Akimeka identifies, corrects, and updates street ranges, street pre/post directional, street names, street odd/even restrictors, and MSAG communities for known and/or unrecognized streets by working with the municipal addressing authorities within the 9-1-1 services area, or jurisdiction. This requires research including the cooperation of the county/municipal addressing authorities to identify the valid MSAG information. Akimeka submits 9-1-1 transaction request(s) to establish the valid MSAG street range, street name, etc., and correct ESN accordingly with the database maintenance service provider (DBMSP).

Akimeka reports ongoing activity or changes made to the 9-1-1 MSAG during the calendar month on a quarterly basis via the QSR (Deliverable 2). In addition, Akimeka’s analysts and coordinators perform two-way and/or three-way synchronization audits that illustrates any additional errors and further corrections necessary to reach the NENA 98% standard. While 98% synchronization is the desired goal, Flagler County, in conjunction with Akimeka,
understand the progressive approach is the most valuable cycle to mitigate any cost or operational impact risks to the county or PSAPs, and typically, required to keep in pace with the ever-changing landscape and sustainment of a quality 9-1-1 system.

1.3 DATA AND DATABASE SUSTAINMENT

Akimeka conducts continuous database sustainment post 98% synchronization. Beyond the necessary data corrections and standardization of the GIS, MSAG and ALI databases, Akimeka will implement ongoing database enhancements, such as spatial corrections and continued quarterly synchronization audits during the contract period if the 98% synchronization standard is reached. Should the standard not be reached during this contract period, a follow-on optional contract is recommended (Section 5.1).

Having a continuous database sustainment and maintenance effort ensures Flagler County PSAPs and first responders continue to have the most up-to-date and accurate location information, thereby enabling them to execute their public safety duties in a more efficient and effective manner.

By approving the continuity of data and database management services provided by Akimeka, Flagler County receives assured stability in their GIS data; stability that is necessary and essential for public safety. Akimeka shall continue providing 9-1-1 data and database management through a series of corrective and synchronization cycles for the base period of 12 months, with one (1) optional follow-on 12 month period of performance; should we reach the 98% NENA standard during that timeframe, the contract would enter its sustainment mode during which Akimeka will provide notification to open terms for contract negotiations, while we continue spatially correcting address points and street centerlines (as necessary) and providing quarterly synchronization audits.

1.4 TRusted ADVISORY

With the increased demand for 9-1-1 system reliability and interoperability, counties across the nation are also in need of improvements to their 9-1-1 operations. With challenges such as inaccurate and inconsistent data, resulting in incorrect map display, 9-1-1 Coordinators are seeking assistance correcting the 9-1-1 GIS data; where some are unable to synchronize their databases due to limited bandwidth or resources to support the increasing demands for NG9-1-1 readiness. 9-1-1 is a difficult job and the mission has not changed over the course of several years. Ultimately, public safety strives to save lives, protect our communities and protect our property. What should be made clear is that challenges may continue through the evolution of 9-1-1, regardless of the technology. Because there is a wide range of other challenges, and because each PSAP is unique, standardization of the data used by the technologies is absolutely critical. With Akimeka’s repeatable process, Flagler County can achieve the 98% preferred match rate, and higher.

Flagler County leadership can be certain in the efficiency of the correction effort and the accuracy and usefulness of its data. The roadmap for data corrections and database synchronization also includes the plan to achieve the vision and mission of Flagler County. With a public safety program backed by experienced and qualified individuals with direct county public safety experience, Flagler County receives the advisory
support necessary to meet the scope of work for this data correction project. In addition, the benefit of Akimeka collaboratively working in Flagler County’s GIS database to make the correction and enhancements to previously existing data, while Flagler County’s team continues addressing for the rapidly growing county, is real-time updates to the 9-1-1 GIS layers, pushed daily to telecommunicators. This allows Flagler County’s GIS Coordinator to readily have the information necessary to push updates to the CAD system in accordance with Flagler’s current processes and procedures to support first responders timely, further allowing the challenge of the validity of street centerlines to be resolved promptly.

1.5 QUALITY ASSURANCE / QUALITY CONTROL

Akimeka Quality Management System (QMS) ensures Akimeka’s service delivery processes provided to Flagler County are measured and monitored appropriately. The QMS processes, based on industry best practices and the proven quality frameworks of International Organization of Standardization (ISO) 9001:2015, ensure a repeatable and efficient process minimizing cost, improving consistency, and supporting continuous improvement. The established quality process framework, backed by Project Management Institute (PMI) and Project Management Book of Knowledge (PMBOK), includes 9001:2015 for operations support.

Flagler County benefits from a program-tested Quality Control Plan (QCP) that monitors and maximizes quality. The QCP defines the techniques, procedures, and methodologies used to assure timely delivery of services described in the PWS (Sections 1.1-1.5). Akimeka’s corporate management fully supports a strong commitment to implement Quality Assurance and Control effectively on each task performed.

The goals of a QCP ensure:

- Project outcomes/results meet Flagler County’s expectations
- The project is being accomplished within the agreed upon time frame and costs
- Communications of results and conclusions to all involved, with an understanding of the recommendations, and the ability to implement action plans
- Utilization of satisfactory methods and appropriate techniques during fact finding and analysis
- The presentation and format of all deliverables meet client standards
- Identification, communication and management of risks in a timely manner

Akimeka commits to meet these quality assurance goals using two primary techniques:

1. Performing a formal review of work in progress during scheduled meetings
2. Soliciting client satisfaction feedback

It is important to note that while Akimeka is working collaboratively with Flagler County within the GIS database, the quality and integrity of the data is backed by the agreed to responsibilities of each entity. This means that Flagler County supports the quality of new address data and Akimeka ensures the quality and integrity of the enhancements to existing GIS data. Akimeka follows Quality Management Principles, in all aspects of this contract, communicating any critique, suggestions for improvement, as well as the corrective action taken as warranted via meeting minutes and within the QSR (Deliverable 2). Depending on the severity and nature of the situation, Akimeka develops a formal (written) action plan, sharing with Flagler County representatives to correct any identified deficiencies.

2.0 RESPONSIBILITIES AND ASSUMPTIONS

As with any partnership, both parties play vital roles in order to ensure a successful project outcome. Akimeka is fully prepared to deliver on the roles and responsibilities outlined
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throughout this Statement of Work (SOW). The following identifies the roles and responsibilities of both parties. The items in this section and sub-sections are vital to the project where timely delivery in a timely manner avoids project delays and/or changes in project scope or costs.

2.1 AKIMEKA RESPONSIBILITIES

Akimeka has a clear understanding of the requirements and responsibilities associated with this SOW. Akimeka, unless further directed to do otherwise, shall:

- Provide appropriate project personnel (e.g., Team Lead, MSAG Coordinators, GIS Analysts, Solutions Architects, etc.) to perform GIS, MSAG, and ALI database synchronization and corrective services and duties
- Provide any and all tools and/or software required to perform the tasks set out in this SOW
- Perform corrections and updates in a “live version” of the GIS database, while also making the corrections and updates in the MSAG and ALI databases
- Maintain a list of Akimeka employees authorized to work on Flagler County’s GIS, MSAG and ALI databases
- Implement an effective project management strategy providing a project plan / roadmap as part of the Needs Analysis (Deliverable 1)
- Make available all deliverables identified for Akimeka throughout Section 1.1 and Section 1.5

2.2 FLAGLER COUNTY RESPONSIBILITIES

Flagler County coordinates these services with Akimeka and has a clear understanding of the requirements and responsibilities associated with this SOW. As such Flagler County will:

- Notify Akimeka of any changes in (county or vendor) personnel responsible for providing information and or data essential to the completion of the project
- Inform Akimeka in the event that there will be a change to the existing Customer Premise Equipment (CPE) that uses GIS, MSAG and ALI information within 30 days prior to impact
- Provide remote access to current county GIS and MSAG database within 10 business days of contract start date with continued access through the duration of the contract to view, query, initiate record corrections and pull extracts in order to perform corrections and synchronization work, for appropriate Akimeka personnel
- Follow county processes and procedures to ensure changes and updates are made to the County Computer Aided Dispatch (CAD) and 9-1-1 Mapping systems
- Notify Akimeka in the event there will be a new CAD system or, the CAD system vendor performs a modification to the system that may affect the display of the mapping products and/or updates made by Akimeka for Flagler County
- Notify Akimeka in the event that access to the MSAG and/or ALI databases for Akimeka employees has changed for any reason
- Deliver to Akimeka one ALI TN and address report download from the DBMSP, within two (2) weeks of Akimeka’s request, within the contract timeframe
- Make available to Akimeka copies of all newly acquired maps (electronic or hard copy), used by Flagler County that can serve as a resource and would be useful for GIS layer updates, corrections, and/or modifications
- Continue adding new streets and addresses to the GIS Database per county processes and procedures
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- Provide Akimeka with a list of new address updates or discrepancies, especially those as a result of a 9-1-1 call on a monthly basis to ensure quality of the collaborative effort. NOTE: the monthly deadline date will be determined after issuance of PO and during the first kick-off meeting
- Provide support and validation related to any 9-1-1 data discrepancies within 72 hours of request made by Akimeka, unless agreed upon otherwise

2.3 PROJECT ASSUMPTIONS

Akimeka works with Flagler County along with other required organizations and service providers to progressively standardize, reconcile and synchronize Flagler County’s GIS, MSAG and ALI data to facilitate an increase in 9-1-1 caller location accuracy. In order to achieve the desired goal of this project, Akimeka assumes the following:

- Flagler County has disclosed all relevant information about their E9-1-1 System and will respond in a timely basis to any requests for clarification, address and other conflicting data resolution, etc.
- Flagler County’s GIS team will only enter new address information in the GIS database, and as such, will not make changes or updates to any existing data
- **MSAG and ALI Record Edits/Corrections and Transaction Inputs** - There will be no restrictions regarding the number and types of corrections or edits made to the MSAG records imposed by the LEC, AT&T and West, the current DBMS provider (soon to be Indigital), during a given day/week/month period.
- **Third party support** - Flagler County will obtain signed Letters of Agency (LOA) from service providers to support Akimeka data access, bulk change, etc. This includes support from vendors/solution providers associated with Flagler County 9-1-1 software and systems.
  - AT&T and West/Indigital will work with Akimeka under the Letters of Agency provided to them by Flagler County to:
    - Provide data requested
    - Perform database updates per requests
    - Work with Akimeka to resolve record issues
    - Provide Akimeka with access to on demand MSAG reports
    - Coordinate data access for Akimeka’s employees within 30 days from the start of the contract
- **Any moving of the Flagler County PSAP and Installing New Equipment** to another building will be done in a manner that will not affect the contractual services that Akimeka performs. Should this occur, Flagler County and Akimeka together determine a resolution collaboratively for any issues or challenges that result.
- **The CAD and/or Mapping system** is capable of utilizing the updated map files worked on by Akimeka for Flagler County to upload to their CAD/Mapping files in accordance with the county’s standard processes and procedures
  
  **NOTE**: Akimeka recommends a testing phase during kick-off to ensure quality
- **Map Imagery of Flagler County** - Akimeka will use the imagery in the current GIS system provided by Flagler County. Should there be a need where additional imagery is necessary, Akimeka will provide high quality NENA compliant map imagery downloaded from the State of Florida Department of Transportation (FDOT), providing the imagery data is available through their website. If the FDOT imagery data becomes unobtainable, Akimeka will alternatively use the good quality, standard, NENA compliant ESRI basemap imagery.
3.0 DELIVERABLES

Akimeka’s customer-focused approach provides Flagler County synchronization results with GIS, MSAG and ALI database updates, allowing Flagler County to see continuous data improvements from project onset. These improvements will enable the Flagler County PSAPs and emergency responders to more accurately locate 9-1-1 callers thus achieving faster response times and an increased potential for saving lives and property.

Table 1. GIS, MSAG, and ALI Database Correction Services Deliverables

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Title/Details</th>
<th>Initial</th>
<th>Subsequent</th>
<th>Task Cross Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1</td>
<td>Needs Analysis – A formal documentation of the Flagler County environment and their processes, the project plan / roadmap, and the initial Synchronization Audit</td>
<td>30 days after Contract Start*</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Deliverable 2</td>
<td>Quarterly Status Report (QSR) – All activity undertaken during the quarter (3-month period) of the 9-1-1 databases complying with NENA standards and ensuring operational accuracy. Details within this report include: - GIS changes, including a quality check of all new GIS address data as provided via monthly listings by Flagler County - MSAG and ALI changes - Identified issues/problems encountered during the month - Anticipated issues/problems and mitigation strategies for the following month - Goals for the next reporting period - Summary of Impact – items that impacted the Flagler County’s 9-1-1 systems and operations that Akimeka is aware of - Synchronization Audit - Final Synchronization Report included only in the final quarter of service in this period of performance</td>
<td>Within the first seven (7) business days after the end of first quarterly period</td>
<td>Provided within seven (7) business days after the end of each subsequent quarterly period</td>
<td></td>
</tr>
</tbody>
</table>

*Considering receipt of current GIS and MSAG database access within 10 business days from contract start
4.0 RISK MITIGATION STRATEGY

Akimeka provides a risk management strategy that involves how to structure and perform risk management for Flagler County to ensure that identification, management and mitigation of risks at acceptable levels. The purpose of this exercise is to provide a framework of how to identify and manage these potential events (risks) before they become actual events (issues).

Based on the company-wide risk management strategy, the risk management strategy entails customized use for Flagler County’s project requirements. The purpose and approach focuses on identifying, evaluating, mitigating and responding to risks that could affect any aspect of the SOW. Our objective is to minimize the impact of unplanned incidents by identifying and addressing potential risks before negative consequences occur.

For each task, Akimeka identifies potential risks, and evaluates the probability of occurrence and potential impact for each risk. The developed risk mitigation plan includes a risk register (as illustrated in Table 2 below), and is proactively monitored during the program for the manifestation of known risks and any addition of new risks as they are identified. In this way, risk is managed effectively. We meet regularly to review the status of all identified risks as well as actions for the project. Risk status is part of our regular status review and reporting process. This plan contains a revision history log which is part of the meeting minutes and QSR (Deliverable 2).

Table 2. Sample Project Risk Reporting

<table>
<thead>
<tr>
<th>Identify</th>
<th>Evaluate</th>
<th>Mitigate</th>
<th>Monitor / Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer Aided Dispatch (CAD) data requirements may require manual configuration</td>
<td>Probability: Medium Impact: Moderate Overall Risk Level: Moderate</td>
<td>Work with CAD vendor to determine a work-around</td>
<td>Publish minutes on meetings with the vendor to the team.</td>
</tr>
<tr>
<td>Protection of MSAG and ALI data</td>
<td>Probability: Low Impact: Moderate Overall Risk Level: Moderate</td>
<td>Data changes, additions, and deletions must all be approved in writing by Flagler County prior to updating MSAG and ALI databases</td>
<td>Report completed data changes/updates to Flagler County via weekly/monthly/as needed status meetings</td>
</tr>
</tbody>
</table>
5.0 MILESTONES AND PAYMENT TERMS

The total fixed price for the Base Period of the project is $178,840.00 for the 12 month period of performance. This cost, paid in installments, align with the project milestones listed in Table 3 below. Upon reaching each milestone, Akimeka will submit a Milestone Acceptance Signoff and an invoice to Flagler County. Flagler County will then submit the signed Milestone Acceptance Signoff and the invoice to the State of Florida 9-1-1 Board. Payment terms are Net 30 days from the date of invoice submission.

Table 3. Base Period: Milestone and Payments (1 April 2019 – 31 March 2020)

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Kickoff meeting</td>
<td>$44,710.00</td>
</tr>
<tr>
<td>2. Three months following Project Kickoff meeting</td>
<td>$44,710.00</td>
</tr>
<tr>
<td>3. Six months following Project Kickoff meeting</td>
<td>$44,710.00</td>
</tr>
<tr>
<td>4. Nine months following Project Kickoff meeting</td>
<td>$44,710.00</td>
</tr>
<tr>
<td><strong>Total Value of Base Period</strong></td>
<td><strong>$178,840.00</strong></td>
</tr>
</tbody>
</table>

5.1 OPTION PERIODS

By approving the continuity of data and database management services provided by Akimeka, Flagler County receives assured stability in their GIS data; stability that is necessary and essential for public safety. Akimeka shall continue providing 9-1-1 data and database management through a series of corrective and synchronization cycles for the base period of 12 months, with one (1) optional follow-on 12 month period of performance; the 12 month follow-on extension, at Flagler County’s option, will continue the work anticipated by this proposal upon the same terms and conditions (Section 7.0). Flagler County can exercise this option by providing written notice to Akimeka at least 30 days prior to the end of the base period.

Akimeka conducts continuous database sustainment post 98% synchronization. Beyond the necessary data corrections and standardization of the GIS, MSAG and ALI databases, Akimeka will focus on spatial correction and accuracy, and readiness for NG9-1-1 during the contract period if the 98% synchronization standard is reached, as discussed in Section 1.3. As such Akimeka continues to ensure that Flagler County receives accurate and up to date information through continuous sustainment of GIS, MSAG and ALI databases, with a fixed price solution.

5.1.1 OPTION PERIOD 1: MILESTONES AND PAYMENT TERMS

The total fixed price for Option Period 1 contract of this project is $183,084.00 for the 12 month period of performance, assumed for 1 April 2020 - 30 March 2021. The pricing is valid until 15 January 2020. The total fixed price of the project is further detailed by milestones in Table 4 below. Upon reaching each milestone, Akimeka will submit a Milestone Acceptance Signoff and an invoice to Flagler County.

Table 4. Option Period 1: Milestones & Payments (1 April 2020 – 30 March 2021)

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Kickoff meeting</td>
<td>$45,771.00</td>
</tr>
<tr>
<td>2. Three months following Project Kickoff meeting</td>
<td>$45,771.00</td>
</tr>
<tr>
<td>3. Six months following Project Kickoff meeting</td>
<td>$45,771.00</td>
</tr>
<tr>
<td>4. Nine months following Project Kickoff meeting</td>
<td>$45,771.00</td>
</tr>
<tr>
<td><strong>Total Value of Option Period 1</strong></td>
<td><strong>$183,084.00</strong></td>
</tr>
</tbody>
</table>
6.0 PRICING ASSUMPTIONS

In the development of the pricing of the GIS, MSAG, and ALI Database Corrections for NG9-1-1 in support of Flagler County, Akimeka has made the following assumptions:

- The anticipated base period of performance of 12 months will begin 1 April 2019 and end 30 March 2020, with option period timelines assumed as described in Section 5.1.1.
- Tasking will be accomplished as outlined in Sections 1.1-1.4, including each party’s responsibilities (Section 2.0)
  o Any deviations from the proposed tasking will result in the need to reevaluate the proposed price unless previously discussed and agreed upon during proposal negotiations
- Invoices will be submitted in accordance with the above Milestones & Payments tables, with NET 30 terms from the date of invoice submission
- With the option to extend for one additional year at the prices shown in Section 5.1.1, Flagler County may exercise the option by issuing a Purchase Order to Akimeka in the amount of the applicable option price by 15 January 2020, prior to the start of the applicable option period.
  o At any time during the performance of this contract, should the project reach sustainment mode, Akimeka will notify Flagler County and, if necessary, work to modify the Statement of Work (SOW) accordingly to continue the work performance with no changes to associated cost for that performance
7.0 TERMS AND CONDITIONS

Akimeka, LLC has developed and submitted this proposal in compliance with Florida Statute 119.01 General State Policy on Public Records.

Flagler County will coordinate and ensure that all its employees, agents and other related contractors will: (1) follow existing guidelines it currently uses to protect similar proprietary information, but not less than reasonable care appropriate to the type of information; and (2) reproduce all proprietary notices, legends or markings on all copies or extracts of the GIS data. Flagler County is responsible for training and ensuring that such notices are observed by its employees, agents and contractors.

The data evaluated, generated and distributed under this scope of work is intended for use by Flagler County, FL 9-1-1 mapping systems only. This data is provided by Akimeka, LLC, with the assistance of third party subcontractors, as is, without warranty of any kind, including by not limited to the implied warranties of merchantability or fitness for a particular purpose. Thus, this data is not intended for public release nor is it implied to be complete or accurate.

No commitment, contract, exclusivity or obligation for any business dealings or relationship is created by the disclosure and use of the GIS data. Flagler County, FL may procure, market or independently develop similar products or services or pursue discussions or business relationships with others, provided Flagler County, FL does not violate the above mentioned restrictions regarding the use of Proprietary Information. Akimeka, LLC and Flagler County, FL retain all right, title, and interest to the GIS data. No patent, copyright, trademark, or other proprietary right or license is granted or implied by the disclosure of the 9-1-1 GIS data.

8.0 ACCEPTANCE

By signing below, you confirm that you are authorized to sign on behalf of your agency/organization, and agree to the scope and terms set forth in this document.

Akimeka, LLC

Flagler County, FL

______________________________  ________________________________
Jenna Harrison, Contracts Manager  Mr. Jarrod Shupe, 9-1-1 Coordinator / IT Director

______________________________  ________________________________
Date  Date
SUBJECT: Consideration of Accepting Easements from the Florida Department of Transportation to Flagler County for the Flagler County, Florida Coastal Storm Risk Management Project with the U.S. Army Corps of Engineers.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: Presently Flagler County is progressing with two dune/beach replenishment projects.

The first is a project between Florida Department of Environmental Protection reference monuments R-79.8 (6th Street South) and R-94.2 (28th Street South) in Flagler Beach. This project is currently being designed and permitted by the U.S. Army Corps of Engineers, who will also administer construction of the “Federal” project. Through the Project Partnership Agreement (PPA) with U.S. Army Corps of Engineers, Flagler County is obligated to provide the real property interests (easements) necessary to construct the Federal project. Areas of Temporary Construction Easements to gain access to the beach and for use as contractor staging/parking are also needed. Certain defined areas of the Florida Department of Transportation (FDOT) State Road A1A right of way east of the most easterly edge of pavement have been identified by the U.S. Army Corps as being needed for the Federal project.

The second is a project between Florida Department of Environmental Protection reference monuments R-64.5 near the southerly limit of the Town of Beverly Beach and R-79.8 (6th Street South) and between R-94.2 (28th Street South) and the Volusia County line, the “Non-Federal” project. This project is currently being designed and permitted by the County’s consultant, Olsen Associates, Inc. While unlike the Federal project, the Non-Federal project does not require an easement from the FDOT along its entire length, it will require Temporary Construction Easements for beach access.

The FDOT has and continues to participate in the activities associated with the Federal and Non-Federal projects. Presently easement documents have been prepared to serve the needs and purposes of the Federal project. Any necessary easement documents for the Non-Federal project will be presented for the Board’s consideration at a later date.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Faith Alkhatib, Public Works Director/County Engineer (386) 313-4045

RECOMMENDATION: Request the Board approve acceptance of easements from the Florida Department of Transportation and authorize staff to facilitate finalization of the easements for the Federal dune/beach re-nourishment project.

ATTACHMENTS:
1. Perpetual Easement Document Form
2. Temporary Construction Easement Form
3. Easement Location Exhibit
October 31, 2019
This instrument prepared by
Robin D. Derr
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 8000
SECTION 73030
F.P. NO. 426790 1
P.M. NO. 6678-2019
STATE ROAD A-1-A
COUNTY FLAGLER

AMENDED PERPETUAL EASEMENT
Public Purpose

THIS EASEMENT, made this ______________________ by and between the
STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION, Party of the First Part, whose address is 719 South Woodland Blvd.,
DeLand, FL 32720, to
the COUNTY OF FLAGLER, a political subdivision of the State of Florida,
Party of the Second Part, 1769 East Moody Boulevard, #2, Bunnell, Florida
32110.

WITNESSETH

WHEREAS, said land hereinafter described was heretofore acquired for state
highway purposes; and

WHEREAS, the interest conveyed hereby has been declared as surplus by action of
the District Secretary, District Five, Florida Department of Transportation on May 24, 2019,
pursuant to the provisions of Section 337.25 Florida Statutes; and

WHEREAS, a Perpetual Easement was previously executed on May 24, 2019, and
recorded on June 14, 2019, at OR Book 2362, page 686, of the public records of Flagler
County, Florida; and

WHEREAS, the previous easement contained errors which require correction;

NOW, THEREFORE, the Party of the First Part hereby grants and conveys unto the
Party of the Second Part, without consideration, to be used solely for the public purposes identified herein, a perpetual easement for the purpose of maintaining the beach/dunes in, over, under, upon and through, that certain land situate in Flagler County, Florida, viz:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

SUBJECT to all Utilities in place and in use to the maintenance thereof and all other liens and encumbrances on said land, recorded or unrecorded;

PROVIDED, HOWEVER, that the Party of the First Part shall continue to perform road maintenance from the edge of pavement over the shoulder up to the beginning of the slope down to the water level and notwithstanding anything to the contrary contained herein, the Party of the First Part shall retain its right to exercise its police power to regulate public use of the land described herein, including, but not limited to, public use for parking and access.

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Party of the Second Part.

PROVIDED, FURTHER, that the property herein described is to be used exclusively for public purpose of beach/dune restoration and maintenance thereof by or on behalf of the Party of the Second Part.

ADDITIONALLY, this Amended Perpetual Easement is granted in full substitution for and in place of the Perpetual Easement previously executed on May 24, 2019, and recorded on June 14, 2019, at OR Book 2362, page 686, of the public records of Flagler County, Florida, which previous Perpetual Easement is hereby extinguished.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of
Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST: ____________________________

By: ____________________________

(Type/print name)
Executive Secretary

Michael Shannon, P.E.
District Five Secretary

(Affix Department Seal)

Legal Review

Office of General Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of __________, 20__, by Michael Shannon, P.E., District Secretary for District Five, who is personally known to me, or who has produced __________________________ as identification.

(Type/print name)
Notary Public in and for the
County and State last aforesaid.

(Affix Notary Seal)

My Commission Expires: ____________
PARCEL NO. 8000
SECTION 73030
F.P. NO. 426790 1

EXHIBIT A

PARCEL NO. 8000
SECTION 73030
F.P. NO. 426790 1

Description:

All of the existing right of way of State Road No. A-1-A, per the State of Florida State
Road Department Right of Way Map for Section 7303-202, in Sections 7, 18 and 19,
Township 12 South, Range 32 East and Section 12, Township 12 South, Range 31
East, Flagler County, Florida, lying easterly of the existing easterly edge of pavement of
said State Road No. A-1-A, as it exists on 10 April 2019; westerly of the easterly right of
way line of said State Road A-1-A; northerly of the southerly right of way line of S. 28th
St. (described in City of Flagler Beach Ordinance No. 72-11) extended easterly and
southerly of the northerly right of way line of S. 6th St. (platted as Twelfth Street on the
plat of Moody’s Subdivision of Flagler Beach, Plat Book 1, Page 24, Public Records of
Flagler County, Florida) extended easterly, and as generally shown on Sheets 6
through 14 of the Florida Department of Transportation Right of Way Map for State
Road A-1-A, Section 73030, F.P. No. 426790-1, filed in the District Five Headquarters
in DeLand, Florida and attached hereto and by this reference made a part hereof.

This legal description prepared by:
Kevin M. Maylone, Professional Land Surveyor
Florida Registration Number 3293
McKim & Creed, Inc.
Consultant for Florida Department of Transportation
District Five, Surveying & Mapping
719 South Woodland Boulevard
DeLand, Florida 32720
ATLANTIC OCEAN

SECTION 19
TOWNSHIP 12 SOUTH, RANGE 32 EAST

THIS MAP IS NOT A SURVEY

SCALE: 1" = 50'

DATA SOURCE:

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVETING AND MAPPING

FND 6"X6" SRD R/W CM 1.5 HIGH

FND 4"X4" CM W/ X ON TOP, NO ID

FND OLD RR SPIKE W/ SPIKE 0.1' BELOW PAVT

FND UNDER PAVT, NO ID

MATCHED AREA IS A PERPETUAL PUBLIC PURPOSE EASEMENT CONVEYED TO FLAGLER COUNTY

PUNCH MARK IN CENTER

FND 5/8" IRC "FDOT"

FND 5/8" REBAR NO ID

FND 5/8" IRC "STEPHENS LS 2379"

FND 5/8" REBAR NO ID

FND UNDER PAVT, NO ID

_FND 6"X6" SRD R/W CM 1.5 HIGH

_FND UNDER PAVT, NO ID

_FND 5/8" IRC "STEPHENS LS 2379"

_FND 5/8" IRC "FDOT"

_FND UNDER PAVT, NO ID

_FND 6"X6" SRD R/W CM 1.5 HIGH

_FND UNDER PAVT, NO ID

_FND 5/8" IRC "STEPHENS LS 2379"

_FND 5/8" IRC "FDOT"

_FINAL

_K MAYLONE

_START

FLAGS

S.MILLER

 flagship

A P P R O X I M A T E  E D G E  O F  V E G E T A T IO N

STATE ROAD NO. A-1-A

SCALE:

DATA SOURCE:

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVETING AND MAPPING

continued
ATLANTIC OCEAN

SECTION 19, TOWNSHIP 12 SOUTH, RANGE 32 EAST

HATCHED AREA IS A PERPETUAL PUBLIC PURPOSE EASEMENT
CONVEYED TO FLAGLER COUNTY

THIS MAP IS NOT A SURVEY

S.R. 4-1-A FROM VOLUSIA COUNTY LINE TO S.R. 100 (MOODY BLVD.)

PB 3, PG 24
PB 3, PG 41
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"

PB 3, PG 24
PB 3, PG 30

MOBB'S
SUBDIVISION

8000 &

N67°50'13"E: 0.23'(F)
N21°20'38"W

FND 5/8" IRC
"STEPHENSON
LB 6422"

P E R  P B  3  P G  4 1
F N D  5/8 " IRC "S T E P H E N S O N  L B  6 4 2 2 

PER SECTION 7303-202

FND 5/8" IRC
"STEPHENSON
LB 6422"
EXISTING R/W LINE

PER SECTION 7303-202

11/05/10

CENTRAL AVE
50' R/W (P)

ATLANTIC OCEAN

TOWNSHIP 12 SOUTH

SCALE: 1" = 50'

NOTE: THE GRAPHICAL REPRESENTATION OF BLOCK MOODY'S SUBDIVISION, EXISTING OCCUPATION, AND EASEMENTS FROM THEXmlAttribute omitted} OBSCURED BY X MARKED ON TRSE OF PROPERTY LINE CONVERSION TO FLAGLER COUNTY.
November 4, 2019
This instrument prepared by
Robin D. Derr
Under the direction of
FREDRICK W. LOOSE, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 7000
SECTION 73030
F.P. NO. 426790-1
P.M. NO. 6678-2019
STATE ROAD A-1-A
COUNTY FLAGLER

TEMPORARY EASEMENT

THIS EASEMENT, made this _________________ by and between the STATE OF FLORIDA by and through the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, grantor, whose address is 719 South Woodland Blvd., DeLand, FL 32720, to the COUNTY OF FLAGLER, a political subdivision of the State of Florida, grantee, 1769 East Moody Boulevard, #2, Bunnell, Florida 32110.

WITNESSETH: that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement and right-of-way in, on, over and across the land described in Schedule A, for a period not to exceed five years beginning with date hereof, for use by the grantee, its successors, assigns, representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Federal beach/dune projects together with the right to trim, cut, fell and remove therefrom all trees, underbrush, and any other vegetation within the limits of the easement.

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the remaining existing structural improvements located outside of the land described herein will not be damaged.

UPON COMPLETION of the project, the area of this temporary construction easement will be restored to a condition as nearly as possible to its original condition.
IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary, District Five and its seal to be hereunto affixed, attested by its Executive Secretary, on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ATTEST: ____________________________  By: ____________________________

__________________________________
(Type/print name)  Michael Shannon, P.E.
Executive Secretary  District Five Secretary

(Affix Department Seal)

Legal Review

______________________________
Office of General Counsel
Counsel

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of ____________, 20__, by Michael Shannon, P.E., District Secretary for District Five, who is personally known to me, or who has produced ______________________ as identification.

__________________________________
(Type/print name)
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: __________________

(Affix Notary Seal)
Schedule A

The land that is authorized to be used under this Temporary Easement is the crescent shaped parking lot along SR A1A in Flagler County that is identified and depicted on the attached Attachment 1 to this Schedule A and by this reference made a part hereof.
Description:

All of the existing right of way of State Road No. A-1-A, per the State of Florida State Road Department Right of Way Map for Section 7303-202, in Section 19, Township 12 South, Range 32 East, Flagler County, Florida, lying easterly of the existing easterly edge of pavement of said State Road No. A-1-A, as it exists on 10 April 2019; westerly of the easterly right of way line of said State Road A-1-A; northerly of the south line of said Section 19 and southerly of the southerly right of way line of S. 28th St. (described in City of Flagler Beach Ordinance No. 72-11) extended easterly, and as generally shown on Sheets 5 and 6 of the Florida Department of Transportation Right of Way Map for State Road A-1-A, Section 73030, F.P. No. 426790-1, filed in the District Five Headquarters in DeLand, Florida and attached hereto and by this reference made a part hereof.

This legal description prepared by:
Kevin M. Maylone, Professional Land Surveyor
Florida Registration Number 3293
McKim & Creed, Inc.
Consultant for Florida Department of Transportation
District Five, Surveying & Mapping
719 South Woodland Boulevard
DeLand, Florida 32720
ATLANTIC OCEAN

NOTE:

PARCEL ToDo IS A TEMPORARY CONSTRUCTION EASEMENT GRANTED TO FLAGLER COUNTY FOR THE PORTION OF THE EXISTING RIGHT OF WAY OF STATE ROAD NO. A-1-A Lying Easterly OF THE EASTERLY EDGE OF PAVEMENT AND Westerly OF THE EASTERLY EXISTING RIGHT OF WAY LINE.

SECTION 19, TOWNSHIP 12 SOUTH, RANGE 32 EAST

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

THIS MAP IS NOT A SURVEY
L.R. A-1-A FROM VOLUSIA COUNTY LINE TO S.R. 100 (HEGGY BLVD)
SUBJECT: Consideration to Amend the FY2018-2019 Budget.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: Staff is seeking approval to amend the FY2018-2019 Budget with several budget transfers from reserves and between departments, within the same fund. Staff has also included four Unanticipated Revenue Resolutions to appropriate funding that was not previously included in the FY2018-2019 Budget.

Normally these items would be resolved during a public hearing, however staff is attempting to reserve public hearings for the items that will alter the bottom-line of any fund.

FUNDING INFORMATION: Funding will be appropriated within the correct Fund, Department, and Category with the approval of the attached Budget Transfers and Unanticipated Revenue Resolutions.

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

RECOMMENDATION: Request the Board approve Budget Transfers 19-143 through 19-151 and Unanticipated Revenue Resolutions for Additional Florida Emergency Management Funding, EOC Roof Grant, E911 Grant and Airport Runway Grant.

ATTACHMENTS:
1. Budget Transfer 19-143
2. Budget Transfer 19-144
3. Budget Transfer 19-145
4. Budget Transfer 19-146
5. Budget Transfer 19-147
6. Budget Transfer 19-148
7. Budget Transfer 19-149
8. Budget Transfer 19-150
9. Budget Transfer 19-151
10. Unanticipated Revenue Resolution – Additional 184
11. Unanticipated Revenue Resolution – EOC Roof Grant
12. Unanticipated Revenue Resolution – E911 Grant
13. Unanticipated Revenue Resolution – Airport Runway
attachment 1

---

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

BTR 19 - 143  
DATE: 11/05/19  
PREPARED BY: BE  
PAGE 1 OF 1

**FUND:** Constitutional Gas Tax  
**DEPARTMENT / DIVISION:** Reserves - Reserves

**EXPLANATION:** Transfer funds from Reserves for Project #445406 Resurfacing of Colbert Lane, project was expected to be completed in FY18 and Staff time related to CR 2006 from Dead Lake to CR 305 project # 443401.

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<th>FUND NO.</th>
<th>DEPT. NO.</th>
<th>SUB. NO.</th>
<th>ACCT NO.</th>
<th>PROJ NO.</th>
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<th>AMOUNT TO (CR.)</th>
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**TOTAL:**  
$212,000.00 $212,000.00 $2,797,306.00 $2,797,306.00

Financial Services Director  
APPROVAL  
DATE: 11/12/19

Administrator's  
APPROVAL  
DATE: 11/13/19

Board Action @ Meeting  
APPROVAL

POSTED BY:  
DATE POSTED:  
cc: 

---

R:\Budget Transfer\BTR19 - 143
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET TRANSFER REQUEST FORM

FUND:
Daytona North Svc Dist
DEPARTMENT / DIVISION:
Reserves - Reserves

EXPLANATION:
Transfer funds from Reserves for additional mosquito control services and additional staff time provided by the Road and Bridge Department for maintenance needs.

<table>
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<th>LINE NO.</th>
<th>FUND NO.</th>
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TOTAL
$319,871.00        $319,871.00    $1,078,035.00  $1,078,035.00

Financial Services Director
APPROVAL

Administrator's
APPROVAL

Board Action @ Meeting
APPROVAL

DATE: 11/12/19
DATE: 11-12-19

R:\Budget Transfer\BTR19 - 144
**EXPLANATION:** Transfer funds from reserves to cover impact fee inquiry and PFM investment fees.

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**TOTAL**

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Financial Services Director **APPROVAL**  
Administrator's **APPROVAL**  
Board Action @ Meeting **APPROVAL**

**DATE:** 11-12-19  
**DATE:** 11-12-19  
**DATE:** 4-12-19
## FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
### BUDGET TRANSFER REQUEST FORM

**FUND:** Group Benefits  
**DEPARTMENT / DIVISION:** Other Expenditures - Pooled Expenditures  
**DATE:** 11/07/19  
**PREPARED BY:** BE  
**PAGE 1 OF 1**

**EXPLANATION:** Transfer funds from operating and reserves to cover additional personnel services costs and additional insurance claims.

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Financial Services Director  
**APPROVAL**  
**DATE:** 11/12/19

Administrator's  
**APPROVAL**  
**DATE:** 11/12/19

Board Action @ Meeting  
**APPROVAL**  
**DATE:** 11/12/19

**POSTED BY:**  
**DATE POSTED:**  
**cc:**
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BUDGET TRANSFER REQUEST FORM  

FUND:  
Bunnell Flagler County Utility  
Plantation Bay Utility  

DEPARTMENT / DIVISION:  

EXPLANATION: Transfer funds from operating to personnel services and to engineering staff time related to Project # 642366 for the New Water Treatment System.

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Financial Services Director  
APPROVAL  
DATE: 11/12/19

Administrator's  
APPROVAL  
DATE: 11-12-19

Board Action @ Meeting  
APPROVAL

POSTED BY:  
DATE POSTED:  
cc: 

Attachment 5

R:\Budget Transfer\BTR19 - 147
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET TRANSFER REQUEST FORM

FUND: Municipal Services Fund
DEPARTMENT / DIVISION: Planning & Zoning - Current Planning

EXPLANATION: Transfer funds from personnel services to operating for the Planning and Zoning and Code Enforcement departments.

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TOTAL $26,000.00 $26,000.00 $481,122.00 $481,122.00

Financial Services Director APPROVAL DATE: 11/2/19
Administrator's APPROVAL DATE: 11-12-19
Board Action @ Meeting APPROVAL

POSTED BY: ___________________ DATE POSTED: ___________________ cc: ___________________
# Flagler County Board of County Commissioners

## Budget Transfer Request Form

**FUND:** CPF-Major Projects  
**DEPARTMENT / DIVISION:** Reserves - Reserves  
**DATE:** 11/08/19  
**PREPARED BY:** BE

**EXPLANATION:** Transfer from reserves to the following projects: project #923076 800 MHz Relocation, project #285361 Stormwater Backbone, project #310085 Princess Place Eco-Cottages, and project #610067 Justice Center Temporary Office Space.

<table>
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<th>FUND NO.</th>
<th>DEPT. NO.</th>
<th>SUB. NO.</th>
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**Financial Services Director**  
**APPROVAL**  
**DATE:** 11/3/19

**Administrator’s**  
**APPROVAL**  
**DATE:** 11-12-19

**Board Action @ Meeting**  
**APPROVAL**

**POSTED BY:**  
**DATE POSTED:**  
**cc:**
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**TOTAL** | $619,447.00 | $819,447.00 | $14,387,822.00 | $14,387,822.00

Financial Services Director: APPROVAL
Administrator: APPROVAL
Board Action @ Meeting: APPROVAL

POSTED BY: [Signature] DATE POSTED: [Date]

Attachment 8
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS  
BUDGET TRANSFER REQUEST FORM

FUND: Waste Mgmt Utility Fund
DEPARTMENT / DIVISION: Reserves - Reserves

EXPLANATION: Transfer from Reserves to operating for additional costs related to the collection of trash and recycling fees.

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<th>FUND NO.</th>
<th>DEPT. NO.</th>
<th>SUB. NO.</th>
<th>ACCT NO.</th>
<th>PROJ NO.</th>
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**TOTAL**  
$15,000.00  $15,000.00  $1,836,914.00  $1,836,914.00

Financial Services Director  APPROVAL  DATE:  11/12/19
Administrator's  APPROVAL  DATE:  11-12-19
Board Action @ Meeting  APPROVAL  DATE:  11-12-19

POSTED BY:  DATE POSTED:  cc:  

R:\Budget Transfer\BTR19 - 151
RESOLUTION NO. 2019—

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE DISASTER RELIEF FUND 184 FOR THE FISCAL YEAR 2019-20 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $50,000 from General Fund Reserves related to Hurricane Dorian; and

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

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 18th day of November 2019, that the Disaster Relief Fund 184 be amended, as follows:

DISASTER RELIEF FUND 184

**FUNDING SOURCES:**
184-0000-381.00-00 Other Sources/Interfund Transfer $50,000

**EXPENDITURES:**
184-3890-525.34-10 Operating Expenses/ Other Contracted Svs. $50,000

Project # 101917

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
RESOLUTION NO. 2019-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE GENERAL FUND 001 FOR THE FISCAL YEAR 2018-19 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $23,279 from the Florida Division of Emergency Management (FDEM); and

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

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 18th day of November 2019, that the General Fund 001 be amended, as follows:

GENERAL FUND 001

FUNDING SOURCES:
001-0000-334.24-05 Public Safety/DEM-Shelter Retrofit Prog. $23,279

EXPENDITURES:
001-8639-525.34-10 Operating Expenses/Other Contracted Svs. $23,279

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
RESOLUTION NO. 2019-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE E-911 FUND 302 FOR THE FISCAL YEAR 2018-19 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $178,840 from the E911 State Grant Program; and

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

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 18th day of November 2019, that the E-911 Fund 302 be amended, as follows:

**E-911 FUND 302**

**FUNDING SOURCES:**

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**EXPENDITURES:**

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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
RESOLUTION NO. 2019-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND 401 FOR THE FISCAL YEAR 2018-19 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $639,120 from the Florida Department of Transportation (FDOT); and

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

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 18th day of November 2019, that the Airport Fund 401 be amended, as follows:

AIRPORT FUND 401

FUNDING SOURCES:
401-0000-334.41-43       DOT-Airport Development Runway 06-24       $639,120

EXPENDITURES:
401-8298-542.63-57       Capital Outlay/Design, Permitting       $639,120
Project # 050504

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
SUBJECT: Consideration of Ratification of Purchase Order 25776 to Engineering Systems, Inc. for Air Quality Investigations and Testing at the Sheriff’s Operation Center in the Amount of $20,651.58.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: In May 2018, the County contracted with Engineering Systems, Inc. to provide an air quality investigation of the Sheriff’s Operation Center. Phase 1 conducted preliminary research to assist with determining a specific hypothesis of what may be causing the problems that had been reported by employees. Upon the completion and review of Phase 1, it was determined to continue to Phase 2 in order to conduct physical testing of various areas and components in the Sheriff’s Operation Center.

Additional services were requested during the year totaling $20,651.58. The total expenditures to date for services conducted by Engineering Systems, Inc. is $67,778.11.

Staff does not anticipate additional services at this time.

FUNDING INFORMATION: Invoices for Engineering Systems, Inc. are processed through Facilities Management in account #001-1413-519.31-10.

DEPARTMENT CONTACT: Purchasing, Kris Collora (386) 313-4062

RECOMMENDATIONS: Request the Board approve the ratification of Purchase Order 25776 to Engineering Systems, Inc. for Air Quality Investigations and Testing at the Sheriff’s Operation Center in the amount of $20,651.58.

ATTACHMENTS: None
SUBJECT: Consideration of Final Ranking and Authorization to Negotiate a Contract for Request for Statement of Qualifications #19-052Q, Professional Services for Design of Paving of Hargrove Grade Road (County Route 1421) From Otis Stone Hunter Road (County Route 1422) to east of the Florida East Coast Railroad Crossing and Design of Paving of Otis Stone Hunter Road (County Road 1422)/Main Street from Intersection of County Road 13 to US 1.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: A Request for Submission of Qualifications (RSQ) was advertised in the Flagler News Tribune as well as publicly broadcast on www.myvendorlink.com. RSQ 19-052Q requested proposals from qualified firms to provide Professional Services for two projects within Flagler County, Design and Permitting of Hargrove Grade Road Reconstruction from Otis Stone Hunter Road to east of the Florida East Coast Railroad crossing and Design and Permitting of Otis Stone Hunter Road/Main Street Improvements from CR 13 to US 1.

Hargrove Grade Road project will include new pavement and drainage improvements for Hargrove Grade Road (CR 1421) from Otis Stone Hunter Road (CR 1442) to east of the Florida East Coast Railroad crossing. Total project length is approximately 3.55 miles. Project design elements will include full-depth pavement, signing & pavement markings, and paved and/or stabilized shoulders. Tie-ins to existing pavement will be included. Drainage improvements will include regrading of existing ditches, new culverts, and stormwater treatment. Drainage design will include the analysis of the contributing basin area and the capacity/condition of the existing culverts and roadside ditches.

Otis Stone Hunter Road project consists of design for the paving of Otis Stone Hunter Road (CR 1442)/Main Street Improvements from CR 13 to US 1. This project will also include the resurfacing of Main Street. Total project length is approximately 2.8 miles. Project design elements will include full-depth pavement, resurfacing, signing & pavement markings, paving and/or resurfacing to the back of the side street return, driveway reconstruction if applicable and paved and/or stabilized shoulders. Tie-ins to existing pavement will be included. Drainage improvements will include regrading of existing ditches, new culverts, and stormwater treatment. Drainage design will include the analysis of the contributing basin area and the capacity/condition of the existing culverts and roadside ditches.

On September 18, 2019, the County received six (6) responses as detailed on the attached tabulation sheet. The initial selection committee meeting was held on October 8, 2019, to rank and short list the proposals. As a result of the initial rankings, presentations were requested with the three (3) top ranked firms for each project. Presentations took place on October 31, 2019 followed by a selection committee meeting for final ranking. The selection committee recommends entering into negotiations with CONSOR Engineers, LLC for the Hargrove Grade Road project and MetaWorld Civil Consulting, LLC for the Otis Stone Hunter Road project. Negotiations will establish a scope of work, schedule and associated fees with the intent to award a contract. If negotiations with the top ranked firm should fail, staff would formally terminate negotiations and begin negotiations with the second ranked firm followed by the third ranked firm, respectively.

FUNDING INFORMATION: Funds for the Design of Paving of Hargrove Grade Road Project #469640 are budgeted in account #112-8207-541.63-57 in the amount of $587,000. Funds for the Design of Paving of Otis Stone Hunter Road Project #516068 are budgeted in account #112-
8203-541.63-57 in the amount of $415,000. Both projects have grant agreements with the Florida Department of Transportation that was approved by the Board of County Commissioners on August 5, 2019.

DEPARTMENT CONTACT: Engineering, Faith Alkhatib (386) 313-4045
Purchasing, Kris Collora (386) 313-4062

RECOMMENDATIONS: Request the Board consider the final ranking of Request for Statement of Qualifications (RSQ) #19-052Q, Professional Services for Design and Permitting of Hargrove Grade Road Reconstruction from Otis Stone Hunter Road to east of the Florida East Coast Railroad crossing and Design and Permitting of Otis Stone Hunter Road/Main Street Improvements from CR 13 to US 1 and authorize staff to negotiate a contract with the top ranked firm for each project. Upon final contract negotiation, authorize the County Administrator to execute a contract and any project related change orders within each project’s budget as approved as to form by the County Attorney.

ATTACHMENTS:
1. RSQ Tabulation
2. Final Ranking
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
RSQ Tabulation

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

RSQ NUMBER: 19-052Q
RSQ TITLE: Professional Services for the Design and Permitting of Hargrove Grade Road Reconstruction from Otis Stone Hunter Road to East of the Florida East Coast Railroad Crossing
OPENING DATE/TIME: Wednesday, September 18, 2019 at 3:00pm

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<tr>
<th>Response 1</th>
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<th>Response 3</th>
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<td>Consor Engineers, LLC</td>
<td>CPH, Inc.</td>
<td>England-Thims &amp; Miller, Inc.</td>
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<td>1511 East SR. 343 Suite 1001</td>
<td>520 Palm Coast Parkway SW Suite 200</td>
<td>33 Old Kings Road North</td>
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<tr>
<td>Winter Springs, FL 32708</td>
<td>Palm Coast, FL 32137</td>
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<td>Hanson Professional Services, Inc.</td>
<td>Matthews Design Group</td>
<td>MetaWorld Civil Consulting, LLC</td>
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<tr>
<td>8075 Gate Parkway West  Suite 204</td>
<td>7 Waldo St.</td>
<td>444 Seabreeze Blvd. Suite 715</td>
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<tr>
<td>Jacksonville, FL 32216</td>
<td>Saint Augustine, FL 32084</td>
<td>Daytona Beach, FL 32118</td>
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Open and Tabulated by: Holly Durrance, Senior Procurement Analyst
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Final Selection Committee Ranking

Request for Statement of Qualifications
19-052Q, Professional Services for the Design & Permitting of Hargrove Grade Rd. Reconstruction from Otis Stone Hunter Road to East of the FL East Coast Railroad Crossing

Meeting Time, Date, and Location
Thursday, October 31, 2019 at 12:50pm
1769 E. Moody Boulevard, Building 2
Third Floor Financial Services Conference Room
Bunnell, Florida 32110

<table>
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<tr>
<th>Firms</th>
<th>Faith Alkhatib</th>
<th>Richard Gordon</th>
<th>Susan Graham</th>
<th>Dennis Leap</th>
<th>Amy Stroger</th>
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Final Ranking

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Holly Durrance, Senior Procurement Analyst
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
Final Selection Committee Ranking

Request for Statement of Qualifications
19-052Q, Design and Permitting of Otis Stone Hunter Road Improvements from CR 13 to US 1

Meeting Time, Date, and Location
Thursday, October 31, 2019 at 12:55pm
1769 E. Moody Boulevard, Building 2
Third Floor Financial Services Conference Room
Bunnell, Florida 32110

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<td>MetaWorld Civil Consulting, LLC</td>
<td>Amy Stroger 1</td>
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Final Ranking

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<td>Hanson Professional Services</td>
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</table>

Holly Durrance
Holly Durrance, Senior Procurement Analyst
SUBJECT: Consideration of a Space/Use Agreement between Flagler County and Four Star Aero Services, Inc. for Office Space in a County Facility Located at 201 Airport Road, Suite 1, Flagler Executive Airport.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: Four Star Aero Services, Inc., desires to lease approximately 266 sq. ft. of office space located in the Airport Administration building, Suite 1. The office space will be utilized for operations associated flight training and instruction in fixed wing aircraft; sales of aviation related equipment, parts and accessories.

This is a short term lease as the Flagler Executive Airport is currently designing the new General Aviation Terminal. The current Airport Administration building will be demolished once the new facility is completed. The Space/Use Agreement for the Board’s consideration and approval is for a term of one (1) year. The lease payment is $500.00 per month. The lease will be adjusted annually according to the change in the Consumer Price Index.

Four Star Aero Services, Inc. has been a business at the Flagler Executive Airport providing aircraft maintenance and flight training since 2001.

FUNDING INFORMATION: This lease revenue was not anticipated during the budget process. The revenue associated with this agreement will be recognized with an Unanticipated Revenue Resolution. (Space Use Agreements 401-0000-344.10-20).

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

RECOMMENDATION: Request the Board approve the Space/Use Agreement between Flagler County and Four Star Aero Services, Inc. for the County facility located at 201 Airport Road, Suite 1, Flagler Executive Airport and adopt the unanticipated revenue resolution.

ATTACHMENTS:
1. Proposed Space/Use Agreement with Exhibit A and B
2. Unanticipated Revenue Resolution
FLAGLER COUNTY
SPACE USE AGREEMENT

FLAGLER COUNTY, a political subdivision of the State of Florida, (the “County”), by its execution hereof, hereby authorizes Four Star Aero Services, Inc. (the “Tenant”), to occupy space at the Flagler Executive Airport for the purpose or purposes and on the terms and conditions hereinafter stated. The County and the Tenant are hereinafter collectively referred to as the “Parties” and individually referred to as “Party”.

1. **Tenant.** The name, address and telephone number of the Tenant is as follows:

   Name: Four Star Aero Services, Inc.
   Address: 201 Airport Road, Suite 1
             Palm Coast, FL 32164
   Contact: Wayne S. Jackson
   Telephone: 386-439-5900  Fax: 386-206-4942
   E-mail fourstarair@gmail.com

---

**Tenant Financial Billing Contact(s):**

Name: Four Star Aero Services, Inc.
Address: 120 Aviation Drive
         Palm Coast, FL 32164
Telephone: 386-446-2557  Fax: 386-206-4942
E-mail fourstarair@gmail.com

---

**Tenant - 24 Hour Emergency Contacts – minimum of 2 contacts required**

Name: Wayne S. Jackson
Address:

Telephone: 386-446-2557 (Mobile)  Telephone:
2. **Assigned Space.** For and in consideration of the covenants and obligations specified in this Agreement, the County hereby leases approximately 266 square feet of office space, as depicted on Exhibit “A,” located at 201 Airport Road, Suite 1, Palm Coast, Florida (hereinafter the “Assigned Space”), to the Tenant, and the Tenant leases the Assigned Space from the County, all subject to the terms, conditions and limitations herein expressed. The Assigned Space includes access to a shared paved car parking lot, entryways and driveways, as further depicted on Exhibit “B”, attached hereto and incorporated herein by reference, as well as access to the sidewalks (the “Common Areas”), subject to the County’s reasonable written rules and regulations which shall not adversely affect the Tenant’s right to use the Assigned Space.

3. **Use of Assigned Space.**

   A. The Tenant shall use the Assigned Space for operations associated with flight training and instruction in fixed wing aircraft; sales of aviation related equipment, parts and accessories. Said use and operations shall comply with all rules and regulations of the Federal Aviation Administration, the Florida Department of Transportation, the Flagler Executive Airport Master Plan, and applicable state and local rules, regulations and ordinances. The Tenant may also use the Assigned Space for any other legal and lawful purpose that is approved, in writing, by the County Administrator and providing such uses are in compliance with all federal, state, and local regulations, including but not limited to, permitting and parking.

   B. The Parties agree that the manner in which the Assigned Space is used, developed, operated and maintained is important to the County by reason of its interest in having a premier airport facility for use by the County residents and visitors to the County. The Tenant therefore agrees to develop, operate and maintain the Assigned Space consistent with the standards agreed upon herein.

   C. In no event shall the Assigned Space be used for any purpose which would constitute a public or private nuisance or waste, including but not limited to, outside storage, the storage of non-flyable aircraft, aircraft parts, components, salvage and/or junk, paint shop, mechanical repair shop, fuel facilities, or any use not specifically permitted in this Agreement. The County shall have the right to terminate this Agreement in accordance with the procedures set forth in Paragraph 12(J), should Tenant utilize the Assigned Space in any manner inconsistent with the approved uses set forth herein.
D. The Tenant acknowledges and agrees that all parking of vehicles shall be in the designated parking areas, and there shall be no parking of vehicles on the portion of the Assigned Space that is located in the Air Operations Area (the “AOA”)(airside).

E. Notwithstanding anything herein to the contrary, all activities conducted upon the Assigned Space shall be under the exclusive control, management and direction of the Tenant. Such activities shall include, but not be limited to, the operation of Tenant’s business activities, providing for security of the Assigned Space and of its property, and the maintenance and upkeep of the Assigned Space in a safe, neat and clean condition. The County will have no involvement or role in the conduct of the Tenant's business or operations in any manner.

4. Rent.

A. Rent Payments. The Tenant agrees to pay the County rent payments in the amount of Five Hundred Dollars ($500.00) per month, plus applicable sales tax (“Base Rent”). Base Rent payments shall be paid, in advance, on the first day of each calendar month. The first payment shall be due upon execution of this Agreement. The first payment shall be in the amount of any pro-rated amounts due, in the event the Tenant takes possession of the Assigned Space prior to the 1st of the month.

B. Late Payment. Penalties for late payment shall begin to accrue after the tenth calendar day of each month at the rate of five percent (5%) for each month the Rent payment is late. If by the first day of the month following the delinquency, the Rent remains unpaid, a penalty of ten percent (10%) of the total amount which remains unpaid shall be assessed and continuing thereafter for each month assessed at the same ten percent (10%) rate on the accrued delinquent outstanding amount until the arrearage is completely paid.

C. Annual Adjustment to Base Rent. The Base Rent amounts payable herein shall be adjusted annually for the succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1 of each succeeding year, beginning with October 1, 2020. The adjustment shall be applied for any increases in the applicable Consumer Price Index (“CPI”). The CPI adjustment shall be based on the Consumer Price Index for All Urban Consumers, South Region, US City Average (reference base of 1982 – 1984 = 100), published by the US Bureau of Labor Statistics, comparing a 12-month time period ending on May 30. If the Bureau discontinues issuing the CPI, the Parties shall use the official index published by a federal government agency that is most nearly equivalent to the CPI. If no such index is available, then the Parties shall use such index or procedure that reasonably reflects increases in consumer prices in the Flagler County, Florida area. The County shall provide the Tenant with thirty (30) calendar days' notice of such adjustment, which shall become effective on the next Rental payment date following such thirty (30) calendar day notice. Notwithstanding anything contained herein to the contrary, the maximum annual adjustment to the Base Rent shall not exceed three percent (3%).
5. **Effective Date/Term/Renewal.**

   A. This Agreement shall become effective on **November 19, 2019** (the “Effective Date”).

   B. The Term of this Agreement will commence on the Effective Date and shall remain in full force and effect for a period of **One (1) year** thereafter unless sooner terminated in accordance with the terms and provisions hereof.

6. **Amount of Insurance Required.** The following insurance is required to be carried by the Tenant, at its own cost and expense, throughout the Term of this Agreement. The amounts of such required coverages are:

   - Commercial General Liability: $1,000,000 combined single limits, per occurrence based
   - Fire Legal Liability: $1,000,000
   - Pollution: $1,000,000
   - Workers Compensation: As required by the laws of Florida.
   - Automobile Liability: $1,000,000
   - Property Casualty Insurance: Replacement cost of the facility at the time of Loss.

   Prior to the Effective Date, the Tenant shall cause certificates of insurance to be furnished to the County, evidencing all such coverage and naming the County as an additional insured except with respect to Workers Compensation coverage. In addition, all such certificates shall provide that the policies shall not be cancelled, nor the limits thereunder reduced, without first providing at least thirty (30) calendar days’ written notice thereof to the County. The above coverage amounts may be increased if mandated by changes in state law.

7. **Security Deposit.** A security deposit in the amount of **Five Hundred Dollars ($500.00)** is due upon execution of this Agreement. The security deposit payment shall be held by the County subject to the provisions of Paragraph 12(P).

8. **Utility and Service Charges.**

   A. The Tenant, at its sole cost and expense, shall obtain and promptly pay for all utility, communication and other services furnished to, or consumed within, the Assigned Space, including, but not limited to, electricity, cable, water, sewer, data, heat, telephone, janitorial, grounds maintenance, phone, internet, solid waste handling and removal, including garbage pickup and any use of commercial dumpsters and all charges related to any of these services, including any tap-in, connection and/or impact fees.
B. The County shall be responsible to provide utilities to the Building and Common Areas including, but not limited to, electricity, water, sewer, heat, and waste and trash removal.

9. Improvements to Assigned Space.

A. RESERVED

B. Tenant Improvements

(1) Upon possession of the Assigned Space, the Tenant shall, at its sole cost and expense, make any changes, alterations or improvements to the Assigned Space that may be necessary for its use, subject to County’s landlord lien for Rent. County approval for minor, nonstructural work not requiring permits shall be obtained from the Airport Director, in writing. For all other work, the Tenant must obtain written approval from the County Administrator.

(2) Following receipt of written approval from the County Administrator and before applying for a building permit, or any other applicable permit, for the construction, erection, installation, or alteration of improvements within the Assigned Space, the Tenant shall submit to the Airport Director and the Planning Director all proposed plans and specifications for the activity for the County’s review and written consent. The review and approval of the plans and specifications shall be subject to all applicable federal, state and local regulations, including but not limited to, all zoning and airport development regulations. All alterations and improvements shall be consistent with the Flagler County Comprehensive Plan, Airport Master Plan, the building codes of the County, and the County’s Land Development Code. In the event of a conflict among such regulations, the more restrictive shall apply unless expressly waived by the County Administrator in writing based upon discretion conferred by applicable legal requirements. Such plans shall include a Federal Aviation Authority (FAA) “Airspace Study Checklist” (on-airport construction) and shall also be completed and submitted to the FAA for approval to the extent required by federal and state law.

(3) Any permitted alterations or improvements shall be made in a good and workmanlike manner, in accordance with approved plans, if required, and in accordance with all governmental regulations. Upon completion, the Tenant shall deliver to the Airport Director an “as built” survey and “as built” plans and specifications for the improvements, if applicable.

(4) Any construction agreements entered into between the Tenant and a general contractor or other contractor in privity with the Tenant must provide that the County will not be liable for any work performed or to be performed for the Tenant, nor shall the County be liable for any of the financial consideration or other obligations under such agreements.
(5) Prior to the County’s issuance of a building permit for any alterations or improvements, the County, in its sole discretion, may require the Tenant to provide to the County a form of security for the Tenant’s obligation to complete construction of the alterations or improvements.

10. Ownership of Improvements.

All improvements, furnishings, inventory, machinery, and equipment constructed or installed on the Assigned Space by the Tenant shall be the property of the Tenant, and the Tenant shall have legal title thereto during the Term of this Agreement. Upon the expiration or termination of this Agreement, title to all improvements constructed on the Assigned Space and any fixtures therein shall automatically revert to, and vest in, the County without necessity of any act by the Tenant. However, the Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

11. Interest of County Not Subject to Liens. It is mutually agreed that neither the fee simple title to the leased land, nor any interest of the County in the Assigned Space, may be subject to liens of any nature arising by reason of any act or omission of the Tenant or any person claiming under, by or through the Tenant, including but not limited to, mortgage liens, mechanics’ and materialmen’s liens. If, because of the Tenant’s act or omission, any construction lien, claim of lien or professional lien is filed pursuant to Florida Chapter 713 or any successor law against the County on any portion of the Assigned Space, or in the event any other type of lien is filed against the County on any portion of the Assigned Space, the Tenant shall, at its own expense and cost, cause said liens to be discharged, released or satisfied within ninety (90) days from the date of filing of any such lien.


A. Repairs and Maintenance Generally. The Tenant, at its own cost and expense, shall keep the Assigned Space, including all improvements, equipment, fixtures, furnishings and other property installed in the Assigned Space in good condition and repair, in a clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence. The Tenant shall be responsible for maintenance and for making repairs to all portions of the Assigned Space during the term of this Agreement. The Tenant shall use all reasonable precaution to prevent waste, damage or injury to the Assigned Space. Should the Tenant fail to keep and maintain the Assigned Space in good condition and repair or shall fail to use all reasonable precaution to prevent waste, damage or injury to the Assigned Space, the Tenant shall be deemed to be in default, pursuant to Paragraph 12(J).

B. Maintenance By Default. In the event the Tenant does not cure the breach of its duty to maintain the Assigned Space, within 10 days of written notification of said breach, the County shall have the option in its sole discretion to perform the maintenance and to recover such costs from the Tenant. The Tenant shall promptly pay or reimburse the County for the cost of any and all maintenance, replacement and repair which may be
required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant's use or occupancy of the Assigned Space, reasonable use and wear excepted. The County shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the improvements, fixtures, equipment and mechanical systems located therein, and the Term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to the County hereunder by reason thereof. The Tenant shall promptly pay or reimburse the County for the cost to the County of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant’s use or occupancy of the Assigned Space. Any sums not paid by Tenant within thirty (30) days from the date of County’s invoice(s) for its costs incurred under this subparagraph shall be treated as additional Rent owed to County by Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments. Further, the performance of maintenance and repair by the County shall in no event be construed as a waiver of the Tenant’s duty to maintain and repair as herein provided.

C. Tenant’s Property. Any and all property belonging to, or brought onto the Assigned Space by, the Tenant or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of the Tenant. The Tenant may place and install trade fixtures and other personal property on the Assigned Space for use in connection with its operations hereunder. The Tenant shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements which are caused by the installation or removal of any such trade fixtures and personal property. For purposes of this Agreement, the phrase “trade fixtures” is defined as any article of personal property annexed or affixed to the Assigned Space by the Tenant as a necessary part of the Tenant's trade or business, and other lawfully present personal property on the Assigned Space.

D. County’s Right to Enter. The County and its designated agents shall have the right to enter the Assigned Space at any reasonable time upon reasonable notice for inspection, maintenance, repair, attending to emergencies or any other lawful purpose. In emergency situations, where loss or damage to the Assigned Space is occurring or imminent, the County may enter any portion of the Assigned Space for the purpose of controlling the emergency situation, without prior notice.

E. Access. The Tenant and its officers, employees, agents and invitees shall be subject to the Airport minimum standards as currently in effect or as may be amended from time to time, along with all laws, rules and regulations of the County, State, or Federal Government, and the Tenant shall have the right of ingress and egress to and from the Assigned Space, as illustrated on Exhibit “B”.

F. Taxes and Assessments. The Tenant shall pay, on or before the due date established therefor all taxes, assessments (including, without limitation, storm water
utility charges) and impact fees which are levied against or in connection with the Assigned Space, the Tenant’s interest therein and the property and improvements of the Tenant for the Term hereof or attributable to the Tenant’s activities at the Assigned Space or at the Airport. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, the Tenant shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days of the applicable tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, the Tenant shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. The Tenant’s obligations under this Paragraph 12(F) shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the County, as a political subdivision of the State of Florida, of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which the County may lawfully impose on the business or property of the Tenant.

G. Rules and Regulations. The Tenant covenants and agrees to observe and comply with all Airport minimum standards, along with all laws, rules, and regulations of the County which now exist or may hereafter be promulgated or amended from time to time, governing conduct on and operations at the Airport and the use of its facilities. The Tenant further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to the Tenant, the Assigned Space, or the Airport. The Tenant agrees to pay or reimburse the County for any fines which may be assessed against the County as a result of the violation by the Tenant of any applicable security regulation at the Airport, which payment shall be made by the Tenant within fifteen (15) calendar days from the date of the County’s invoice for such amount and documentation showing that payment of such fine is the Tenant’s responsibility hereunder. Any sums not timely paid shall be treated as additional Rent owed to the County by the Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments.

H. Indemnification. The Tenant agrees to indemnify, defend and hold harmless the County, and the members (including, without limitation, members of the Flagler County Board of County Commissioners), officers, employees and agents of each, from and against liability (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing: (i) by reason or on account of damage to or destruction of any property of the County, or any property of, injury to or death of any person resulting from
or arising out of the acts or omissions of the Tenant’s officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused primarily by the County’s negligence or by the joint negligence of the County and any person other than the Tenant or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of the Agreement to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed by the Tenant. The provisions of this subparagraph shall survive the expiration or earlier termination of the Term of this Agreement with respect to any acts or omissions occurring during the Term of this Agreement.

The foregoing provisions of this subparagraph are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which the County otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by the Tenant under this Agreement.

I. Assignment and Subletting. This Agreement is personal to the Tenant. Accordingly, the Tenant may not assign this Agreement or sublet any portion of the Assigned Space without the express prior written consent of the County, which may be withheld at its sole discretion. In the event written consent is granted by the County, the Tenant shall provide the County with copies of the sublease(s) and any amendments thereto. Any purported assignment or sublet without the express written consent of the County, and any failure to provide the County with a sublease, if approved, or amendments thereto, shall be considered void from their inception, and shall be grounds for the immediate termination of this Agreement.

J. Defaults and Remedies.

(1) Defaults by Tenant. The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a “Default by Tenant” to the greatest extent allowed by law:

a. Tenant’s failure to pay Rent due under this Agreement, and the failure to pay is not cured within ten (10) calendar days after written notice has been given by the County to Tenant.

b. Abandonment of Assigned Space, or discontinuation of the Tenant’s operations.

c. Tenant’s material misrepresentation of any matter related to this Agreement.

d. Filing of insolvency, reorganization plan, or arrangement of bankruptcy.
e. Adjudication as bankrupt.

f. Making a general assignment for the benefit of creditors.

g. If Tenant suffers this Agreement to be taken under any writ of execution and/or other process of law or equity.

h. Tenant’s failure to utilize the Assigned Space as required in this Agreement.

i. Any lien is filed against the leased land, or the County’s interest therein or any part thereof in violation of this Agreement, or otherwise, and the same remains unreleased for a period of sixty (60) days from the date of filing unless within such period Tenant is contesting in good faith the validity of such lien and such lien is appropriately bonded.

j. Failure of Tenant to perform or comply with any material covenant or condition made under this Agreement, which failure is not cured within ninety (90) days from the date of the County’s written notice stating the noncompliance shall constitute a default (other than those covenants for which a different cure period is provided), whereby the County may, at its option, terminate this Agreement by giving Tenant thirty (30) days’ written notice unless the default is fully cured within that thirty (30) day notice period (or such additional time as is agreed to in writing by the County as being reasonably required to correct such default). However, the occurrence of any of the events set forth above in subparagraph (1) (d), (e), (f) and (g), or subparagraphs (k) and (l) below, shall constitute a material breach and default by Tenant, and this Agreement may be immediately terminated by County except to the extent then prohibited by law.

k. Failure to continuously abide by all the insurance provisions required in Paragraph 6.

l. An attempt is made by the Tenant to mortgage the leasehold estate created herein, or to assign or sublet this Agreement in violation of Paragraph 12(I).

(2) Remedies of County.

a. In the event of the occurrence of any of the foregoing defaults, the Tenant shall become immediately a tenant-at-sufferance in accordance with Florida law, and County, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all individuals, entities and/or property from the Assigned Space. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant, all without service of notice or resort to legal process and without the County being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby. If the Tenant does not cure the defaults in the time frames as set forth above, and the County has removed and stored property, the County shall not be required to store such property for more than thirty (30) days. After such time, such property shall be deemed abandoned and the County shall
dispose of such property in any manner it so chooses and shall not be liable to the Tenant for said disposal.

b. The County may sue for direct, actual damages arising out of such default by the Tenant or apply for injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Tenant under this Agreement or otherwise. For this purpose Tenant agrees that County need not post a surety bond with the court and the right to any bond is hereby waived. The County shall be entitled to reasonable attorneys fees and costs incurred arising out of the Tenant’s default under this Agreement.

K. Surrender at End of Term/Termination.

(1) At the end of the Term or upon the earlier termination of this Agreement, the Tenant agrees to surrender and yield possession of the Assigned Space, improvements constructed thereon and fixtures to the County, peacefully and without notice, free and clear of all debts, mortgages, encumbrances and liens. It shall be lawful for the County to re-enter and to repossess the improvements without further process of law.

(2) The improvements and fixtures shall be in good condition and repair in all respects, reasonable use and wear excepted, and the Tenant agrees to reimburse the County for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

(3) The Tenant may remove furnishings, inventory, personal property, trade fixtures and any improvements not a part of any structure upon the expiration or termination of this Agreement if the removal can be done in a manner that does not injure or damage the Assigned Space. If the Tenant fails to remove such personal property and improvements within ten (10) days after the effective date of the expiration or termination, or within ten (10) days from the date of written notice by the County, whichever is later, the County may remove and dispose of any improvements and personal property not removed by the Tenant. In that case, the Tenant is deemed by this Agreement to have sold, assigned and transferred to the County all of the Tenant’s right, title and interest in the improvements and personal property not removed by the Tenant.

(4) The Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

L. Holding Over. It is agreed that if the Tenant, or any assignee or subtenant thereof, shall continue to occupy the Assigned Space after any termination of this Agreement without the prior written consent of the County, then such tenancy shall be a tenancy-at-sufferance, the County shall be entitled to double the monthly rent specified in Paragraph 4 hereof, and acceptance by the County of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall
it waive the County’s right of re-entry or any other right available to it under the laws of Florida or the provisions of this Agreement.

**M. Costs and Attorneys' Fees.** In the event that either party uses the services of an attorney to collect any sums due hereunder from the other party, or to pursue any remedies or resolution related to a default hereunder, or in the event a party is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, including any bankruptcy or bankruptcy appeals, the non prevailing party shall reimburse the prevailing party for all reasonable costs, attorneys' fees and all other actual expenses incurred by the prevailing party, whether the prevailing party uses in-house or contracted counsel, in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

**N. Notice.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested:

If to Tenant, addressed to:

Four Star Aero Services, Inc.
120 Aviation Drive
Palm Coast, FL 32164

If to County, addressed to:

Airport Director, Flagler Executive Airport
201 Airport Road
Palm Coast, FL 32164

With a second copy to:
County Administrator
1769 E. Moody Boulevard
Building 2
Bunnell, FL 32110

**O. Sums Paid by County.** If the County has paid any sum or sums or has incurred any obligation or expense which the Tenant has agreed to pay or reimburse the County for, or if the County is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of the Tenant to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional Rent due hereunder and the Tenant shall reimburse the County therefor promptly upon demand. Any unpaid sums shall be treated under the same provisions as are applicable to delinquent Rental payments.

**P. Security Deposit.** The Tenant shall pay the security deposit as required under Paragraph 7, and such sums shall be retained by the County as security for the faithful
performance of the Tenant’s obligations hereunder. The County shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to the County which has not been paid, including, but not limited to, reimbursement of any expenses incurred by the County in curing any default of the Tenant, or to the cost of restoring the Assigned Space or its improvements, furnishings, fixtures or equipment to good condition and repair, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, the Tenant shall promptly upon demand by the County remit to the County the amount of cash required to restore the security deposit to its original sum, and the Tenant’s failure to do so within ten (10) calendar days from the date of County’s written notice of such demand shall constitute a default under this Agreement. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to the Tenant, without interest, within sixty (60) calendar days after the end of the Term of this Agreement. The County will not pay interest on any security deposit.

Q. Brokerage Commissions. Unless expressly provided otherwise herein, the Tenant warrants that no real estate commission is payable by the County to any person or entity in connection with this Agreement, and the Tenant does hereby agree to indemnify, defend, and hold completely harmless the County from and against any and all liabilities, costs, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by the County as a result of any claims therefor.

R. County’s Reserved Rights.

(1) Subject to the approval of the Tenant, which shall not be unreasonably withheld, the County reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) The County reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to the Tenant for loss of business or damages of any nature whatsoever to the Tenant occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the County or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by the Tenant and all others as the County may promulgate for the Airport. In the event that improvements, repairs and/or alterations are made as contemplated herein, the County will endeavor to minimize disruptions to the Tenant that may occur during any associated construction activities.

(3) The Tenant covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the County and the United States Government relative to the operation or maintenance of the
Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, the Tenant shall promptly consent in writing to such modifications.

S. Discrimination Not Permitted.

(1) The Tenant, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that the Tenant shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation—effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, the Tenant shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Tenant authorize another person, with the County’s prior written consent, to provide services or benefits from the Assigned Space or at the Airport, the Tenant shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. The Tenant shall furnish the original or a true copy of such agreement to the County. The County may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and the Tenant agrees that it will adopt any such requirement as a part of this Agreement.

(2) If the Tenant shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that the Tenant shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions.

(3) In the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess the Assigned Space and to hold the same as if this Agreement had never been made or issued. The right granted to the County by the foregoing sentence shall not be
effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, the Tenant assures the County that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. The Tenant also assures the County that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to the County.

(5) The Tenant assures the County that the Tenant will comply with pertinent statutes, Executive Orders, and such rules as are promulgated and that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. The Tenant also assures the County that it will require any contractors and subtenants (to the extent that such subtenants are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with the Tenant’s operations under this Agreement.

T. Federal Aviation Administration Requirements.

(1) The Tenant shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) The County reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) The Tenant agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.
(5) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) The Tenant agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) All vehicles shall remain outside of the Airport Operating Area (AOA). All portions of aircraft parked on the concrete aircraft parking apron shall remain clear of the Taxiway Object Free Area (TOFA) at all times.


(1) Definitions. As used herein, the following terms shall have the meanings hereinafter set forth:

i. “Environmental Laws” shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. “Hazardous Materials” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the “Superfund” law, as amended (42 U.S.C. Sections 9601 et seq.) (“CERCLA”), or pursuant to Chapters 376 and 403, Florida Statutes; any “hazardous waste” listed pursuant to Section 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the County; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the County’s rules and regulations.

iii. “Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) Tenant’s Agreement. The Tenant agrees that neither it nor its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.
(3) **Environmental Indemnity.** The Tenant shall indemnify, defend and hold harmless the County from and against any and all loss, damage, cost or expense (including attorneys' fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by the Tenant of its obligations contained in Subparagraph (2) above, or any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of the Tenant, its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to the Tenant, the County may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of the Tenant’s operations to determine whether the Tenant has breached its obligations under Subparagraph (U)(2) above. The Tenant shall pay all costs associated with said investigation if such investigation shall disclose any such breach by the Tenant.

V. **Miscellaneous.**

(1) The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for the Tenant’s right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

(4) Time is of the essence to this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of law provisions. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any State of Florida court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of the Tenant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the County, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of the Flagler County Board of County Commissioners), officer, employee or agent, as such, past, present and future, of the County, either directly or through the County, or otherwise, for any claim arising
out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the County. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any County member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to the County, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by the County, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) The Tenant represents and warrants to the County that no member, officer, employee or agent of the County has any material interest, either directly or indirectly, in the business of the Tenant to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and any representation or statements heretofor made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument specifically referring to this Agreement and executed by both parties hereto with the same formalities as the execution of this Agreement.

(9) As required by Florida law, the County hereby includes the following notifications as part of this Agreement:

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 public health unit.

PUBLIC ENTITY CRIMES: 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 $15,000 for a period of 36 months from the date of being placed on the convicted vendor list.
(10) The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(11) Nothing in this Agreement shall abrogate or waive the County’s Sovereign Immunity or the provisions of § 768.28, Florida Statutes.

(12) Continued performance by either Party hereto pursuant to any provision of this Agreement after a default of any provision herein shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

(13) Recordation. This Agreement shall be recorded by the County in the Official Records of Flagler County, Florida, within fourteen (14) days after the County enters into this Agreement.

(14) Relationship of the Parties. Nothing in this Agreement shall be construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of County and Tenant.

(15) Possession. The Tenant shall be granted possession of the Assigned Space immediately upon the Effective Date of this Agreement and shall be entitled to full use of said Assigned Space subject to the terms hereof.

(16) No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

[The Remainder Of This Page Intentionally Left Blank]
APPROVED by Flagler County this _____ day of ________, 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: ____________________________
Donald T. O’Brien, Chair

Date Signed: _____________________

ATTEST:

APPROVED AS TO FORM:

_____________________________  ___________________________________
Tom Bexley, Clerk of the          Al Hadeed,  
Circuit Court and Comptroller    County Attorney

TENANT

By: ____________________________
Signature

__________________________  ____________________________  ____________________________  
Witness                        Print Name                        Print Name

__________________________  ____________________________  
Witness                        Title

__________________________  ____________________________
Print Name                        Date Signed: _____________________

STATE OF _________________)  
COUNTY OF _________________)

The foregoing instrument was acknowledged before me this _____ day of ________, 2019, by ______________________, who swore or affirmed that he/she is authorized to enter into this Agreement and to bind Four Star Aero Services, Inc. Such person(s) (Notary Public must check applicable box):

[_____] is/are personally known to me.
[_____] produced a current driver license(s).
[_____] produced ______________________________ as identification.

(SEAL) Notary Public
Commission No.: ____________________
My Commission Expires: __________
RESOLUTION NO. 2019 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE AIRPORT FUND 401 FOR THE FISCAL YEAR 2019-20 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received $6,000 from Four Star Aero Services, Inc.; and

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

NOW, THEREFORE, BE IT RESOLVED by the Flagler County Board of County Commissioners, in meeting assembled on the 18th day of November 2019, that the Airport Fund 401 be amended, as follows:

AIRPORT FUND 401

FUNDING SOURCES:
401-0000-344.10-20 SPACE USE AGRE RENT – 6.X% $6,000

EXPENDITURES:
401-5000-587.98-50 Reserves – Future Capital OL $6,000

BOARD OF COUNTY COMMISSIONERS
FLAGLER COUNTY, FLORIDA.

BY: ______________________________
Donald T. O'Brien Jr., Chair

ATTEST:

____________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

____________________________
Al Hadeed, County Attorney

APPROVED AS TO FORM:
SUBJECT: Consideration of a Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for Hangar Space in a County Facility Located at 295 Old Moody Boulevard, Flagler Executive Airport.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: Ryan Aviation, Inc. desires to continue leasing 3,600 sq. ft. of hangar space located in the Triangle Air Business Park, Unit 295. The hangar space will be utilized for operations associated aircraft maintenance, storage of aircraft and related services.

The Space/Use Agreement for the Board’s consideration and approval is for an initial term of five (5) years with a provision to renew for one additional five (5) year term. The lease payment is $1,500.00 per month, with an additional $300.00 per month for Common Area Maintenance. The lease will be adjusted annually according to the change in the Consumer Price Index.

Ryan Aviation has been a business at the Flagler Executive Airport providing seaplane training and ratings since 1993.

FUNDING INFORMATION: This lease was anticipated during the FY19/20 budget process (Space Use Agreements 401-0000-344.10-26 and Common Area Maintenance 401-0000-344.10-24).

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

RECOMMENDATION: Request the Board approve the Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for the County facility located at 295 Old Moody Boulevard, Flagler Executive Airport.

ATTACHMENTS:
1. Proposed Space/Use Agreement with Exhibit A and B
FLAGLER COUNTY
SPACE USE AGREEMENT

FLAGLER COUNTY, a political subdivision of the State of Florida, (the "County"), by its execution hereof, hereby authorizes RYAN AVIATION, INC., (the "Tenant"), to occupy space at the Flagler Executive Airport for the purpose or purposes and on the terms and conditions hereinafter stated. The County and the Tenant are hereinafter collectively referred to as the "Parties" and individually referred to as "Party".

1. **Tenant.** The name, address and telephone number of the Tenant is as follows:

   **Name:** Ryan Aviation, Inc.
   **Address:** 295 Old Moody Boulevard
   Palm Coast, FL 32164

   **Contact:** Alfred (Tripp) G. Wacker
   **Telephone:** 386-437-0620  
   **Fax:** N/A
   **E-mail:** tripp@ryanseaplanes.com

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**Tenant Financial Billing Contact(s):**

**Name:** Alfred (Tripp) G. Wacker
**Address:** 301 Old Moody Boulevard
Palm Coast, FL 32164

**Telephone:** 386-437-0620  
**Fax:** N/A
**E-mail:** tripp@ryanseaplanes.com

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**Tenant - 24 Hour Emergency Contacts – minimum of 2 contacts required**

**Name:** Alfred (Tripp) G. Wacker
**Address:** 67 Rymshaw Drive
Palm Coast, FL 32164

**Telephone:** 386-517-7216  
**Telephone:**
2. **Assigned Space.** For and in consideration of the covenants and obligations specified in this Agreement, the County hereby leases 3,600 square feet of Hangar space (Unit 295) located in the Triangle Air Business Park depicted on Exhibit “A” located at 295 Old Moody Boulevard, Palm Coast, Florida (hereinafter the “Assigned Space”), to the Tenant, and the Tenant leases the Assigned Space from the County, all subject to the terms, conditions and limitations herein expressed. The Assigned Space includes access to a shared paved car parking lot, entryways and driveways, as further depicted on Exhibit “B”, attached hereto and incorporated herein by reference, as well as access to the sidewalks (the “Common Areas”), subject to the County’s reasonable written rules and regulations which shall not adversely affect the Tenant’s right to use the Assigned Space.

3. **Use of Assigned Space.**

   A. The Tenant shall use the Assigned Space for operations associated with aircraft maintenance, storage of aircraft and related services. Said use and operations shall comply with all rules and regulations of the Federal Aviation Administration, the Florida Department of Transportation, the Flagler Executive Airport Master Plan, and applicable state and local rules, regulations and ordinances. The Tenant may also use the Assigned Space for any other legal and lawful purpose that is approved, in writing, by the County Administrator and providing such uses are in compliance with all federal, state, and local regulations, including but not limited to, permitting and parking.

   B. The Parties agree that the manner in which the Assigned Space is used, developed, operated and maintained is important to the County by reason of its interest in having a premier airport facility for use by the County residents and visitors to the County. The Tenant therefore agrees to develop, operate and maintain the Assigned Space consistent with the standards agreed upon herein.

   C. In no event shall the Assigned Space be used for any purpose which would constitute a public or private nuisance or waste, or any use not specifically permitted in this Agreement. The County shall have the right to terminate this Agreement in accordance with the procedures set forth in Paragraph 12(J), should Tenant utilize the Assigned Space in any manner inconsistent with the approved uses set forth herein.

   D. Notwithstanding anything herein to the contrary, all activities conducted upon the Assigned Space shall be under the exclusive control, management and direction of the Tenant. Such activities shall include, but not be limited to, the operation of Tenant’s business activities, providing for security of the Assigned Space and of its property, and the maintenance and upkeep of the Assigned Space in a safe, neat and clean condition. The
County will have no involvement or role in the conduct of the Tenant's business or operations in any manner.

4. **Rent.**

A. **Rent Payments.** The Tenant agrees to pay the County rent payments in the amount of **One Thousand Five Hundred Dollars ($1,500.00)** per month, plus applicable sales tax ("Base Rent"). Base Rent payments shall be paid, in advance, on the first day of each calendar month. The first payment shall be due upon execution of this Agreement. The first payment shall be in the amount of any pro-rated amounts due, in the event the Tenant takes possession of the Assigned Space prior to the 1st of the month.

B. **Additional Rent Payments.** In addition to the payment of Base Rent, the Tenant agrees to pay the County for common area maintenance expenses which are incurred by the County for the administration, cleaning, maintenance and repair of the Triangle Air building (the "Building") and property which shall include, but not be limited to, gardening and landscaping, cleaning, sidewalk maintenance and repair, building facade maintenance, sewer and water line maintenance and repair, parking lot maintenance and repair, parking lot striping and lighting, and such other services as the County may require to furnish to the common areas (collectively, "Common Area Maintenance"). The Tenant agrees to pay the County additional rent payments for Common Area Maintenance in the amount of $1.00 per square foot/per year for the Assigned Space, for a total of **Three Hundred Dollars ($300.00)** per month, plus applicable sales tax ("Additional Rent"). The Additional Rent payments shall be paid in the same manner and shall be governed by the same terms as Base Rent. Hereinafter, references to Base Rent, together with Additional Rent, shall be collectively referred to as "Rent".

B. **Late Payment.** Penalties for late payment shall begin to accrue after the tenth calendar day of each month at the rate of five percent (5%) for each month the Rent payment is late. If by the first day of the month following the delinquency, the Rent remains unpaid, a penalty of ten percent (10%) of the total amount which remains unpaid shall be assessed and continuing thereafter for each month assessed at the same ten percent (10%) rate on the accrued delinquent outstanding amount until the arrearage is completely paid.

C. **Annual Adjustment to Base Rent.** The Base Rent amounts payable herein shall be adjusted annually for the succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1st of each succeeding year, beginning with October 1, 2020. The adjustment shall be applied for any increases in the applicable Consumer Price Index ("CPI"). The CPI adjustment shall be based on the Consumer Price Index for All Urban Consumers, South Region, US City Average (reference base of 1982 – 1984 = 100), published by the US Bureau of Labor Statistics, comparing a 12 month time period ending on May 30. If the Bureau discontinues issuing the CPI, the Parties shall use the official index published by a federal government agency that is most nearly equivalent to the CPI. If no such index is available, then the Parties shall use such index or procedure that reasonably reflects increases in consumer
prices in the Flagler County, Florida area. The County shall provide the Tenant with thirty (30) calendar days' notice of such adjustment, which shall become effective on the next Rental payment date following such thirty (30) calendar day notice. Notwithstanding anything contained herein to the contrary, the maximum annual adjustment to the Base Rent shall not exceed three percent (3%).

D. Annual Adjustment to Additional Rent. The Additional Rent amounts payable herein shall be increased annually at the rate of 3% of the then Additional Rent amount, for the succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1, of each succeeding year, beginning with October 1, 2020.

5. Effective Date/Term/Renewal.

A. This Agreement shall become effective on December 1, 2019 (the "Effective Date").

B. The Term of this Agreement will commence on the Effective Date and shall remain in full force and effect for a period of Five (5) years thereafter, unless sooner terminated in accordance with the terms and provisions hereof.

C. So long as the Tenant is not in default of any of the terms herein and has no payment arrearages, this Agreement may be renewed by the Tenant for One (1) additional Five (5) year term. The County shall advise the Tenant in writing in the event of a default that results in an extinguishment of the right to automatic renewal of this Agreement. Absent such notice, this Agreement shall automatically renew unless Tenant gives written notice of an election not to exercise this option at least ninety (90) days prior to the expiration of this Agreement. Such option shall thereafter be and become null and void and of no further force and effect.

6. Amount of Insurance Required. The following insurance is required to be carried by the Tenant, at its own cost and expense, throughout the Term of this Agreement. The amounts of such required coverages are:

- Commercial General Liability
  - $1,000,000 combined single limits, per occurrence based
- Fire Legal Liability
  - $1,000,000
- Pollution
  - $1,000,000
- Workers Compensation
  - As required by the laws of Florida.
- Automobile Liability
  - $1,000,000
- Property Casualty Insurance
  - Replacement cost of the facility at the time of Loss.
Prior to the Effective Date, the Tenant shall cause certificates of insurance to be furnished to the County, evidencing all such coverage and naming the County as an additional insured except with respect to Workers Compensation coverage. In addition, all such certificates shall provide that the policies shall not be cancelled, nor the limits thereunder reduced, without first providing at least thirty (30) calendar days’ written notice thereof to the County. The above coverage amounts may be increased if mandated by changes in state law.

7. **Security Deposit.** A security deposit in the amount of **Zero Dollars ($0.00)** is due upon execution of this Agreement. The security deposit payment shall be held by the County subject to the provisions of Paragraph 12(P).

8. **Utility and Service Charges.**

   A. The Tenant, at its sole cost and expense, shall obtain and promptly pay for all utility, communication and other services furnished to, or consumed within, the Assigned Space, including, but not limited to, electricity, data, heat, telephone, janitorial, phone, internet, and all charges related to any of these services, including any tap-in, connection and/or impact fees.

   B. The County shall be responsible to provide utilities to the Building and Common Areas including, but not limited to, electricity, water, sewer, heat, and waste and trash removal.

9. **Improvements to Assigned Space.**

   A. **RESERVED**

   B. **Tenant Improvements**

      (1) Upon possession of the Assigned Space, the Tenant shall, at its sole cost and expense, make any changes, alterations or improvements to the Assigned Space that may be necessary for its use, subject to County’s landlord lien for Rent. County approval for minor, nonstructural work not requiring permits shall be obtained from the Airport Director, in writing. For all other work, the Tenant must obtain written approval from the County Administrator.

      (2) Following receipt of written approval from the County Administrator and before applying for a building permit, or any other applicable permit, for the construction, erection, installation, or alteration of improvements within the Assigned Space, the Tenant shall submit to the Airport Director and the Planning Director all proposed plans and specifications for the activity for the County’s review and written consent. The review and approval of the plans and specifications shall be subject to all applicable federal, state and local regulations, including but not limited to, all zoning and airport development regulations. All alterations and improvements shall be consistent with the Flagler County
Comprehensive Plan, Airport Master Plan, the building codes of the County, and the County’s Land Development Code. In the event of a conflict among such regulations, the more restrictive shall apply unless expressly waived by the County Administrator in writing based upon discretion conferred by applicable legal requirements. Such plans shall include a Federal Aviation Authority (FAA) “Airspace Study Checklist” (on-airport construction) and shall also be completed and submitted to the FAA for approval to the extent required by federal and state law.

(3) Any permitted alterations or improvements shall be made in a good and workmanlike manner, in accordance with approved plans, if required, and in accordance with all governmental regulations. Upon completion, the Tenant shall deliver to the Airport Director an “as built” survey and “as built” plans and specifications for the improvements, if applicable.

(4) Any construction agreements entered into between the Tenant and a general contractor or other contractor in privity with the Tenant must provide that the County will not be liable for any work performed or to be performed for the Tenant, nor shall the County be liable for any of the financial consideration or other obligations under such agreements.

(5) Prior to the County’s issuance of a building permit for any alterations or improvements, the County, in its sole discretion, may require the Tenant to provide to the County a form of security for the Tenant’s obligation to complete construction of the alterations or improvements.

10. Ownership of Improvements.

All improvements, furnishings, inventory, machinery, and equipment constructed or installed on the Assigned Space by the Tenant shall be the property of the Tenant, and the Tenant shall have legal title thereto during the Term of this Agreement. Upon the expiration or termination of this Agreement, title to all improvements constructed on the Assigned Space and any fixtures therein shall automatically revert to, and vest in, the County without necessity of any act by the Tenant. However, the Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

11. Interest of County Not Subject to Liens. It is mutually agreed that neither the fee simple title to the leased land, nor any interest of the County in the Assigned Space, may be subject to liens of any nature arising by reason of any act or omission of the Tenant or any person claiming under, by or through the Tenant, including but not limited to, mortgage liens, mechanics’ and materialmen’s liens. If, because of the Tenant’s act or omission, any construction lien, claim of lien or professional lien is filed pursuant to Florida Chapter 713 or any successor law against the County on any portion of the Assigned Space, or in the event any other type of lien is filed against the County on any portion of the Assigned Space, the Tenant shall, at its own expense and cost, cause said liens to be discharged, released or satisfied within ninety (90) days from the date of filing of any such lien.

A. Repairs and Maintenance.

(1) The Assigned Space.

a. Generally. The Tenant, at its own cost and expense, shall keep the Assigned Space and all improvements, equipment, fixtures, furnishings and other property installed within the Assigned Space, in good condition and repair, in a clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence. The Tenant shall be responsible for maintenance and for making repairs to all portions of the Assigned Space during the term of this Agreement. The Tenant shall use all reasonable precaution to prevent waste, damage or injury to the Assigned Space. Should the Tenant fail to keep and maintain the Assigned Space in good condition and repair or shall fail to use all reasonable precaution to prevent waste, damage or injury to the Assigned Space, the Tenant shall be deemed to be in default, pursuant to Paragraph 12(J).

b. Plumbing. The Tenant agrees not to put any articles in the toilets or sinks that would disrupt the normal operation of the plumbing system. The Tenant is responsible for all charges for maintenance costs and repairs made necessary due to toilets being clogged by inappropriate items and for any and all damage done by overflowing toilets.

c. Light Bulbs. The Tenant is responsible for the replacement of all burnt out light bulbs within the Assigned Space.

(2) The Building and Common Areas. The County shall be responsible for all repair, maintenance, or replacement of the following Building and Common Area (if any) elements: roof, foundation, outside walls, sidewalks, parking lot, common corridors, windows, drainage system, heating and air conditioning, electrical wiring, and landscaping, interior walls within the Common Areas, plumbing, electric, heating and air conditioning. The Tenant shall be responsible for any repairs, maintenance or replacement of the aforementioned elements of the Building and Common Areas which are caused by the Tenant’s negligence.

B. Maintenance By Default. In the event the Tenant does not cure the breach of its duty to maintain the Assigned Space, the County shall have the option in its sole discretion to perform the maintenance and to recover such costs from the Tenant. The Tenant shall promptly pay or reimburse the County for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant’s use or occupancy of the Assigned Space, reasonable use and wear excepted. The County shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the improvements, fixtures, equipment and mechanical systems.
located therein, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to the County hereunder by reason thereof. The Tenant shall promptly pay or reimburse the County for the cost to the County of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant’s use or occupancy of the Assigned Space. Any sums not paid by Tenant within thirty (30) days from the date of County’s invoice(s) for its costs incurred under this subparagraph shall be treated as additional Rent owed to County by Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments. Further, the performance of maintenance and repair by the County shall in no event be construed as a waiver of the Tenant’s duty to maintain and repair as herein provided.

C. Tenant’s Property. Any and all property belonging to, or brought onto the Assigned Space by, the Tenant or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of the Tenant. The Tenant may place and install trade fixtures and other personal property on the Assigned Space for use in connection with its operations hereunder. The Tenant shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements which are caused by the installation or removal of any such trade fixtures and personal property. For purposes of this Agreement, the phrase “trade fixtures” is defined as any article of personal property annexed or affixed to the Assigned Space by the Tenant as a necessary part of the Tenant’s trade or business, and other lawfully present personal property on the Assigned Space.

D. County’s Right to Enter. The County and its designated agents shall have the right to enter the Assigned Space at any reasonable time upon reasonable notice for inspection, maintenance, repair, attending to emergencies or any other lawful purpose. In emergency situations, where loss or damage to the Assigned Space is occurring or imminent, the County may enter any portion of the Assigned Space for the purpose of controlling the emergency situation.

E. Access. The Tenant and its officers, employees, agents and invitees shall be subject to the Airport minimum standards as currently in effect or as may be amended from time to time, along with all laws, rules and regulations of the County, State, or Federal Government, and the Tenant shall have the right of ingress and egress to and from the Assigned Space, as illustrated on Exhibit “B”.

F. Taxes and Assessments. The Tenant shall pay, on or before the due date established therefor all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, the Tenant’s interest therein and the property and improvements of the Tenant for the Term hereof or attributable to the Tenant’s activities at the Assigned Space or at the Airport. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, the Tenant shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was
in effect during such tax year by the total number of days of the applicable tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, the Tenant shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. The Tenant’s obligations under this Paragraph 12(F) shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the County, as a political subdivision of the State of Florida, of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which the County may lawfully impose on the business or property of the Tenant.

G. Rules and Regulations. The Tenant covenants and agrees to observe and comply with all Airport minimum standards, along with all laws, rules, and regulations of the County which now exist or may hereafter be promulgated or amended from time to time, governing conduct on and operations at the Airport and the use of its facilities. The Tenant further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to the Tenant, the Assigned Space, or the Airport. The Tenant agrees to pay or reimburse the County for any fines which may be assessed against the County as a result of the violation by the Tenant of any applicable security regulation at the Airport, which payment shall be made by the Tenant within fifteen (15) calendar days from the date of the County’s invoice for such amount and documentation showing that payment of such fine is the Tenant’s responsibility hereunder. Any sums not timely paid shall be treated as additional Rent owed to the County by the Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments.

H. Indemnification. The Tenant agrees to indemnify, defend and hold harmless the County, and the members (including, without limitation, members of the Flagler County Board of County Commissioners), officers, employees and agents of each, from and against liability (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys’ fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing: (i) by reason or on account of damage to or destruction of any property of the County, or any property of, injury to or death of any person resulting from or arising out of the acts or omissions of the Tenant’s officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused primarily by the County’s negligence or by the joint negligence of the County and any person other than the Tenant or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of the Agreement to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed
by the Tenant. The provisions of this subparagraph shall survive the expiration or earlier termination of the Term of this Agreement with respect to any acts or omissions occurring during the Term of this Agreement.

The foregoing provisions of this subparagraph are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which the County otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by the Tenant under this Agreement.

I. Assignment and Subletting. This Agreement is personal to the Tenant. Accordingly, the Tenant may not assign this Agreement or sublet any portion of the Assigned Space without the express prior written consent of the County, which may be withheld at its sole discretion. In the event written consent is granted by the County, the Tenant shall provide the County with copies of the sublease(s) and any amendments thereto. Any purported assignment or sublet without the express written consent of the County, and any failure to provide the County with a sublease, if approved, or amendments thereto, shall be considered void from their inception, and shall be grounds for the immediate termination of this Agreement.

J. Defaults and Remedies.

(1) Defaults by Tenant. The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a "Default by Tenant" to the greatest extent allowed by law:

   a. Tenant’s failure to pay Rent due under this Agreement, and the failure to pay is not cured within ten (10) calendar days after written notice has been given by the County to Tenant.

   b. Abandonment of Assigned Space, or discontinuation of the Tenant’s operations.

   c. Tenant’s material misrepresentation of any matter related to this Agreement.

   d. Filing of insolvency, reorganization plan, or arrangement of bankruptcy.

   e. Adjudication as bankrupt.

   f. Making a general assignment for the benefit of creditors.

   g. If Tenant suffers this Agreement to be taken under any writ of execution and/or other process of law or equity.

   h. Tenant’s failure to utilize the Assigned Space as required in this Agreement.
i. Any lien is filed against the leased land, or the County's interest therein or any part thereof in violation of this Agreement, or otherwise, and the same remains unreleased for a period of sixty (60) days from the date of filing unless within such period Tenant is contesting in good faith the validity of such lien and such lien is appropriately bonded.

j. Failure of Tenant to perform or comply with any material covenant or condition made under this Agreement, which failure is not cured within ninety (90) days from the date of the County's written notice stating the noncompliance shall constitute a default (other than those covenants for which a different cure period is provided), whereby the County may, at its option, terminate this Agreement by giving Tenant thirty (30) days' written notice unless the default is fully cured within that thirty (30) day notice period (or such additional time as is agreed to in writing by the County as being reasonably required to correct such default). However, the occurrence of any of the events set forth above shall in subparagraph (1) (d), (e), (f) and (g) above, or subparagraphs (j) and (k) below, constitute a material breach and default by Tenant, and this Agreement may be immediately terminated by County except to the extent then prohibited by law.

j. Failure to continuously abide by all the insurance provisions required in Paragraph 6.

k. An attempt is made by the Tenant to mortgage the leasehold estate created herein, or to assign or sublet this Agreement in violation of Paragraph 12(f).

(2) Remedies of County.

a. In the event of the occurrence of any of the foregoing defaults, the Tenant shall become immediately a tenant-at-sufferance in accordance with Florida law, and County, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all individuals, entities and/or property from the Assigned Space. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby. If the Tenant does not cure the defaults in the time frames as set forth above, and the County has removed and stored property, the County shall not be required to store such property for more than thirty (30) days. After such time, such property shall be deemed abandoned and the County shall dispose of such property in any manner it so chooses and shall not be liable to the Tenant for said disposal.

b. The County may sue for direct, actual damages arising out of such default by the Tenant or apply for injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Tenant under this Agreement or otherwise. For this purpose Tenant agrees that County need not post a surety bond with the court and the right to any bond is hereby waived. The County shall be entitled to reasonable attorneys fees and costs incurred arising out of the Tenant's default under this Agreement.
K. Surrender at End of Term/Termination.

(1) At the end of the Term or upon the earlier termination of this Agreement, the Tenant agrees to surrender and yield possession of the Assigned Space, improvements constructed thereon and fixtures to the County, peacefully and without notice, free and clear of all debts, mortgages, encumbrances and liens. It shall be lawful for the County to re-enter and to repossess the improvements without further process of law.

(2) The improvements and fixtures shall be in good condition and repair in all respects, reasonable use and wear excepted, and the Tenant agrees to reimburse the County for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

(3) The Tenant may remove furnishings, inventory, personal property, trade fixtures and any improvements not a part of any structure upon the expiration or termination of this Agreement if the removal can be done in a manner that does not injure or damage the Assigned Space. If the Tenant fails to remove such personal property and improvements within ten (10) days after the effective date of the expiration or termination, or within ten (10) days from the date of written notice by the County, whichever is later, the County may remove and dispose of any improvements and personal property not removed by the Tenant. In that case, the Tenant is deemed by this Agreement to have sold, assigned and transferred to the County all of the Tenant’s right, title and interest in the improvements and personal property not removed by the Tenant.

(4) The Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

L. Holding Over. It is agreed that if the Tenant, or any assignee or subtenant thereof, shall continue to occupy the Assigned Space after any termination of this Agreement without the prior written consent of the County, then such tenancy shall be a tenancy-at-sufferance, the County shall be entitled to double the monthly rent specified in Paragraph 4 hereof, and acceptance by the County of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive the County’s right of re-entry or any other right available to it under the laws of Florida or the provisions of this Agreement.

M. Costs and Attorneys' Fees. In the event that either party uses the services of an attorney to collect any sums due hereunder from the other party, or to pursue any remedies or resolution related to a default hereunder, or in the event a party is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, including any bankruptcy or bankruptcy appeals, the non-prevailing party shall reimburse the prevailing party for all reasonable costs, attorneys’ fees and all other actual expenses incurred by the prevailing party, whether the prevailing party uses in-house or contracted counsel, in the defense and/or prosecution of such legal proceeding and in any appeals,
including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

N. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested:

If to Tenant, addressed to:

Ryan Aviation, Inc.
301 Old Moody Boulevard
Palm Coast, FL 32164

If to County, addressed to:

Airport Director, Flagler Executive Airport
201 Airport Road
Palm Coast, FL 32164

With a second copy to:
County Administrator
1769 E. Moody Boulevard
Building 2
Bunnell, FL 32110

O. Sums Paid by County. If the County has paid any sum or sums or has incurred any obligation or expense which the Tenant has agreed to pay or reimburse the County for, or if the County is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of the Tenant to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional Rent due hereunder and the Tenant shall reimburse the County therefor promptly upon demand. Any unpaid sums shall be treated under the same provisions as are applicable to delinquent Rental payments.

P. Security Deposit. The Tenant shall pay the security deposit as required under Paragraph 7, and such sums shall be retained by the County as security for the faithful performance of the Tenant’s obligations hereunder. The County shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to the County which has not been paid, including, but not limited to, reimbursement of any expenses incurred by the County in curing any default of the Tenant, or to the cost of restoring the Assigned Space or its improvements, furnishings, fixtures or equipment to good condition and repair, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, the Tenant shall promptly upon demand by the County remit to the County the amount of cash required to restore the security deposit to its original sum, and the Tenant’s failure to do so within ten (10) calendar days from the date of County’s written notice of such demand shall constitute a default under this Agreement. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to the Tenant, without interest, within sixty (60) calendar days after the
end of the Term of this Agreement. The County will not pay interest on any security deposit.

Q. Brokerage Commissions. Unless expressly provided otherwise herein, the Tenant warrants that no real estate commission is payable by the County to any person or entity in connection with this Agreement, and the Tenant does hereby agree to indemnify, defend, and hold completely harmless the County from and against any and all liabilities, costs, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by the County as a result of any claims therefor.

R. County’s Reserved Rights.

(1) Subject to the approval of the Tenant, which shall not be unreasonably withheld, the County reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) The County reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to the Tenant for loss of business or damages of any nature whatsoever to the Tenant occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the County or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by the Tenant and all others as the County may promulgate for the Airport. In the event that improvements, repairs and/or alterations are made as contemplated herein, the County will endeavor to minimize disruptions to the Tenant that may occur during any associated construction activities.

(3) The Tenant covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, the Tenant shall promptly consent in writing to such modifications.

S. Discrimination Not Permitted.

(1) The Tenant, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to
discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that the Tenant shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation—effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, the Tenant shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Tenant authorize another person, with the County’s prior written consent, to provide services or benefits from the Assigned Space or at the Airport, the Tenant shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. The Tenant shall furnish the original or a true copy of such agreement to the County. The County may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and the Tenant agrees that it will adopt any such requirement as a part of this Agreement.

(2) If the Tenant shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that the Tenant shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

(3) In the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess the Assigned Space, and hold the same as if this Agreement had never been made or issued. The right granted to the County by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, the Tenant assures the County that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. The Tenant also assures the County that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to the County.
(5) The Tenant assures the County that the Tenant will comply with pertinent statutes, Executive Orders, and such rules as are promulgated and that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. The Tenant also assures the County that it will require any contractors and subtenants (to the extent that such subtenants are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with the Tenant’s operations under this Agreement.

T. Federal Aviation Administration Requirements.

(1) The Tenant shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) The County reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) The Tenant agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) The Tenant agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) All vehicles shall remain outside of the Airport Operating Area (AOA). All portions of aircraft parked on the concrete aircraft parking apron shall remain clear of the Taxiway Object Free Area (TOFA) at all times.

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. “Environmental Laws” shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. “Hazardous Materials” shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. “Hazardous Material” includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the “Superfund” law, as amended (42 U.S.C. Sections 9601 et seq.) (“CERCLA”), or pursuant to Chapters 376 and 403, Florida Statutes; any “hazardous waste” listed pursuant to Section 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the County; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the County’s rules and regulations.

iii. “Release” when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Tenant’s Agreement.** The Tenant agrees that neither it nor its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.

(3) **Environmental Indemnity.** The Tenant shall indemnify, defend and hold harmless the County from and against any and all loss, damage, cost or expense (including attorneys’ fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by the Tenant of its obligations contained in Subparagraph (2) above, or any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of the Tenant, its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to the Tenant, the County may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of the Tenant’s operations to determine whether the Tenant has breached its obligations under Subparagraph (U)(2) above. The Tenant shall pay all costs associated with said investigation if such investigation shall disclose any such breach by the Tenant.
V. Miscellaneous.

(1) The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for the Tenant's right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

(4) Time is of the essence to this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of law provisions. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any State of Florida court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of the Tenant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the County, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of the Flagler County Board of County Commissioners), officer, employee or agent, as such, past, present and future, of the County, either directly or through the County, or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the County. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any County member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to the County, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by the County, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) The Tenant represents and warrants to the County that no member, officer, employee or agent of the County has any material interest, either directly or indirectly, in the business of the Tenant to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and any representation or statements
heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument specifically referring to this Agreement and executed by both parties hereto with the same formalities as the execution of this Agreement.

(9) As required by Florida law, the County hereby includes the following notifications as part of this Agreement:

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 public health unit.

PUBLIC ENTITY CRIMES: 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 $15,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(10) The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(11) Nothing in this Agreement shall abrogate or waive the County’s Sovereign Immunity or the provisions of § 768.28, Florida Statutes.

(12) Continued performance by either Party hereto pursuant to any provision of this Agreement after a default of any provision herein shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

(13) Recordation. This Agreement shall be recorded by the County in the Official Records of Flagler County, Florida, within fourteen (14) days after the County enters into this Agreement.

(14) Relationship of the Parties. Nothing in this Agreement shall be construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being
understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of County and Tenant.

(15) Possession. The Tenant shall be granted possession of the Assigned Space immediately upon the Effective Date of this Agreement and shall be entitled to full use of said Assigned Space subject to the terms hereof.

(16) No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

[The Remainder Of This Page Intentionally Left Blank]
APPROVED by Flagler County this ______ day of ________, 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: ____________________________
Donald T. O’Brien, Chair

Date Signed: ____________________________

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney

TENANT

By: ____________________________
Signature

Print Name

Witness

Print Name

Date Signed: ____________________________

STATE OF ____________________________)
COUNTY OF ____________________________)

The foregoing instrument was acknowledged before me this ______ day of ________, 2019, by ____________________________, who swore or affirmed that he/she is authorized to enter into this Agreement and to bind Ryan Aviation, Inc. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.

[ ] produced a current driver license(s).

[ ] produced ____________________________ as identification.

(SEAL)

Notary Public
Commission No.: ____________________________
My Commission Expires: ____________________________
TRIANGLE AIR

NOTE: SHADED AREAS DENOTES LEASED FACILITY SPACE

EXHIBIT "A"
TRIANGLE AIR FACILITY
INGRESS AND EGRESS ROUTES
TO LEASED AREA

LEASED FACILITY AND
SHARED PARKING AREA

OLD MOODY BLVD

SR 100

AIRPORT ROAD

AVIATION DRIVE

EXHIBIT "B"
SUBJECT: Consideration of a Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for Office and Hangar Space in a County Facility Located at 301 Old Moody Boulevard, Flagler Executive Airport.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: Ryan Aviation, Inc. desires to continue leasing 5,040 sq. ft. of office and hangar space located in the Triangle Air Business Park, Unit 301. The office/hangar space will be utilized for operations associated flight operations and ground instruction in fixed-wing aircraft and related services.

The Space/Use Agreement for the Board’s consideration and approval is for an initial term of five (5) years with a provision to renew for one additional five (5) year term. The lease payment is $2,750.00 per month, with an additional $420.00 per month for Common Area Maintenance. The lease will be adjusted annually according to the change in the Consumer Price Index.

Ryan Aviation has been a business at the Flagler Executive Airport providing seaplane training and ratings since 1993.

FUNDING INFORMATION: This lease was anticipated during the FY19/20 budget process (Space Use Agreements 401-0000-344.10-26 and Common Area Maintenance 401-0000-344.10-24).

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

RECOMMENDATION: Request the Board approve the Space/Use Agreement between Flagler County and Ryan Aviation, Inc. for the County facility located at 301 Old Moody Boulevard, Flagler Executive Airport.

ATTACHMENTS:
1. Proposed Space/Use Agreement with Exhibit A and B
FLAGLER COUNTY
SPACE USE AGREEMENT

FLAGLER COUNTY, a political subdivision of the State of Florida, (the “County”), by its execution hereof, hereby authorizes RYAN AVIATION, INC., (the “Tenant”), to occupy space at the Flagler Executive Airport for the purpose or purposes and on the terms and conditions hereinafter stated. The County and the Tenant are hereinafter collectively referred to as the “Parties” and individually referred to as “Party”.

1. Tenant. The name, address and telephone number of the Tenant is as follows:

   Name: Ryan Aviation, Inc.
   Address: 301 Old Moody Boulevard
             Palm Coast, FL 32164
   Contact: Alfred (Tripp) G. Wacker
   Telephone: 386-437-0620       Fax: N/A
   E-mail: tripp@ryanseaplanes.com

   Tenant Financial Billing Contact(s):

   Name: Alfred (Tripp) G. Wacker
   Address: 301 Old Moody Boulevard
             Palm Coast, FL 32164
   Telephone: 386-437-0620       Fax: N/A
   E-mail: tripp@ryanseaplanes.com

   Tenant - 24 Hour Emergency Contacts – minimum of 2 contacts required

   Name: Alfred (Tripp) G. Wacker
   Address: 67 Rymshaw Drive
             Palm Coast, FL 32164
   Telephone: 386-517-7216

   Telephone:
2. **Assigned Space.** For and in consideration of the covenants and obligations specified in this Agreement, the County hereby leases 5,040 square feet of Office and Hangar space (Unit 301) located in the Triangle Air Business Park depicted on Exhibit "A" located at 301 Old Moody Boulevard, Palm Coast, Florida (hereinafter the "Assigned Space"), to the Tenant, and the Tenant leases the Assigned Space from the County, all subject to the terms, conditions and limitations herein expressed. The Assigned Space includes access to a shared paved car parking lot, entryways and driveways, as further depicted on Exhibit "B", attached hereto and incorporated herein by reference, as well as access to the sidewalks (the "Common Areas"), subject to the County's reasonable written rules and regulations which shall not adversely affect the Tenant's right to use the Assigned Space.

3. **Use of Assigned Space.**

   A. The Tenant shall use the Assigned Space for operations associated with flight training and ground instruction in fixed-wing aircraft and related services. Said use and operations shall comply with all rules and regulations of the Federal Aviation Administration, the Florida Department of Transportation, the Flagler Executive Airport Master Plan, and applicable state and local rules, regulations and ordinances. The Tenant may also use the Assigned Space for any other legal and lawful purpose that is approved, in writing, by the County Administrator and providing such uses are in compliance with all federal, state, and local regulations, including but not limited to, permitting and parking.

   B. The Parties agree that the manner in which the Assigned Space is used, developed, operated and maintained is important to the County by reason of its interest in having a premier airport facility for use by the County residents and visitors to the County. The Tenant therefore agrees to develop, operate and maintain the Assigned Space consistent with the standards agreed upon herein.

   C. In no event shall the Assigned Space be used for any purpose which would constitute a public or private nuisance or waste, or any use not specifically permitted in this Agreement. The County shall have the right to terminate this Agreement in accordance with the procedures set forth in Paragraph 12(J), should Tenant utilize the Assigned Space in any manner inconsistent with the approved uses set forth herein.

   D. Notwithstanding anything herein to the contrary, all activities conducted upon the Assigned Space shall be under the exclusive control, management and direction of the Tenant. Such activities shall include, but not be limited to, the operation of Tenant's business activities, providing for security of the Assigned Space and of its property, and
the maintenance and upkeep of the Assigned Space in a safe, neat and clean condition. The County will have no involvement or role in the conduct of the Tenant's business or operations in any manner.

4. **Rent.**

   A. **Rent Payments.** The Tenant agrees to pay the County rent payments in the amount of **Two Thousand Seven Hundred Fifty Dollars ($2,750.00)** per month, plus applicable sales tax ("Base Rent"). Base Rent payments shall be paid, in advance, on the first day of each calendar month. The first payment shall be due upon execution of this Agreement. The first payment shall be in the amount of any pro-rated amounts due, in the event the Tenant takes possession of the Assigned Space prior to the 1st of the month.

   B. **Additional Rent Payments.** In addition to the payment of Base Rent, the Tenant agrees to pay the County for common area maintenance expenses which are incurred by the County for the administration, cleaning, maintenance and repair of the Triangle Air building (the "Building") and property which shall include, but not be limited to, gardening and landscaping, cleaning, sidewalk maintenance and repair, building facade maintenance, sewer and water line maintenance and repair, parking lot maintenance and repair, parking lot striping and lighting, and such other services as the County may require to furnish to the common areas (collectively, "Common Area Maintenance"). The Tenant agrees to pay the County additional rent payments for Common Area Maintenance in the amount of $1.00 per square foot/per year for the Assigned Space, for a total of **Four Hundred Twenty Dollars ($420.00)** per month, plus applicable sales tax ("Additional Rent"). The Additional Rent payments shall be paid in the same manner and shall be governed by the same terms as Base Rent. Hereinafter, references to Base Rent, together with Additional Rent, shall be collectively referred to as "Rent".

   B. **Late Payment.** Penalties for late payment shall begin to accrue after the tenth calendar day of each month at the rate of five percent (5%) for each month the Rent payment is late. If by the first day of the month following the delinquency, the Rent remains unpaid, a penalty of ten percent (10%) of the total amount which remains unpaid shall be assessed and continuing thereafter for each month assessed at the same ten percent (10%) rate on the accrued delinquent outstanding amount until the arrearage is completely paid.

   C. **Annual Adjustment to Base Rent.** The Base Rent amounts payable herein shall be adjusted annually for the succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1st of each succeeding year, beginning with October 1, 2020. The adjustment shall be applied for any increases in the applicable Consumer Price Index ("CPI"). The CPI adjustment shall be based on the Consumer Price Index for All Urban Consumers, South Region, US City Average (reference base of 1982 – 1984 = 100), published by the US Bureau of Labor Statistics, comparing a 12 month time period ending on May 30. If the Bureau discontinues issuing the CPI, the Parties shall use the official index published by a federal government agency that is most nearly equivalent to the CPI. If no such index is available, then the
Parties shall use such index or procedure that reasonably reflects increases in consumer prices in the Flagler County, Florida area. The County shall provide the Tenant with thirty (30) calendar days' notice of such adjustment, which shall become effective on the next Rental payment date following such thirty (30) calendar day notice. Notwithstanding anything contained herein to the contrary, the maximum annual adjustment to the Base Rent shall not exceed three percent (3%).

D. **Annual Adjustment to Additional Rent.** The Additional Rent amounts payable herein shall be increased annually at the rate of 3% of the then Additional Rent amount, for the succeeding years of this Agreement, including any extended term of this Agreement, which adjustment shall be effective as of October 1, of each succeeding year, beginning with October 1, 2020.

5. **Effective Date/Term/Renewal.**

A. This Agreement shall become effective on **December 1, 2019** (the "Effective Date").

B. The Term of this Agreement will commence on the Effective Date and shall remain in full force and effect for a period of **Five (5) years** thereafter, unless sooner terminated in accordance with the terms and provisions hereof.

C. So long as the Tenant is not in default of any of the terms herein and has no payment arrearages, this Agreement may be renewed by the Tenant for **One (1) additional Five (5) year term.** The County shall advise the Tenant in writing in the event of a default that results in an extinguishment of the right to automatic renewal of this Agreement. Absent such notice, this Agreement shall automatically renew unless Tenant gives written notice of an election not to exercise this option at least ninety (90) days prior to the expiration of this Agreement. Such option shall thereafter be and become null and void and of no further force and effect.

6. **Amount of Insurance Required.** The following insurance is required to be carried by the Tenant, at its own cost and expense, throughout the Term of this Agreement. The amounts of such required coverages are:

- **Commercial General Liability**
  - $1,000,000 combined single limits, per occurrence based

- **Fire Legal Liability**
  - $1,000,000

- **Pollution**
  - $1,000,000

- **Workers Compensation**
  - As required by the laws of Florida.

- **Automobile Liability**
  - $1,000,000
Property Casualty Insurance

Replacement cost of the facility at the time of Loss.

Prior to the Effective Date, the Tenant shall cause certificates of insurance to be furnished to the County, evidencing all such coverage and naming the County as an additional insured except with respect to Workers Compensation coverage. In addition, all such certificates shall provide that the policies shall not be cancelled, nor the limits thereunder reduced, without first providing at least thirty (30) calendar days’ written notice thereof to the County. The above coverage amounts may be increased if mandated by changes in state law.

7. A security deposit in the amount of Zero Dollars ($0.00) is due upon execution of this Agreement. The security deposit payment shall be held by the County subject to the provisions of Paragraph 12(P).

8. Utility and Service Charges.

A. The Tenant, at its sole cost and expense, shall obtain and promptly pay for all utility, communication and other services furnished to, or consumed within, the Assigned Space, including, but not limited to, electricity, data, heat, telephone, janitorial, phone, internet, and all charges related to any of these services, including any tap-in, connection and/or impact fees.

B. The County shall be responsible to provide utilities to the Building and Common Areas including, but not limited to, electricity, water, sewer, heat, and waste and trash removal.

9. Improvements to Assigned Space.

A. RESERVED

B. Tenant Improvements

(1) Upon possession of the Assigned Space, the Tenant shall, at its sole cost and expense, make any changes, alterations or improvements to the Assigned Space that may be necessary for its use, subject to County’s landlord lien for Rent. County approval for minor, nonstructural work not requiring permits shall be obtained from the Airport Director, in writing. For all other work, the Tenant must obtain written approval from the County Administrator.

(2) Following receipt of written approval from the County Administrator and before applying for a building permit, or any other applicable permit, for the construction, erection, installation, or alteration of improvements within the Assigned Space, the Tenant shall submit to the Airport Director and the Planning Director all proposed plans and specifications for the activity for the County’s review and written consent. The review and approval of the plans and specifications shall be subject to all applicable federal, state and local regulations, including but not limited to, all zoning and airport development
regulations. All alterations and improvements shall be consistent with the Flagler County Comprehensive Plan, Airport Master Plan, the building codes of the County, and the County’s Land Development Code. In the event of a conflict among such regulations, the more restrictive shall apply unless expressly waived by the County Administrator in writing based upon discretion conferred by applicable legal requirements. Such plans shall include a Federal Aviation Authority (FAA) “Airspace Study Checklist” (on-airport construction) and shall also be completed and submitted to the FAA for approval to the extent required by federal and state law.

(3) Any permitted alterations or improvements shall be made in a good and workmanlike manner, in accordance with approved plans, if required, and in accordance with all governmental regulations. Upon completion, the Tenant shall deliver to the Airport Director an “as built” survey and “as built” plans and specifications for the improvements, if applicable.

(4) Any construction agreements entered into between the Tenant and a general contractor or other contractor in privity with the Tenant must provide that the County will not be liable for any work performed or to be performed for the Tenant, nor shall the County be liable for any of the financial consideration or other obligations under such agreements.

(5) Prior to the County’s issuance of a building permit for any alterations or improvements, the County, in its sole discretion, may require the Tenant to provide to the County a form of security for the Tenant’s obligation to complete construction of the alterations or improvements.

10. Ownership of Improvements.

All improvements, furnishings, inventory, machinery, and equipment constructed or installed on the Assigned Space by the Tenant shall be the property of the Tenant, and the Tenant shall have legal title thereto during the Term of this Agreement. Upon the expiration or termination of this Agreement, title to all improvements constructed on the Assigned Space and any fixtures therein shall automatically revert to, and vest in, the County without necessity of any act by the Tenant. However, the Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

11. Interest of County Not Subject to Liens. It is mutually agreed that neither the fee simple title to the leased land, nor any interest of the County in the Assigned Space, may be subject to liens of any nature arising by reason of any act or omission of the Tenant or any person claiming under, by or through the Tenant, including but not limited to, mortgage liens, mechanics’ and materialmen’s liens. If, because of the Tenant’s act or omission, any construction lien, claim of lien or professional lien is filed pursuant to Florida Chapter 713 or any successor law against the County on any portion of the Assigned Space, or in the event any other type of lien is filed against the County on any portion of the Assigned Space, the Tenant shall, at its own expense and cost, cause said liens to be discharged, released or satisfied within ninety (90) days from the date of filing of any such lien.
12. **General Terms and Conditions.**

**A. Repairs and Maintenance.**

(1) **The Assigned Space.**

a. **Generally.** The Tenant, at its own cost and expense, shall keep the Assigned Space and all improvements, equipment, fixtures, furnishings and other property installed within the Assigned Space, in good condition and repair, in a clean and attractive condition, and free of impairment from physical deterioration and functional obsolescence. The Tenant shall be responsible for maintenance and for making repairs to all portions of the Assigned Space during the term of this Agreement. The Tenant shall use all reasonable precaution to prevent waste, damage or injury to the Assigned Space. Should the Tenant fail to keep and maintain the Assigned Space in good condition and repair or shall fail to use all reasonable precaution to prevent waste, damage or injury to the Assigned Space, the Tenant shall be deemed to be in default, pursuant to Paragraph 12(J).

b. **Plumbing.** The Tenant agrees not to put any articles in the toilets or sinks that would disrupt the normal operation of the plumbing system. The Tenant is responsible for all charges for maintenance costs and repairs made necessary due to toilets being clogged by inappropriate items and for any and all damage done by overflowing toilets.

c. **Light Bulbs.** The Tenant is responsible for the replacement of all burnt out light bulbs within the Assigned Space.

(2) **The Building and Common Areas.** The County shall be responsible for all repair, maintenance, or replacement of the following Building and Common Area (if any) elements: roof, foundation, outside walls, sidewalks, parking lot, common corridors, windows, drainage system, heating and air conditioning, electrical wiring, and landscaping, interior drainage within the Common Areas, plumbing, electric, heating and air conditioning. The Tenant shall be responsible for any repairs, maintenance or replacement of the aforementioned elements of the Building and Common Areas which are caused by the Tenant’s negligence.

**B. Maintenance By Default.** In the event the Tenant does not cure the breach of its duty to maintain the Assigned Space, the County shall have the option in its sole discretion to perform the maintenance and to recover such costs from the Tenant. The Tenant shall promptly pay or reimburse the County for the cost of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant's use or occupancy of the Assigned Space, reasonable use and wear excepted. The County shall have the right, at any time and from time to time, to cause maintenance to be performed and repairs to be made in and to the Assigned Space and the improvements, fixtures, equipment and mechanical systems
located therein, and the term of this Agreement shall not be extended nor shall there be any abatement of the sums payable to the County hereunder by reason thereof. The Tenant shall promptly pay or reimburse the County for the cost to the County of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its improvements, fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, the Tenant or any of its officers, employees, agents, invitees or licensees, or which otherwise results from the Tenant’s use or occupancy of the Assigned Space. Any sums not paid by Tenant within thirty (30) days from the date of County’s invoice(s) for its costs incurred under this subparagraph shall be treated as additional Rent owed to County by Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments. Further, the performance of maintenance and repair by the County shall in no event be construed as a waiver of the Tenant’s duty to maintain and repair as herein provided.

C. Tenant’s Property. Any and all property belonging to, or brought onto the Assigned Space by, the Tenant or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of the Tenant. The Tenant may place and install trade fixtures and other personal property on the Assigned Space for use in connection with its operations hereunder. The Tenant shall, however, be responsible for the cost of repairing any damage to the Assigned Space or any other improvements which are caused by the installation or removal of any such trade fixtures and personal property. For purposes of this Agreement, the phrase “trade fixtures” is defined as any article of personal property annexed or affixed to the Assigned Space by the Tenant as a necessary part of the Tenant’s trade or business, and other lawfully present personal property on the Assigned Space.

D. County’s Right to Enter. The County and its designated agents shall have the right to enter the Assigned Space at any reasonable time upon reasonable notice for inspection, maintenance, repair, attending to emergencies or any other lawful purpose. In emergency situations, where loss or damage to the Assigned Space is occurring or imminent, the County may enter any portion of the Assigned Space for the purpose of controlling the emergency situation.

E. Access. The Tenant and its officers, employees, agents and invitees shall be subject to the Airport minimum standards as currently in effect or as may be amended from time to time, along with all laws, rules and regulations of the County, State, or Federal Government, and the Tenant shall have the right of ingress and egress to and from the Assigned Space, as illustrated on Exhibit “B”.

F. Taxes and Assessments. The Tenant shall pay, on or before the due date established therefor all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, the Tenant’s interest therein and the property and improvements of the Tenant for the Term hereof or attributable to the Tenant’s activities at the Assigned Space or at the Airport. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Agreement commences on a date other than the first day of such tax year, the Tenant shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was
in effect during such tax year by the total number of days of the applicable tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, the Tenant shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. The Tenant’s obligations under this Paragraph 12(F) shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a release or waiver on the part of the County, as a political subdivision of the State of Florida, of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which the County may lawfully impose on the business or property of the Tenant.

G. Rules and Regulations. The Tenant covenants and agrees to observe and comply with all Airport minimum standards, along with all laws, rules, and regulations of the County which now exist or may hereafter be promulgated or amended from time to time, governing conduct on and operations at the Airport and the use of its facilities. The Tenant further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to the Tenant, the Assigned Space, or the Airport. The Tenant agrees to pay or reimburse the County for any fines which may be assessed against the County as a result of the violation by the Tenant of any applicable security regulation at the Airport, which payment shall be made by the Tenant within fifteen (15) calendar days from the date of the County’s invoice for such amount and documentation showing that payment of such fine is the Tenant’s responsibility hereunder. Any sums not timely paid shall be treated as additional Rent owed to the County by the Tenant and shall be treated under the same provisions as are applicable to delinquent rental payments.

H. Indemnification. The Tenant agrees to indemnify, defend and hold harmless the County, and the members (including, without limitation, members of the Flagler County Board of County Commissioners), officers, employees and agents of each, from and against liability (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys’ fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charged to or recovered from any of the foregoing: (i) by reason or on account of damage to or destruction of any property of the County, or any property of, injury to or death of any person resulting from or arising out of the acts or omissions of the Tenant’s officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused primarily by the County’s negligence or by the joint negligence of the County and any person other than the Tenant or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of the Agreement to keep, observe or perform any of the covenants or agreements in this Agreement to be kept, observed or performed.
by the Tenant. The provisions of this subparagraph shall survive the expiration or earlier termination of the Term of this Agreement with respect to any acts or omissions occurring during the Term of this Agreement.

The foregoing provisions of this subparagraph are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which the County otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by the Tenant under this Agreement.

I. Assignment and Subletting. This Agreement is personal to the Tenant. Accordingly, the Tenant may not assign this Agreement or sublet any portion of the Assigned Space without the express prior written consent of the County, which may be withheld at its sole discretion. In the event written consent is granted by the County, the Tenant shall provide the County with copies of the sublease(s) and any amendments thereto. Any purported assignment or sublet without the express written consent of the County, and any failure to provide the County with a sublease, if approved, or amendments thereto, shall be considered void from their inception, and shall be grounds for the immediate termination of this Agreement.

J. Defaults and Remedies.

(1) Defaults by Tenant. The occurrence of any of the following events and the expiration of the applicable cure period set forth below without such event being cured or remedied will constitute a “Default by Tenant” to the greatest extent allowed by law:

a. Tenant’s failure to pay Rent due under this Agreement, and the failure to pay is not cured within ten (10) calendar days after written notice has been given by the County to Tenant.

b. Abandonment of Assigned Space, or discontinuation of the Tenant’s operations.

c. Tenant’s material misrepresentation of any matter related to this Agreement.

d. Filing of insolvency, reorganization plan, or arrangement of bankruptcy.

e. Adjudication as bankrupt.

f. Making a general assignment for the benefit of creditors.

g. If Tenant suffers this Agreement to be taken under any writ of execution and/or other process of law or equity.

h. Tenant’s failure to utilize the Assigned Space as required in this Agreement.
i. Any lien is filed against the leased land, or the County’s interest therein or any part thereof in violation of this Agreement, or otherwise, and the same remains unreleased for a period of sixty (60) days from the date of filing unless within such period Tenant is contesting in good faith the validity of such lien and such lien is appropriately bonded.

j. Failure of Tenant to perform or comply with any material covenant or condition made under this Agreement, which failure is not cured within ninety (90) days from the date of the County’s written notice stating the noncompliance shall constitute a default (other than those covenants for which a different cure period is provided), whereby the County may, at its option, terminate this Agreement by giving Tenant thirty (30) days’ written notice unless the default is fully cured within that thirty (30) day notice period (or such additional time as is agreed to in writing by the County as being reasonably required to correct such default). However, the occurrence of any of the events set forth above shall in subparagraph (1) (d), (e), (f) and (g) above, or subparagraphs (j) and (k) below, constitute a material breach and default by Tenant, and this Agreement may be immediately terminated by County except to the extent then prohibited by law.

j. Failure to continuously abide by all the insurance provisions required in Paragraph 6.

k. An attempt is made by the Tenant to mortgage the leasehold estate created herein, or to assign or sublet this Agreement in violation of Paragraph 12(f).

(2) Remedies of County.

a. In the event of the occurrence of any of the foregoing defaults, the Tenant shall become immediately a tenant-at-sufferance in accordance with Florida law, and County, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter and remove all individuals, entities and/or property from the Assigned Space. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass, or being liable for any loss or damage which may be occasioned thereby. If the Tenant does not cure the defaults in the time frames as set forth above, and the County has removed and stored property, the County shall not be required to store such property for more than thirty (30) days. After such time, such property shall be deemed abandoned and the County shall dispose of such property in any manner it so chooses and shall not be liable to the Tenant for said disposal.

b. The County may sue for direct, actual damages arising out of such default by the Tenant or apply for injunctive relief as may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Tenant under this Agreement or otherwise. For this purpose Tenant agrees that County need not post a surety bond with the court and the right to any bond is hereby waived. The County shall be entitled to reasonable attorneys fees and costs incurred arising out of the Tenant’s default under this Agreement.
K. Surrender at End of Term/Termination.

1. At the end of the Term or upon the earlier termination of this Agreement, the Tenant agrees to surrender and yield possession of the Assigned Space, improvements constructed thereon and fixtures to the County, peacefully and without notice, free and clear of all debts, mortgages, encumbrances and liens. It shall be lawful for the County to re-enter and to repossess the improvements without further process of law.

2. The improvements and fixtures shall be in good condition and repair in all respects, reasonable use and wear excepted, and the Tenant agrees to reimburse the County for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition.

3. The Tenant may remove furnishings, inventory, personal property, trade fixtures and any improvements not a part of any structure upon the expiration or termination of this Agreement if the removal can be done in a manner that does not injure or damage the Assigned Space. If the Tenant fails to remove such personal property and improvements within ten (10) days after the effective date of the expiration or termination, or within ten (10) days from the date of written notice by the County, whichever is later, the County may remove and dispose of any improvements and personal property not removed by the Tenant. In that case, the Tenant is deemed by this Agreement to have sold, assigned and transferred to the County all of the Tenant’s right, title and interest in the improvements and personal property not removed by the Tenant.

4. The Parties agree that, to confirm the automatic vesting of title as provided for herein, each will execute and deliver such further assurances and instruments of assignment and conveyance as may be reasonably required by the other for that purpose.

L. Holding Over. It is agreed that if the Tenant, or any assignee or subtenant thereof, shall continue to occupy the Assigned Space after any termination of this Agreement without the prior written consent of the County, then such tenancy shall be a tenancy-at-sufferance, the County shall be entitled to double the monthly rent specified in Paragraph 4 hereof, and acceptance by the County of any sums after any such termination shall not constitute a renewal of this Agreement or a consent to such occupancy, nor shall it waive the County’s right of re-entry or any other right available to it under the laws of Florida or the provisions of this Agreement.

M. Costs and Attorneys' Fees. In the event that either party uses the services of an attorney to collect any sums due hereunder from the other party, or to pursue any remedies or resolution related to a default hereunder, or in the event a party is the prevailing party in any action to enforce any provision of this Agreement or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, including any bankruptcy or bankruptcy appeals, the non-prevailing party shall reimburse the prevailing party for all reasonable costs, attorneys' fees and all other actual expenses incurred by the prevailing party, whether the prevailing party uses in-house or contracted counsel, in the defense and/or prosecution of such legal proceeding and in any appeals,
including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

N. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by certified mail, return receipt requested:

If to Tenant, addressed to:

Ryan Aviation, Inc.
301 Old Moody Boulevard
Palm Coast, FL 32164

If to County, addressed to:

Airport Director, Flagler Executive Airport
201 Airport Road
Palm Coast, FL 32164

With a second copy to:
County Administrator
1769 E. Moody Boulevard
Building 2
Bunnell, FL 32110

O. Sums Paid by County. If the County has paid any sum or sums or has incurred any obligation or expense which the Tenant has agreed to pay or reimburse the County for, or if the County is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of the Tenant to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional Rent due hereunder and the Tenant shall reimburse the County therefor promptly upon demand. Any unpaid sums shall be treated under the same provisions as are applicable to delinquent Rental payments.

P. Security Deposit. The Tenant shall pay the security deposit as required under Paragraph 7, and such sums shall be retained by the County as security for the faithful performance of the Tenant’s obligations hereunder. The County shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to the County which has not been paid, including, but not limited to, reimbursement of any expenses incurred by the County in curing any default of the Tenant, or to the cost of restoring the Assigned Space or its improvements, furnishings, fixtures or equipment to good condition and repair, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, the Tenant shall promptly upon demand by the County remit to the County the amount of cash required to restore the security deposit to its original sum, and the Tenant’s failure to do so within ten (10) calendar days from the date of County’s written notice of such demand shall constitute a default under this Agreement. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to the Tenant, without interest, within sixty (60) calendar days after the
end of the Term of this Agreement. The County will not pay interest on any security deposit.

Q. Brokerage Commissions. Unless expressly provided otherwise herein, the Tenant warrants that no real estate commission is payable by the County to any person or entity in connection with this Agreement, and the Tenant does hereby agree to indemnify, defend, and hold completely harmless the County from and against any and all liabilities, costs, and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by the County as a result of any claims therefor.

R. County's Reserved Rights.

(1) Subject to the approval of the Tenant, which shall not be unreasonably withheld, the County reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) The County reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to the Tenant for loss of business or damages of any nature whatsoever to the Tenant occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the County or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by the Tenant and all others as the County may promulgate for the Airport. In the event that improvements, repairs and/or alterations are made as contemplated herein, the County will endeavor to minimize disruptions to the Tenant that may occur during any associated construction activities.

(3) The Tenant covenants and agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreement between the County and the United States Government relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Agreement as a condition precedent to the granting of such federal funds, the Tenant shall promptly consent in writing to such modifications.

S. Discrimination Not Permitted.

(1) The Tenant, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or rational origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to
discrimination in the use of the Assigned Space or the Airport under the provisions of this Agreement; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or rational origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that the Tenant shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, the Tenant shall comply with laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Tenant authorize another person, with the County’s prior written consent, to provide services or benefits from the Assigned Space or at the Airport, the Tenant shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. The Tenant shall furnish the original or a true copy of such agreement to the County. The County may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and the Tenant agrees that it will adopt any such requirement as a part of this Agreement.

(2) If the Tenant shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that the Tenant shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

(3) In the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate this Agreement and to re-enter and repossess the Assigned Space, and hold the same as if this Agreement had never been made or issued. The right granted to the County by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, the Tenant assures the County that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. The Tenant also assures the County that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to the County.
(5) The Tenant assures the County that the Tenant will comply with pertinent statutes, Executive Orders, and such rules as are promulgated and that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Agreement. The Tenant also assures the County that it will require any contractors and subtenants (to the extent that such subtenants are allowed under other provisions of this Agreement) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with the Tenant’s operations under this Agreement.

T. Federal Aviation Administration Requirements.

(1) The Tenant shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(2) The County reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) The Tenant agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) The Tenant expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) The Tenant agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) All vehicles shall remain outside of the Airport Operating Area (AOA). All portions of aircraft parked on the concrete aircraft parking apron shall remain clear of the Taxiway Object Free Area (TOFA) at all times.
U. **Hazardous Materials.**

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment. **“Hazardous Material”** includes, without limitation, any material or substance defined as a “hazardous substance,” or “pollutant” or “contaminant” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the “Superfund” law, as amended (42 U.S.C. Sections 9601 et seq.) (“CERCLA”), or pursuant to Chapters 376 and 403, Florida Statutes; any “hazardous waste” listed pursuant to Section 403.72, Florida Statutes, or any waste which conforms to the criteria for hazardous material adopted by the County; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the County’s rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Tenant’s Agreement.** The Tenant agrees that neither it nor its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport.

(3) **Environmental Indemnity.** The Tenant shall indemnify, defend and hold harmless the County from and against any and all loss, damage, cost or expense (including attorneys' fees) arising during or after the term of this Agreement as a result of or arising from (i) a breach by the Tenant of its obligations contained in Subparagraph (2) above, or any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of the Tenant, its officers, agents, employees, contractors, subcontractors, subtenants, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to the Tenant, the County may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of the Tenant’s operations to determine whether the Tenant has breached its obligations under Subparagraph (U)(2) above. The Tenant shall pay all costs associated with said investigation if such investigation shall disclose any such breach by the Tenant.
V. Miscellaneous.

(1) The paragraph headings contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for the Tenant’s right to possession of the Assigned Space, the rights granted under this Agreement are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties hereto.

(4) Time is of the essence to this Agreement.

(5) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, except for its conflict of law provisions. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any State of Florida court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Agreement, or any other agreement or document pertaining to the operations of the Tenant hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against the County, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Agreement, shall be had against any member (including, without limitation, members of the Flagler County Board of County Commissioners), officer, employee or agent, as such, past, present and future, of the County, either directly or through the County, or otherwise, for any claim arising out of this Agreement or the operations conducted pursuant to it, or for any sum that may be due and unpaid by the County. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any County member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Agreement or the operations conducted pursuant to it, or for the payment for or to the County, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by the County, is hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement.

(7) The Tenant represents and warrants to the County that no member, officer, employee or agent of the County has any material interest, either directly or indirectly, in the business of the Tenant to be conducted hereunder.

(8) This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and any representation or statements
heretofor made with respect to such subject matter, whether oral or written, are merged herein. This Agreement may be altered or amended only by written instrument specifically referring to this Agreement and executed by both parties hereto with the same formalities as the execution of this Agreement.

(9) As required by Florida law, the County hereby includes the following notifications as part of this Agreement:

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 public health unit.

PUBLIC ENTITY CRIMES: 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 $15,000 for a period of 36 months from the date of being placed on the convicted vendor list.

(10) The exclusive jurisdiction and venue for any action to interpret and/or enforce the terms of this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

(11) Nothing in this Agreement shall abrogate or waive the County’s Sovereign Immunity or the provisions of § 768.28, Florida Statutes.

(12) Continued performance by either Party hereto pursuant to any provision of this Agreement after a default of any provision herein shall not be deemed a waiver of any right to cancel this Agreement for any subsequent default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

(13) Recordation. This Agreement shall be recorded by the County in the Official Records of Flagler County, Florida, within fourteen (14) days after the County enters into this Agreement.

(14) Relationship of the Parties. Nothing in this Agreement shall be construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being
understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of County and Tenant.

(15) Possession. The Tenant shall be granted possession of the Assigned Space immediately upon the Effective Date of this Agreement and shall be entitled to full use of said Assigned Space subject to the terms hereof.

(16) No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person has or will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

[The Remainder Of This Page Intentionally Left Blank]
APPROVED by Flagler County this _____ day of _________, 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: __________________________
Donald T. O’Brien, Chair

Date Signed: ____________________

ATTEST:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed,
County Attorney

TENANT

Witness

By: __________________________
Signature

Print Name

Print Name

Witness

Title

Print Name

Date Signed: ____________________

STATE OF (___________)
COUNTY OF (___________)

The foregoing instrument was acknowledged before me this _____ day of _________, 2019, by _______________________, who swore or affirmed that he/she is authorized to enter into this Agreement and to bind Ryan Aviation, Inc. Such person(s) (Notary Public must check applicable box):

[ ] is/are personally known to me.
[ ] produced a current driver license(s).
[ ] produced __________________________ as identification.

(SEAL)

Notary Public
Commission No.: __________
My Commission Expires: __________

Page 21 of 21
TRIANGLE AIR

NOTE: SHADED AREAS DENOTES LEASED FACILITY SPACE

EXHIBIT "A"
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM #8a

SUBJECT: Flagler County Coastline Long-Term Plan Funding Options Discussion.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The Flagler County Board of County Commissioners has recognized that severe beach erosion continues to be a problem and has identified shore protection improvements within the 2018 Strategic Plan. Objective C.1.5 outlines that Flagler County will pursue known and proven Shoreline Stabilization/Protection methods to further beach preservation and public and private property protection. The shoreline of Flagler County is an important part of the quality of life of the community by providing esthetic, recreational, storm-damage reduction, environmental, and economic benefits. The beaches are a primary tourist attraction and vital to the economic well-being of the community. The Flagler County Board of County Commissioners has determined that it is in the best interest of the citizens of Flagler County to identify available funding in order to restore and maintain the beaches and dunes of Flagler County.

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

RECOMMENDATION: Discussion item only.

ATTACHMENT:
1. Long-Term Plan for Flagler County Coastline Presentation
SUBJECT: Consensus on Next Steps to Recoup the Costs Expended on the Sears Building at 4888 Palm Coast Parkway, Palm Coast, FL.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: In November 2018, the County entered into an option agreement to purchase real property at 4888 Palm Coast Parkway from Darnell Group, Inc., a Florida corporation, owned by James and Adre’a McIntyre who operated a Sears retail store at the site for many years. The McIntyre’s real estate broker for the sale was Ms. Margaret Sheehan-Jones. The County originally hoped to repurpose the building for use as a Tax Collector’s Branch Office and other uses at a location convenient for Palm Coast residents. The option agreement obligated the County to purchase the property for $1,125,000 after conducting due diligence and upon securing acceptable financing. Staff engaged Universal Engineering Sciences, Inc., (“Universal”) to inspect the building and, given the difficulties facing the County over the Sheriff’s Operations Center, specifically requested Universal to assess any issues related to water intrusion. Universal conducted an inspection and submitted a Property Condition Assessment Report to the County, dated December 12, 2018, which states, “There is no evidence of moisture intrusion or physical damage to the roof.”

After closing on the property in March 2019, staff entered the building to begin repurposing the structure for governmental use and, during a rainstorm, immediately discovered that a longstanding hole in the roof allowed water to rush into the building, down the wall, and onto the floor. Worse, upon further inspection, the County discovered extensive mold growth in the drywall. With a duty to mitigate such damage, County staff patched the hole in the roof to prevent further water intrusion. Staff also removed affected insulation and sheetrock. Staff has documented the costs of these activities.

In May 2019, the County notified the McIntyre’s, Universal, and Sheehan-Jones that it will pursue claims due to the roof problems being readily apparent and long standing. The parties eventually furnished the County with copies of their applicable insurance policies as required by Florida Statutes.

The County Attorney and County Administrator now seek consensus from the Board to move forward with an offer, jointly and severally, to the McIntyre’s, Universal, and Sheehan-Jones, as well as their respective insurers, to take the building, and reimburse the County for the purchase price, the cost of mitigation, and attorneys’ fees involved in pursuing these claims. The rationale in this approach is that, as an innocent purchaser for value, the County should be made whole, and the other parties are in a better position to repair and sell the property. However, should the parties reject the offer, the County Attorney and County Administrator further seek the Board’s consensus to sell the building as-is and to submit a claim to the parties’ insurers to recoup the difference between the selling price and the cost of the building to the County including the cost of mitigating the water damage and selling it.
**DEPARTMENT CONTACT:** County Attorney and County Administrator

**RECOMMENDATION:** Staff seeks Board consensus to offer the parties to retake the building and reimburse the County for its purchase price, mitigation activities and attorney’s fees or, alternatively if the offer is rejected, to sell the building directly and seek any difference between the selling price the County’s purchase price and other costs from the parties.
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
GENERAL BUSINESS / AGENDA ITEM # 8c

SUBJECT: Adoption of a Resolution to Vacate a Portion of the Plat of St. Johns Park – Parcel Number 25-12-28-5600-000C0-0010; 3500 County Road 2006 West; Petitioners: Paul S. and Ericka M. King.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The County has received a Petition from Paul S. and Ericka M. King (Attachment #2) seeking the vacation of a portion of the plat of St. Johns Park as recorded in Plat Book 1, Page 16, of the Public Records of Flagler County, Florida. The purpose of the plat vacation is to vacate the underlying block and lot lines, alleyways, and platted – but never constructed – right-of-ways lying within the limits of the parcel.

The subject parcel is shown below:
The Kings purchased the parcel through the Warranty Deed dated April 27, 2018 recorded on May 11, 2018 at Official Records Book 2278, Pages 1613 through 1615, Public Records of Flagler County, Florida. The plat of St. Johns Park was originally platted in St. Johns County at Plat Book 1, Page 168, of the Public Records of St. Johns County, Florida, and subsequently re-recorded at Plat Book 1, Page 16, of the Public Records of Flagler County, Florida, following the creation of Flagler County.

![Diagram of the parcel with annotations]

(turquoise line is lot boundary, red line is the intended limit of the partial plat vacation including vacation of portions of roadways)

The usage of the subject parcel and proximate parcels has been as pasture land or used for silviculture production. Area development as occurred on parcels larger than those platted through the St. Johns Park plat. The St. Johns Park plat itself dates back to the early 20th Century and had limited conforming development, with much of the plat unrecognizable aside from its “paper plat” characteristics. For the most part, only County Road 2006 – identified on the St. Johns Park plat as Deen Road – conforms to its depiction on the plat. Specific to the subject parcel, the plat depicts:
Vacating the portion of the plat does not deprive the right to access of any adjacent owner. The utility providers – AT&T, Charter Communications [Spectrum], City of Palm Coast, and Florida Power and Light – have each consented to the requested vacation of the plat. Based on this request and no apparent conflicts, staff has crafted the attached resolution; if approved, the resolution shall be recorded by the owner in the public records of the County.

The owner has paid the application fee of $850.00 for this request. Public notice has been provided in accordance with Section 177.101, Section 336.09, and Section 336.10, Florida Statutes. The cost of public notice has been paid by the owner/applicant in accordance with the County's fee schedule.

**DEPARTMENT CONTACT:** Adam Mengel, Planning & Zoning (386) 313-4065
OPTIONS FOR THE BOARD:
1. APPROVE THE REQUEST – adopt the Resolution for the partial vacation of the plat of St. Johns Park subdivision, as recorded in Plat Book 1, Page 16 of the Public Records of Flagler County, Florida.

2. DENY THE REQUEST – do not adopt the Resolution, likely on the basis that the plat was in place at the time of the purchase of the parcel; the owner would observe underlying block, lot, alleyways, and right-of-ways.

3. TABLE THE REQUEST – table the request for additional information; however, the application and request is complete as submitted.

ATTACHMENTS:
1. Resolution
2. Petition to Vacate Plat
3. Utility Consent Letters
4. Public Notice
RESOLUTION 2019 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO VACATE A PORTION OF THE ST. JOHNS PARK SUBDIVISION AND VACATE ALL OF THE 20' ALLEY LYING WITHIN BLOCK C-1, BETWEEN THE PORTION OF THE "PUBLIC SQUARE - TOWN HALL" BLOCK AND THE "SCHOOL BUILDING - SCHOOL LOT" BLOCK DESCRIBED HEREIN, AND BLOCK J-1 AND PORTIONS OF WARNER AVENUE (60' R/W) AND SIEG AVENUE (50' R/W) ALL BEING PART OF ST. JOHNS PARK A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 168 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Paul S. King and Ericka M. King (the "Petitioners") petitioned this Board of County Commissioners of Flagler County, Florida, to vacate the plat and right-of-ways described herein; and

WHEREAS, vacating the requested portion of the plat and right-of-ways will not have an adverse effect on the remaining area; and

WHEREAS, the Petitioners are the apparent owners of the property described herein, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning abutting property; and

WHEREAS, it appears from the Petition to Vacate and supporting materials made a part of the record that all County taxes due and owing on said property have been paid and that due and proper notice of the Petitioners' intention to vacate said portion of the plat has been given as required by law, and proof of publication of said notice has been filed with the Petition; and

WHEREAS, the Board of County Commissioners finds that the vacation of said plat and right-of-ways is proper.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF FLAGLER COUNTY, FLORIDA, THAT:
The portion of the lands described below and graphically shown at Exhibit "A" are hereby vacated:

ALL OF BLOCK C-1, LOTS 13 THROUGH 18, BLOCK D, ALL OF BLOCK I, ALL OF BLOCK J-1 AND LOTS 4-9, BLOCK P TOGETHER WITH THE FOLLOWING: ALL OF THE 20' ALLEY LYING WITHIN SAID BLOCK C-1, BLOCK I AND BLOCK J-1 AND PORTIONS OF WARNER AVENUE (60' R/W), STEWART BOULEVARD (60' R/W), CHARLES STREET (39' R/W) AND SIEG STREET (50' R/W) ALL BEING PART OF ST. JOHNS PARK, A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 168, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SAID BLOCK D, BEAR N89°38'31"E ALONG THE SOUTH LINE OF BLOCK D, ALSO BEING THE NORTH LINE OF SAID WARNER AVENUE, A DISTANCE OF 156.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, BLOCK D; THENCE N00°21'12"W, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET, TO THE NORTHWEST CORNER OF LOT 13, BLOCK D; THENCE N89°38'31"E ALONG THE NORTH LINE OF LOTS 13 THROUGH 18, BLOCK D, A DISTANCE OF 363.22 FEET, PROJECTING SAID LINE TO THE EAST TO THE NORTHWEST CORNER OF LOT 8, SAID BLOCK C-1; THENCE N00°21'12"W, ALONG THE WEST LINE OF BLOCK C-1, A DISTANCE OF 229.00 FEET, TO THE NORTHWEST CORNER OF LOT 7, BLOCK C-1, A DISTANCE OF 288.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK C-1; THENCE S00°21'12"E, ALONG THE EAST LINE OF BLOCKS C-1 AND J-1, ALSO BEING THE WEST RIGHT OF WAY LINE OF TAFT STREET (38' R/W), A DISTANCE OF 889.00 FEET, TO THE SOUTHEAST CORNER OF LOT 23, BLOCK J-1; THENCE S89°38'31"W, ALONG THE SOUTH LINE OF BLOCK J-1, ALSO BEING THE NORTH LINE OF SAID STEWART BOULEVARD, A DISTANCE OF 494.60 FEET, TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 4, BLOCK P; THENCE S00°21'12"E, ALONG SAID LINE, A DISTANCE OF 210.00 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK P; THENCE S89°38'31"W, ALONG THE SOUTH LINE OF LOTS 4 THROUGH 9, BLOCK P, TO THE SOUTHWEST CORNER OF LOT 9, BLOCK P; THENCE N00°21'29"W, ALONG THE WEST LINE OF BLOCKS P AND I, SAID WEST LINE ALSO BEING THE EAST LINE OF PARK PLACE AVENUE (50' R/W), A DISTANCE OF 670.00 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK D, AND THE POINT OF BEGINNING.
LESS AND EXCEPT THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2189, PAGE 1901, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

This Resolution shall take effect immediately upon its adoption.

APPROVED in open session by the Flagler County Board of County Commissioners in Bunnell, Florida, on this 18th day of November, 2019.

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Donald T. O'Brien, Jr., Chair

APPROVED AS TO FORM:

Al Hadeed, County Attorney
PETITION TO VACATE, ABANDON AND CLOSE A PORTION OF
COUNTY ROADS AND PARCELS

COME NOW the undersigned as the “Petitioners” and, pursuant to section 177.101 Florida Statues, petition the Flagler County Board of County Commissioners for a Resolute to vacate the lands herein as described in Exhibit “A” and inclusive of all alleys and streets:

Petitioners state as follows:

1. The area to be vacated is everything within limits of property description in Exhibit" A”.

2. Petitioners respectively own fee simple title to the adjacent properties.

3. The vacation will not interfere with the County Road system nor will it deprive any person of an existing means of ingress or egress to Or from his or her premises or utility service.

4. There is no pending litigation involving the property.

5. All applicable taxes on the property have been paid in full and are current through the date of this petition.
NOW, THEREFORE, Petitioners respectfully request the Flagler County Board of County Commissioners to accept this petition to Vacate the County Roads and parcels described within.

By: [Signature]  Date: 10-23-19  
Paul S. King

By: [Signature]  Date: 10-23-19  
Ericka M. King

ATTEST:

By: [Signature]  Date: 10-23-19  
Jo-Anna Evans  
Printed/typed name and title

[Stamp]

Approved as to form
EXHIBIT "A"

ALL OF BLOCK C-1, LOTS 13 THROUGH 18, BLOCK D, ALL OF BLOCK I ALL OF BLOCK J-1 AND LOTS 4-9, BLOCK P TOGETHER WITH THE FOLLOWING: ALL OF THE 20' ALLEY LYING WITHIN SAID BLOCK C-1, BLOCK I AND BLOCK J-1 AND PORTIONS OF WARNER AVENUE(60' R/W), STEWART BOULEVARD(60' R/W), CHARLES STREET (39" R/W) AND SIEG STREET(50' R/W) ALL BEING PART OF ST. JOHNS PARK, A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 168, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO RECORDED IN PLAT BOOK 1, PAGE 16 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SAID BLOCK D, BEAR N89°38'31"E ALONG THE SOUTH LINE OF BLOCK D, ALSO BEING THE NORTH LINE OF SAID WARNER AVENUE, A DISTANCE OF 156.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, BLOCK D; THENCE N00°21'12"W, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET, TO THE NORTHWEST CORNER OF LOT 13, BLOCK D; THENCE N89°38'31"E ALONG THE NORTH LINE OF LOTS 13 THROUGH 18, BLOCK D, A DISTANCE OF 363.22 FEET, PROJECTING SAID LINE TO THE EAST TO THE NORTHWEST CORNER OF LOT 8, SAID BLOCK C-1; THENCE N00°21'12"W, ALONG THE WEST LINE OF BLOCK C-1, A DISTANCE OF 229.00 FEET, TO THE NORTHWEST CORNER OF LOT 7, BLOCK C-1; THENCE N89°38'31"E ALONG THE NORTH LINE OF BLOCK C-1, A DISTANCE OF 288.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK C-1; THENCE S00°21'12"E, ALONG THE EAST LINE OF BLOCKS C-1 AND J-1. ALSO BEING THE WEST RIGHT OF WAY LINE OF TAFT STREET(38' R/W), A DISTANCE OF S00°21'12"E, A DISTANCE OF 889.00 FEET, TO THE SOUTHEAST CORNER OF LOT 23, BLOCK J-1; THENCE S89°38'31"W, ALONG THE SOUTH LINE OF BLOCK J-1, ALSO BEING THE NORTH LINE OF SAID STEWART BOULEVARD, A DISTANCE OF 494.60 FEET, TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 4, BLOCK P; THENCE S00°21'12"E, ALONG SAID LINE. A DISTANCE OF 210.00 FEET, TO THE SOUTHEAST CORNER OF LOT 4, BLOCK P; THENCE S89°38'31"W, ALONG THE SOUTH LINE OF LOTS 4 THROUGH 9, BLOCK P, TO THE SOUTHWEST CORNER OF LOT 9, BLOCK P; THENCE N00°21'29"W, ALONG THE WEST LINE OF BLOCKS P AND I, SAID WEST LINE ALSO BEING THE EAST LINE OF PARK PLACE AVENUE(50' R/W), A DISTANCE OF 670.00 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK D, AND THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2189, PAGE 1901.
<table>
<thead>
<tr>
<th>PARCEL ID NUMBER</th>
<th>ESCROW CD</th>
<th>ASSESSED VALUE</th>
<th>EXEMPTIONS</th>
<th>TAXABLE VALUE</th>
<th>MILLAGE CODE</th>
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<td>SEE BELOW</td>
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</tbody>
</table>

**SUZANNE JOHNSTON**  
FLAGLER COUNTY TAX COLLECTOR  
2018 Paid Real Estate  
70623  

**KING PAUL S & ERICKA M H&W**  
9 PILLAR LANE  
PALM COAST, FL 32164  

**BUNNELL**  
7.08 AC ST JOHNS PARK SUBD ALL OF BLKS C1, J1 & LOTS 17 & 18 OF BLK D AND THE ELY 122.64 OF BLKS PUBLIC SQUARE/TOWNHALL LOTS & 20 ALLEY OF BLKS C1  
See Additional Legal on Tax Roll  

<table>
<thead>
<tr>
<th>TAXING AUTHORITY</th>
<th>MILLAGE RATE</th>
<th>ASSESSED VALUE</th>
<th>EXEMPTION AMOUNT</th>
<th>TAXABLE VALUE</th>
<th>TAXES LEVIED</th>
</tr>
</thead>
</table>
| C100 FLAGLER COUNTY  
GENERAL FUND | 8.2297 | 2,127 | 0 | 2,127 | 17.50 |
| ESL | 0.1128 | 2,127 | 0 | 2,127 | 0.24 |
| 2015 GO BONDS | 0.2450 | 2,127 | 0 | 2,127 | 0.52 |
| 2009/2016 ESL BONDS | 0.1372 | 2,127 | 0 | 2,127 | 0.29 |
| S200 FLAGLER COUNTY SCHOOL BOAF  
GENERAL FUND | 4.1820 | 2,127 | 0 | 2,127 | 8.85 |
| DISCRETIONARY | 0.7480 | 2,127 | 0 | 2,127 | 1.59 |
| CAP, OUTLAY | 1.5000 | 2,127 | 0 | 2,127 | 3.19 |
| WWMD ST. JOHNS RIVER WATER MGMT | 0.2562 | 2,127 | 0 | 2,127 | 0.54 |
| FIND | 0.0320 | 2,127 | 0 | 2,127 | 0.07 |

**TOTAL MILLAGE** | **16.4229**  
**AD VALOREM TAXES** | **$32.78**  

**LEVYING AUTHORITY** | **RATE** | **AMOUNT**  
|-----------------|----------|-------------|

**RECEIVED**  
OCT 25 2019  
FLAGLER COUNTY  
PLANNING & ZONING DEPT  
$0.60  

**COMBINED TAXES AND ASSESSMENTS** | **$32.79**  
**See reverse side for important information.**  

| IF PAID BY | Nov 30, 2018  
**Please Pay** | $31.48 |

**SUZANNE JOHNSTON**  
FLAGLER COUNTY TAX COLLECTOR  
2018 Paid Real Estate  
70623  

**KING PAUL S & ERICKA M H&W**  
9 PILLAR LANE  
PALM COAST, FL 32164  

7.08 AC ST JOHNS PARK SUBD ALL OF BLKS C1, J1 & LOTS 17 & 18 OF BLK D AND THE ELY 122.64 OF BLKS PUBLIC SQUARE/TOWNHALL LOTS & 20 ALLEY OF BLKS C1  
See Additional Legal on Tax Roll  

| IF PAID BY | Nov 30, 2018  
**Please Pay** | $31.48 |

Paid | PAUL KING | 11/24/2018 | Receipt # | 2018-9921755 | Credit_card | $31.48
September 18, 2018

Paul & Ericka King
3500 W CR2006
Bunnell, FL 32110

Re: Propose Vacated Portions R/W Warner Ave, Sieg Ave, Charles St. & Stewart Blvd.

Dear Paul and Ericka King:

This letter is in response to a request submitted to AT&T, Inc. to vacate portions of the ROW of Warner Ave, Sieg Ave, Charles St, and Stewart Blvd as shown sketch done by Target Surveying, LLC dated 4/20/2018. The portion of Warner Ave to be vacated would be from the west r/w of Taft St to the east r/w of Park Place Ave. The portion of Sieg Ave to be vacated would be from the north of Stewart Blvd to the nw corner of Lot 8 Block C1. The row of Charles St to be vacated would be from Stewart Blvd to Warner Ave. The portion of Stewart Blvd to be vacated would be from the east point of Lot 4 Block P to the east r/w of Park Place Ave. This property is in The St Johns Park Subdivision, recorded in plat book 1, page 16 of the public records of Flagler County Florida.

Please accept this letter as a notification that AT&T, Inc. has no objection to the vacating of ROW referenced above.

If you have any questions regarding this response, please contact me at 386-281-6962.

Regards,

Nathan Stephenson
Mgr OSP Ping & Engrg Design
Construction & Engineering-SE
AT&T Technology Operations
268 N Ridgewood Av
2nd Flr, Room 232
Daytona Beach, FL 32114
January 15, 2019

Paul & Ericka King
9 Pillar Lane
Palm Coast, FL 32164

RE: PROPOSED VACATION OF 3500 W CR 2006, BUNNELL, FL LOTS AS DESCRIBED IN LEGAL DESCRIPTION ATTACHED AS "BOUNDARY SURVEY"

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced “Easements” which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the utility easement of the above mentioned property as described in the attached “Exhibit A” and survey map.

If you have any questions regarding this, please contact me.

Sincerely,

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614
November 19, 2018

Re: Property on 3500 W CR 2006

Dear Mr. King:

This letter is in response to your inquiry regarding property on CR 3500 W CR 2006. After review of the information you have provided to the City of Palm Coast, it has been determined that your project lies outside of our existing territory.

If you have any questions, or if I may be of any assistance, please feel free to contact me.

Sincerely,

Irma Velez
Utility Development Review Specialist
Phone: (386) 986-2355
Email: ivelez@palmcoastgov.com
September 19, 2018

Paul & Ericka King
9 Pillar Ln
Palm Coast, FL, 32164

Dear Paul & Ericka King,

This letter is in response to your request for the release of a platted road right-of-way.

In meeting with your request, FPL has no objection to releasing our rights in the road right-of-way known as "Warner Avenue, Steward Boulevard, and Sleg Avenue" in Plat Book 2189, Page 1901 of the Public records of Flagler County.

The release is restricted to the following description: All of block C-1 lots 13 through 18, block D, all of block I of block J-1 and lots 4-8, block P together with the following: All of th 20' alley lying within said block C-1, BLOCK I and block J-1 and portions of Warner Ave(80' R/W),Stewart Blvd (60' R/W), Charles Street (30' R/W) and Sleg street (50' R/W) All being part of St Johns park, A subdivision as recorded in plat book 1, page 168, of the public records of St Johns County, Florida and also recorded in plat book 1, page 16 of the public records of flagler county, Florida and all being more particularly described as follows;

From the point of beginning being the southwest corner of said block D, bear N89 38°31' E along the south line of block D, also being the north line of said Warner Avenue, a distance of 168 60 feet to the southwest corner of said lot 13, block D; Thence N00 21°12'E, departing said north right of way line, a distance of 200.00 feet, to the northwest corner of lot 13, block D; thence N89 38°31'E along the north line of lots 13 through 18, block D, a distance of 368.22 feet, projecting said line to the east to the northwest corner of lot 8, said block C-1; thence N00 21°12'E along the west line of block C-1, A distance of 228.00 feet, to the northwest corner of lot 7, block C-1; thence N89 38°31'E along the north line of block C-1, A distance of 288.00 feet to the northeast corner of lot 5, block C1; Thence S00 21°12'E, along the east line of blocks C-1 and J-1, also being the west right of way line of Taft street (36' R/W), A distance of S00 21° 12'E, A distance of 869.00 feet, to the southeast corner of lot 23, block J-1; thence S89 38°31'W, along the south line of block J-1, also being the north line of said Stewart Boulevard, a distance of 484.60 feet, to a point of intersection with the northerly projection of the east line of said lot 4, block P; thence S00 21°12'E Along said line. A distance of 210.00 feet, to the southeast corner of lot 4, Block P; thence S89 38°31'W, along the south line of lots 4 through 9, block P to the southwest corner of lot 9, block P; Thence N00 21°28'W. Along the
west line of blocks P and I, Said west line also being the east line of Park place avenue (50' R/W), A distance of 670.00 feet, to the southwest corner of lot 10, block D, and the point of beginning.

Less and except that property described in official records book 2189, Page 1901.

Should you have any questions or concerns, please do not hesitate to contact Steven Mulligan at 388-586-6418.

Sincerely,

Bill Wetler
Engineering Lead
LEGAL ADVERTISEMENT

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT in accordance with Sections 336.09, 336.10, and Section (17.10) of the Florida Statutes PAUL S. KING and ERICKA M. KING intend to petition the Board of County Commissioners of Flagler County, Florida on November 18, 2019 at 5:30 p.m. or as soon thereafter as possible during its regular scheduled meeting to vacate a portion of the St. Johns Park Subdivision and vacate all of the 20’ alley lying within Block C-1, between the portion of the “Public Square – Town Hall” Block and the “School Building – School Lot” Block described herein, and Block J-1 and portions of Warner Avenue (30’ R/W), Stewart Boulevard (60’ R/W), Charles Street (30’ R/W) and Sieg Street (50’ R/W) all being part of St. Johns Park a subdivision as recorded in Plat Book 1, Page 168 of the Public Records of St. Johns County, Florida and also recorded in Plat Book 1, Page 16, of the public records of Flagler County, Florida being described as follows:

ALL OF BLOCK C-1, LOTS 13 THROUGH 18, BLOCK D, ALL OF BLOCK 1, ALL OF BLOCK J-1 AND LOTS 4-6, BLOCK P TOGETHER WITH THE FOLLOWING: ALL OF THE 20’ ALLEY LACING WITHIN SAID BLOCK C-1, BLOCK I AND BLOCK J-1 AND PORTIONS OF WARNER AVENUE (60’ R/W), STEWART BOULEVARD (60’ R/W), CHARLES STREET (30’ R/W) AND SIEG STREET (50’ R/W) ALL BEING PART OF ST. JOHNS PARK, A SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 168, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ALSO RECORDED IN PLAT BOOK 1, PAGE 16, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SAID BLOCK D, BEAR 89°38’31”E ALONG THE SOUTH LINE OF BLOCK D, ALSO BEING THE NORTH LINE OF SAID WARNER AVENUE, A DISTANCE OF 156.60 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, BLOCK D, THENCE N00°21’12”W, DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 200.00 FEET, TO THE NORTHWEST CORNER OF LOT 13, BLOCK D, THENCE 89°38’31”E ALONG THE NORTH LINE OF LOTS 13 THROUGH 18, BLOCK D, A DISTANCE OF 363.22 FEET, PROJECTING SAID LINE TO THE EAST TO THE NORTHWEST CORNER OF LOT 8, SAID BLOCK C-1; THENCE N00°21’12”W, ALONG THE WEST LINE OF BLOCK C-1, A DISTANCE OF 229.00 FEET, TO THE NORTHWEST CORNER OF LOT 7, BLOCK C-1, A DISTANCE OF 288.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK C-1, THENCE S00°21’12”E, ALONG THE EAST LINE OF BLOCKS C-1 AND J-1, Also BEING THE WEST RIGHT OF WAY LINE OF TAFT STREET (38’ R/W), A DISTANCE OF 889.00 FEET, TO THE SOUTHEAST CORNER OF LOT 23, BLOCK J-1, THENCE S89°38’31”W, ALONG THE SOUTH LINE OF BLOCK J-1, ALSO
BEING THE NORTH LINE OF SAID STEWART BOULEVARD, A DISTANCE OF 494.60 FEET, TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 4, BLOCK P; THENCE 50°7'32"E, ALONG SAID LINE, A DISTANCE OF 200.00 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK P; THENCE 58°9'59"W, ALONG THE SOUTH LINE OF LOTS 4 THROUGH 9, BLOCK P; TO THE SOUTHWEST CORNER OF LOT 9, BLOCK P; THENCE N00°21'26"W, ALONG THE WEST LINE OF BLOCKS P AND I, SAID WEST LINE ALSO BEING THE EAST LINE OF PARK PLACE AVENUE (50' R/W), A DISTANCE OF 670.00 FEET, TO THE SOUTHWEST CORNER OF LOT 10, BLOCK D, AND THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2099, PAGE 901, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

PURSUANT TO FLORIDA STATUTE 286.0105, EACH BOARD, COMMISSION, OR AGENCY OF THIS STATE OR OF ANY POLITICAL SUBDIVISION THEREOF SHALL INCLUDE IN THE NOTICE OF ANY MEETING OR HEARING, IF NOTICE OF THE MEETING OR HEARING IS REQUIRED, OF SUCH BOARD, COMMISSION OR AGENCY, CONSPICUOUSLY ON SUCH NOTICE, THE ADVICE THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE OR SHE 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.

NT2344749 Nov. 6, 13, 201921
SUBJECT: Adoption of a Resolution to Vacate a Portion of the Plat of Rollins Dunes – Parcel Number 17-10-31-5400-00000-0090; 17 Rollins Dunes Drive; Petitioner: Ronald Strehlow.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The County has received a Petition from Ronald Strehlow (Attachment #2) seeking the vacation of a portion of the platted easement lying along the rear (north) lot line of Lot 9 in the Rollins Dunes Subdivision as recorded in Map Book 29, Page 22, of the Public Records of Flagler County, Florida. The purpose of the limited plat vacation is to partially vacate a platted easement and allow the owner’s swimming pool to remain as constructed and allow the pool permit to be closed-out.

The subject parcel is shown below:
Mr. Strehlow purchased Lot 9 through the Warranty Deed dated February 4, 2019 recorded on February 4, 2019 at Official Records Book 2333, Pages 1136 and 1137, Public Records of Flagler County, Florida. The plat of Rollins Dunes Subdivision listed easements both in text and depicted these graphically. Under the ‘Notes’ section of the plat, Note 4 provides a description of two easements:

4.) Except as indicated each lot shall have drainage and utility easements and non exclusive FP&L easement as follows:
   10 ft. along front lot lines and retention areas
   7.5 ft. along side lot lines

Separate from the Plat’s Notes and graphically depicted along the south boundary of the subdivision, a 15 foot wide drainage easement is identified. Similarly, along the north line of the boundary of the subdivision, a 15 foot wide drainage easement was also identified, with a hand-written addition added to the plat that this easement also included an easement to FPL, so that the easement was labeled as: “15’ drainage easement and non exclusive FPL easement.” Along the northernmost boundary line of the subdivision, a one-foot wide non-vehicular access easement was also shown: this one-foot non-vehicular easement is within the 15 foot wide drainage easement. Specific to Lot 9, the plat depicts (along with the excerpt from the Plat’s graphic scale):

As platted, the dimensions of Lot 9 are 143.87 feet east-to-west and 104.04 feet north-to-south. The front of the lot along Rollins Dunes Drive is at the bottom (south) of the excerpt, and the non-vehicular easement is along the top (north) lot line. Lot 9 is unique in that it is wider than other lots in the subdivision which are typically 97.00 feet in width; the east part of Lot 9 includes a 50 foot wide drainage and retention area easement for one of two stormwater retention ponds within the subdivision.

The presence of the easements on this Plat reduces the buildable area of Lot 9 to 86.37 feet east-to-west (7.5 feet for the left – west – side lot line drainage and utility easement and 50 feet for the right – east – drainage and retention area easement) and to 79.04 feet north-to-south (10 feet for the front – south – drainage and utility easement and 15 feet for the rear – north – drainage easement and non-exclusive FPL easement).

As provided on the Plat, setbacks are listed as:
Rear setbacks for pools and screen enclosures are listed in the Land Development Code (LDC) at a minimum of 10 feet unless otherwise specified:

“Rear yard setbacks. The minimum rear yard setback shall not be less than ten (10) feet from the property line and outside of any recorded easement inconsistent with the placement of structures. The setback shall be measured from the edge of pool deck.” (LDC Sec. 3.06.09.B.2).

As permitted, the proposed pool and screen enclosure would meet the 10 foot rear (north) setback and be outside of the 15 foot drainage and FPL easements. Permit #2019030123 was applied for on March 13, 2019 and issued on March 28, 2019. Presentation of the as-built final survey for completion of the permit on July 15, 2019 determined that the pool, deck, and screen enclosure as constructed extended by five feet into the 15 foot drainage and FPL easement, but did not extend into the 10 foot minimum rear setback. A typical remedy is a variance request where an encroachment into a setback exists; however, no setback encroachment exists in this instance and a variance cannot remedy an encroachment into a platted easement. Where an encroachment into a platted easement has occurred, the easement can be vacated in whole or in part, or the encroaching construction can be removed. In this instance, the platted drainage and non-exclusive FPL easement is being requested to be vacated to allow the pool, deck, and screen enclosure to remain in place as constructed.

As platted, the drainage easement is to be maintained – and enforced – by the Rollins Dunes Homeowners Association. The utility providers – AT&T, Charter Communications [Spectrum], and Florida Power and Light – have each consented to the partial vacation of the platted easement. Based on this request and no apparent conflicts, staff has crafted the attached resolution; if approved, the resolution shall be recorded by the owner in the public records of the County.

The owner has paid the application fee of $850.00 for this request. Public notice has been provided in accordance with Section 177.101, Florida Statutes. The cost of public notice has been paid by the owner/applicant in accordance with the County’s fee schedule.
DEPARTMENT CONTACT:  Adam Mengel, Planning & Zoning (386) 313-4065

OPTIONS FOR THE BOARD:
1. APPROVE THE REQUEST – adopt the Resolution for the partial vacation of the 15 foot wide drainage easement and non-exclusive FPL easement lying along the north lot line of Lot 9 of Rollins Dunes Subdivision, Map Book 29, Page 22 of the Public Records of Flagler County, Florida.

2. DENY THE REQUEST – do not adopt the Resolution, likely on the basis that the easements were in place at the time of the purchase of the lots or that the easements would be needed in the future for drainage or utility purposes; the owner would not be permitted to build across the easement line and the encroaching pool, deck, and screen enclosure would need to be removed.

3. TABLE THE REQUEST – table the request for additional information; however, the application and request is complete as submitted.

ATTACHMENTS:
1. Resolution
2. Petition to Vacate Plat
3. Utility consent letters
4. Public Notice
RESOLUTION 2019 - 

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO VACATE A PORTION OF THE FIFTEEN FOOT (15') DRAINAGE EASEMENT & NON-EXCLUSIVE F.P.L. EASEMENT LYING WITHIN LOT 9, ROLLINS DUNES SUBDIVISION, AS RECORDED IN PLAT BOOK 29, PAGE 22, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ronald Strehlow (the "Petitioner") petitioned this Board of County Commissioners of Flagler County, Florida, to vacate the easements described herein; and

WHEREAS, vacating the requested portion of the easements will not have an adverse effect on the remaining area; and

WHEREAS, the Petitioner is the apparent owner of the property described herein, and the vacation of such portion of the plat will not affect the ownership or right of convenient access of persons owning abutting property; and

WHEREAS, it appears from the Petition to Vacate and supporting materials made a part of the record that all County taxes due and owing on said property have been paid and that due and proper notice of the Petitioner's intention to vacate said portion of the plat has been given as required by law, and proof of publication of said notice has been filed with the Petition; and

WHEREAS, the Board of County Commissioners finds that the vacation of said drainage and non-exclusive F.P.L. easement is proper.

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

The portion of the lands described below and graphically shown at Exhibit "A" are hereby vacated:

A PORTION OF A 15.00' DRAINAGE EASEMENT AND NON-EXCLUSIVE F.P.L. EASEMENT AS SHOWN ON LOT 9, ROLLINS DUNES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 29, PAGE 22 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE N.W. CORNER OF LOT 9, ROLLINS DUNES;
THENCE RUN SOUTH 01 DEGREES 45 MINUTES 45 SECONDS EAST 15 FEET; THENCE RUN NORTH 88 DEGREES 14 MINUTES 15 SECONDS EAST 39 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 45 MINUTES 45 SECONDS WEST 5 FEET; THENCE RUN NORTH 88 DEGREES 14 MINUTES 15 SECONDS EAST 47 FEET; THENCE RUN SOUTH 01 DEGREES 45 MINUTES 45 SECONDS EAST 5 FEET; THENCE RUN SOUTH 88 DEGREES 14 MINUTES 15 SECONDS WEST 47 FEET TO THE POINT OF BEGINNING.

This Resolution shall take effect immediately upon its adoption.

APPROVED in open session by the Flagler County Board of County Commissioners in Bunnell, Florida, on this 18th day of November, 2019.

FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

ATTEST:

______________________________  ______________________________
Tom Bexley, Clerk and of the Circuit  Donald T. O'Brien, Jr.,
Chair  Ex-Officio Clerk to the Board Court and Comptroller

APPROVED AS TO FORM:

______________________________
Albert J. Hadeed, County Attorney
PETITION TO VACATE PLAT

COMES NOW, Ronald Streilow*Petitioner(s)* and pursuant to Section 177.101, Florida Statutes, petitions the Flagler County Board of County Commissioners for a Resolution to vacate and relocate a portion of a plat of record in Flagler County, Florida. Petitioner states as follows:

1. Petitioner owns fee simple title to certain real property located in Flagler County, Florida more particularly described as follows (the "Property"): ROLLINS DUNES SUBD LOT 9 OR 525 PG 1680 OR 545 PG 1385 OR 640 PG 512 OR 1279 PG 1315 OR 1442/1251 OR 2333/1136

2. The Property is embraced by the Subdivision Plat of Lot 9, Rollins Dunes, recorded in Map Book 29, Page 22, of the Public Records of Flagler County, Florida (the "Plat"). A copy of the Plat is attached as Exhibit "Pool Final Survey".

3. It is the Petitioner(s) desire to utilize approximately 5' of the 15’ drainage & FPL easement located at the rear of 17 Rollins Dunes Dr. and bordered by Rollins Drive 50' right of way, for a fully completed Pool & Deck that accidently now falls approximately 5' into the easement. This portion of the easement is unused / does not contain any utilities, nor is it a part of the drainage system that is in place. See attached Survey for full details.

4. Vacation of the Plat, to the extent it embraces the Property, will not affect the ownership or right of convenient access of any persons owning lands embraced by the Plat.

5. All applicable taxes on the Property have been "paid in full" and are current through the date of this Petition. Copies of the tax records are attached as Exhibit "Tax Sys Bill History".

NOW, THEREFORE, Petitioner respectfully requests the Flagler County Board of County Commissioners to accept this Petition to Vacate and Relocate that portion of the Plat that embraces the property.

Signature: ____________________________  Signature: ____________________________
Date: 10-9-19  Date: ____________________________

RECEIVED
OCT 14 2019
FLAGLER COUNTY
PLANNING & ZONING DEPT
Prepared by and return to:
Dennis K. Bayer
Attorney at Law
109 South 6th Street
Flagler Beach, FL 32136

RECEIVED
OCT 14 2019
FLAGLER COUNTY
PLANNING & ZONING DEPT

___________________________
[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 4th day of February, 2019 between Annette Friscia, a single woman whose post office address is 6 Hollow Tree, East Hanover, NY 07937 grantor, and Ronald Strehlow whose post office address is P.O. Box 2253, Littilton, CO 80161, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida fo-wit:

Lot 9, Rollins Dunes, a subdivision according to the plat thereof, as recorded in Map Book 29 page 22, of the public records of Flagler County, Florida.

Parcel Identification Number: 17-10-31-5400-00000-0090

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

___________________________
Witness Name: JEFF SAWYER

___________________________
Witness Name: Dennis K. Bayer

___________________________
Annette Friscia (Seal)
State of Florida
County of Flagler

The foregoing instrument was acknowledged before me this 4th day of February, 2019 by Annette Friscia, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Kathryn E. Monk
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG187785
Expires 2/19/2022

Printed Name: Kathryn Monk
My Commission Expires: 2/19/2022
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September 27, 2019

Ronald Strehlow
17 Rollins Dunes Dr
Palm Coast, FL 32137

Re: Partial Easement Vacation 17 Rollins Dunes Dr; Palm Coast, Fl

Dear Ronald,

This letter is in response to a request submitted to AT&T by Aqua Precision Pools on your behalf. to partially vacate the utility easement as marked on the site map for property located at 17 Rollins Dunes Dr; Palm Coast, Fl. Further described on the attached survey. This property described as Lot 9, Rollins Dunes, A Subdivision, According to the Map or Plat thereof, as recorded in Map Book 29, Page 22,of the Public Records of Flagler County, Florida.

Please accept this letter as a notification that AT&T, Inc. has no objection to the vacation of the easement area referenced above.

If you have any questions regarding this response, please contact me at 386-281-6962.

Regards,

Nathan Stephenson
Mgr OSP Plng & Engrg Design
Construction & Engineering-SE
AT&T Technology Operations
268 N Ridgewood Av
2nd Flr, Room 232
Daytona Beach, FL 32114
September 24, 2019

Dana Pollitz
Aqua Precision Pools & Spas
4265 County Road 305
Bunnell, FL 32110

RE: PROPOSED VACATE OF ROLLINS DUNES SUBD LOT 9 OR 525 PG 1660 OR 645 PG 1365 OR 690 PG 512 OR 1279
PG 1315 OR 1442/1251 OR 2333/1136

Parcel ID: 17-10-31-5400-0000-0000
Location Address: 17 ROLLINS DUNES DR
Palm Coast 32137

To Whom It May Concern:

This letter is in response to a request to Charter Communications - Spectrum to vacate the above referenced “Easements” which is also described in the attached survey map.

Spectrum has "no objection" to the vacation of the utility easement of the above mentioned property as described in the attached “Exhibit A” and survey map.

If you have any questions regarding this, please contact me.

Sincerely,

Stacy R. Stafford
Charter Spectrum
Construction Supervisor
(407) 532-8614
17' ROLLINS DUNES DR
NODE FC48
M.M. 926-308
HUB PALM COAST
9/20/19
E.SCHMIDT

LINS DR

192'
13
15
17
19 21
23

196'
158'

0/2

198'
23

152'

SPECTRUM CABLE PLANT U/G FRONT EASEMENT

ROLLING DUNES DR

ING DUNES DR

14
16
18
20
22
24
26
September 26th, 2019

Ronald Strehlow,
PO Box 2253
Littleton, CO 80161

Re: Easement Vacation
Lot 9
17 Rollins Dunes Dr, Palm Coast
Parcel #17-10-31-5400-00000-0093

Dear Mr. Strehlow:

Please be advised that Florida Power & Light Company has no objection to the vacation of a portion of the platted drainage and utility easement described as follows:

The Southerly five (5) feet of the Northerly fifteen (15) foot Drainage Easement & FPL Easement, more particularly described as Lot 9, Rollins Dunes Subdivision, a subdivision according to the plat or map thereof described in Plat Book 29, at pages (s) 22, of the Public Records of Flagler County, Florida.

FPL to keep the Northerly ten (10) feet of the fifteen (15) foot Drainage Easement & FPL Easement.

If you have any questions regarding this matter, please contact Steven Mulligan at 386-686-6418.

Sincerely,

Steven Mulligan
Technical Specialist II

A NEXTERA ENERGY Company
PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT in accordance with Section 177.101 of the Florida Statutes, RONALD STREHFLOW intends to petition the Board of County Commissioners of Flagler County, Florida on November 18, 2019 at 5:30 p.m. or as soon thereafter as possible during its regular scheduled meeting to vacate a portion of the fifteen foot (15') Drainage Easement & Non-Exclusive F.P.L. Easement lying within Lot 9, Rollins Dunes Subdivision, as recorded in Plat Book 29, Page 22, of the Public Records of Flagler County, Florida described as follows:

A PORTION OF A 15'0" DRAINAGE EASEMENT AND NON-EXCLUSIVE F.P.L. EASEMENT AS SHOWN ON LOT 9, ROLLINS DUNES SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 29, PAGE 22 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE N.W. CORNER OF LOT 9, ROLLINS DUNES; THENCE RUN SOUTH 01 DEGREES 45 MINUTES 45 SECONDS EAST 15 FEET; THENCE RUN NORTH 88 DEGREES 14 MINUTES 15 SECONDS EAST 39 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 45 MINUTES 45 SECONDS WEST 5 FEET; THENCE RUN NORTH 88 DEGREES 14 MINUTES 15 SECONDS EAST 47 FEET; THENCE RUN SOUTH 01 DEGREES 45 MINUTES 45 SECONDS EAST 5 FEET; THENCE RUN SOUTH 88 DEGREES 14 MINUTES 15 SECONDS WEST 47 FEET TO THE POINT OF BEGINNING.

PURSUANT TO FLORIDA STATUTE 286.0105, EACH BOARD, COMMISSION, OR AGENCY OF THIS STATE OR OF ANY POLITICAL SUBDIVISION THEREOF SHALL INCLUDE IN THE NOTICE OF ANY MEETING OR HEARING IF NOTICE OF THE MEETING OR HEARING IS REQUIRED, OF SUCH BOARD, COMMISSION OR AGENCY, CONSPICUOUSLY ON SUCH NOTICE, THE ADVICE, THAT, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, HE OR SHE 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.

NT2347477 Nov. 6, 13, 20192t
SUBJECT: Consideration of Flagler County 2020 Local Legislative Priorities.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The Flagler County Board of County Commissioners (BOCC) annually establishes a list of legislative priorities to present at the Legislative Delegation meeting that is held locally each year. The legislative priority listing is an important tool used throughout the year during the regular legislative session by legislators and their staff. The list is also provided to the County’s lobbyist for bill tracking and for advancing the County’s priorities.

Each year hundreds of bills are filed. Staff cannot anticipate all of the bills that will move past the committee process but will try keep the Board abreast of legislative developments through briefings, email, newspaper articles. Similarly, you will receive frequent updates through the Florida Association of Counties, the Small County Coalition, and your legislative delegation. Our lobby firm the Fiorentino Goup and our Special Projects Coordinator, Mr. Michael Esposito will be our point person trying to monitor issues on a daily basis.

Flagler County’s legislative day is set for November 21st at the Flagler County Government Services Building. These priorities will be packaged for presentation to our delegation, their staffs, our lobbyists and our website.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Michael Esposito, Special Projects Coordinator

RECOMMENDATIONS: Request the Board approve the 2020 Local Legislative Priorities.

ATTACHMENTS:
1. Flagler County’s 2020 Local Legislative Priorities
POLICY PRIORITIES
1. Support the founding of a State University System presence in the City of Palm Coast by the University of North Florida
2. Support the Legislature Appropriation funding for the Public Library Construction Grant Program
3. Restore and Protect Florida’s Housing Trust Funds
4. Increase the Small County Consolidated Solid Waste Grant Population Cap
5. Support the Approval of the Florida Job Growth Grant Fund application for the Flagler Central Commerce Parkway Roadway Construction Project
6. Keep Aviation Fuel Taxes
7. Maintain Short Term Vacation Rental Legislation Status Quo
8. Continue to Support Home Rule

FUNDING PRIORITIES
1. Sanitary Sewer Collection System for the Barrier Island North (Marineland to the Hammock Dunes Bridge)
   Requested Funding: $ 8,000,000
2. West Flagler County Flooding and Environmental Mitigation Water Control Project (Phase I)
   Requested Funding: $ 750,000
3. Flagler County Emergency Operations Center Hardening and Enhancements
   Requested Funding: $ 3,700,000

POLICY PRIORITIES
1. Support the founding of a State University System presence in the City of Palm Coast by the University of North Florida
   This is the most important of the policy priorities brought forth for consideration, as it will have a positive effect on many regional stakeholders, and enhances the entire Northeast and Northcentral Florida Region. The long term ask is to encourage the Florida State University System Board of Governors, Florida Legislature, and Governor Ron DeSantis to support the establishment of a State University presence in the City of Palm Coast that will help satisfy regional workforce needs and train the graduates of the future by bringing world-class, industry-relevant educational opportunities to its residents throughout Flagler County and surrounding areas.
2. Support the Legislature Appropriation funding for the Public Library Construction Grant Program
   Encourage the Legislature to appropriate the funding for the Public Library Construction Grant Program which Flagler County is ranked #1. This will allow the County to construct a larger library and fill a much needed gap in the underserved southern part of our community.
3. Restore and Protect Florida’s Housing Trust Funds
   Urge the Florida Legislature to use ALL of Florida’s housing trust fund monies for Florida’s housing programs and stop the sweep of the housing trust funds.
4. Increase the Small County Consolidated Solid Waste Grant Population Cap
   Increase the Grant’s population cap requirement criteria match that of a REDI county, and help Flagler County continue to receive the needed grant dollars to continue to service our landfill solid waste management needs.
5. **Support the Approval of the Florida Job Growth Grant Fund application for the Flagler Central Commerce Parkway Roadway Construction Project**
   Support approval of the City of Bunnell’s Florida Department of Economic Opportunity and Enterprise Florida Grant application that will allow Flagler County to be able to optimize development of existing industrially zoned land, help create an industrial park with completed infrastructure, which will increase the County’s business attraction and competitiveness that is critical for job creation.

6. **Keep Aviation Fuel Taxes**
   Keep Florida’s Aviation Fuel Taxes, with no further reductions, that continue to provide key to economic development and vitally important infrastructure improvements in our high growth state.

7. **Maintain Short Term Vacation Rental Legislation Status Quo**
   Maintain the Status Quo in regards to local government regulations for Short Term Vacation Rental legislation. Or at a minimum, carve out Flagler County for any changes in legislation.

8. **Continue to Support Home Rule**
   Continue encourage the State Legislature in seeking local government input on all legislative matters that have the potential of impacting local communities.
FUNDING PRIORITY 1

Flagler County Sanitary Sewer Collection System for the Barrier Island North (Marineland to the Hammock Dunes Bridge)
Requested Funding: $ 8,000,000

**Background:** Post Hurricanes Matthew and Irma saw large portions of this area experience severe flooding. While flooding presents its own problems, these problems are compounded when the majority of those properties flooded are on septic tanks. While some of these systems are operating properly and are the best available alternative for wastewater disposal, there are thousands of septic tanks that are old and failing, discharging nutrients at high levels in environmentally sensitive areas. Even those that are working properly still discharge some nutrients into the environment. When these systems flood, as in recent weather events, the systems do not work properly for the homes and unwanted environmental discharges increase. This area is a major part of the water that drains towards the Matanzas inlet. This drainage, when coupled with the continued bacterial and untreated stormwater pollution and freshwater discharges, impacts and threatens the remaining Class II shell fishing waters in both Flagler and St. Johns counties. Lastly, the impact to Class III water quality standards throughout the region can be reduced by a prudent investment/partnership with Flagler County today, which will help prevent this region of Northeast Florida from becoming the next Indian River Lagoon Restoration effort costing hundreds of millions more.

This project would actually be a regional project between the City of Palm Coast and Flagler County, and ultimately the Town of Marineland. The City would provide the sewer main, laterals, and the system, while the County would have to work with residents on the project and implement mandatory connection. Both sides would need funding. The City would need funding for the infrastructure. The County would need funding to pay for the Sewer Main extension, Lateral Lines, and connection charges to the City and buy down the physical costs for residents to connect to the system. The Sewer Main extension, as well as the lateral lines that hook up to neighborhoods, are typically more difficult, more expensive, and provide the least environmental impact. The County would also need to finance homeowner’s portions of the costs through an assessment district over 10-15 years. The project could be done in multiple phases over time.

If funding is appropriated for Palm Coast and Flagler County to begin phase one of this project, it would be the first step towards the elimination of septic tank pollution from the barrier island and the environment and add a layer of storm hardening for residents in the area for future events.

FUNDING PRIORITY 2

West Flagler County Flooding and Environmental Mitigation Water Control Project (Phase I)
Requested Funding: $ 750,000

**Background:** Flagler County west of US 1 is predominately rural with a growing population of those seeking a quieter, slower, lifestyle, often in non-engineered subdivisions. Mixed in you will find cabbage and potato farms, and cattle ranches, that serve as a large portion of Flagler’s economic engine and reflect its historical roots. Both are expected to flourish in the coming decades and both are dependent on the common the shared concerns of drainage/flooding, water usage/conservation, and environmental protection for wells and from septic systems and impacts to nearby swamps, fragile wetlands/ecosystems and water bodies.
The current system of canals, ditches, and drainage has been created over more than 100 years through makeshift adjustment by landowners with relatively no engineering or any type of stormwater analysis. Portions of the stormwater systems of the City of Palm Coast and the City of Bunnell rely on being able to drain westward through several of these canal/creek non-engineered systems. Not having a planned/designed system has led to flooding issues, fertilizer and pesticides issues with water bodies, and no overall method to evaluate any changes to the system or fix problems. In recent years, flooding has become more frequent and threatens farms and residents alike. Also, as the area grows, well water and septic tanks will become an even larger issue and eventually will lead to the need for some public water supply and treatment either due to over usage, contamination, or some combination thereof.

To address this problem, the County is seeking to model the stormwater system and create a master plan to identify a series of project improvements to improve the system. Conceptually, the idea would be to build a series of large reservoirs to hold and treat the stormwater. This held water would help with flooding, clean up the stormwater and later be used as a surficial aquifer, allowing for the treatment of potable drinking water and taking pressure off of the ground water aquifer. This same method has utilized in other areas such as the four county, Peace River Water Authority with the help of the Southeast Water Management District. To get this concept off the ground here, analysis and master planning is now needed.

Local financial support is not readily available as County property taxes cannot be used for this effort (City residents already pay for City stormwater services) and special assessment districts on agricultural property are severally limited by State law. It is hoped that with this seed money that projects would be developed and a variety of funding sources could be accessed to fix this problem.

This project is expected to be a long-term legacy project affecting the western half of the County for generations to come. It is hoped this will serve as a rural model of stormwater management for the State, while at the same time projecting a rural way of life for Florida and Flagler in particular.

If funding for Flagler County of $750,000 for Phase I of the Project is appropriated, it would allow the collection of data and analysis and allow the creation of a blueprint for west Flagler County to develop projects that reduce flooding, treats stormwater before discharge, and potentially provide potable drinking water for residents and alternative water supply for agricultural usage for decades to come.

### FUNDING PRIORITY 3

**Flagler County Emergency Operations Center Hardening and Enhancements**

**Requested Funding: $ 3,700,000**

The requested funding will be for fortifying and expanding the Flagler County’s Emergency Operations Center, which received damage from Hurricane Irma. This facility serves as both the primary countywide command and control center during a significant emergency or disaster, such as a hurricane; as well as a shelter for many of the emergency workers supporting our community during a disaster. This project includes $700,000 to harden the existing facility, through an upgrade and replacement of the existing roof system; as well as $3,000,000 to expand the facility by 7,500 Sq. Ft. that would result in improved delivery of emergency and disaster services to our entire community.
SUBJECT: Approve Refinancing of Public Safety Equipment Lease Debt Lowering Interest Rate for Net Savings of Approximately $1.067 Million Over Life of Loans.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The County’s Financial Services Director in conjunction with our Financial Advisor, PFM, explored the potential for savings on refinancing the 2018 leasing debt for public safety equipment given the recent decline in interest rates. The County assumed the original debt to finance purchases related to County’s upgrade to the P25 Phase 2 Communications System.

PFM has provided the attached report of its evaluation of the quotes from banks and its recommendation to accept the lowest interest rate. PFM estimates a net present value savings of approximately $1.067 Million over the life of the present loans. The County is not subject to a prepayment penalty under the present loans if we can conclude the refinancing transaction by December 1. The County Administrator and County Financial Services Director recommend the Board of County Commissioners pursue the refinancing on an expedited basis to meet the December 1 date.

The County already has a master lease with Bank of America, the lowest bidding institution, and the County and bank would amend it to add the 2018 public safety equipment. The availability of our master lease with the bank accelerates the County’s ability to close timely. The master lease has already been reviewed and approved by the County’s Finance Office, the County Attorney, the County’s Bond Counsel, and the County’s Financial Advisor, and of course County Administration and the County Commission.

PFM will attend the Commission’s November 18, 2019 meeting. Presently, Bond Counsel is drafting the bond resolution and County staff will furnish it as a supplement to this agenda item.

In addition, the County will need to approve PFM’s engagement letter that conforms to previous engagement forms with the County. Associated with the engagement letter are PFM’s required disclosure of conflicts and legal information update. These documents are also attached for the Commission’s reference.

All closing costs are being paid out of refinancing proceeds, and are included in the estimated debt service savings. Thus, there is no need to use general revenue or reserves for closing.

DEPARTMENT CONTACT: John Brower, Financial Services Director (386) 313-4008
Al Hadeed, County Attorney (386) 313-4005

RECOMMENDATION: Approve refinancing of public safety equipment lease in accordance with PFM’s recommendation and authorize Chair to execute all necessary documents connected with refinancing as approved as to form by the County Attorney and Bond Counsel.

ATTACHMENTS:
1. PFM Recommendation Memorandum on Refinancing
2. PFM Financial Advisory Engagement Letter
3. PFM Disclosure of Conflicts of Interest and Legal Information Update
Recommendation Memorandum

To: Jerry Cameron, County Administrator
John Brower, Financial Services Director

From: Jay Glover, PFM Financial Advisors LLC

RE: Public Safety Equipment Lease Refinancing – Recommendation Memo

As financial advisor to Flagler County (the “County”), PFM Financial Advisors LLC (“PFM”) continually reviews the County’s outstanding debt for potential refunding opportunities. Given the current historically low interest rate environment, the County has an opportunity to refund the outstanding Master Equipment Lease/Purchase Agreement Dated as of May 24, 2018 (the “2018 Lease”) for significant net present value (NPV) debt service savings. The 2018 Lease has current interest rates of 3.30% for Schedule 1 and 3.42% for Schedule 2. Additionally, the documents allow for prepayment without a penalty on any payment date, which is June 1 and December 1 of each year. Therefore in order to take advantage of this opportunity, the County will need to close the refinancing on December 1.

In order to move expeditiously, at the County’s direction PFM contacted multiple financial institutions to request tax exempt interest rate indications for the refinancing of the 2018 Lease. The County received seven (7) indications as outlined below.

<table>
<thead>
<tr>
<th>Lease Provider</th>
<th>Schedule 1</th>
<th>Schedule 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ameris Bank</td>
<td>2.750%</td>
<td>2.750%</td>
</tr>
<tr>
<td>BB&amp;T</td>
<td>2.290%</td>
<td>2.580%</td>
</tr>
<tr>
<td>Bank of America</td>
<td>1.985%</td>
<td>2.384%</td>
</tr>
<tr>
<td>CenterState</td>
<td>2.480%</td>
<td>2.550%</td>
</tr>
<tr>
<td>Pinnacle Public Finance</td>
<td>2.560%</td>
<td>2.710%</td>
</tr>
<tr>
<td>SunTrust</td>
<td>2.385%</td>
<td>2.541%</td>
</tr>
<tr>
<td>US Bank</td>
<td>2.460%</td>
<td>2.680%</td>
</tr>
</tbody>
</table>

Based on PFM’s review and discussions with County staff, County Attorney and Bond Counsel, it was determined that Bank of America’s indication of 1.985% for Schedule 1 and 2.384% for Schedule 2 is the best option for the County. These interest rates are locked through a closing date on December 1, 2019 thus eliminating any risk associated with rising
interest rates. If the County decides to move forward with the refinancing of the 2018 Lease based on the Bank of America proposal, we estimate the County will realize approximately $1.067 million of net present value debt service savings. This equates to annual savings of approximately $90,000 from 2020-2029 and $53,000 from 2030-2035.

Based on the above described analysis and current historically low interest rates that will allow the County to achieve substantial savings, we would recommend the County proceed with the refinancing of the 2018 Lease with Bank of America. We look forward to discussing this opportunity at the November 18 County Commission meeting. If you have any questions please feel free to contact me at 407-406-5760 or gloverj@pfm.com.
November 13, 2019

E. John Brower MBA, CGFO, CPM
Financial Services Director
Flagler County
1769 E. Moody Blvd.
Bunnell, FL 32110

Dear Mr. Brower:

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to Flagler County, Florida (the “Client”) on the refinancing of its Master Equipment Lease for public safety equipment. PFM will provide, upon request of the Client, services as set forth in Exhibit A to this Engagement Letter.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934, Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi)(B) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. PFM shall not be responsible for, or have liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client’s IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM’s prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client together with this Agreement.

PFM’s services will commence as soon as practicable after the execution of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and the PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

For the services described in Exhibit A, PFM’s professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics,
printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from November 13, 2019 until December 31, 2019 (the “Initial Term”) and shall remain in effect unless canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records (“Data”) in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Agreement, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The following professional employees of PFM will provide the services set forth in this Engagement Letter: James Glover. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client’s election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.
PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties.

Please have an authorized official of the Client sign a copy of this Engagement Letter and return it to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC

[Signature]

James W. Glover
Managing Director

Accepted by:
Flagler County, Florida

________________________________________
Authorized Signature

________________________________________
Name

________________________________________
Title

________________________________________
Date
EXHIBIT A
SCOPE OF SERVICES

- Develop financing timetable.
- Assist the County with the procurement of other members of the financing team.
- Administer on behalf of the County a request for proposals/interest rate indications for the selection of a lease provider and review proposals to determine the lease provider that is offering to provide the lowest overall borrowing cost to County.
- Prepare recommendation memorandum.
- Assist with the drafting and review of financing documents.
- Attend Board Meetings when approval of the financing is being requested.
- Draft closing/wiring instructions memorandum.
- Attend pre-closing, if required.
- Oversee closing of the financing.
EXHIBIT B
COMPENSATION FOR SERVICES

For the scope of services described in Exhibit A, PFM would propose a flat fee not to exceed $15,000 plus any out of pocket expenses. This fee would be contingent on the successful closing of the transaction.
DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC

I. Introduction

PFM Financial Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client could create an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of action that would reduce the client’s business activities with the affiliate. In either instance, We may be perceived as
recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client’s needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

**Disclosure of Conflicts Related to the Firm's Compensation**

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client’s best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client’s needs, objectives and financial circumstances.

**Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients**

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client’s needs, objectives and financial circumstances; 3) implementing procedures that establishes an “Informational Bubble” that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

**Disclosure Related to Legal and Disciplinary Events**

As registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in ‘Item 9 Disclosure Information’ of form MA, ‘Item 6 Disclosure Information’ of form MA-I, and if applicable, the corresponding disclosure reporting page(s) (“DRP”). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC’s Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –
http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany
III. Specific Conflicts of Interest Disclosures – Flagler County, Florida – Public Safety Equipment Lease Refinancing (2019)

To our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at www.msrb.org, and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by Public Financial Management Inc., Western Financial Group, LLC, and PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. All entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.
SUBJECT: Reorganization of the Board of County Commissioners.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: According to the Board of County Commission adopted bylaws the Board shall every year elect its Chair and Vice Chair for the coming year. Selections take effect immediately after the vote. The following excerpts are from the bylaws:

Selection of a Chair:
Every year or any other time it deems appropriate, the Board shall elect a Chair from among its members. The Circuit Court Judge (or County Attorney in a non-election year) shall conduct a roll-call vote on each nomination in order if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, immediately or at its next meeting, select a Chair.

Selection of a Vice Chair:
In conjunction with the above election, a Vice Chair shall also be elected in a like manner except the proceeding shall be conducted by the newly elected Chair rather than the Circuit Court Judge (or County Attorney in a non-election year).

The Circuit Court Judge (or County Attorney in a non-election year) will conduct the election of Chair and the newly elected Chair will conduct the election of the Vice Chair.

Board Committee Assignments will be brought before the Commission for discussion and decision at the December 2, 2019 meeting. Prior to this meeting, staff will get with the Chairperson selected to discuss what Chair-related positions they desire filling.

FUNDING INFORMATION: None

DEPARTMENT CONTACT: Administration (386) 313-4001

RECOMMENDATION: Request the Board select a Chair and Vice Chair.

ATTACHMENTS: None
SUBJECT: Consideration of a Resolution Amending the Fiscal Year 2018-2019 Budget in the Amount of $1,383,805.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: As outlined in Section 129.06, Florida Statutes, a public hearing must be held for the purpose of amending the budget in those instances where the budget for a particular fund is increased/decreased in total as a result of increases/decreases to revenues and other receipts from sources anticipated in the budget as originally adopted. It is necessary to increase/decrease appropriations in the various funds listed in Schedule B.

The procedures to be followed at the public hearing are as follows:

1. Publicly read (by title only) the resolution, “A Resolution to Amend, By Supplemental Budget, the Fiscal Year 2018-19 Budget in the Amount of $1,383,805”
2. Allow comments from the public regarding the proposed resolution
3. Adopt the resolution

FUNDING INFORMATION: If approved as presented, the resolution will increase the amended fiscal year 2018-19 budget by $1,383,805 or 0.58%, from $238,679,458 to $240,063,263.

DEPARTMENT CONTACT: E. John Brower
Financial Services Director 313-4036

RECOMMENDATIONS: Request the Board approve the resolution amending the fiscal year 2018-19 budget in the amount of $1,383,805 for various funds as detailed in Schedule A to the resolution.

ATTACHMENTS:
1. Resolution
2. Schedule B
RESOLUTION NO 2019- ________

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND, BY SUPPLEMENTAL BUDGET, THE FISCAL YEAR 2018-2019 BUDGET IN THE AMOUNT OF $1,383,805.

WHEREAS, the Board of County Commissioners may, by official action, exercise its power to amend the adopted budget of any fund pursuant to Section 129.06, Florida Statutes; and

WHEREAS, the Board finds the following supplemental budget amendment is necessary and proper within the funds contained in Schedule A attached hereto and incorporated herein.

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

SECTION I: Attached hereto and made a part hereof is an amendment to the Budget of Flagler County for Fiscal Year ending September 30, 2019, marked for identification as Schedule B, which said budget amendment is hereby approved adopted and accepted in all respects.

SECTION II: If any section, subsection, sentence, clause or provisions of this Resolution is held unconstitutional, inoperative, or void by a court of competent jurisdiction, such holding shall not affect the remainder of the Resolution.

SECTION III: This Resolution shall take effect upon adoption.

ADOPTED and APPROVED this 18th day of November 2019 by the Board of County Commissioners of Flagler County, Florida, duly assembled at the Flagler County Government Services Building, Board Chambers, Bunnell, Florida.

Board of County Commissioners
Flagler County, Florida

ATTEST:

__________________________
Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

__________________________
Al Hadeed, County Attorney
R/E Project# Account #
R
10500003592001

105

Account #
0000 359

2001

Account Description
Court Related/Legal Aid $16.25

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R
E

10500003611000
10500003990000
10546005819110

105
105
105

0000 361
0000 399
4600 581

1000
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9110

Interest
Cash Carry Forward
Interfund Transfer

R
R
R
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10700003592002
10700003611000
10700003990000
10734517144918
10734517146610
10746005819110

107
107
107
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3451
3451
4600

359
361
399
714
714
581

2002
1000
0000
4918
6610
9110

Court Related/Law Library $16.25
Interest
Cash Carry Forward
Bank Analysis Fees
Capital Outlay Library Materials
Interfund Transfer

R
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11100003611000
11100003990000
11147005373110
11147005373416
11147005374510
11147005378105
11147005378114
11147005378253
11160405374631
11160405378253
11160405378253
11184105374631
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3110
3416
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8105
8114
8253
4631
8253
8253
4631
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8253

Interest
Cash Carry Forward
Professional Services
Tax Collector Commission Fees
General Liability Insurance
Grants/Aid/Contributions Other Gov.
A1A Shoreline Protection aid to Flglr Bch
Grants and Aids/ Other Entities
North Dune Restoration
Grants/Aid Other Entities
Grants/Aid Other Entities
North Dune Restoration
Grants/Aid Other Entities
Grants/Aid Other Entities

R
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R
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19500003592106
19500003592107
19500003592108
19500003611000
19500003990000
19546005819110
19549007194918

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21300003810000
21336075177110
21350005879811

213
213
213

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3607 517
5000 587

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31300003611000
31300003810000
31300003990000
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105986 31360415378253

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105710
105703
105708
105710
105712
105708
105710

361
381
399
581
537
537

Current
FY2018‐19
Budget
14,800

Increase/
(Decrease)
3,872

Amended
25 characters per line
FY2018‐19
Budget
Comments
18,672 Additional Court Related

Attachment 2
25 characters per line

Revenues

136 Additional Revenue Earned
From Investments
11,804 Increase based on PY Actual adjustment
9,960 Increase based on PY Actuals End of Year Sweep

75
5,777
‐

61
6,027
9,960

14,000
20
1,690
150
12,000
2,859

4,630
43
6,922
(104)
(3,208)
14,907

18,630
63
8,612
46
8,792
17,766

Additional Court Related
Additional Revenue Earned
Increase based on PY Actual
Bank Fees
Less library materials
Increase based on PY Actual

Revenues
From Investments
adjustment
less than budgeted
purchased in FY19
End of Year Sweep

15,000
2,391,644
9,200
‐
‐
‐
‐
‐
15,583
490,162
1,076,603
2,583,342
722,290
1,589,658

24,451
917,301
52,000
22,000
8,058
104
12,840
617
50,000
(200,000)
(300,000)
2,296,133
(400,000)
(600,000)

39,451
3,308,945
61,200
22,000
8,058
104
12,840
617
65,583
290,162
776,603
4,879,475
322,290
989,658

Additional Revenue Earned
Additional Carryfoward
Turtle Patrol, Surveys
Tax Collector Fees
Insurance for Tracked Dump
Survey
Increase for Amendment to
Survey
Dune Restoration costs
DR Costs less than
DR Costs less than
Dune Restoration costs
DR Costs less than
DR Costs less than

From Investments
based on FY18 EFB
Audits
Commissions
Trucks
Dunes
Olsen Assoc Contract.
Dunes
greater than budgeted
budgeted amounts
budgeted amounts
greater than budgeted
budgeted amounts
budgeted amounts

Juvenile Assessment
Juvenile Alternative
Teen Court
Interest
Cash Carry Forward
Interfund Transfer
Bank Analysis Fees

5,025
5,025
5,025
25
2,587
16,832
100

1,187
1,187
1,206
45
4,665
8,390
(100)

6,212
6,212
6,231
70
7,252
25,222
‐

Additional Revenue Earned
Additional Revenue Earned
Additional Revenue Earned
Additional Revenue Earned
Increase based on PY Actual
Increase based on PY Actual
Bank Fees

in FY19
in FY19
in FY19
From Investments
adjustment
End of Year Sweep
less than budgeted

0000
7110
9811

Interfund Transfer
Debt Service/Principal
Reserve Designated for Future Use

‐
61,000
‐

270,414
250,000
20,414

270,414 Additional Transfer from
Capital Project Fund
311,000 Additional Principal payment Savings on Sewall Const.
from CPF
20,414 Remaining balance transfer

1000
0000
0000
9110
4918
8253

Interest
Interfund Transfer
Cash Carry Forward
Interfund Transfer
Bank Analysis Fees
Grants and Aids/ Other Entities

‐
‐
130,158
‐
1,158
129,000

3,333
10,763
127,698
270,415
(1,064)
(127,557)

3,333
10,763
257,856
270,415
94
1,443

Additional Revenue Earned
Interfund transfer from
Increase based on PY Actual
Additional Principal payment
Bank Fees
Savings on Painters Hill

From Investments
General Fund
adjustment
sent to Debt Svs Fund
less than budgeted
Seawall Construction

N:\Agenda Items\2019 BOCC\2019 11 18 Regular Mtg 5 00 pm\Approved ‐ Printed and Final\09a PH ‐ FY19 Budget Amendment (JB)\PH ‐ final 2019 Budget Amendment ‐ 2) Schedule B


SUBJECT: Approval of an Ordinance Amending Section 7-4, Chapter 7 of the Flagler County Code of Ordinances, Establishing Beach Equestrian Permitting Requirements and Regulating the Use of Horses on the Beaches of the Unincorporated County.

DATE OF MEETING: November 18, 2019

OVERVIEW/SUMMARY: The increased use of the beaches of the County by horseback riders both commercially and recreationally compels the County to enact an ordinance to ensure the safety of beachgoers and the protection of the natural environment.

This amendment will establish beach equestrian permitting requirements, regulations, and enforcement for the use of equestrian animals on the beaches of the unincorporated county.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Michael Esposito, Special Projects Coordinator (386) 313-4040

RECOMMENDATION: Approve the Ordinance amending Section 7-4, Chapter 7 of the Flagler County Code of Ordinances, establishing beach equestrian permitting requirements and regulating the use of equestrian animals on the beaches of the unincorporated county.

ATTACHMENTS:
1.) Equestrian Beach Ordinance
2.) Legal Advertisement
ORDINANCE 2019 - ___

AN ORDINANCE OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING SECTION 7-4 OF THE FLAGLER COUNTY CODE OF ORDINANCES, ESTABLISHING BEACH EQUESTRIAN PERMITTING REQUIREMENTS; REGULATING THE USE OF HORSES ON THE BEACHES OF THE UNINCORPORATED COUNTY; PROVIDING FOR CODIFICATION AND SCRIVENERS' ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section (1)(f) of the Florida Constitution empowers the County to enact ordinances not inconsistent with general law, and Section 125.01(1)(t), Florida Statutes, authorizes the Board of County Commissioners ("Board") to adopt ordinances necessary to for the exercise of its powers; and

WHEREAS, the increased use of the beaches of the County by horseback riders both commercially and recreationally compels the County to enact an ordinance to ensure the safety of beachgoers and the protection of the natural environment.

NOW THEREFORE, be it ordained by the Flagler County Board of County Commissioners as follows:

SECTION 1. FINDINGS

An ever-increasing number of horseback riders are finding the unincorporated beaches of Flagler County very desirable for riding recreationally and for commercial purposes. The County is involved in reestablishing the natural beach dunes of the unincorporated County, creating sand berms anchored with native vegetation. The beaches are a vital part of the County's quality of life, serving recreational and environmental values. Horseback riding has the potential of unnecessarily damaging the reestablished dunes without regulations. Also, due to increased use, the County needs to promulgate standards to protect visitors, riders and the horses.

SECTION 2. FLAGLER COUNTY CODE AMENDMENT

Section 7-4 of the Flagler County Code of Ordinances is hereby amended as follows (additions are shown in underline, and deletions are shown in strikethrough format):

* * * *

Sec. 7-4. – Reserved. Horses on the Beach.
A. It shall be unlawful for any person to possess or have under his or her control any horse or equestrian animal on the Atlantic Ocean beaches of the unincorporated county without a valid government issued identification and a permit issued pursuant to this section. Applications for such permits must include at a minimum:
(1) Copy of a valid, government issued identification;
(2) Current Coggins Test papers;
(3) Agreement to hold harmless and indemnify Flagler County; and
(4) Acknowledgement that the applicant has read and understands this ordinance and any other rules promulgated by the Parks and Recreation Department.
(5) Applicants for Beach Equestrian Guide Permits must also submit:
   a. A business tax receipt; and
   b. Proof of general commercial liability insurance.

B. Beach Horseback Riding Permits shall consist of three types: Beach Equestrian Guide Permit, Beach Equestrian Rider Permit, and Beach Equestrian Day Pass. The permits allow the holder to horseback ride on the beach of the unincorporated county subject to the restrictions of this ordinance.
(1) Beach Equestrian Guide Permits:
   a. Shall be valid for two years from the date of issuance.
   b. Allow permit holder to issue Day Passes to up to six individuals.
      i. Day Passes shall be valid for the date of issuance only.
      ii. The Beach Equestrian Guide shall be jointly and severally responsible for any violation of this ordinance by persons to whom he/she issues Day Passes.
      iii. The Beach Equestrian Guide shall furnish to the Parks and Recreation Department, on a monthly basis, a report identifying the name, address, and email of persons to whom the Beach Equestrian Guide issued Day Passes and the respective dates of issue.
(2) Beach Equestrian Rider Permits:
   a. Shall be valid for one year and are non-transferrable.
   b. Allow permit holder to lead up to two individuals. The Beach Equestrian Rider must supervise any riders whom he/she leads and is jointly and severally responsible for any violations of this ordinance by such persons.
(3) Beach Equestrian Day Passes:
   a. Shall be valid for the date of issue only and are non-transferrable.

C. Beach equestrian riders in the unincorporated county shall adhere to the following regulations:
(1) Riders must display proof of permit issued pursuant to this section by the Parks and Recreation Department or a Beach Equestrian Guide.
(2) Riders must access the beach at the following designated access points: Mala Compra Road or Jungle Hut Road or such other access points as approved by the County Administrator.

(3) Horse trailers must be parked in designated areas only.

(4) Horses must be thoroughly controlled, broken, and restrained at all times.

(5) Horses must be ridden with due care and diligence and shall not be allowed to graze or go unattended.

(6) Riders must remove all animal waste from the county parks and parking areas, and may not discard animal waste in public garbage receptacles.

(7) Horses must remain within the wetted area of the sand and stay off the dunes except when accessing the beach. Horses must avoid vegetation and turtle nests.

(8) Riders must maintain a safe distance of fifteen feet from sea turtle nests.

(9) Riders must maintain a walking pace when approaching within fifty feet of beachgoers.

D. This section shall not apply to individuals authorized by Federal, State, or local law to engage in activities otherwise prohibited herein.

(e) A violation of the section is a civil infraction which carries a maximum civil penalty not to exceed five hundred dollars ($500.00). A law enforcement or code enforcement officer who has probable cause to believe that a person has committed an act in violation of this article may issue a citation to the person. Such a citation may be contested in the County Court. If a person fails to pay the civil penalty or fails to appear in court to contest the citation, the court may issue an order to show cause upon the request of the law enforcement or code enforcement officer. This order shall require such person to appear before the court to explain why action on the citation has not been taken. If any person who is issued such an order fails to appear in response to the court’s directive, that person may be held in contempt of court. Repeat offenses will result in the revocation of permitting privileges for a period of one year.

SECTION 3. CODIFICATION AND SCRIVENER’S ERRORS

A. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of Flagler County, Florida, as additions and amendments thereto, and shall be appropriately renumbered or re-lettered to conform to the uniform numbering system of the Code. Scrivener’s errors may be corrected as deemed necessary.

B. Only Section 2 herein shall be codified within the Flagler County Code of Ordinances. Sections not specifically amended herein shall remain unchanged by this Ordinance.
SECTION 4. SEVERABILITY

If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. EFFECTIVE DATE
This Ordinance shall take effect upon filing with the Secretary of State as provided in Section 125.66, Florida Statutes.

PASSED AND ADOPTED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, THIS 19TH DAY OF NOVEMBER 2019.

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:

Donald T. O’Brien Jr., Chair

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM:

Al Hadeed, County Attorney
Flagler/Palm Coast
NEWS-TRIBUNE

Published Each Wednesday
Flagler County, Florida

State of Florida,
County of Flagler

Before the undersigned authority personally appeared

Irene Zucker

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

LEGAL COORDINATOR

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

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

PUBLIC NOTICE

NT 2343696

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

OCTOBER 30, 2019

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

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

Sworn to and subscribed before me

This 30TH of OCTOBER

A.D. 2019

Andrea M. Graham

ANDREA M. GRAHAM
MY COMMISSION # GG36490
EXPIRES: October 05, 2020