



Flagler County Board of County Commissioners Meeting Agenda

March 3, 2025 • 9:00 a.m.

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

View the meeting broadcast live on cable television: Spectrum Channel 492

View the meeting streamed live on the County's YouTube Channel: www.YouTube.com/FlaglerCounty

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:**
 - 1) **Master Gardeners Month – March 2025** (*Requested by Extension Services*)
 - 2) **Government Finance Professionals Week – March 17-21, 2025** (*Requested by E John Brower, Financial Services Director*)
 - 3) **Procurement Month – March 2025** (*Requested by E John Brower, Financial Services Director*)
 - 4c) **Presentations (3-5 Minutes):** None
5. **Community and Board Comments:**
 - 5a) **Community Outreach:** *This thirty-minute time period has been allocated for public comment on any consent agenda item or topic not on the agenda. Each speaker will be allowed up to three (3) minutes to address the Commission. Speakers should approach the podium, identify themselves and direct comments to the Chair.*
 - 5b) **Board Comments on Consent Items**
6. **Consent: Constitutional Officers:**
 - 6a) **Clerk: Bills and Related Reports:** Request the Board approve the report(s) of funds withdrawn from County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in compliance with the provisions of Section 136.06, Florida Statute as listed below:
 - 1) Disbursement Report for Week Ending January 24, 2025
 - 2) Disbursement Report for Week Ending January 31, 2025
 - 3) Disbursement Report for Week Ending February 7, 2025
 - 6b) **Clerk: Approval of Board Meeting Minutes:** Request the Board approve the minutes from the following Meetings:
 - 1) January 13, 2025 Workshop
 - 2) January 13, 2025 Regular Meeting

7. Consent: BOCC Departments:

- 7-a) Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency Due to Severe Coastal Erosion and Vulnerability:** Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricanes Matthew, Ian and Nicole. *(Requested by Jonathan Lord, Emergency Management Director)*
- 7-b) Library Board of Trustees Advisory Board Member Appointments:** Request the Board approve reappointment of Mr. Bernard Barczak and appointment of Mr. Donald O'Brien Jr to the Library Board of Trustees Advisory Board for a three-year term. *(Requested by Holly Albanese, Assistant County Administrator/Library Director)*
- 7-c) Consideration of a Ground Lease Agreement between Flagler County and Van Damme Helicopters, Inc. for a Parcel of Land Located on the Flagler Executive Airport:** Request the Board approve the Ground Lease Agreement between Flagler County and Van Damme Helicopters, Inc for a parcel of land located at the Flagler Executive Airport. *(Requested by Roy Sieger, Airport Director)*
- 7-d) Consideration of the Agreement Establishing the Scope of Services and Compensation for Sauer Construction, LLC for the Construction of the Airport Terminal Building project for the Flagler Executive Airport in the Amount of \$10,325,617:** Request the Board approve the Agreement for the Construction of the Airport Terminal Building for Sauer Construction, LLC. authorizing the Chair to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions approved as to form by the County Attorney. *(Requested by Roy Sieger, Airport Director)*
- 7-e) Resolution Appointing the Flagler County Airport Zoning Commission:** Request the Board adopt the Resolution appointing the Planning and Development Board as the Airport Zoning Commission. *(Requested by County Administration and County Attorney)*
- 7-f) Consider the Adoption of a Resolution Establishing the Airport Master Plan Update Working Group and the Working Group Bylaws:** Approve the Resolution establishing the Airport Master Plan Update Working Group and adopting the Bylaws of the Flagler County Executive Airport – Airport Master Plan Update Working Group. *(Requested by County Administration and County Attorney)*
- 7-g) Consideration of a Budget Transfer from General Fund Reserves in the Amount of \$279,926 and to Amend the FY 2024-25 Budget for the Grant Special Revenue Fund 1128 related to the closeout of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant:** Approve the budget transfer from General Fund Reserves and approve the Unanticipated Revenue Resolution. *(Requested by E. John Brower, Financial Services Director)*
- 7-h) Consideration of Approval of the Environmentally Sensitive Lands Project Ranking List as Recommended by the Lands Acquisition Selection Advisory Committee:** Request the Board approve the Environmentally Sensitive Lands project ranking list and authorize the staff Negotiation Team to open negotiations with listed applicants. *(Requested by Erick Revuelta, Land Management)*
- 7-i) Consideration of a Piggyback on the 25-PB-038 Security Contract with Giddens Security Corporation:** Request the Board approve the Giddens Security Corporation contract. *(Requested by Robert Rounds, Purchasing Manager)*

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

8-a) Consideration of Parks and Recreation Advisory Board Appointments: Request the Board consider the applications from Mike Desroches, Gary Johnson, Peter Johnson, Lawrence Pulos and Worth Strecker and select two members to serve on the Parks and Recreation Advisory Board for a two-year term from March 3, 2025, to March 3, 2027. *(Requested by Frank Barbuti, Parks Manager)*

8-b) Adoption of a Resolution to Vacate a Portion of the Plat of Fleetwood Terrace Unit No. 1 Subdivision in the PUD (Planned Unit Development) Zoning District – Owner/Petitioner: WL Residential Land, LLC: Options for the Board: Approve; Deny or Continue. *(Requested by Adam Mengel, Growth Management Director)*

8-c) Consideration of Purchase and Sale Agreement for Conservation Lands in the Amount of \$3,000,000 for a Portion of the Pringle Forest: Request the Board approve the Purchase and Sale Agreement for the Acquisition of Conservation Lands with Legislative Appropriation Funds in the Amount of \$3,000,000, authorizing the Chair to execute the agreement and all necessary documents associated with this transaction approved as to form by the County Attorney. *(Requested by Adam Mengel, Growth Management Director and Jorge Salinas, Deputy County Administrator)*

8-d) Consideration of an Update to the Flagler County Board of County Commissioners Rules of Procedure: Requested the Board approve the Updated Rules of Procedure. *(Requested by County Administration and County Attorney)*

9. Public Hearings: None

10. Additional Reports and Comments:

10-a) County Administrator Report/Comments

10-b) County Attorney Report/Comments

10-c) Community Outreach: *This thirty-minute time period has been allocated for public comment for items not 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.*

10-d) Commission Reports/Comments/Action

11. Adjournment

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

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

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
DESIGNATING MARCH 2025, AS
“MASTER GARDENER MONTH” IN FLAGLER COUNTY, FLORIDA**

WHEREAS, Flagler County Master Gardener Volunteers are dedicated, trained volunteers providing Flagler County residents and communities with high-quality research-based expertise; and

WHEREAS, Flagler County Master Gardeners Volunteers totaled over 6814.38 volunteer hours in 2024 toward their mission to being the most trusted resource for horticultural education in Flagler County; and

WHEREAS, Flagler County Master Gardener Volunteers dedicated over 484 training hours in 2024 to expand their knowledge and skills to better provide the latest information and best practices to the community; and

WHEREAS, Flagler County Master Gardener Volunteers are associated with the University of Florida greatly appreciate a strong partnership.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that they hereby declare **March 2025** as “**Master Gardener Month**” in Flagler County.

Adopted this 3rd day of March 2025.

ATTEST:

Flagler County Board of
County Commissioners

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Andrew S. Dance
Chair

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING MARCH 17-21, 2025 AS
“GOVERNMENT FINANCE PROFESSIONALS WEEK”
IN FLAGLER COUNTY**

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

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

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

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

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that **March 17-21, 2025** be declared as “**Government Finance Professionals Week**” in the County of Flagler and urge all citizens to join us in extending appreciation to all government finance professionals for their continued leadership, hard work, commitment to the highest ethical standards, and dedication to their profession, our organization, and those we serve.

Adopted this 3rd day of March 2025.

Attest:

**Flagler County Board of
County Commissioners**

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Andrew S. Dance, Chair
Board of County Commissioners

**A PROCLAMATION OF THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
PROCLAIMING MARCH 2025 AS
“PROCUREMENT MONTH” IN FLAGLER COUNTY**

WHEREAS, The public procurement profession plays a significant role in the efficiency and effectiveness of both government and businesses; and

WHEREAS, In addition to the purchase of goods and services, procurement professionals add value to the organization by performing such functions as executing, implementing, and administering contracts, developing strategic procurement strategies, and cultivating working relationships with suppliers and departments within the organization; and

WHEREAS, Public procurement requires specific knowledge and skill to maintain fair and competitive purchasing practices, conduct current market research, administer effective negotiations for the mutual benefit of the County and its suppliers, and effectively monitor and evaluate all government purchasing contracts; and

WHEREAS, Public procurement professionals with Flagler County and in public and private organizations across the country have tremendous influence on the economic conditions in the local, state, and national arenas with a cumulative purchasing power of well over six trillion dollars annually; and

WHEREAS, Flagler County’s public procurement professionals recognize, support, and practice the Public Procurement Values and Guiding Principles of Accountability, Ethics, Impartiality, Professionalism, Service, and Transparency established by the National Institute of Governmental Purchasing (NIGP) as fundamental tenets of the public procurement profession; and

WHEREAS, the NIGP has recognized the month of March as Procurement Month to further expand awareness of the procurement professional’s role to government officials, business and corporate leaders, as well as the general public.

NOW THEREFORE, BE IT PROCLAIMED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS that **March 2025** be declared as “**Procurement Month**” in the County of Flagler and urge all citizens to join us in extending appreciation to all procurement professionals for their continued leadership, hard work, commitment to the highest ethical standards, and dedication to their profession, our organization, and those we serve.

Adopted this 3rd day of March 2025.

Attest:

**Flagler County Board of
County Commissioners**

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Andrew S. Dance, Chair
Board of County Commissioners

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Item 6a(1)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/21/25	2425	FLAGLER CO TAX COLLECTOR	TOURIST DEV TX 12/24	\$712.20	TDT BULL CRK/PRNC PL DEC24
			Check Total	\$712.20	
01/21/25	2426	P&A ADMINISTRATIVE SERVICES, INC	01.18.2025	\$433.59	P&A Flexible Spending 01.16.2025 - 01.18.2025
			Check Total	\$433.59	
01/21/25	2427	P&A ADMINISTRATIVE SERVICES, INC	01.19.2025	\$268.62	P&A Flexible Spending 01.17.2025 - 01.18.2025
			Check Total	\$268.62	
01/21/25	2428	P&A ADMINISTRATIVE SERVICES, INC	01.17.2025	\$256.30	P&A Flexible Spending 01.16.2025
			Check Total	\$256.30	
01/21/25	2429	P&A ADMINISTRATIVE SERVICES, INC	01.20.2025	\$75.00	P&A Flexible Spending 01.19.2025
			Check Total	\$75.00	
01/22/25	2430	EXPRESS TAX - TTL WIRE	01242025	\$132,631.80	Payroll Run 1 - Warrant 250124
			Check Total	\$132,631.80	
01/22/25	2431	P&A ADMINISTRATIVE SERVICES, INC	01.21.2025	\$1,130.28	P&A Flexible Spending 01.20.2025
			Check Total	\$1,130.28	
01/22/25	2432	P&A ADMINISTRATIVE SERVICES, INC	926195	\$389.30	P&A Flexible Spending 01.17.2025
			Check Total	\$389.30	
01/22/25	212813	AAA FENCE	43296	\$997.96	REPAIR DRIVE WHEELS INMATE FACILITY-FCSO
			Check Total	\$997.96	
01/22/25	212814	AB CONSULTING ENGINEERS INC	2024043	\$2,592.50	NEXUS CENTER - SPECIAL INSPECTION SERVICES
01/22/25	212814	AB CONSULTING ENGINEERS INC	2025003	\$3,463.75	NEXUS CENTER - SPECIAL INSPECTION SERVICES
			Check Total	\$6,056.25	
01/22/25	212815	ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INC	1002025	\$2,368.98	DEVELOPMENT-RENTAL HOUSING UNDER ARPA INV#1002025
01/22/25	212815	ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INC	1012025	\$650.00	DEVELOPMENT-RENTAL HOUSING UNDER ARPA INV#1012025
01/22/25	212815	ABUNDANT LIFE MINISTRIES-HOPE HOUSE, INC	1022025	\$2,400.00	DEVELOPMENT-RENTAL HOUSING UNDER ARPA INV#1022025
			Check Total	\$5,418.98	
01/22/25	212816	ADVANCE AUTO PARTS	8483500377175	\$252.68	AUTO PARTS AND SUPPLIES
			Check Total	\$252.68	
01/22/25	212817	AETNA	J2052493	\$3,857.72	January 2025 Active Admin Fees
			Check Total	\$3,857.72	
01/22/25	212818	AETNA	J2052495	\$346.50	January 2025 Retiree Admin Fees
			Check Total	\$346.50	
01/22/25	212819	AGENT FIRE LLC	00518027	\$5,754.00	EOC - REPAIR/REPLACE- FIRE HOSES/BATTERY
			Check Total	\$5,754.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212820	ALPINE POWER SYSTEMS, INC.	0915924-IN	\$632.00	UPS PM Svc 245 CR 305 Tower
01/22/25	212820	ALPINE POWER SYSTEMS, INC.	0915925-IN	\$632.00	UPS PM Svc 2355 Matanzas Woods Tower
01/22/25	212820	ALPINE POWER SYSTEMS, INC.	0915927-IN	\$632.00	UPS PM Svc 7570 CR 304 Tower
01/22/25	212820	ALPINE POWER SYSTEMS, INC.	0915928-IN	\$2,044.00	APS Capacity Test 1250 S Old Dixie Tower
01/22/25	212820	ALPINE POWER SYSTEMS, INC.	0915929-IN	\$632.00	UPS PM Svc 1250 Old Dixie Tower
01/22/25	212820	ALPINE POWER SYSTEMS, INC.	0915930-IN	\$634.00	UPS PM Svc 1001 Justice Ln Tower
01/22/25	212820	ALPINE POWER SYSTEMS, INC.	0915931-IN	\$632.00	UPS PM Svc 1769 E Moody Tower
			Check Total	\$5,838.00	
01/22/25	212821	AMERICAN HEALTH ASSOCIATES, INC	RO MO12892	\$44.07	IHC - [REDACTED] RO MO12892
			Check Total	\$44.07	
01/22/25	212822	AMERICAN JANITORIAL, INC.	29022	\$67,444.83	INV#29022-JANITORIAL SERVICES- JAN2025
01/22/25	212822	AMERICAN JANITORIAL, INC.	29023	\$570.00	INV#29023-CUSTODIAL SERVICES-ADDITIONAL- DEC 24
01/22/25	212822	AMERICAN JANITORIAL, INC.	29024	\$2,190.00	INV# 29024- CUSTODIAL SERVICES-PP CABINS- 12/31/24
			Check Total	\$70,204.83	
01/22/25	212823	ARGOS USA, LLC	93568409	\$60,255.00	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93576007	\$21,070.00	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93582145	\$4,635.00	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93591255	\$21,213.50	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93591791	\$11,165.00	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93596819	\$1,842.00	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93606284	\$6,447.00	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93608068	\$3,663.00	NEXUS CENTER ODP - ARGOS
01/22/25	212823	ARGOS USA, LLC	93611460	\$9,547.50	NEXUS CENTER ODP - ARGOS
			Check Total	\$139,838.00	
01/22/25	212824	ARTHRITIS AUTOIMMUNE & ALLERGY	RO MO12869	\$166.48	IHC - [REDACTED] RO MO12869
			Check Total	\$166.48	
01/22/25	212825	ASCO SERVICES INC	1803187	\$2,595.96	Preventative Maintenance Transfer Switch EOC
			Check Total	\$2,595.96	
01/22/25	212826	ASSOCIATION OF PRETRIAL PROF OF FL	25-1500	\$175.00	2025 ORGANIZATION MEMBERSHIP - PRETRIAL PROF.
			Check Total	\$175.00	
01/22/25	212827	AT&T MOBILITY II LLC	287291122839 1224	\$115.32	58216039 E911 Dec 2024
01/22/25	212827	AT&T MOBILITY II LLC	287304363950 1224	\$125.34	59800103 GM Dec 2024

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
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Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212827	AT&T MOBILITY II LLC	287315918621X12 2524	\$1,628.49	ATT FIRSTNET 12.18.24-1.17.25
			Check Total	\$1,869.15	
01/22/25	212828	BAKER & TAYLOR, INC	5019262336	\$78.00	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/22/25	212828	BAKER & TAYLOR, INC	5019262337	\$24.85	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/22/25	212828	BAKER & TAYLOR, INC	5019269922	\$203.56	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/22/25	212828	BAKER & TAYLOR, INC	5019269923	\$246.43	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/22/25	212828	BAKER & TAYLOR, INC	5019271602	\$121.23	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/22/25	212828	BAKER & TAYLOR, INC	5019272176	\$22.27	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/22/25	212828	BAKER & TAYLOR, INC	5019272177	\$302.05	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
			Check Total	\$998.39	
01/22/25	212829	BEACH VILLAGE AT PALM COAST LTD	R001996	\$1,322.32	RENT ASSIST MORRIS R001996
			Check Total	\$1,322.32	
01/22/25	212830	BLACKSTONE PUBLISHING	2169195	\$38.95	Library Materials 2024 Fiscal Year
01/22/25	212830	BLACKSTONE PUBLISHING	2170301	\$187.48	Library materials fiscal year 2024
			Check Total	\$226.43	
01/22/25	212831	BLUE CROSS BLUE SHIELD OF FLORIDA	January 2025	\$29,954.70	January 2025 Medical Admin Fees
			Check Total	\$29,954.70	
01/22/25	212832	BOULEVARD TIRE CENTER	27-GS113106	\$2,184.66	TIRES [SHERIFF CONTRACT]
01/22/25	212832	BOULEVARD TIRE CENTER	27-GS113108	\$1,712.64	TIRES [SHERIFF CONTRACT]
			Check Total	\$3,897.30	
01/22/25	212833	BOUND TREE MEDICAL LLC	85621623	\$4,823.56	EMS MEDICAL SUPPLIES & REPLATE
01/22/25	212833	BOUND TREE MEDICAL LLC	85625336	\$632.80	EMS MEDICAL SUPPLIES & REPLATE
01/22/25	212833	BOUND TREE MEDICAL LLC	85625337	\$4,474.08	EMS MEDICAL SUPPLIES & REPLATE
			Check Total	\$9,930.44	
01/22/25	212834	BOYS & GIRLS CLUBS OF VOL/FLAG	BOYS/GIRLS Q 1 24/25	\$7,500.00	YOUTH PROGRAMS 1ST QTR OCTOBER-DECEMBER 2024
			Check Total	\$7,500.00	
01/22/25	212835	BOZARD FORD	FOCS949128	\$4,670.76	FIRE RESCUE 9682 VEHICLE REPAIR
			Check Total	\$4,670.76	
01/22/25	212836	BRYANT, MILLER, AND OLIVE P.A.	85102	\$32,454.50	PROF SVC BOND COUNSEL-REFUND REV BONDS,SERIES 2025

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$32,454.50	
01/22/25	212837	BRYANT, MILLER, AND OLIVE P.A.	85019	\$22,500.00	COUNSEL FEE - CAP IMP 2024A & CAP IMP 2024B
			Check Total	\$22,500.00	
01/22/25	212838	BUNNELL PHARMACY, INC	RO MO12899	\$181.51	IHC - [REDACTED] RO MO12899
01/22/25	212838	BUNNELL PHARMACY, INC	RO MO12903	\$40.37	IHC - [REDACTED] RO MO12903
01/22/25	212838	BUNNELL PHARMACY, INC	RO MO12943	\$49.43	IHC - [REDACTED] RO MO12943
			Check Total	\$271.31	
01/22/25	212839	CANARX GROUP INC	INV47596	\$2,633.20	INV47596 Flagler 12.16.2024 - 12.31.2024
01/22/25	212839	CANARX GROUP INC	INV47966	\$4,719.30	INV47966 Flagler 01.01.2025 - 01.15.2025
			Check Total	\$7,352.50	
01/22/25	212840	CAROLINA GROUND SERVICE EQUIPMENT INC	P72855	\$1,213.45	REPAIRS TO LAV CART
			Check Total	\$1,213.45	
01/22/25	212841	CARRIER CORPORATION	90422106	\$149.10	INV#90422106-Liebert Maint-Justice Center-1/2/25
01/22/25	212841	CARRIER CORPORATION	90422108	\$25,794.05	INV#90422108 - HVAC Chiller- JAN-MARCH 2025
			Check Total	\$25,943.15	
01/22/25	212842	CDW GOVERNMENT LLC	AB98E8S	\$517.62	Replacement Monitors - Veterans Svcs
01/22/25	212842	CDW GOVERNMENT LLC	AC2AA4R	\$1,168.26	Computer Equipment for Fire Rescue Inventory Room
01/22/25	212842	CDW GOVERNMENT LLC	AC2XC3W	\$152.23	Addtl Power Adapter - Cyber
01/22/25	212842	CDW GOVERNMENT LLC	AC2YX1F	\$298.80	Accessories for Surface Pro - Fire Rescue
01/22/25	212842	CDW GOVERNMENT LLC	AC3N45Y	\$149.94	Surface Pro 3 Yr Maint
			Check Total	\$2,286.85	
01/22/25	212843	CENGAGE LEARNING INC.	84892247	\$68.77	Purchase of large print books
			Check Total	\$68.77	
01/22/25	212844	CHARTER COMMUNICATIONS	165919001010125	\$209.60	2500 NW Palm Coast Pkwy NW Bldg RRBC
			Check Total	\$209.60	
01/22/25	212845	CINTAS CORPORATION	4216917609	\$13.22	INV#4216917609-UNIFORM RENT- SOLID WASTE- 1/6/25
01/22/25	212845	CINTAS CORPORATION	4216919030	\$13.66	INV#4216919030-UNIFORM RENTAL-PURCHASING- 1/6/25
01/22/25	212845	CINTAS CORPORATION	4216919094	\$41.79	INV#4216919094-UNIFORM RENTALS- FLEET- 1/6/25
01/22/25	212845	CINTAS CORPORATION	4216919307	\$600.71	UNIFORM RENTALS AND FACILITIES
01/22/25	212845	CINTAS CORPORATION	4216920215	\$667.17	INV#4216920215-UNIFORM RENTALS-GS- 1/6/25
01/22/25	212845	CINTAS CORPORATION	4217575834	\$35.56	INV#4217575834-UNIFORM RENT- SOLID WASTE- 1/13/25
01/22/25	212845	CINTAS CORPORATION	4217577482	\$13.66	INV#4217577482-UNIFORM RENTAL-PURCHASING- 1/13/25

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212845	CINTAS CORPORATION	4217577523	\$41.79	INV#4217577523-UNIFORM RENTALS- FLEET- 1/13/25
01/22/25	212845	CINTAS CORPORATION	4217577824	\$127.37	UNIFORM RENTALS AND FACILITIES
			Check Total	\$1,554.93	
01/22/25	212846	CITY OF BUNNELL	01-0250-01 1124	\$634.82	COURTHOUSE BLDG#1 - 1769 E MOODY - 10/31/24-11/30/
01/22/25	212846	CITY OF BUNNELL	01-0260-01 1124	\$1,011.81	GSB BLDG#2 - 1769 E MOODY - 10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	01-0280-01 1124	\$262.02	HEALTH CLINIC BLDG#4-1769 E MOODY-10/31/24-11/30/2
01/22/25	212846	CITY OF BUNNELL	01-0290-01 1124	\$710.74	S BLDG#5 - 1769 E MOODY - 10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	01-0300-01 1124	\$2,087.92	ENERGY PLANT #6A - 1769 E MOODY -10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	01-0310-01 1124	\$97.52	ENERGY PLANT #6B - 1769 E MOODY - 10/31/24-11/30/2
01/22/25	212846	CITY OF BUNNELL	01-0331-00 1124	\$161.09	FCSO SHERIFF BLDG - 610 JUSTICE -10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	01-3930-04 1224	\$256.71	4601 E Moody Blvd F1 10.31.24-11.30.24
01/22/25	212846	CITY OF BUNNELL	01-5250-02 1124	\$276.18	LAND MGNT - 1790 OLD MOODY - 10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	02-1950-01 1124	\$427.47	HOLDEN HOUSE - 206 E MOODY - 10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	04-2400-02 1124	\$367.40	SMA HEALTHCARE - 103 E MOODY - 10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	04-2410-01 1124	\$254.48	SALLY'S SAFE HAVEN -106 E MOODY -10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	05-0030-01 1124	\$14,835.46	FCSO INMATE FAC - 1001 JUSTICE - 10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	05-0040-01 1124	\$616.14	FCSO JAIL ADMIN - 1001 JUSTICE - 10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	05-0052-00 1124	\$272.67	FCSO SHERIFF BLDG - 610 JUSTICE -10/31/24-11/30/24
01/22/25	212846	CITY OF BUNNELL	RO U003920	\$300.00	CITY OF BUNNELL OGLESBY RO U003920
			Check Total	\$22,572.43	
01/22/25	212847	CITY OF FLAGLER BEACH	00750 0121	\$618.27	FINAL BILL - WICKLINE CNTR 1.11.21-2.12.21
			Check Total	\$618.27	
01/22/25	212848	CITY OF PALM COAST	21594664	\$154.13	ADMIN/ADC WATER SRVC 11.25.24-12.26.24
01/22/25	212848	CITY OF PALM COAST	48612	\$1,966.67	FUEL USAGE NOV 2024
01/22/25	212848	CITY OF PALM COAST	48737	\$1,725.77	FUEL USAGE DEC 2024
01/22/25	212848	CITY OF PALM COAST	RO U003918	\$300.00	PCW ASSIST SANTIAGO (RODRIGUEZ) BILL#21567848
01/22/25	212848	CITY OF PALM COAST	RO U003919	\$142.26	PCW ASSIST LOCKLEAR BILL#21568525
01/22/25	212848	CITY OF PALM COAST	RO U003921	\$268.58	PCW ASSIST PETERKIN BILL#21582838

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212848	CITY OF PALM COAST	RO U003922	\$300.00	PCW ASSIST ROGERS BILL#21590432
			Check Total	\$4,857.41	
01/22/25	212849	CLARION GROUP INC.	R001999	\$1,340.00	RENT ASSIST OGLESBY R001999
			Check Total	\$1,340.00	
01/22/25	212850	CLEAN EARTH OF ALABAMA, INC	544118	\$16,403.00	INV#544118 - Landfill - Hazardous Waste Removal
			Check Total	\$16,403.00	
01/22/25	212851	COAST TITLE INSURANCE AGENCY INC	1101	\$2,100.00	Title Search/Property Information Reports
01/22/25	212851	COAST TITLE INSURANCE AGENCY INC	1105	\$1,750.00	Title Search/Property Information Reports
01/22/25	212851	COAST TITLE INSURANCE AGENCY INC	1106	\$1,750.00	Title Search/Property Information Reports
01/22/25	212851	COAST TITLE INSURANCE AGENCY INC	1107	\$2,100.00	Title Search/Property Information Reports
01/22/25	212851	COAST TITLE INSURANCE AGENCY INC	1108	\$1,400.00	Title Search/Property Information Reports
			Check Total	\$9,100.00	
01/22/25	212852	COMMUNITY LEGAL SVCS OF MID-FLORIDA	FY25 QTR1	\$11,263.50	LEGAL AID-LOW INCOME FLAGLER RESIDENTS FY25 QTR 1
			Check Total	\$11,263.50	
01/22/25	212853	COMPUTER INFORMATION & PLANNING INC	5444	\$1,231.74	BOMS Enterprise Annual Maint - SAO 25-00012-F
			Check Total	\$1,231.74	
01/22/25	212854	CONFIDENT CARE OF FLORIDA CORP	22997	\$252.00	OA3E RESP DECEMBER 2024
01/22/25	212854	CONFIDENT CARE OF FLORIDA CORP	22998	\$252.00	ADI RESP DECEMBER 2024
01/22/25	212854	CONFIDENT CARE OF FLORIDA CORP	CCE HMK PECA 1224.1	\$441.00	CCE HMK PECA DECEMBER 2024 ADDITIONAL
			Check Total	\$945.00	
01/22/25	212855	CONNECTWISE, LLC (F/K/A CONTINUUM PARENT. LLC)	INV01287860	\$2,570.41	Jan 2025 IT Support Software
			Check Total	\$2,570.41	
01/22/25	212856	CSI GEO INC	5118-37901-06	\$22,339.19	Old Haw Creek Rd Paving - CEI
			Check Total	\$22,339.19	
01/22/25	212857	DEPARTMENT OF JUVENILE JUSTICE	202501-18	\$27,715.16	PRE-DISPOSITIONAL DETENTION COSTS FOR JAN 2025
			Check Total	\$27,715.16	
01/22/25	212858	DJDESIGN SERVICES INC	03-3985	\$9,434.00	DESIGN OF SMA FLAGLER CENTRAL RECEIVING FACILITY
			Check Total	\$9,434.00	
01/22/25	212859	DRMP, INC.	180520	\$12,714.25	CEI CONSTRUCTION OF CR 90
01/22/25	212859	DRMP, INC.	180856	\$12,203.75	CEI CONSTRUCTION OF CR 90
			Check Total	\$24,918.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212860	EASTERN AVIATION FUELS INC	4254598	\$23,696.85	JET A AVIATION FUEL FOR RESALE
01/22/25	212860	EASTERN AVIATION FUELS INC	4254599	\$33,735.19	AVGAS AVIATION FUEL FOR RESALE
			Check Total	\$57,432.04	
01/22/25	212861	EPIC COMMUNITY SERVICES	12-2024	\$6,137.45	ADULT DRUG TREATMENT SERVICES - DEC 2024
01/22/25	212861	EPIC COMMUNITY SERVICES	PSCC12-2024	\$1,666.67	CRIME PREVENTION GRANT-DECEMBER 2024
			Check Total	\$7,804.12	
01/22/25	212862	EVERGLADES EQUIPMENT GROUP	P0518144	\$288.33	BPO - PARTS & SERVICE RPR BUSH
			Check Total	\$288.33	
01/22/25	212863	FAMILY LIFE CENTER	DV 1224	\$5,416.00	PROVIDE DOMESTIC VIOLENCE SERVICES DECEMBER 2024
01/22/25	212863	FAMILY LIFE CENTER	SAVE 1224	\$2,292.00	PROVIDE SEXUAL ASSAULT SERVICES DECEMBER 2024
			Check Total	\$7,708.00	
01/22/25	212864	FLAGLER CO CLERK OF CIRCUIT COURT &	011725	\$16.00	Payroll Run 1 - Warrant 250117
			Check Total	\$16.00	
01/22/25	212865	FLAGLER CO SHERIFF OFFICE	BUDGET 0225	\$3,812,404.58	FSCO BUDGET DUE 0225
			Check Total	\$3,812,404.58	
01/22/25	212866	FLAGLER CO SUPERVISOR OF ELECTIONS	FY25 #5	\$184,565.50	FY25 #5 - FEBRUARY
			Check Total	\$184,565.50	
01/22/25	212867	FLAGLER CO TAX COLLECTOR	FY25 COMMISS #4	\$117,876.87	COMMISSION #4 DUE
			Check Total	\$117,876.87	
01/22/25	212868	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	011725	\$19,278.72	Payroll Run 1 - Warrant 250117
			Check Total	\$19,278.72	
01/22/25	212869	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	9114	\$3,981.39	JET FUEL OCT-DEC 2024
			Check Total	\$3,981.39	
01/22/25	212870	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	2024120261	\$117.00	DEMO OF 9 CONCRETE PADS - MARINELAND
			Check Total	\$117.00	
01/22/25	212871	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	0117.25	\$2,448.99	Payroll Run 1 - Warrant 250117
			Check Total	\$2,448.99	
01/22/25	212872	FLAGLER COUNTY FREE CLINIC, INC.	QTR 1 24/25	\$15,000.00	FLAGLER COUNTY FREE CLINIC 1ST QTR OCT-DEC 2024

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$15,000.00	
01/22/25	212873	FLAGLER COUNTY PUBLIC SCHOOL DISTRICT	60883	\$264,300.00	SCH/IMP 12/24
			Check Total	\$264,300.00	
01/22/25	212874	FLAGLER COUNTY ROOFING INC.	1348	\$3,185.00	REROOF FIRE STATION #81
			Check Total	\$3,185.00	
01/22/25	212875	FLAGLER VOLUNTEER SERVICES, INC.	QTR 1 24/25	\$6,250.00	Volunteer Center Funding to Recruit New Volunteers
			Check Total	\$6,250.00	
01/22/25	212876	FLORIDA COMBINED LIFE	January 2025	\$2,370.25	January 2025 Dental Admin Fees
			Check Total	\$2,370.25	
01/22/25	212877	FLORIDA DRUG TESTING INC.	ADC1224	\$3,666.00	141 DRUG SCREEN(S) COLLECTED @ \$26.00
			Check Total	\$3,666.00	
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE AF 12.18.24	\$81.16	INMATE DENTAL AF 12.18.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE CD 12.17.24	\$251.77	INMATE DENTAL CD 12.17.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE CL 12.03.24	\$199.76	INMATE DENTAL CL 12.3.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE CN 12.13.24	\$64.51	INMATE DENTAL CN 12.13.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE DC 12.20.24	\$81.16	INMATE DENTAL DC 12.20.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE HF 12.26.24	\$87.40	INMATE DENTAL HF 12.26.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE JP 12.02.24	\$24.98	INMATE DENTAL JP 12.2.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE RF 12.30.24	\$81.16	INMATE DENTAL RF 12.30.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE SH 12.19.24	\$81.16	INMATE DENTAL SH 12.19.24
01/22/25	212878	FLAGLER COUNTY HEALTH DEPARTMENT	INMATE WF 12.04.24	\$81.16	INMATE DENTAL WF 12.4.24
			Check Total	\$1,034.22	
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	01956-16289 1224	\$1,392.02	FCSO JAIL ADMIN - 1001 JUSTICE - 11/30/24-12/31/24
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	03986-62445 1224	\$8,276.46	FCSO - 2101 COMMERCE - 12/4/24-1/6/25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	11396-20247 1224	\$1,373.50	GS BLDG#5 & 11 - 1769 E MOODY - 12/5/24-1/7/25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	17227-13276 1224	\$678.84	201 AIRPORT RD #VAULT

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	31022-57114 1224	\$460.00	1001 JUSTICE LN Tower Dec 2024
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	39883-30217 1224	\$21,410.22	COURTHOUSE BLDG#1 - 1769 E MOODY - 12/5/24-1/7/25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	40122-87340 1224	\$2,427.02	FCSO INMATE FAC - 1002 JUSTICE - 11/30/24-12/31/24
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	49149-80497 1224	\$11,128.02	ENERGY PLANT BLDG#6 -1769 E MOODY -12/5/24-1/7/25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	53990-63535 1224	\$487.57	2355 Matanzas Tower Dec 2024
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	59234-52527 1224	\$443.92	BUNNELL PB BLDG#14 - 1769 E MOODY -12/5/24-1/7/25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	61389-02967 12/24	\$396.88	99 E CR 2006 12.02.24-01.03.25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	63468-06141 12/24	\$595.04	1601 OLD MOODY 12.05.24-01.07.25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	70274-65041 12/24	\$568.47	130 AIRPORT RD 12.04.24-01.06.25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	72877-30472 1224	\$516.54	HHS ADC 1000 BELLE TERRE BLVD 12.11.24-01.11.25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	86323-22320 1224	\$5,014.52	2500 Palm Coast Pkwy NW #Library 11.15.24-12.17.24
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	88277-77288 1224	\$452.28	1250 Old Dixie Tower Dec 2024
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	89694-78208 1224	\$19,754.87	GSB BLDG#2 - 1769 E MOODY - 12/5/24-1/7/25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	91498-48013 1224	\$5,889.61	1769 E MOODY BLVD #3 EOC 12.5.24-1.7.25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	94625-21015 1224	\$855.27	1050 AVIATION DR #ATCT 12.04.24-01.06.25
01/22/25	212879	FLORIDA POWER & LIGHT COMPANY	96326-02984 1224	\$1,082.31	ST-LGT 3DY N SRVC DIST 12.3.24 - 1.3.25
			Check Total	\$83,203.36	
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	07090-14427 1224	\$138.92	LANDFILL - 1700 OLD KINGS - 12/2/24-1/2/25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	13295-01892 1224	\$306.99	201 AIRPORT RD #HGRB 12.04.24-01.06.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	14382-81592 1224	\$228.94	120 AIRPORT RD 12.4.2024-01.06.2025
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	28533-73419 1224	\$138.89	FCSO SHERIFF BLDG - 610 JUSTICE-11/30/24-12/31/24
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	28609-72260 1224	\$131.94	HEALTH CLINIC BLDG#4 -1769 E MOODY-12/5/24-1/7/25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	36742-68275 1224	\$233.81	FB ST LT - 1000 MOODY - 12/2/24-1/2/25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	39675-97109 1224	\$235.56	201 AIRPORT RD# LIGHPOLES 12.04.24-01.06.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	42724-62468 1224	\$162.09	200 TAXIWAY A #F 12.03.24-01.03.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	44446-01472 1224	\$293.46	HHS ADMIN 1000 BELLE TERRE BLVD 12.11.24-01.11.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	57450-95140 1224	\$249.92	GS SHOP BLDG#9 - 1769 E MOODY - 12/5/24-1/7/25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	59130-88497 12/24	\$124.88	170 AVIATION DR 12.04.24-01.06.25

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	64795-59269 1224	\$341.44	SMA HEALTHCARE - 106 E MOODY - 12/5/24-1/7/25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	65088-63427 1224	\$145.89	COURTHOUSE OL - 1769 E MOODY - 12/5/24-1/7/25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	77253-47111 1224	\$171.92	1769 E Moody Tower
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	85871-67134 1224	\$241.25	LAND MGMT - 1790 OLD MOODY - 12/5/24-1/7/25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	86149-11595 1224	\$115.29	120 AIRPORT RD #HSE 12.04.24-01.06.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	88758-76271 1224	\$129.93	1769 E MOODY BLVD #8 VEH STORAGE 12.5.24-1.7.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	90268-02992 12/24	\$331.14	3055 CR 13 12.03.24-01.03.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	96476-02979 1224	\$238.81	201 AIRPORT RD #STREETLIGHTS 12.04.24-01.06.25
01/22/25	212880	FLORIDA POWER & LIGHT COMPANY	99642-72463 1224	\$131.60	204 TAXIWAY A #H 12.03.24-01.03.25
			Check Total	\$4,092.67	
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	03915-09833 1224	\$109.47	41 OLD MOODY BLVD #BLUET-HGRSEAS 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	03925-07869 1224	\$108.23	41 OLD MOODY BLVD #BLUET-HGRSW 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	07015-28267 1224	\$69.11	SALLY'S SAFE HAVEN - 106 E MOODY - 12/5/24-1/7/25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	07470-13431 1224	\$46.22	2500 Palm Coast Pkwy SW #Pump 11.15.24-12.17.24
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	10105-51479 1224	\$73.56	201 AIRPORT RD #ES 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	13195-06828 1224	\$43.59	201 AIRPORT RD # FUEL FARM 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	17255-00381 12.25	\$56.75	ST-LGT #I/O CR 302 & S 12.04.2024-01.06.2025
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	20156-99081 1224	\$34.02	303 OLD MOODY BLVD #HSE 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	24796-09303 1224	\$62.53	VETERANS SERVICES - 206 E MOODY - 12/5/24-1/7/25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	24842-09941 12/24	\$78.37	5820 S US 1 12.05.24-01.07.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	41361-43007 0125	\$99.66	4601 E Moody Blvd STE F1 12.5.24-1.6.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	44770-07886 1224	\$111.22	HOLDEN HOUSE - 204 E MOODY - 12/5/24-1/7/25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	45899-08278 1224	\$34.23	120 AIRPORT RD STE 2A 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	46026-27020 1224	\$74.94	133 OLD MOODY BLVD 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	53126-12590 1224	\$60.55	267 OLD MOODY #HSN 12.04.24-01.06.25
			1		
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	74259-57136 1224	\$41.32	131 AIRPORT RD # LIFTSTATION 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	75853-68025 1224	\$90.89	153 OLD MOODY BLVD 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	78966-77429 1224	\$90.13	201 AIRPORT RD #ES 1000S 100N 12.04.24-01.06.25
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	85019-62461 1224	\$101.64	202 TAXIWAY A #G 12.03.24-01.03.25

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212881	FLORIDA POWER & LIGHT COMPANY	86702-35418 1224	\$76.09	41 OLD MOODY BLVD #BEIGT-HGRS 12.04.24-01.06.25
			Check Total	\$1,462.52	
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	10849-66405 1224	\$24.12	SMA HEALTHCARE OL - 106 E MOODY - 12/5/24-1/7/25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	26363-71375 1224	\$25.94	LANDFILL WELL - 1700 S OLD KINGS - 12/2/24-1/2/25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	30447-09560 1224	\$25.66	BULLOW HOUSE - 3333 OLD KINGS - 12/2/24-1/2/25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	32515-00892 1224	\$25.94	FLAGLER RAMS - 1100 S OLD KINGS - 12/2/24-1/2/25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	32555-09899 1224	\$30.11	FLAGLER RAMS - 1100 S OLD KINGS - 12/2/24-1/2/25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	32986-21099 12/24	\$25.76	3055 CR 13 PUMP 12.03.24-01.03.25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	36350-83011 1224	\$25.66	5885 E HIGHWAY 100 #GATE 12.04.24-01.06.25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	45806-91493 1224	\$30.22	201 AIRPORT RD # ENTRANCESIGN 12.04.24-01.06.25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	50781-74520 1224	\$13.24	LANDFILL #OL - 1700 S OLD KINGS - 12/11/24-1/11/25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	62407-23046 1224	\$12.14	120 AIRPORT RD #1B 01.03.25-01.06.25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	75671-85124 1224	\$28.35	IRRIGATION PUMP - 1769 E MOODY - 12/5/24-1/7/25
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	84309-36099 1224	\$24.04	2500 Palm Coast Pkwy NW #Library-OL11.15.-12.17.24
01/22/25	212882	FLORIDA POWER & LIGHT COMPANY	98533-59595 1224	\$27.44	279 OLD MOODY BLVD 12.04.24-01.06.25
			Check Total	\$318.62	
01/22/25	212883	FORNELL ENTERPRISES INC.	1022558	\$1,000.93	OIL FOR RESALE
01/22/25	212883	FORNELL ENTERPRISES INC.	1022620	\$354.14	OIL FOR RESALE
			Check Total	\$1,355.07	
01/22/25	212884	FRIENDS ASSISTING SENIORS &FAMILIES	846066	\$336.00	OA3E RESP DECEMBER 2024
01/22/25	212884	FRIENDS ASSISTING SENIORS &FAMILIES	ADI RESP 1224	\$840.00	ADI RESP DECEMBER 2024
01/22/25	212884	FRIENDS ASSISTING SENIORS &FAMILIES	CCE HMK PECA 1224	\$1,134.00	CSI CCE HMK PECA DECEMBER 2024
01/22/25	212884	FRIENDS ASSISTING SENIORS &FAMILIES	OA3B HMK 1224	\$1,197.00	OA3B HMK DECEMBER 2024
			Check Total	\$3,507.00	
01/22/25	212885	GA FOOD SERVICES OF PINELLAS COUNTY	SI001093346	\$2,840.60	INV#SI001093346 WK OF12/30-1/3/2025
			Check Total	\$2,840.60	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212886	REXEL USA, INC	S140858200.008	\$2,920.16	NEXUS CENTER ODP - GEXPRO - ELECTRICAL GEAR
01/22/25	212886	REXEL USA, INC	S140858200.011	\$1,053.72	NEXUS CENTER ODP - GEXPRO - ELECTRICAL GEAR
01/22/25	212886	REXEL USA, INC	S140858200.012	\$118.38	NEXUS CENTER ODP - GEXPRO - ELECTRICAL GEAR
			Check Total	\$4,092.26	
01/22/25	212887	GIDDENS SECURITY CORP	23472856	\$3,182.40	INV#23472856- Security Guard Services-GSB-1/7/25
01/22/25	212887	GIDDENS SECURITY CORP	23472857	\$12,907.93	INV#23472857-Security Guard Services-JC- 1/7/25
01/22/25	212887	GIDDENS SECURITY CORP	23472858	\$328.24	SECURITY FOR GROWTH MGMT BOARD MEETINGS
			Check Total	\$16,418.57	
01/22/25	212888	GRACE COMMUNITY FOOD PANTRY	OTR 1 24-25	\$9,000.00	FOOD PANTRY SERVICES FOR FLAGLER RESIDENTS
			Check Total	\$9,000.00	
01/22/25	212889	GRAYBAR ELECTRIC INC.	9339249976	\$10,395.00	NEXUS CENTER ODP - GRAYBAR
01/22/25	212889	GRAYBAR ELECTRIC INC.	9339601361	\$9,808.00	NEXUS CENTER ODP - GRAYBAR
01/22/25	212889	GRAYBAR ELECTRIC INC.	9339715555	\$2,906.00	NEXUS CENTER ODP - GRAYBAR
			Check Total	\$23,109.00	
01/22/25	212890	HALIFAX PAVING INC	PAY APP 006	\$394,178.11	OLD HAW CREEK FROM 304 TO SR 100
			Check Total	\$394,178.11	
01/22/25	212891	HAYES PIPE SUPPLY INC.	1084858	\$5,957.75	NEXUS CENTER ODP - HAYES PIPE SUPPLY
			Check Total	\$5,957.75	
01/22/25	212892	HEALTHCARE SOLUTIONS SERVICES LLC	1508	\$5,533.50	HEALTHCARE SOLUTIONS OA3E RESP INV#1508 DECEMBER24
01/22/25	212892	HEALTHCARE SOLUTIONS SERVICES LLC	1509	\$14,227.50	HEALTHCARE SOLUTIONS ADI RESP DECEMBER 2024
01/22/25	212892	HEALTHCARE SOLUTIONS SERVICES LLC	1510	\$9,261.00	HEALTHCARE SOLUTIONS CCE HMK RESP PECA INV#1510
01/22/25	212892	HEALTHCARE SOLUTIONS SERVICES LLC	1518	\$5,097.75	HEALTHCARE SOLUTIONS OA3B HMK INV#1518 DEC 24
			Check Total	\$34,119.75	
01/22/25	212893	PROFESSIONAL FUNERAL AND CREMATION SERVICES	B000365	\$600.00	INDIGENT CREMATION KRUPA B000365
01/22/25	212893	PROFESSIONAL FUNERAL AND CREMATION SERVICES	RO B000366	\$600.00	INDIGENT CREMATION SCARBOROUGH RO B000366
			Check Total	\$1,200.00	
01/22/25	212894	HOWARD INDUSTRIES, INC.	5223512024	\$2,308.50	75 - Adobe Standard Licenses
01/22/25	212894	HOWARD INDUSTRIES, INC.	5223892024	\$2,010.00	10 - Thinkpad Docking Stations
01/22/25	212894	HOWARD INDUSTRIES, INC.	5229202025	\$209.00	4 Adobe Pro Licenses - 1 Yr.

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$4,527.50	
01/22/25	212895	INDIGITAL TELECOM	19694	\$4,758.00	Routing Services Jan 2025 - E-911
			Check Total	\$4,758.00	
01/22/25	212896	INSIGHT PUBLIC SECTOR, INC.	1101228609	\$714.40	2 - Lenovo P12 Tablets - Court Admin
			Check Total	\$714.40	
01/22/25	212897	INSPIRE PLACEMAKING COLLECTIVE INC.	2301018	\$1,028.30	23-001P - COMPREHENSIVE PLAN THRU 12.28.24
			Check Total	\$1,028.30	
01/22/25	212898	INTERIM HHA	CCE PECA 1224	\$383.25	HHS INTERIM CCE PECA DECEMBER 2024
01/22/25	212898	INTERIM HHA	OA3E RESP 1224	\$819.00	HHS INTERIM OA3E RESP DECEMBER 2024
			Check Total	\$1,202.25	
01/22/25	212899	J&J AUTO BODY, INC	9941UJ	\$8,592.92	FCSO 7406 AUTO BODY REPAIR
			Check Total	\$8,592.92	
01/22/25	212900	KYOCERA DOCUMENT SOLUTIONS AMERICA. INC	55V1414616	\$46.20	MAINTENANCE OF EQUIPMENT
			Check Total	\$46.20	
01/22/25	212901	LEVEL 3 COMMUNICATIONS LLC	720238130	\$1,989.38	Jan 2025 VPN Court Innov
			Check Total	\$1,989.38	
01/22/25	212902	RELX INC.	3095410501	\$756.00	Annual digital access to L N Primary Enhanced
01/22/25	212902	RELX INC.	3095475446	\$756.00	Annual digital access to L N Primary Enhanced
01/22/25	212902	RELX INC.	3095495983	\$279.00	LEXIS NEXIS SUBSCRIPTION 12.1.24-.12.31.24
01/22/25	212902	RELX INC.	3095505423	\$756.00	Annual digital access to L N Primary Enhanced
			Check Total	\$2,547.00	
01/22/25	212903	LOGAN CHAMBERLAIN	2025 1ST QTR REIMB	\$40.00	VOLUNTEER REIMBURSEMENT OCT 24 - DEC 24
			Check Total	\$40.00	
01/22/25	212904	M & B TREE SERVICE, LLC	9563	\$780.95	TREE REMOVAL - 117 HERNANDEZ
			Check Total	\$780.95	
01/22/25	212905	MCGRATH RENTCORP AND SUBSIDIARIES	301614837	\$512.50	STORAGE BUILDING RENT - STATION 92
			Check Total	\$512.50	
01/22/25	212906	MCKINNON & MCKINNON, P.A.	2025 01 03 OLD DIXIE	\$550.00	PROF FEES - DEC 2024
			Check Total	\$550.00	
01/22/25	212907	MFB FINANCIAL INC	IN1795	\$1,661.92	IN1795 December 2024 MFB Fees
			Check Total	\$1,661.92	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212908	MICHAEL KRESS	2025 1ST QTR REIMB	\$60.00	VOLUNTEER REIMBURSEMENT OCT 24 - DEC 24
			Check Total	\$60.00	
01/22/25	212909	RUSSOM'S MARINE OCALA, INC.	12312024	\$17,306.80	PURCHASE OF WATER RESCUE BOATS
			Check Total	\$17,306.80	
01/22/25	212910	MOBILE INTEGRATE, INC	1721-1	\$32,314.70	Rugged Tablet Replacements - Fire Rescue
01/22/25	212910	MOBILE INTEGRATE, INC	1899	\$175.00	5 - Rugged Tablet Power Adapters
01/22/25	212910	MOBILE INTEGRATE, INC	1922	\$75.00	5 - Power Cords - Rugged Tablets Fire Rescue
			Check Total	\$32,564.70	
01/22/25	212911	NABORS, GIBLIN & NICKERSON PA	220 24094 51567 GTS	\$630.00	PROF SERVICES - DEC 2024 (Robaina)
01/22/25	212911	NABORS, GIBLIN & NICKERSON PA	TPA-25-001	\$25,963.60	REFUNDING REVENUE BONDS, SERIES 2024
			Check Total	\$26,593.60	
01/22/25	212912	NATIONAL AUTO PARTS WAREHOUSE, LLC	118-00141814	\$162.78	AUTOMOTIVE PARTS AND SUPPLIES
			Check Total	\$162.78	
01/22/25	212913	NATIONAL FIRE PROTECTION ASSOC.	0035726S 2025	\$1,725.00	FIRE CODES SUBSCRIPTION
			Check Total	\$1,725.00	
01/22/25	212914	NEWSBANK, INC.	RTRN1144895	\$6,596.00	Renewal of News online subscriptions 10.24 - 11.25
			Check Total	\$6,596.00	
01/22/25	212915	NEXTERA ENERGY SERVICES	1100218551 1124	\$1,253.21	FCSO INMATE FAC - 1002 JUSTICE - 9/28/24-10/30/24
			Check Total	\$1,253.21	
01/22/25	212916	NORTH AMERICAN FIRE PROTECTION LLC	10	\$315.00	INV#10- REPAIR BACKFLOW LEAK- AIRPORT
			Check Total	\$315.00	
01/22/25	212917	NORTHEAST FLORIDA REGIONAL COUNCIL	25-047	\$11,020.00	2nd Qtr Dues FY 24/25
			Check Total	\$11,020.00	
01/22/25	212918	OPEN DOOR RE-ENTRY AND RECOVERY MINISTRY, INC	OTR 1 24/25	\$2,250.00	Recovery Program 1ST OTR OCTOBER- DECEMBER 2024
			Check Total	\$2,250.00	
01/22/25	212919	OTIS ELEVATOR COMPANY	100401793327	\$233.00	ELEVATOR INSPECTIONS ATCT
			Check Total	\$233.00	
01/22/25	212920	PALM COAST OBSERVER LLC	24-00416F	\$40.00	ADVERT FOR ITB 25-011P-AVIATION TERMINAL
01/22/25	212920	PALM COAST OBSERVER LLC	24-00464F	\$370.50	INV # 24-00464F 2024-2025 BUDGET SUMMARY LEGAL ADV
			Check Total	\$410.50	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212921	PALM COAST SIGNS & GRAPHICS INC	24-1833	\$325.00	PARKS - BINGS LANDING SIGN
01/22/25	212921	PALM COAST SIGNS & GRAPHICS INC	25-03	\$1,050.00	EOC DISPLAY SIGNAGE
			Check Total	\$1,375.00	
01/22/25	212922	PALM POINTE HOLDINGS	R001997	\$1,500.00	RENT ASSIST DIXON R001997
			Check Total	\$1,500.00	
01/22/25	212923	PFM FINANCIAL ADVISORS LLC	134205	\$13,000.00	FINANCIAL ADVISOR - CAP IMP REV NOTE SER 2024A&B
			Check Total	\$13,000.00	
01/22/25	212924	POLICY CONFLUENCE, INC.	19910	\$18,500.00	POLCO SUBSCRIPTION 10.31.2024-10.30.2025
			Check Total	\$18,500.00	
01/22/25	212925	R & K CERTIFIED ROOFING OF FLORIDA	5197	\$2,405.00	ROOF REPAIRS - ACC
			Check Total	\$2,405.00	
01/22/25	212926	R & R REBAR FABRICATORS, INC	INV-060289	\$15,879.77	NEXUS CENTER ODP - R&R REEBAR FABRICATORS
01/22/25	212926	R & R REBAR FABRICATORS, INC	INV-060320	\$20,890.26	NEXUS CENTER ODP - R&R REEBAR FABRICATORS
01/22/25	212926	R & R REBAR FABRICATORS, INC	INV-060321	\$2,156.80	NEXUS CENTER ODP - R&R REEBAR FABRICATORS
			Check Total	\$38,926.83	
01/22/25	212927	R&G FLORIDA RENTAL LLC	R001998	\$1,500.00	RENT ASSIST BURNS R001998
			Check Total	\$1,500.00	
01/22/25	212928	RAYMOND CARDONA	2025 1ST QTR REIMB	\$50.00	VOLUNTEER REIMBURSEMENT OCT 24 - DEC 24
			Check Total	\$50.00	
01/22/25	212929	ALMBERG, AARON	11548-2 - ALMBERG	\$900.00	11548-2 - PPP COTTAGE#2 - DOUBLE CHARGE
			Check Total	\$900.00	
01/22/25	212930	ANDERSON, KATELYN	10452-1 - ANDERSON	\$50.00	10452-1 - HAMMOCK CC - CANCELLATION
			Check Total	\$50.00	
01/22/25	212931	ANDERSON, KATELYN	10452-2 - ANDERSON	\$100.00	10452-2 - HAMMOCK CC - CANCELLATION
			Check Total	\$100.00	
01/22/25	212932	ANDERSON, KATELYN	10452-3 - ANDERSON	\$120.00	10452-3 - HAMMOCK CC - CANCELLATION
			Check Total	\$120.00	
01/22/25	212933	ANTHONY, ALYAH	11398 - ANTHONY	\$100.00	11398 - ESPANOLA CC
			Check Total	\$100.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212934	ANTOLIK, LOREN	10098 - ANTOLIK	\$600.00	10098 - PPP - COTTAGE#1, 2 & 3
			Check Total	\$600.00	
01/22/25	212935	BARZSO, KIM	11614 - BARZSO	\$100.00	11614 - PPP - PAVILION
			Check Total	\$100.00	
01/22/25	212936	BEMONTE, CHRISTA	11465 - BEMONTE	\$100.00	11465 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212937	BENNETT, CAROL	11478 - BENNETT	\$100.00	11478 - HAW CREEK CC
			Check Total	\$100.00	
01/22/25	212938	BRADY, KATHLEEN	11428-1 - BRADY	\$20.00	11428-1 - BAY DR PARK PAVILION - REFUND
			Check Total	\$20.00	
01/22/25	212939	BRADY, KATHLEEN	11428-2 - BRADY	\$80.00	11428-2 - BAY DR PARK-PAV-CANCELLATION
			Check Total	\$80.00	
01/22/25	212940	BRADY, KATHLEEN	11428 - BRADY	\$100.00	11428 - BAY DR PARK - PAV - CANCELLATION
			Check Total	\$100.00	
01/22/25	212941	BREED, CINDY	11494-1 - BREED	\$20.00	11494-1 - BETTY STEFLIK PAV - REFUND
			Check Total	\$20.00	
01/22/25	212942	BREED, CINDY	11494 - BREED	\$100.00	11494 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	
01/22/25	212943	CALLAWAY, JOELLA	10286 - CALLAWAY	\$200.00	10286 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/22/25	212944	CAMACHO, ADRIANA	9947 - CAMACHO	\$100.00	9947 - CATTLEMANS HALL
			Check Total	\$100.00	
01/22/25	212945	CAMACHO, ADRIANA	9948 - CAMACHO	\$100.00	9948 - CATTLEMANS HALL
			Check Total	\$100.00	
01/22/25	212946	CAMACHO, ADRIANA	9948-1 - CAMACHO	\$200.00	9948-1 - CATTLEMANS HALL - REFUND
			Check Total	\$200.00	
01/22/25	212947	CAUFIELD, JUSTINA	11463 - CAUFIELD	\$100.00	11463 - ESPANOLA CC
			Check Total	\$100.00	
01/22/25	212948	CELLURA, NICK	11351 - CELLURA	\$100.00	11351 - PPP - PAVILION
			Check Total	\$100.00	
01/22/25	212949	CHANDLER, FAWN	11319 - CHANDLER	\$175.00	11319 - BC CAMPING - CANCELLATION
			Check Total	\$175.00	
01/22/25	212950	CLARK, ELIZABETH	10426 - CLARK	\$200.00	10426 - PPP - COTTAGE#2

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$200.00	
01/22/25	212951	COLMONE, MICHELA	11450 - COLMONE	\$100.00	11450 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212952	COYLE, BETH	11537 - COYLE	\$70.00	11537 - BC CAMPING - CANCELLATION
			Check Total	\$70.00	
01/22/25	212953	CRONK, JASON	11259 - CRONK	\$100.00	11259 - PPP - PAVILION
			Check Total	\$100.00	
01/22/25	212954	DAN WILCOX	11462-1 - WILCOX	\$30.00	11462-1 - HAW CREEK CC - REFUND
			Check Total	\$30.00	
01/22/25	212955	DIZILLO, DIANE	10882 - DIZILLO	\$175.00	10882 - BC CAMPING - CANCELLATION
			Check Total	\$175.00	
01/22/25	212956	DUBOVYK, OLHA	11311 - DUBOVYK	\$100.00	11311 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212957	EDENFIELD, BRANDI	11166 - EDENFIELD	\$200.00	11166 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/22/25	212958	FLAGLER BEACH DEMOCRATIC CLUB	11485-FB DEMOCRATIC	\$100.00	11485 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	
01/22/25	212959	FLAGLER, SOFIA	11180 - FLAGLER	\$100.00	11180 - CATTLEMANS HALL
			Check Total	\$100.00	
01/22/25	212960	GARY, MARY	10824 - GARY	\$200.00	10824 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/22/25	212961	GOPIE, SHERI	10633-1 - GOPIE	\$50.00	10633-1 - HAMMOCK CC - REFUND
			Check Total	\$50.00	
01/22/25	212962	GOPIE, SHERI	10633 - GOPIE	\$100.00	10633 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212963	GREBNEV, ALEKSEI	11469 - GREBNEV	\$100.00	11469 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212964	GRIFFIN, CHRISTINE	11368 - GRIFFIN	\$200.00	11368 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/22/25	212965	GRIFFIN, KATHY	11539-1 - GRIFFIN	\$200.00	11539-1 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$200.00	
01/22/25	212966	GRIFFIN, KATHY	11539-2 - GRIFFIN	\$375.00	11539-2 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$375.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212967	HARPER, ARNECIA	11560 - HARPER	\$100.00	11560 - ESPANOLA CC
			Check Total	\$100.00	
01/22/25	212968	HARRISON, ROBIN	11231 - HARRISON	\$100.00	11231 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212969	HODGE, STEART	9041 - HODGE	\$200.00	9041 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/22/25	212970	HOPKINS, MARCIA	11533 - HOPKINS	\$200.00	11533 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/22/25	212971	HUNTER, CRAIG	10191 - HUNTER	\$210.00	10191 - BC CAMPING - CANCELLATION
			Check Total	\$210.00	
01/22/25	212972	JOHNSON, CHRISTIAN	10376 - JOHNSON	\$100.00	10376 - PPP - OPEN FIELD
			Check Total	\$100.00	
01/22/25	212973	JOHNSON, CHRISTIAN	10493 - JOHNSON	\$200.00	10493 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/22/25	212974	JW SITE DEVELOPMENT INC	10817 - JW SITE DEV	\$100.00	10817 - PELLICER CC
			Check Total	\$100.00	
01/22/25	212975	KELLY, SARAH	10173 - KELLY	\$200.00	10173 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/22/25	212976	KOZIOL, ANNE NICCOLETTE	11096 - KOZIOL	\$200.00	11096 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/22/25	212977	LANDRY, PAUL	10276 - LANDRY	\$175.00	10276 - BC CAMPING - CANCELLATION
			Check Total	\$175.00	
01/22/25	212978	LANTIER, SARAH	11446 - LANTIER	\$100.00	11446 - BAY DRIVE PARK PAVILION
			Check Total	\$100.00	
01/22/25	212979	LAURIA, MICKEYJ	11439 - LAURIA	\$100.00	11439 - BETTY STEFLIK PAVILION
			Check Total	\$100.00	
01/22/25	212980	LESTER, GARY	10705 - LESTER	\$200.00	10705 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/22/25	212981	MARKT-REARDON, SANDRA	11448-1-MARK-REARDON	\$200.00	11448-1 - PPP COTTAGE#3-CANCELLATION
			Check Total	\$200.00	
01/22/25	212982	MARKT-REARDON, SANDRA	11448-2-MARK-REARDON	\$500.00	11448-2 - PPP COTTAGE#3-CANCELLATION
			Check Total	\$500.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	212983	MARSHALL, AN	11440 - MARSHALL	\$200.00	11440 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/22/25	212984	MCDANIEL, JODY	10702 - MCDANIEL	\$100.00	10702 - BINGS LANDING - N PAVILION
			Check Total	\$100.00	
01/22/25	212985	MCKAY, SANDRA	11492 - MCKAY	\$100.00	11492 - PELLICER CC
			Check Total	\$100.00	
01/22/25	212986	MEDDERS-PIERCE, DWAN	11479-MEDDERS-PIERCE	\$100.00	11479 - HIDDEN TRAILS CC
			Check Total	\$100.00	
01/22/25	212987	MELVIN, KEYSHONE	11505 - MELVIN	\$100.00	11505 - ESPANOLA CC
			Check Total	\$100.00	
01/22/25	212988	MENDEZ, ERICKA	11400 - MENDEZ	\$100.00	11400 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212989	MILES, BRYN	8824 - MILES	\$200.00	8824 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/22/25	212990	MORALES, SHANNON	10892 - MORALES	\$100.00	10892 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212991	MOREAU, HEIDI	11433 - MOREAU	\$100.00	11433 - HAMMOCK PAVILION
			Check Total	\$100.00	
01/22/25	212992	MORRISON, CHRISTY	11420 - MORRISON	\$100.00	11420 - HAMMOCK PAVILION
			Check Total	\$100.00	
01/22/25	212993	MORRISON, CHRISTY	11453 - MORRISON	\$100.00	11453 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212994	MURPH, GINNY	11374 - MURPH	\$200.00	11374 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/22/25	212995	NATASHA GRIFFIS	10438-1 - GRIFFIS	\$125.00	10438-1 - PPP COTTAGE#2 - REFUND
			Check Total	\$125.00	
01/22/25	212996	NEW TIKHVIN SKETE OF THE HOLY MOTHER OF	10537 - NEW TIKHVIN	\$100.00	10537 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	
01/22/25	212997	NILSEN, ANDREA	11060 - NILSEN	\$100.00	11060 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	212998	NORRIS, KYRA	11107 - NORRIS	\$100.00	11107 - PPP - OPEN FIELD

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$100.00	
01/22/25	212999	OLSEN, TRACI	10383-1 - OLSEN	\$50.00	10383-1 - HAMMOCK CC - REFUND
			Check Total	\$50.00	
01/22/25	213000	OPSAHL, CHRISTINA	9877 - OPSAHL	\$200.00	9877 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/22/25	213001	ORTIZ, STEPAHNIE	11430 - ORTIZ	\$100.00	11430 - WADSWORTH PARK - SM PAVILION
			Check Total	\$100.00	
01/22/25	213002	PELLETIER, VICKI	11208 - PELLETIER	\$175.00	11208 - BC CAMPING - CANCELLATION
			Check Total	\$175.00	
01/22/25	213003	ROBERTS, SARAH	11451 - ROBERTS	\$100.00	11451 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	213004	ROBINETTE, MARIAH	9199-1 - ROBINETTE	\$100.00	9199-1 - PPP PAVILION - CANCELLATION
			Check Total	\$100.00	
01/22/25	213005	ROBINETTE, MARIAH	9212-1 - ROBINETTE	\$100.00	9212-1 - PPP OPEN FIELD - CANCELLATION
			Check Total	\$100.00	
01/22/25	213006	ROBINETTE, MARIAH	9199-2 - ROBINETTE	\$46.73	9199-2 - PPP PAVILION - CANCELLATION
			Check Total	\$46.73	
01/22/25	213007	ROBINETTE, MARIAH	9199-3 - ROBINETTE	\$3.27	9199-3 - PPP PAVILION - CANCELLATION
			Check Total	\$3.27	
01/22/25	213008	ROBINETTE, MARIAH	10880-1 - ROBINETTE	\$200.00	10880-1-PPP OPEN FIELD &PAV-CANCELLATION
			Check Total	\$200.00	
01/22/25	213009	ROBINETTE, MARIAH	9212-2 - ROBINETTE	\$100.00	9212-2 - PPP OPEN FIELD - CANCELLATION
			Check Total	\$100.00	
01/22/25	213010	ROBINETTE, MARIAH	10880-2 - ROBINETTE	\$150.00	10880-2 - PPP OF & PAV - CANCELLATION
			Check Total	\$150.00	
01/22/25	213011	RODEA, ANNA	10538 - RODEA	\$100.00	10538 - HAMMOCK CC
			Check Total	\$100.00	
01/22/25	213012	RODKIN, CHRISTY	10831 - RODKIN	\$200.00	10831 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/22/25	213013	ROSARIO, JANINE	11157 - ROSARIO	\$100.00	11157 - BETTY STEFLIK PAVILION

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$100.00	
01/22/25	213014	SALOOM, MARC	10231 - SALOOM	\$200.00	10231 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/22/25	213015	SHEPHARD, SHANNON	11490 - SHEPHARD	\$100.00	11490 - BETTY STEFLIK - PAVILION
			Check Total	\$100.00	
01/22/25	213016	SMITH, HEATHER	7208-1 - SMITH	\$200.00	7208-1 - PPP COTTAGE#1 - CANCELLATION
			Check Total	\$200.00	
01/22/25	213017	SMITH, HEATHER	7208-2 - SMITH	\$223.21	7208-2 - PPP COTTAGE#1 - CANCELLATION
			Check Total	\$223.21	
01/22/25	213018	SMITH, HEATHER	7208-3 - SMITH	\$26.79	7208-3 - PPP COTTAGE#1 - CANCELLATION
			Check Total	\$26.79	
01/22/25	213019	SMITH, HEATHER	7208-4 - SMITH	\$125.00	7208-4 - PPP COTTAGE#1 - CANCELLATION
			Check Total	\$125.00	
01/22/25	213020	SMITH, KAY	8825 - SMITH	\$200.00	8825 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/22/25	213021	SPIRIT LIFE WORSHIP CHURCH	8958 - SPIRIT LIFE	\$100.00	8958 - ST JOHNS CC
			Check Total	\$100.00	
01/22/25	213022	STIBAL, ELIZABETH	11536 - STIBAL	\$200.00	11536 - PPP - COTTAGE#2
			Check Total	\$200.00	
01/22/25	213023	TAYLOR, CARLA	11288 - TAYLOR	\$100.00	11288 - HAW CREEK CC
			Check Total	\$100.00	
01/22/25	213024	THOMASON, CHRISTELLE	11443 - THOMASON	\$200.00	11443 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/22/25	213025	THOMPSON, ELIZABETH	11227 - THOMPSON	\$40.00	11227 - PPP CAMPING - CANCELLATION
			Check Total	\$40.00	
01/22/25	213026	TOLLEFSON, EDWARD	11543 - TOLLEFSON	\$20.00	11543 - PPP CAMPING - CANCELLATION
			Check Total	\$20.00	
01/22/25	213027	TURNER, MICHELLE	11194 - TURNER	\$40.00	11194 - PPP CAMPING - CANCELLATION
			Check Total	\$40.00	
01/22/25	213028	WATKINS, ROBERT	8795 - WATKINS	\$200.00	8795 - PPP - COTTAGE#1
			Check Total	\$200.00	
01/22/25	213029	WAY, TRACEY	11163 - WAY	\$100.00	11163 - HAW CREEK CC
			Check Total	\$100.00	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/22/25	213030	WIGHT, WILLIAM	8841 - WIGHT	\$200.00	8841 - PPP - COTTAGE#3
			Check Total	\$200.00	
01/22/25	213031	WIGHT, WILLIAM	11426-1 - WIGHT	\$625.00	11426-1 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$625.00	
01/22/25	213032	WIGHT, WILLIAM	11426-2 - WIGHT	\$200.00	11426-2 - PPP - COTTAGE#3 - CANCELLATION
			Check Total	\$200.00	
01/22/25	213033	WILCOX, DAN	11462 - WILCOX	\$100.00	11462 - HAW CREEK CC
			Check Total	\$100.00	
01/23/25	213067	RING POWER CORPORATION	00WE0238576	\$890.24	INV#00WE0238576-Generator Repairs-EOC-11/27/2024
01/23/25	213067	RING POWER CORPORATION	18PC0335926	\$84.04	EQUIPMENT PARTS AND REPAIRS -8821
01/23/25	213067	RING POWER CORPORATION	18WE0334857	\$2,067.81	INV#18WE0334857-ENERGY PLANT-GENERATOR REPAIR- 1/5
01/23/25	213067	RING POWER CORPORATION	18WE0345814	\$1,377.34	INV#18WE0345814- JAILTOWER- GENERATOR REPAIR-1/8
			Check Total	\$4,419.43	
01/23/25	213068	RISK MANAGEMENT ASSOCIATES INC	18304567	\$750.00	CRIME- INCREASE THEFT COVERAGE
			Check Total	\$750.00	
01/23/25	213069	ROGERS TOWING & RECOVERY SERVICE IN	0257653	\$300.00	FCT 122 TOWING
01/23/25	213069	ROGERS TOWING & RECOVERY SERVICE IN	0259054	\$364.00	FCSO 7315 TOWING
			Check Total	\$664.00	
01/23/25	213070	RSINET, LLC	8289	\$180.00	DATA SERVICE FOR PILOTS
			Check Total	\$180.00	
01/23/25	213071	SHI INTERNATIONAL CORP.	B19001738	\$2,785.95	MS Office for SAO
			Check Total	\$2,785.95	
01/23/25	213072	SKYBASE COMMUNICATIONS LLC	37241	\$198.00	MONTHLY SATELLIT PHONE SERVICE
			Check Total	\$198.00	
01/23/25	213073	SKYLINE ELEVATORS INC.	221204	\$1,432.00	INV#221204-Monthly Elevator Maintenance-DEC24
01/23/25	213073	SKYLINE ELEVATORS INC.	221205	\$65.00	INV#221205-Monthly Elevator Maint- Airport- DEC24
01/23/25	213073	SKYLINE ELEVATORS INC.	221206	\$4,995.72	INV#221206- REPLACE HYDRAULIC JACK SEAL- JC-12.24
01/23/25	213073	SKYLINE ELEVATORS INC.	221515	\$682.50	INV#221515- REPLACE LEADING EDGE- JC-CAR 4-1/7/25
01/23/25	213073	SKYLINE ELEVATORS INC.	221587	\$2,113.38	INV#221587- JC- ELEVATOR 4 -REPLACE DETECTOR EDGES
			Check Total	\$9,288.60	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/25	213074	SMA HEALTHCARE, INC.	SMA QTR 1 24/25	\$43,325.00	SMA HEALTHCARE PROGRAM 1st QTR OCT-DEC 2024
			Check Total	\$43,325.00	
01/23/25	213075	ST AUGUSTINE ELECTRIC MOTOR WORKS	102645	\$2,523.98	MOTORS FOR HANGAR DOORS
			Check Total	\$2,523.98	
01/23/25	213076	STANDARD INSURANCE COMPANY	Jan 2025 Basic Life	\$1,764.81	January 2025 Basic Life
			Check Total	\$1,764.81	
01/23/25	213077	STEPHEN C KENNY & ASSOCIATES	2501	\$13,950.00	ROOF REPLACEMENT 6 BLASSDELL
			Check Total	\$13,950.00	
01/23/25	213078	SUMMIT HOME HEALTHCARE PRODUCTS	ADI SCSM 1224	\$282.61	SS SUMMIT ADI SCSM DECEMBER 2024
01/23/25	213078	SUMMIT HOME HEALTHCARE PRODUCTS	CCE SCSM 1224	\$457.56	SS SUMMIT CCE SCSM DECEMBER 2024
01/23/25	213078	SUMMIT HOME HEALTHCARE PRODUCTS	OA3B MATE 1224	\$355.74	SS SUMMIT OA3B MATE DECEMBER 2024
01/23/25	213078	SUMMIT HOME HEALTHCARE PRODUCTS	OA3ES SCSM 1224	\$842.22	SS SUMMIT OA3ES SCSM DECEMBER 2024
01/23/25	213078	SUMMIT HOME HEALTHCARE PRODUCTS	SCSV HCE 1224	\$145.50	SS SUMMIT SCSV HCE DECEMBER 2024
			Check Total	\$2,083.63	
01/23/25	213079	SUNOCO LP	41007317-1	(\$19,397.82)	BULK FUEL-CREDIT FOR INV#41007317
01/23/25	213079	SUNOCO LP	50009269	\$20,754.26	BULK FUEL
			Check Total	\$1,356.44	
01/23/25	213080	SUNOCO LP	50020230	\$20,856.44	BULK FUEL
			Check Total	\$20,856.44	
01/23/25	213081	SUNOCO LP	50025788	\$21,226.24	BULK FUEL
			Check Total	\$21,226.24	
01/23/25	213082	SWANK MOVIE LICENSING USA INC.	3797912	\$1,691.00	Renewal of public performance site license
			Check Total	\$1,691.00	
01/23/25	213083	TECO PEOPLES GAS	211012619618 1124	\$994.68	FCSO INMATE FAC - 1002 JUSTICE - 10/31/24-11/26/24
			Check Total	\$994.68	
01/23/25	213084	TECTA AMERICA SOUTHEAST, LLC	S176777	\$1,200.00	ROOF REPAIR - STATION 92
01/23/25	213084	TECTA AMERICA SOUTHEAST, LLC	S176434	\$1,200.00	UNIT 295 ROOF REPAIRS
01/23/25	213084	TECTA AMERICA SOUTHEAST, LLC	S176435	\$1,150.00	1000 AVIATION DR ROOF LEAKS
01/23/25	213084	TECTA AMERICA SOUTHEAST, LLC	S176777	\$1,200.00	170 AVIATION DR ROOF REPAIRS

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$4,750.00	
01/23/25	213085	TERRANCE E. SCHMIDT, P.A.	2024.0138D	\$8,958.00	Hammock Harbour v. Flagler Mediation
			Check Total	\$8,958.00	
01/23/25	213086	THE EARLY LEARNING COALITION OF FLAGLER & VOLUSIA	CHILDCARE 1ST QTR 24	\$15,800.00	CHILDCARE PROGRAM 1ST QTR OCTOBER-DECEMBER 2024
			Check Total	\$15,800.00	
01/23/25	213087	THE FIORENTINO GROUP LLC	10317	\$6,000.00	State Lobbyist Services February 2025
			Check Total	\$6,000.00	
01/23/25	213088	THEODORE M BARNHILL	R001995	\$1,500.00	RENT ASSIST CARDENAS R001995
			Check Total	\$1,500.00	
01/23/25	213089	THRIVE OPERATIONS, LLC	INV00394789	\$271.68	PRIVATE CLOUD AND STORAGE
			Check Total	\$271.68	
01/23/25	213090	TOUCHPOINT INC.	175978	\$34,773.21	Access Point Maint 11.6.24 - 11.5.25 Per TPIQ37811
			Check Total	\$34,773.21	
01/23/25	213091	TWC SERVICES, INC	7397064-1	\$5,581.50	INV#7397064-1-REPLACE DISPOSAL- INMATE FACILITY
			Check Total	\$5,581.50	
01/23/25	213092	ULINE, INC.	186614472	\$4,878.76	WAREHOUSE SHLEVING
			Check Total	\$4,878.76	
01/23/25	213093	UNIVERSITY OF FLORIDA	I000134264	\$4,058.63	FLAGLER COUNTY SEA GRANT MC AG 10.1.24-12.31.24
			Check Total	\$4,058.63	
01/23/25	213094	US WATER SERVICES CORPORATION	SI106822	\$209.88	MONTHLY LIFT STATION INSPECTIONS
01/23/25	213094	US WATER SERVICES CORPORATION	SI108180	\$209.88	MONTHLY LIFT STATION INSPECTIONS
			Check Total	\$419.76	
01/23/25	213095	VERIZON WIRELESS	6101956607	\$222.20	WIRELESS PHONE SERVICE
			Check Total	\$222.20	
01/23/25	213096	W.W. GRAINGER, INC	9364394149	\$148.70	EOC WALL ADHESIVE
			Check Total	\$148.70	
01/23/25	213097	WALTER WILLIAMS PROPERTIES, INC.	R002001	\$1,250.00	RENT ASSIST PETERKIN R002001
			Check Total	\$1,250.00	
01/23/25	213098	WASTE MANAGEMENT INC. OF FLORIDA	739-4636-0	\$306.26	LANDFILL TIPPING FEES- R&B & PARKS & FACILITIES
01/23/25	213098	WASTE MANAGEMENT INC. OF FLORIDA	770-4636-5	\$202.50	LANDFILL TIPPING FEES-ROAD & BRIDGE
01/23/25	213098	WASTE MANAGEMENT INC. OF FLORIDA	788-4636-7	\$404.70	LANDFILL TIPPING FEES- R&B & FACILITIES

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Invoices Processed for period 01/18/25 to 01/24/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$913.46	
01/23/25	213099	WITMER PUBLIC SAFETY GROUP	INV558974	\$1,825.25	FIRE EQUIPMENT, TOOLS, PPE
01/23/25	213099	WITMER PUBLIC SAFETY GROUP	INV558975	\$1,578.98	FIRE EQUIPMENT, TOOLS, PPE
01/23/25	213099	WITMER PUBLIC SAFETY GROUP	INV602331	\$985.10	FIRE EQUIPMENT, TOOLS, PPE
01/23/25	213099	WITMER PUBLIC SAFETY GROUP	INV610662	\$91.63	FIRE EQUIPMENT, TOOLS, PPE
			Check Total	\$4,480.96	
			Report Total	\$6,225,922.27	

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

Invoices Processed for period 01/25/25 to 01/31/25

Item 6a(2)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
01/23/25	2433	P&A ADMINISTRATIVE SERVICES, INC	01.22.2025	\$1,136.00	P&A Flexible Spending 01.20.2025 - 01.21.2025
			Check Total	\$1,136.00	
01/23/25	2434	OPTUMRX PBM OF ILLINOIS, INC	INV1545620	\$88,581.03	INV1545620 Flagler 01.01.2025 - 01.15.2025
			Check Total	\$88,581.03	
01/23/25	2435	OPTUMRX PBM OF ILLINOIS, INC	INV1547448	\$3,771.00	INV1547448 Flagler 01.01.2025 - 01.15.2025
			Check Total	\$3,771.00	
01/24/25	2436	NATIONWIDE RETIREMENT SOLUTIONS INC	01242025	\$10,760.56	Payroll Run 1 - Warrant 250124
			Check Total	\$10,760.56	
01/24/25	2437	P&A ADMINISTRATIVE SERVICES, INC	01.23.2025	\$1,101.36	P&A Flexible Spending 01.22.2025
			Check Total	\$1,101.36	
01/24/25	2438	EXPERT PAY - CHILD SUPPORT WIRE	01242025	\$970.28	Payroll Run 1 - Warrant 250124
			Check Total	\$970.28	
01/27/25	2439	BLUE CROSS BLUE SHIELD OF FLORIDA	1000075561	\$407,335.12	December 2024 Medical & Dental Claims
			Check Total	\$407,335.12	
01/27/25	2440	P&A ADMINISTRATIVE SERVICES, INC	01.24.2025	\$1,170.41	P&A Flexible Spending 01.22.2025 - 01.23.2025
			Check Total	\$1,170.41	
01/27/25	2441	P&A ADMINISTRATIVE SERVICES, INC	01.26.2025	\$493.67	P&A Flexible Spending 01.22.2025 - 01.25.2025
			Check Total	\$493.67	
01/27/25	2442	P&A ADMINISTRATIVE SERVICES, INC	01.25.2025	\$323.87	P&A Flexible Spending 01.24.2025
			Check Total	\$323.87	
01/28/25	2443	P&A ADMINISTRATIVE SERVICES, INC	928133	(\$79.98)	P&A Flexible Spending Manual Claim
			Check Total	(\$79.98)	
01/28/25	2444	P&A ADMINISTRATIVE SERVICES, INC	01.27.2025	\$144.86	P&A Flexible Spending 01.25.2025 - 01.26.2025
			Check Total	\$144.86	
01/29/25	2445	EXPRESS TAX - TTL WIRE	013125	\$148,119.68	Payroll Run 1 - Warrant 250131
			Check Total	\$148,119.68	
01/29/25	2446	P&A ADMINISTRATIVE SERVICES, INC	01.28.2025	\$972.67	P&A Flexible Spending 01.27.2025
			Check Total	\$972.67	
01/30/25	2447	P&A ADMINISTRATIVE SERVICES, INC	01.29.2025	\$1,388.67	P&A Flexible Spending 01.27.2025 -01.29.2025
			Check Total	\$1,388.67	
01/30/25	2448	BANC OF AMERICA PUBLIC CAPITAL CORP	R100918	\$44,885.43	AIRBUS H125 INTEREST
			Check Total	\$44,885.43	
01/31/25	2449	NATIONWIDE RETIREMENT SOLUTIONS INC	013125	\$10,946.59	Payroll Run 1 - Warrant 250131
			Check Total	\$10,946.59	
01/31/25	2450	EXPERT PAY - CHILD SUPPORT WIRE	013125	\$863.53	Payroll Run 1 - Warrant 250131

			Check Total	\$863.53	
01/31/25	2451	P&A ADMINISTRATIVE SERVICES, INC	01.30.2025	\$379.86	P&A Flexible Spending 01.29.2025
			Check Total	\$379.86	
01/27/25	213100	ARGOS USA, LLC	93616976	\$2,265.25	CONCRETE- RED ROOF INN EXP
			Check Total	\$2,265.25	
01/27/25	213101	BAKER & TAYLOR, INC	5019269930	\$97.76	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019276841	\$74.60	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019276842	\$144.53	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019278267	\$117.59	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019278272	\$40.68	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019280102	\$42.06	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019286179	\$23.44	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019286180	\$173.07	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019287729	\$154.35	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019287730	\$34.08	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019287731	\$60.65	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019298379	\$98.29	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019300946	\$226.65	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019300947	\$101.76	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	5019300948	\$79.67	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	H71317600	\$27.74	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	H71337020	\$28.48	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	H71337021	\$26.24	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	H71516460	\$135.66	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
01/27/25	213101	BAKER & TAYLOR, INC	H71516461	\$29.99	LIBRARY MATERIALS AND CATALOG SUBSCRPTION
			Check Total	\$1,717.29	
01/27/25	213102	BAKER & TAYLOR, INC	H71388140	\$16.47	LIBRARY MATERIALS AND CATALOG SUBSCRPTION

			Check Total	\$16.47	
01/27/25	213103	BORLAND-GROOVER CLINIC PA	RO MO12811	\$749.98	IHC - [REDACTED] RO MO12811
01/27/25	213103	BORLAND-GROOVER CLINIC PA	RO MO12967	\$246.19	IHC - [REDACTED] RO MO12967
			Check Total	\$996.17	
01/27/25	213104	BOUND TREE MEDICAL LLC	85623566	\$3,320.01	EMS MEDICAL SUPPLIES & REPLATE
			Check Total	\$3,320.01	
01/27/25	213105	CDW GOVERNMENT LLC	AC1IU4R	\$1,797.00	Surface Pro - EM
01/27/25	213105	CDW GOVERNMENT LLC	AC1V81K	\$47,696.76	Replacement Servers
			Check Total	\$49,493.76	
01/27/25	213106	CENGAGE LEARNING INC.	84622595	\$27.99	Library Materials 2024 fiscal year
			Check Total	\$27.99	
01/27/25	213107	CHARTER COMMUNICATIONS	168030301010125	\$9,599.31	Jan. 2025
01/27/25	213107	CHARTER COMMUNICATIONS	169368801010125	\$150.00	4601 E Moody Blvd RRBC Apt F2
			Check Total	\$9,749.31	
01/27/25	213108	CITY OF BUNNELL	03-3500-01 1124	\$252.23	CATTLEMANS HALL - 160 SAWGRASS - 10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	03-3510-01 1124	\$234.17	ARENA CONCESSION - 160 SAWGRASS -10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	03-3540-01 1124	\$318.78	ARENA RESTROOMS - 160 SAWGRASS - 10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	03-3550-01 1124	\$89.92	LIFT STATION - 160 SAWGRASS - 10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	03-3560-01 1124	\$349.25	FAIRGROUNDS RESTROOM-160 SAWGRASS-10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	03-3571-00 1124	\$287.28	FCRA BALL FIELDS - 650 CR 13 - 10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	03-3572-00 1124	\$90.81	LUMBER BARN - 650 CR 13 - 10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	04-1090-01 1124	\$301.42	CARVER GYM - 201 E DRAIN - 10/31/24-11/30/24
01/27/25	213108	CITY OF BUNNELL	04-1180-01 1124	\$247.15	CARVER RESTROOMS - 201 E DRAIN - 10/31/24-11/30/24
			Check Total	\$2,171.01	
01/27/25	213109	CITY OF FLAGLER BEACH	02009 1124	\$245.73	MOODY BOAT LAUNCH - 825 MOODY - 11/13/24-12/13/24
01/27/25	213109	CITY OF FLAGLER BEACH	02010 1124	\$137.74	BETTY STEFLIK - 815 MOODY - 11/13/24-12/13/24
			Check Total	\$383.47	
01/27/25	213110	CITY OF PALM COAST	RO U003924	\$146.14	PCW ASSIST COOKE BILL#21555117
01/27/25	213110	CITY OF PALM COAST	RO U003925	\$300.00	PCW ASSIST HERON BILL#21583327
			Check Total	\$446.14	
01/27/25	213111	DS SERVICES OF AMERICA, INC.	8465615 010125	\$1,470.88	CRYSTAL WATERS-WATER DELIVERY
			Check Total	\$1,470.88	
01/27/25	213112	DUNES COMM DEV DISTRICT	002-0007-02 1124	\$142.07	OLD SALT PARK - 200 16TH RD - 11/7/24-12/6/24
01/27/25	213112	DUNES COMM DEV DISTRICT	002-0039-00 1124	\$157.81	JUNGLE HUT PARK - 125 JUNGLE HUT - 11/7/24-12/6/24
			Check Total	\$299.88	
01/27/25	213113	PHILIP CONWAY	6408	\$3,600.00	PRESSURE WASHING

			Check Total	\$3,600.00	
01/27/25	213114	FLAGLER CO CLERK OF CIRCUIT COURT &	01242025	\$16.00	Payroll Run 1 - Warrant 250124
			Check Total	\$16.00	
01/27/25	213115	FLAGLER CO PROF FIREFIGHTERS ASSO	010325	\$1,056.00	Payroll Run 1 - Warrant 250103
01/27/25	213115	FLAGLER CO PROF FIREFIGHTERS ASSO	01102025	\$1,056.00	Payroll Run 1 - Warrant 250110
01/27/25	213115	FLAGLER CO PROF FIREFIGHTERS ASSO	011725	\$1,056.00	Payroll Run 1 - Warrant 250117
01/27/25	213115	FLAGLER CO PROF FIREFIGHTERS ASSO	01242025	\$1,056.00	Payroll Run 1 - Warrant 250124
			Check Total	\$4,224.00	
01/27/25	213116	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	01242025	\$19,303.33	Payroll Run 1 - Warrant 250124
			Check Total	\$19,303.33	
01/27/25	213117	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	012425	\$2,448.99	Payroll Run 1 - Warrant 250124
			Check Total	\$2,448.99	
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	01366-80451 1224	\$27.22	WADSWORTH SCOREBOARD-2200 E MOODY-12/11/24-1/11/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	03187-55246 1224	\$70.17	RUSSELL LANDING - 1705 CR 2007 - 11/21/24-12/21/24
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	03688-49469 1224	\$352.00	WADSWORTH SKATE PARK-2200 E MOODY-12/11/24-1/11/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	03888-82060 1224	\$28.63	FAIRGROUNDS #LS - 160 SAWGRASS - 12/3/24-1/3/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	05724-42036 1224	\$27.22	WADSWORTH S SOCCER LT-2200 E MOODY-12/11/24-1/11/2
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	07003-08471 1224	\$861.37	FAIRGROUNDS #LS - 160 SAWGRASS - 12/3/24-1/3/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	13163-52549 1224	\$88.17	NOSB #ES 6TN 16 ST - 12/3/24-1/3/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	18447-64587 1224	\$58.77	FCRA RESTROOMS - 650 CR 13 - 12/3/24-1/3/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	31007-31375 1224	\$25.76	FCRA FIELD#5 PUMP - 650 CR 13 - 12/3/24-1/3/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	60028-07961 1224	\$162.73	FCRA SBALL FIELDS #6,7,8-650 CR 13-12/3/24-1/3/25
01/27/25	213118	FLORIDA POWER & LIGHT COMPANY	90600-43370 1224	\$30.58	WADSWORTH #OL - 2200 E MOODY - 12/11/24-01/11/25
			Check Total	\$1,732.62	
01/27/25	213119	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003923	\$195.81	FPL ASSIST COOKE RO U003923
			Check Total	\$195.81	
01/27/25	213120	HECTOR RIVERA	R002000	\$1,250.00	RENT ASSIST GRIFFIN R002000
			Check Total	\$1,250.00	
01/27/25	213121	NORTHEAST FLORIDA REGIONAL COUNCIL	25-058	\$350.00	2025 Leadership Academy Class
			Check Total	\$350.00	
01/27/25	213122	OCLC, INC	1000417702	\$5,555.06	Renewal of Digital ebooks and audiobooks
			Check Total	\$5,555.06	

01/27/25	213123	PRIME HEALTH SERVICES, INC	106162	\$1,092.67	INMATE MEDICAL GR 1.18.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106609	\$558.81	INMATE MEDICAL TC 8.2.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106613	\$1,067.50	INMATE MEDICAL PC 7.24.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106623	\$1,321.46	INMATE MEDICAL AB 5.31.23
01/27/25	213123	PRIME HEALTH SERVICES, INC	106633	\$16,677.00	INMATE MEDICAL LC 4.14.22
01/27/25	213123	PRIME HEALTH SERVICES, INC	106635	\$479.97	INMATE MEDICAL MC 10.18.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106644	\$581.15	INMATE MEDICAL BB 7.9.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106646	\$2,424.33	INMATE MEDICAL MFR 9.26.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106650	\$824.43	INMATE MEDICAL JL 12.18.23
01/27/25	213123	PRIME HEALTH SERVICES, INC	106654	\$641.26	INMATE MEDICAL JN 9.16.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106656	\$693.54	INMATE MEDICAL TL 12.19.23
01/27/25	213123	PRIME HEALTH SERVICES, INC	106658	\$506.04	INMATE MEDICAL GA 11.29.23
01/27/25	213123	PRIME HEALTH SERVICES, INC	106667	\$467.28	INMATE MEDICAL ED 4.13.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106680	\$698.59	INMATE MEDICAL AD 5.2.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106684	\$706.99	INMATE MEDICAL GG 11.7.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106688	\$839.30	INMATE MEDICAL CG 2.9.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106692	\$1,087.17	INMATE MEDICAL JB 12.19.23
01/27/25	213123	PRIME HEALTH SERVICES, INC	106695	\$792.49	INMATE MEDICAL BC 8.7.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106866	\$728.85	INMATE MEDICAL EH 8.4.24
01/27/25	213123	PRIME HEALTH SERVICES, INC	106870	\$6,408.68	INMATE MEDICAL JL 10.29.24
			Check Total	\$38,597.51	
01/27/25	213124	PRIME HEALTH SERVICES, INC	106612	\$327.32	INMATE MEDICAL WF 8.14.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106618	\$375.00	INMATE MEDICAL SJ 8.15.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106620	\$345.94	INMATE MEDICAL AC 8.15.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106626	\$294.76	INMATE MEDICAL CH 8.19.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106639	\$278.14	INMATE MEDICAL LL 9.18.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106642	\$327.85	INMATE MEDICAL MC 9.4.24 9.23.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106643	\$329.60	INMATE MEDICAL CH 5.13.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106649	\$275.56	INMATE MEDICAL SH 10.15.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106657	\$339.10	INMATE MEDICAL JB 9.11.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106660	\$287.39	INMATE MEDICAL GF 9.20.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106662	\$447.99	INMATE MEDICAL SL 8.13.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106663	\$451.77	INMATE MEDICAL JD 10.3.23
01/27/25	213124	PRIME HEALTH SERVICES, INC	106668	\$456.71	INMATE MEDICAL MA 9.19.23
01/27/25	213124	PRIME HEALTH SERVICES, INC	106681	\$394.12	INMATE MEDICAL CA 10.31.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106686	\$345.94	INMATE MEDICAL LDC 9.26.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106689	\$423.98	INMATE MEDICAL BL 8.1.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106700	\$308.07	INMATE MEDICAL JH 7.15.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106701	\$466.14	INMATE MEDICAL EA 7.19.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106702	\$315.08	INMATE MEDICAL SB 7.15.24
01/27/25	213124	PRIME HEALTH SERVICES, INC	106867	\$394.12	INMATE MEDICAL BC 11.2.24

			Check Total	\$7,184.58	
01/27/25	213125	PRIME HEALTH SERVICES, INC	106607	\$214.42	INMATE MEDICAL JA 9.5.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106608	\$65.81	INMATE MEDICAL LI 11.17.22
01/27/25	213125	PRIME HEALTH SERVICES, INC	106611	\$231.95	INMATE MEDICAL MC 8.9.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106615	\$233.87	INMATE MEDICAL FC 9.19.23
01/27/25	213125	PRIME HEALTH SERVICES, INC	106621	\$275.25	INMATE MEDICAL JA 1.15.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106625	\$248.02	INMATE MEDICAL JH 10.11.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106634	\$194.42	INMATE MEDICAL HA 2.13.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106638	\$230.21	INMATE MEDICAL QG 2.22.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106647	\$263.10	INMATE MEDICAL ML 1.5.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106653	\$177.88	INMATE MEDICAL HA 1.15.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106661	\$248.02	INMATE MEDICAL QJ 8.9.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106664	\$159.90	INMATE MEDICAL RK 8.12.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106677	\$193.60	INMATE MEDICAL JH 8.5.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106697	\$231.95	INMATE MEDICAL TC 2.13.24
01/27/25	213125	PRIME HEALTH SERVICES, INC	106869	\$144.53	INMATE MEDICAL AG 7.29.24
			Check Total	\$3,112.93	
01/27/25	213126	R.W. AIRE CONDITIONING AND HEATING INC.	3062	\$6,130.00	SHIP REHAB (DISASTER) 9 FELLOW
			Check Total	\$6,130.00	
01/27/25	213127	STANDARD INSURANCE COMPANY	010325	\$6,219.99	Payroll Run 1 - Warrant 250103
01/27/25	213127	STANDARD INSURANCE COMPANY	01102025	\$6,242.99	Payroll Run 1 - Warrant 250110
01/27/25	213127	STANDARD INSURANCE COMPANY	011725	\$6,264.45	Payroll Run 1 - Warrant 250117
01/27/25	213127	STANDARD INSURANCE COMPANY	01242025	\$6,174.15	Payroll Run 1 - Warrant 250124
			Check Total	\$24,901.58	
01/27/25	213129	STATE OF FLORIDA	2F37640001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37650001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37670001-20250115	\$84.38	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37680001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37690001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37700001-20250115	\$22.51	DELAND TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37710001-20250115	\$382.67	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37740001-20250115	\$45.02	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37750001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024

01/27/25	213129	STATE OF FLORIDA	2F37760001-20250115	\$292.63	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37780001-20250115	\$45.02	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37790001-20250115	\$67.53	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37800001-20250115	\$135.06	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37810001-20250115	\$45.02	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37820001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37830001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37840001-20250115	\$45.02	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37850001-20250115	\$45.02	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37860001-20250115	\$67.53	DAYTONA BEACH TELEPHONE SERVICE December 2024
01/27/25	213129	STATE OF FLORIDA	2F37870001-20250115	\$1,376.41	MyFloridaNet-2 December 2024
			Check Total	\$2,811.39	
01/27/25	213130	STATE OF FLORIDA	2F37660001-20250115	\$22.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
			Check Total	\$22.51	
01/27/25	213131	STRYKER MEDICAL	4010027M	\$199.40	CRITICAL CARE AND EMS EQUIPMEN
			Check Total	\$199.40	
01/27/25	213132	STRYKER MEDICAL	9208150718	\$1,320.00	CRITICAL CARE AND EMS EQUIPMEN
			Check Total	\$1,320.00	
01/27/25	213133	TECO PEOPLES GAS	211012619618 1224	\$1,422.33	FCSO INMATE FAC - 1002 JUSTICE - 11/27/24-1/2/25
			Check Total	\$1,422.33	
01/27/25	213134	TOMOKA SURGERY CENTER, LLC	RO MO12800	\$1,066.10	IHC - [REDACTED] RO MO12800
			Check Total	\$1,066.10	
01/27/25	213135	TOUCHPOINT INC.	175979	\$36,561.24	Access Point Licensing Per quote TPIQ37817
			Check Total	\$36,561.24	
01/27/25	213136	WASTE PRO OF FLORIDA INC	Milton Debris 12/17	\$152,068.21	Hurricane Milton Debris Pickup - 12/17/24
			Check Total	\$152,068.21	
			Report Total	\$1,109,695.83	

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

Invoices Processed for period 02/01/25 to 02/07/25

Item 6a(3)

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
02/03/25	2452	STATE OF FLORIDA	010325	\$155,791.99	Payroll Run 1 - Warrant 250103
			Check Total	\$155,791.99	
02/03/25	2453	STATE OF FLORIDA	01102025	\$148,001.69	Payroll Run 1 - Warrant 250110
			Check Total	\$148,001.69	
02/03/25	2454	STATE OF FLORIDA	011725	\$139,931.11	Payroll Run 1 - Warrant 250117
			Check Total	\$139,931.11	
02/03/25	2455	STATE OF FLORIDA	01242025	\$140,582.60	Payroll Run 1 - Warrant 250124
			Check Total	\$140,582.60	
02/03/25	2456	STATE OF FLORIDA	013125	\$149,889.75	Payroll Run 1 - Warrant 250131
			Check Total	\$149,889.75	
02/03/25	2457	STATE OF FLORIDA	MEDICAID 0225	\$135,939.08	COUNTY MEDICAID PROGRAM MATCHING FUNDS 24-25
			Check Total	\$135,939.08	
02/03/25	2458	DHARMA MERCHANT SERVICES, INC	FEES 0125	\$1,164.91	PARKS - CC MONTHLY FEES ENDING 01/31/2025
			Check Total	\$1,164.91	
02/03/25	2459	P&A ADMINISTRATIVE SERVICES, INC	01.31.2025	\$570.03	P&A Flexible Spending 01.28.2025 - 01.30.2025
			Check Total	\$570.03	
02/03/25	2460	P&A ADMINISTRATIVE SERVICES, INC	02.01.2025	\$154.28	P&A Flexible Spending 01.14.2025 - 01.31.2025
			Check Total	\$154.28	
02/03/25	2461	P&A ADMINISTRATIVE SERVICES, INC	02.02.2025	\$19.16	P&A Flexible Spending 01.31.2025 - 02.01.2025
			Check Total	\$19.16	
02/04/25	2462	P&A ADMINISTRATIVE SERVICES, INC	930182	\$340.00	P&A Flexible Spending 01.29.2025
			Check Total	\$340.00	
02/04/25	2463	P&A ADMINISTRATIVE SERVICES, INC	02.03.2025	\$163.19	P&A Flexible Spending 01.31.2025 - 02.02.2025
			Check Total	\$163.19	
02/05/25	2464	EXPRESS TAX - TTL WIRE	02072025	\$128,552.14	Payroll Run 1 - Warrant 250207
			Check Total	\$128,552.14	
02/03/25	213137	ALONZO SIGN LANGUAGE INTERPRETING	21822	\$200.00	SIGN LANGUAGES SERVICES - CONG MEALSENIOR SERVICES
			Check Total	\$200.00	
02/03/25	213138	AMERICAN HEALTH ASSOCIATES, INC	RO MO12954	\$43.41	IHC - ██████ RO MO12954
			Check Total	\$43.41	
02/03/25	213139	AMERICAN PANEL CORPORATION	95460	\$34,175.00	Purchase APC Multicompartment
			Check Total	\$34,175.00	
02/03/25	213140	AMERIFLEX	INV806289	\$300.60	January 2025 COBRA Admin Fees
			Check Total	\$300.60	
02/03/25	213141	AMERIS BANK	539-00101 0225	\$195,282.15	PRINCIPAL & INTEREST DUE

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$195,282.15	
02/03/25	213142	ANEW COUNSELING, LLC	013-A	\$200.00	INV#013-A MENTAL HEALTH SERVICE CCE MHSI
			Check Total	\$200.00	
02/03/25	213143	ARGOS USA, LLC	93622031	\$963.00	AG CTR PARKING LOT REPAIR
02/03/25	213143	ARGOS USA, LLC	93623360	\$150.00	LIMESTONE - BINGS DRAIN FIELD
			Check Total	\$1,113.00	
02/03/25	213144	ARTHRITIS AUTOIMMUNE & ALLERGY	RO MO12898	\$215.39	IHC - ████████ RO MO12898
			Check Total	\$215.39	
02/03/25	213145	AWT PROPERTY MANAGEMENT LLC	RO R002003	\$1,500.00	RENT ASSIST ROGERS RO R002003
			Check Total	\$1,500.00	
02/03/25	213146	BAKER & TAYLOR, INC	5019278011	\$38.52	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
02/03/25	213146	BAKER & TAYLOR, INC	5019282132	\$35.24	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
02/03/25	213146	BAKER & TAYLOR, INC	5019287586	\$165.24	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
02/03/25	213146	BAKER & TAYLOR, INC	5019287587	\$963.65	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
02/03/25	213146	BAKER & TAYLOR, INC	5019287588	\$450.55	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
02/03/25	213146	BAKER & TAYLOR, INC	H71429210	\$50.23	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
02/03/25	213146	BAKER & TAYLOR, INC	H71502860	\$16.46	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
02/03/25	213146	BAKER & TAYLOR, INC	H71516470	\$135.66	LIBRARY MATERIALS AND CATALOG SUBSCIRPTION
			Check Total	\$1,855.55	
02/03/25	213147	BLACKSTONE PUBLISHING	2183732	\$143.82	Renewal of Blackstone Audio Books
			Check Total	\$143.82	
02/03/25	213148	BOULEVARD TIRE CENTER	27-GS113190	\$2,071.89	TIRES [SHERIFF CONTRACT]
			Check Total	\$2,071.89	
02/03/25	213149	BSN SPORTS, LLC	928249328	\$3,935.84	PARKS - WADSWORTH - TRANSPORT WHEELS
			Check Total	\$3,935.84	
02/03/25	213150	BFS GROUP LLC	74317179	\$5,330.00	NEXUS CENTER ODP - BUILDERS FIRSTSOURCE
			Check Total	\$5,330.00	
02/03/25	213151	CENGAGE LEARNING INC.	86031688	\$135.15	Renewal of online databases and large print books
02/03/25	213151	CENGAGE LEARNING INC.	86050355	\$33.20	Renewal of online databases and large print books
			Check Total	\$168.35	
02/03/25	213152	CENSYS TECHNOLOGIES CORPORATION	22352	\$235.29	Drone Flight Data Usage Q2

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
02/03/25	213152	CENSYS TECHNOLOGIES CORPORATION	22414	\$1,035.00	Drone Flight Data Usage Q3
02/03/25	213152	CENSYS TECHNOLOGIES CORPORATION	22429	\$230.00	Drone Flight Data Usage Oct 2024
			Check Total	\$1,500.29	
02/03/25	213153	CINTAS CORPORATION NO. 2	0F61661000	\$614.68	INV#0F61661000 - Airport Main Office - 1/13/2025
02/03/25	213153	CINTAS CORPORATION NO. 2	0F61661075	\$1,243.90	INV#0F61661075 - Airport Triangle Air - 1/13/2025
02/03/25	213153	CINTAS CORPORATION NO. 2	0F61661110	\$465.88	INV#0F61661110
02/03/25	213153	CINTAS CORPORATION NO. 2	0F61661111	\$482.26	INV#0F61661111 - Airport Delta Hanger - 1/13/2025
02/03/25	213153	CINTAS CORPORATION NO. 2	0F61661236	\$231.88	INV#0F61661236 - Airport National Guard - 1/13/25
02/03/25	213153	CINTAS CORPORATION NO. 2	0F61661375	\$761.87	INV#0F61661375 - Airport Tower - 1/13/2025
			Check Total	\$3,800.47	
02/03/25	213154	CINTAS CORPORATION	4214681139	\$18.93	UNIFORM RENTALS AND FACILITIES-AIRPORT
02/03/25	213154	CINTAS CORPORATION	4215435379	\$10.39	UNIFORM RENTALS AND FACILITIES-AIRPORT
02/03/25	213154	CINTAS CORPORATION	4216211490	\$10.39	UNIFORM RENTALS AND FACILITIES-AIRPORT
02/03/25	213154	CINTAS CORPORATION	4216211562	\$6.13	UNIFORM RENTALS AND FACILITIES-AIRPORT
02/03/25	213154	CINTAS CORPORATION	4216917721	\$10.39	UNIFORM RENTALS AND FACILITIES-AIRPORT
02/03/25	213154	CINTAS CORPORATION	4217575918	\$10.39	UNIFORM RENTALS AND FACILITIES-AIRPORT
02/03/25	213154	CINTAS CORPORATION	4218316381	\$9.52	INV#4218316381-UNIFORM RENT- SOLID WASTE-1/20/25
02/03/25	213154	CINTAS CORPORATION	4218317752	\$148.73	INV#4218317752-UNIFORM RENTAL-PURCHASING-1/20/25
02/03/25	213154	CINTAS CORPORATION	4218317754	\$41.79	INV#4218317754-UNIFORM RENTALS- FLEET- 1/20/25
02/03/25	213154	CINTAS CORPORATION	4219039254	\$12.20	INV#4219039254-UNIFORM RENTAL-PURCHASING-1/27/25
			Check Total	\$278.86	
02/03/25	213155	CIVICPLUS, LLC	325590	\$2,363.50	Municode Subscription and Pages
			Check Total	\$2,363.50	
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1102	\$450.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1103	\$1,750.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1104	\$1,750.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1109	\$1,750.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1110	\$1,750.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1111	\$1,750.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1112	\$1,750.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1113	\$1,750.00	Title Search/Property Information Reports
02/03/25	213156	COAST TITLE INSURANCE AGENCY INC	1117	\$1,750.00	REACH II PORTION OF BEACH RENOURISHMENT PROJECT

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$14,450.00	
02/03/25	213157	CORA HEALTH SERVICES INC	RO MO12867	\$65.12	IHC - RO MO12867
02/03/25	213157	CORA HEALTH SERVICES INC	RO MO12868	\$65.12	RO MO12868
02/03/25	213157	CORA HEALTH SERVICES INC	RO MO12893	\$65.12	IHC - ██████████ RO MO12893
02/03/25	213157	CORA HEALTH SERVICES INC	RO MO12894	\$65.12	IHC - ██████████ RO MO12894
02/03/25	213157	CORA HEALTH SERVICES INC	RO MO12901	\$65.12	IHC - ██████████ RO MO12901
02/03/25	213157	CORA HEALTH SERVICES INC	RO MO12906	\$65.12	IHC - ██████████ E RO MO12906
02/03/25	213157	CORA HEALTH SERVICES INC	RO MO12907	\$65.12	IHC - ██████████ RO MO12907
			Check Total	\$455.84	
02/03/25	213158	DAIKIN APPLIED AMERICA INC.	6000702-1	\$2,679.39	HVAC FILTERS-JUSTICE CENTER
			Check Total	\$2,679.39	
02/03/25	213159	DOWNS & ST. GERMAIN RESEARCH, INC.	12262024	\$12,500.00	ECONOMIC IMPACT STUDY
			Check Total	\$12,500.00	
02/03/25	213160	ENVIRONMENTAL CONTROL SYSTEMS INC	29700	\$725.00	SEPTIC PUMP OUT STATION #71
02/03/25	213160	ENVIRONMENTAL CONTROL SYSTEMS INC	29803	\$2,300.00	SEPTIC PUMP OUT INMATE FACILITY-FCSO
02/03/25	213160	ENVIRONMENTAL CONTROL SYSTEMS INC	29856	\$275.00	PARKS - HIDDEN TRAILS - SEPTIC RO PUMP OUT
02/03/25	213160	ENVIRONMENTAL CONTROL SYSTEMS INC	29884	\$275.00	PARKS - HIDDEN TRAILS - SEPTIC RO PUMP OUT
			Check Total	\$3,575.00	
02/03/25	213161	ESQUIRE DEPOSITION SOLUTIONS, LLC	INV3004737	\$340.00	COURT REPORTER -SPECIAL MAGISTRATE HRG (OLD DIXIE)
			Check Total	\$340.00	
02/03/25	213162	FLAGLER CO CLERK OF CIRCUIT COURT &	013125	\$14.00	Payroll Run 1 - Warrant 250131
			Check Total	\$14.00	
02/03/25	213163	FLAGLER CO CLERK OF CIRCUIT COURT &	St of FL DOR FFY2022	\$1,306.00	FFY2022 Child Support State Inventive Allocation
			Check Total	\$1,306.00	
02/03/25	213164	FLAGLER CO TAX COLLECTOR	TAG VEH #10031	\$36.90	REPLACEMENT TAG FOR TRAILER 10031
			Check Total	\$36.90	
02/03/25	213165	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	POSTAGE 1124	\$236.45	Postage - November 2024
			Check Total	\$236.45	

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
02/03/25	213166	FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS	0131.25	\$363.92	L. Burke Tuition reimbursement
			Check Total	\$363.92	
02/03/25	213167	FLAGLER COUNTY HISTORICAL SOCIETY	01212025Q1	\$1,250.00	PROMOTIONAL SERVICE AGREEMENT Q1
			Check Total	\$1,250.00	
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	12592-00911 1224	\$106.36	MOODY BOAT LAUNCH - 815 MOODY - 12/6/24-1/8/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	13273-48205 0125	\$871.32	245 CR 305 Tower
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	22985-08843 1224	\$143.92	WADSWORTH TENNIS CTS-2200 E MOODY-12/11/24-1/11/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	26874-80067 1224	\$597.50	CIVIC CONCESSION - 160 SAWGRASS - 12/3/24-1/3/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	32820-32121 1224	\$90.21	LEGACY HOUSE - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	34837-91483 1224	\$194.75	BC CAMP BATHHOUSE-3861 W CR 2006-11/21/24-12/21/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	48120-11007 1124	\$205.08	FCRA FIELD#4 - 650 CR 13 - 11/2/24-12/3/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	50788-00983 1224	\$1,589.70	FCRA BALL FIELDS#123 - 650 CR 13 - 12/3/24-1/3/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	62068-57051 1224	\$481.04	PPP LODGE - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	70616-13076 0125	\$509.30	7570 CR 304 Tower
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	74328-22307 1224	\$1,629.44	CARVER #AC - 203 E DRAIN - 12/5/24-1/7/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	78658-98345 1224	\$197.24	FCRA PUMP HOUSE - 650 CR 13 - 12/3/24-1/3/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	80548-26360 1224	\$95.83	PPP ISLAND HOUSE - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	81090-05747 1224	\$176.72	HAW CREEK CC - 9257 CR 304 - 11/21/24-12/21/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	86323-22320 0125	\$4,795.91	2500 Palm Coast Pkwy NW #Library
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	93696-92117 0125	\$429.89	FSCO - 14 PALM HARBOR VILLAGE - 12/18/24-1/17/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	94499-89574 1224	\$128.05	PPP COTTAGE#2&3 - 2610 PP RD - 11/21/24-12/21/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	96118-17231 1224	\$124.56	PPP CARETAKER - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	97465-21526 1224	\$118.64	PED BRIDGE SIGNAL - 5837 E HWY 100-12/4/24-1/6/25
02/03/25	213168	FLORIDA POWER & LIGHT COMPANY	98404-98217 1224	\$260.96	PED BRIDGE - 6380 E HWY 100 - 12/11/24-1/11/25
			Check Total	\$12,746.42	
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	06375-06288 1224	\$44.73	BC CAMP ST LIGHT-3861 W CR 2006-11/21/24-12/21/24
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	07470-13431 0125	\$46.51	2500 Palm Coast Pwky NW #Pump
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	13664-19370 1224	\$40.33	PPP RESTROOM/BARN - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	16049-79573 1224	\$63.38	PPP COTTAGE#1 - 2604 PP RD - 11/21/24-12/21/24

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	20877-23538 1224	\$59.63	OLD DIXIE PARK - 1250 S OLD DIXIE -12/2/24-1/2/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	21842-01701 1224	\$34.61	PELLICER CC - 1380 CR 2007 - 11/21/24-12/21/24
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	22995-06879 1224	\$59.01	WADSWORTH RACQUETBALL-2200 E MOODY-12/11/24-1/11/2
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	27952-43464 1224	\$37.54	SHELL BLUFF - 14331 W HWY 100 - 12/3/24-1/3/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	31708-98138 1224	\$34.96	CARVER #OL - 203 E DRAIN - 12/5/24-1/7/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	31858-72193 1224	\$79.05	BC SW CAMP - 3861 W CR 2006 - 11/21/24-12/21/24
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	34697-10234 1224	\$85.18	SHOW BARN - 650 CR 13 - 12/3/24-1/3/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	35222-51366 1224	\$31.83	BAY DR PARK - 30 BAY DR - 12/2/24-1/2/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	43976-81067 1224	\$45.11	FAIRGROUND IRRIGATION-160 SAWGRASS-12/3/24-1/3/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	45498-00391 1224	\$40.46	PPP EQUEST CAMP - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	60038-05998 1224	\$32.45	FCRA SBALL CONCESSION - 650 CR 13 - 12/3/24-1/3/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	61379-04931 1224	\$37.66	ST JOHNS CC - 99 E CR 2006 - 12/3/24-1/3/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	76810-55310 1224	\$72.78	WADSWORTH #SL - 2200 E MOODY - 12/3/24-1/3/25
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	77979-32220 1224	\$47.70	RUSSELL LANDING PAV-2007 CR 2007-11/21/24-12/21/24
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	84309-36099 0125	\$32.86	2500 Palm Coast Pkwy NW # Library-OL
02/03/25	213169	FLORIDA POWER & LIGHT COMPANY	84465-89445 1224	\$29.03	BC SE CAMP - 3861 W CR 2006 - 11/21/24-12/21/24
			Check Total	\$954.81	
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	03937-28589 1224	\$27.20	PPP 2ND GATE - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	17482-31378 1224	\$27.08	PPP ISLAND HOUSE - 1852 PP RD - 11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	21962-09718 1224	\$25.77	PELLICER ARENA - 1380 CR 2007 - 11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	34228-11491 1224	\$28.69	PPP PUMPHOUSE 1 - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	44664-41492 1224	\$27.61	PPP - OLD CARETAKER - 2500 PP RD-11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	47343-86420 1224	\$25.66	PPP MAIN GATE - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	50998-03925 1224	\$15.87	FCRA #OL - 650 CR 13 - 12/3/24-1/3/25
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	55778-80338 1224	\$11.10	PPP OUTSIDE LT - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	64470-84044 1224	\$26.64	RUSSELL/HAWCREEK CAMP-1669 CR 2007-11/21/24-12/21/
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	81713-40493 1224	\$25.91	PPP OPEN FIELD - 2500 PP RD - 11/21/24-12/21/24
02/03/25	213170	FLORIDA POWER & LIGHT COMPANY	83341-06518 1224	\$22.18	PPP OUTSIDE LT 2 - 2500 PP RD - 11/21/24-12/21/24
			Check Total	\$263.71	

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
02/03/25	213171	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003926	\$262.09	FPL ASSIST JONES RO U003926
02/03/25	213171	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003928	\$159.17	FPL ASSIST MILLER RO U003928
02/03/25	213171	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003929	\$300.00	FPL ASSIST BURKE-ARTHUR RO U003929
02/03/25	213171	FLORIDA POWER & LIGHT COMPANY-ASSIS	RO U003930	\$231.70	FPL ASSIST MORTON RO U003930
			Check Total	\$952.96	
02/03/25	213172	FRIENDS ASSISTING SENIORS &FAMILIES	1224 CCE 3B 3E ADI	\$462.00	DEC 2024 CCE. 3B, 3E, ADI
			Check Total	\$462.00	
02/03/25	213173	GENERAL COMMERCIAL CORPORATION	C0056085	\$1,950.00	PROMO DOLPHIN CAR SCENT 5K
			Check Total	\$1,950.00	
02/03/25	213174	GIBSON AVIATION SERVICES	6951	\$730.00	REPAIRS TO FUEL TANK
			Check Total	\$730.00	
02/03/25	213175	GIDDENS SECURITY CORP	23472031	\$3,182.40	INV#23472031- Security Guard Services-GSB-9/24
02/03/25	213175	GIDDENS SECURITY CORP	23472032	\$11,856.75	INV#23472032-Security Guard Services-JC- 9/24
			Check Total	\$15,039.15	
02/03/25	213176	HANSON PROFESSIONAL SERVICES, INC.	ARIV1012159	\$3,684.11	OLD HAW CREEK RD PAVING POST DESIGN 12/1-12/28/24
			Check Total	\$3,684.11	
02/03/25	213177	J AND J GUTTERS INC.	JJ 1.22.25	\$19,000.00	BOX STYLE GUTTERS-EOC ROOFING PROJECT
			Check Total	\$19,000.00	
02/03/25	213178	JAX ANESTHESIA PROVIDERS, LLC	RO MO12982	\$170.95	IHC - ████████ RO MO12982
			Check Total	\$170.95	
02/03/25	213179	LOWE'S HOME CENTERS, LLC	83154	\$1,313.70	HARDWARE-CEILING TILES-MOULDING- ST 41 UPGRADES
			Check Total	\$1,313.70	
02/03/25	213180	MASSEY SERVICES INC	Bull Creek RR FY25	\$53.00	FY25 Bull Creek Restroom - Termite Protection
02/03/25	213180	MASSEY SERVICES INC	Haw Creek Care FY25	\$150.00	FY25 Haw Creek Caretaker- Termite Protection
02/03/25	213180	MASSEY SERVICES INC	Inmate Admin FY25	\$369.00	FY25 Inmate Admin Building - Termite Protection
02/03/25	213180	MASSEY SERVICES INC	Inmate Facility FY25	\$604.00	FY25 Inmate Facility - Termite Protection
02/03/25	213180	MASSEY SERVICES INC	Justice Center FY25	\$1,181.00	FY25 Justice Center - Termite Protection

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
02/03/25	213180	MASSEY SERVICES INC	Old Dixie RR FY25	\$30.00	FY2025 Old Dixie PK Restroom- Termite Protection
02/03/25	213180	MASSEY SERVICES INC	River to Sea FY25	\$156.00	FY25 River to Sea Caretaker -Termite Protection
			Check Total	\$2,543.00	
02/03/25	213181	MASSEY SERVICES INC	63117362	\$30.00	INV#63117362 - Fire Flight - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63371507	\$30.00	INV#63371507 - Haw Creek CC - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63487487	\$10.00	INV#63487487 - Jungle Hut - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63500050	\$18.00	INV#63500050 - Carver Gym - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63522364	\$20.00	INV#63522364 - Pellicer CC - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63529925	\$10.00	INV#63529925 - Malacompra - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63533114	\$50.00	INV#63533114 - Guana Tolomato - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63578295	\$20.00	INV#63578295 - Hidden Trails CC - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	63580935	\$10.00	INV#63580935 - Bay Drive Park - Rodent Exclusion
02/03/25	213181	MASSEY SERVICES INC	64582859	\$175.00	INV#64582859 - PRETREAT TERMITE- RED BARN -12/24
			Check Total	\$373.00	
02/03/25	213182	MATANZAS SHORES OWNERS' ASSOC. INC.	1309110101 0125	\$650.00	JAN 2025 - QURLY COMMERCIAL ASSES - BAY DR PARK
			Check Total	\$650.00	
02/03/25	213183	MCKESSON MEDICAL-SURGICAL INC	73325655	\$476.62	MEDICAL GOODS & SUPPLIES
02/03/25	213183	MCKESSON MEDICAL-SURGICAL INC	74336747	\$476.06	MEDICAL GOODS & SUPPLIES
			Check Total	\$952.68	
02/03/25	213184	PIERRE-JEAN, MELODY	21	\$30.00	INV# 21 SS Dietitian Services
			Check Total	\$30.00	
02/03/25	213185	MFB FINANCIAL INC	IN1807	\$1,661.66	January 2025 MFB Admin Fees
			Check Total	\$1,661.66	
02/03/25	213186	MICHAEL S TUCKER	01/25 TRAVEL REIMB	\$267.00	TRAVEL REIMBURSEMENT 01/07-10/2025
			Check Total	\$267.00	
02/03/25	213187	MEDICAL RISK SOLUTIONS, LLC	104175	\$11,431.00	DECEBER 2024 PROGRAM FEES
02/03/25	213187	MEDICAL RISK SOLUTIONS, LLC	104227	\$57,453.88	STAFF PAY, MEDS, GAS, LABS, & MEDWASTE
02/03/25	213187	MEDICAL RISK SOLUTIONS, LLC	104246	\$11,454.00	JANUARY 2025 PROGRAM FEES
			Check Total	\$80,338.88	
02/03/25	213188	NABORS, GIBLIN & NICKERSON PA	220 23010 51534 HJE	\$150.00	PROF SERVICES - DEC 2024 SPECIAL COUNSEL SERVICES
			Check Total	\$150.00	
02/03/25	213189	NAFECO	1322616	\$285.29	FIRE EQUIPMENT, TOOLS, UNIFORM
02/03/25	213189	NAFECO	1322802	\$29.00	FIRE EQUIPMENT, TOOLS, UNIFORM

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
02/03/25	213189	NAFECO	1322803	\$104.00	FIRE EQUIPMENT, TOOLS, UNIFORM
			Check Total	\$418.29	
02/03/25	213190	NORTHEAST FLORIDA REGIONAL COUNCIL	25-056	\$350.00	2025 REGIONAL LEADERSHIP ACADEMY PROGRAM
			Check Total	\$350.00	
02/03/25	213191	Emily Harwood	Emily Harwood	\$23.00	Reimbursement for returned books that were lost
			Check Total	\$23.00	
02/03/25	213192	P & S PAVING INC	PAY APP 10	\$799,597.80	COMMERCE PARKWAY - CONSTRUCTION
			Check Total	\$799,597.80	
02/03/25	213193	P&A ADMINISTRATIVE SERVICES, INC	F79415016581	\$1,478.40	January 2025 Flex Admin Fees
			Check Total	\$1,478.40	
02/03/25	213194	REGIONS CAPITAL ADVANTAGE	1875476	\$3,278.22	PLEDGE OF REVENUES 12.18.24-1.31.25
02/03/25	213194	REGIONS CAPITAL ADVANTAGE	1875477	\$6,916.91	PLEDGE OF REVENUES 12.18.24-1.31.24
			Check Total	\$10,195.13	
02/03/25	213195	RING POWER CORPORATION	00WC0360675	\$1,319.92	EQUIPMENT PARTS AND REPAIRS - 734
02/03/25	213195	RING POWER CORPORATION	00WC0379316	\$977.18	EQUIPMENT PARTS AND REPAIRS - 10964
02/03/25	213195	RING POWER CORPORATION	01WR0345813	\$592.43	EQUIPMENT PARTS AND REPAIRS - 11022
02/03/25	213195	RING POWER CORPORATION	18PC0343849	\$910.08	EQUIPMENT PARTS AND REPAIRS - 9400
02/03/25	213195	RING POWER CORPORATION	18PC0359030	\$271.20	EQUIPMENT PARTS AND REPAIRS - 10964
02/03/25	213195	RING POWER CORPORATION	18WE0367573	\$545.70	INV#18WE0367573-GENERATOR REPAIR- INMATE FACILITY
02/03/25	213195	RING POWER CORPORATION	18WE0367574	\$1,799.64	INV#18WE0367574- GENERATOR REPAIR- GSB- 11/19/24
02/03/25	213195	RING POWER CORPORATION	18WE0367575	\$1,088.92	INV#18WE0367575- GENERATOR REPAIR- INMATE FACILITY
02/03/25	213195	RING POWER CORPORATION	18WE0367576	\$732.95	INV#18WE0367576- GENERATOR REPAIR- REDBARN- 12/9/2
02/03/25	213195	RING POWER CORPORATION	18WE0367577	\$621.67	INV#18WE0367577- GENERATOR REPAIR- JAILTOWER- 12/24
02/03/25	213195	RING POWER CORPORATION	18WE0367578	\$1,027.44	INV#18WE0367578-GENERATOR REPAIR- REDBARN- 12/16/24
02/03/25	213195	RING POWER CORPORATION	18WE0367579	\$1,623.84	INV#18WE0367579- GENERATOR REPAIR- HAW CREEK CC
			Check Total	\$11,510.97	
02/03/25	213196	RISK MANAGEMENT ASSOCIATES INC	18526743	\$1,521.00	POLICY# PKFL10181018 24-23 BUSINESS AUTO
			Check Total	\$1,521.00	
02/03/25	213197	SITEONE LANDSCAPE SUPPLY, LLC	149286718-001	\$562.54	PARKS - WADSWORTH & FCRA - LANDSCAPE CHEM & FERT
			Check Total	\$562.54	
02/03/25	213198	SMA HEALTHCARE, INC.	DEC 2024	\$1,304.72	IHC - MULTIPLE RO DECEMBER 2024

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

Invoices Processed for period 02/01/25 to 02/07/25

Check Date	Check #	Vendor Name	Invoice #	Net Trans Amt	Description
			Check Total	\$1,304.72	
02/03/25	213199	SOURCEMEDIA LLC	ADV14119	\$1,340.00	LEGAL ADVERTISING-BOND BUYER 9807
			Check Total	\$1,340.00	
02/03/25	213200	ST JOHNS POWERSPORTS 2018 LLC	6633	\$14,600.50	WAVE RUNNER FOR MARINE RESCUE
			Check Total	\$14,600.50	
02/03/25	213201	STATE OF FLORIDA	2F37770001-20250115	\$48.51	DAYTONA BEACH TELEPHONE SERVICE December 2024
			Check Total	\$48.51	
02/03/25	213202	STEALTH PARTNER GROUP	January 2025	\$68,328.28	Janaury 2025 STOP LOSS Fees
			Check Total	\$68,328.28	
02/03/25	213203	SUNOCO LP	50049600	\$21,964.22	BULK FUEL
02/03/25	213203	SUNOCO LP	50054571	\$21,400.00	BULK FUEL
02/03/25	213203	SUNOCO LP	50088050	\$21,757.48	BULK FUEL
			Check Total	\$65,121.70	
02/03/25	213204	TOUCH POINT INNOVATIVE SOLUTIONS	1005	\$3,700.00	DIGITAL BANNER AD PROMO
			Check Total	\$3,700.00	
02/03/25	213205	TRANE U.S. INC.	990134068	\$371.20	NEXUS CENTER ODP - TRANE - HVAC EQUIPMENT
			Check Total	\$371.20	
02/03/25	213206	TYLER TECHNOLOGIES, INC	130-151506	\$19,200.00	Custom Benchmark Interface - Jail Implementation
			Check Total	\$19,200.00	
02/03/25	213207	WASTE MANAGEMENT INC. OF FLORIDA	814-4636-1	\$775.37	LANDFILL TIPPING FEES- R&B & FACILITIES
			Check Total	\$775.37	
02/03/25	213208	WEST GROUP	851277082	\$41.88	COMPUTER SOFTWARE UPGRADE OF WESTLAW
			Check Total	\$41.88	
02/03/25	213209	WITMER PUBLIC SAFETY GROUP	INV616406	\$173.57	FIRE EQUIPMENT, TOOLS, PPE
			Check Total	\$173.57	
02/03/25	213210	YELLOWSTONE LANDSCAPE	824078B	\$2,758.34	INV#824078B-Landscape Services- AIRPORT-1/1/2025
			Check Total	\$2,758.34	
02/04/25	213211	FLAGLER CO PROPERTY APPRAISER	QT 2 FY25	\$721,494.33	COMMISSIONS DUE FOR QTR 2 FY25
			Check Total	\$721,494.33	
			Report Total	\$3,161,935.11	

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
10/07/24	HYATT REGENCY COCONUT PT	TXN00136447	\$255.34	TXN00136447 LODGING FSBPA RESILIENCE CONFERENCE 20
10/28/24	Amazon.com VC3CD6RA3	TXN00136735	\$168.90	TXN00136735 - PARKS - DOGGIE BAGS FOR ALL PARKS -
10/28/24	AMAZON RETA	TXN00136737	\$2,179.79	TXN00136737 - AMAZON - EOC COMMERCIAL VACUUM CLEAN
10/28/24	DG HARDWARE.	TXN00136749	\$33.34	TXN00136749 PARTS FOR HANGAR REPAIRS
10/28/24	LOWE'S HOME CENTERS, LLC	TXN00136775	\$44.94	TXN00136775-CAULK- SPACKLING-PAINT BRUSHES- TRUCK
10/28/24	PUBLIX #1138	TXN00136776	\$36.96	TXN00136776 PILOT LOUNGE SUPPLIES
10/28/24	HAMMOCK HARDWARE	TXN00136782	\$24.43	TXN00136782-HARDWARE-PVC - VARN PARK
10/28/24	DG HARDWARE.	TXN00136786	\$49.32	TXN00136786 - LM - HOG TRAPPING - ACE HARDWARE - 4
10/28/24	DG HARDWARE.	TXN00136789	\$8.42	TXN00136789 - PARKS - FAIRGROUNDS - CLAMPS - ACE H
10/28/24	SHERWIN-WILLIAMS725221	TXN00136791	\$423.43	TXN00136791-PAINT- BILLED TO WRONG CUSTOMER- REFUN
10/28/24	LOWE'S HOME CENTERS, LLC	TXN00136793	\$226.98	TXN00136793-COUNTERTOPS- GSB HUMAN RESOURCES OFFIC
10/28/24	LOWE'S HOME CENTERS, LLC	TXN00136806	\$73.31	TXN00136806-CEILING TILES-CARPET TRIM-INMATE ADMIN
10/28/24	WALMART.COM	TXN00136821	\$104.82	TXN00136821 - WATER HOSES
10/28/24	LOWE'S HOME CENTERS, LLC	TXN00136825	(\$978.56)	TXN00136825-REFUND OF TXN00136666
10/28/24	LOWE'S HOME CENTERS, LLC	TXN00136828	\$923.93	TXN00136828-WALL BASE - JUSTICE CENTER 1ST FL FLOO
10/28/24	HARBOR FREIGHT	TXN00136834	\$33.98	TXN00136834-PIN NAILS- PIN NAILER (TOOL) TRUCK 818
10/28/24	SQ FLORIDA PUBLIC TRANSP	TXN00136837	\$500.00	TXN00136837-YEARLY MEMBERSHIP DUES
10/28/24	DG HARDWARE.	TXN00136839	\$65.29	TXN00136839 - PARKS - FAIRGROUNDS - SCREWS & GARDE
10/28/24	ODP BUS SOL LLC	TXN00136845	\$19.36	TXN00136845 OFFICE SUPPLIES
10/28/24	SHERWIN-WILLIAMS702460	TXN00136858	\$45.62	TXN00136858-PAINT ROLLERS- VARN PARK
10/28/24	FAIRFIELD INN	TXN00136859	\$139.50	TXN00136859 - HOTEL FOR ESLI CLASS (ASPINWALL)
10/28/24	4IMPRINT, INC	TXN00136863	\$1,002.47	TXN00136863 - PARKS - TOTES & CUPS FOR COMMUNITY O
10/28/24	GRAINGER	TXN00136864	\$52.11	TXN00136864-CAPACITOR -FAIRGROUNDS COMPRESSOR REPA
10/28/24	DG HARDWARE.	61726	\$3.59	TXN00136866 KEY
10/28/24	LOWE'S HOME CENTERS, LLC	TXN00136874	\$85.96	TXN00136874-LUMBER- OLD DIXIE PARK -HORSE SHOE PIT
10/28/24	LOWE'S HOME CENTERS, LLC	TXN00136876	\$192.44	TXN00136876-PAINTING TOOLS - TRUCK 7935
10/28/24	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00136877	\$99.00	TXN00136877-LADDER - TRUCK 7953
10/28/24	SHERWIN-WILLIAMS725221	TXN00136881	\$247.90	TXN00136881-PAINT- VARN PARK
10/28/24	SHERWIN-WILLIAMS725221	TXN00136885	(\$423.43)	TXN00136885-REFUND OF TXN00136791
10/28/24	SITEONE LANDSCAPE	TXN00136890	\$400.08	TXN00136890 - ALL PARKS - ANT BAIT SITEONE LANDSCA
10/28/24	MailChimp	TXN00136898	\$410.00	TXN00136898 TDO MAILCHIMP
10/28/24	ADVANCE AUTO PARTS	TXN00136919	\$7.66	TXN00136919 - FLEET AIR COMPRESSOR EQUIPMENT REPAI
11/04/24	CANVA 104318-64453963	TXN00136937	\$119.40	TXN00136937 TDO MONTHLY SUB
11/04/24	AMAZON MARK	TXN00136946	\$330.81	TXN00136946 TRASH BAGS, URINAL MATS AND MOP HEADS
11/04/24	DG HARDWARE.	TXN00136949	\$20.73	TXN00136949 - PARKS - TRUCK#10803 PLIERS & CABLE T
11/04/24	AMZN Mktp US	TXN00136952	\$870.59	TXN00136952 - EXT CORDS, BATTERY JUMP START,, DEHU
11/04/24	GO CONFIGURE LLC	TXN00136955	\$184.14	TXN00136955 - REPAIR TO BOWFLEX MACHINE
11/04/24	AMZN Mktp US	TXN00136961	\$15.98	TXN00136961 - PARKS - FCRA - TIME SWITCH TRIPPER R
11/04/24	RESIDENCE INN	TXN00136965	\$172.13	TXN00136965 - HOTEL STAY - ESLI TRASINING (ASPINWA
11/04/24	LOWES #02241	TXN00136977	\$603.96	TXN00136977 - PARKS - PRESSURE WASHER FOR USE AT A
11/04/24	PAYPAL DAVESMEDICA	TXN00136978	\$1,250.00	TXN00136978 - RADIO STRAPS, HOLSTERS

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
11/04/24	LOWE'S HOME CENTERS, LLC	TXN00136982	\$39.96	TXN00136982-T-MOULDING - GSB HUMAN RESOURCES OFFIC
11/04/24	AMZN Mktp US	TXN00136984	\$34.98	TXN00136984 TDO OFFICE EQUIP SMALL
11/04/24	FL ASSOCIATION OF COUNTIES	TXN00136985	\$25.00	TXN00136985 EDO WEBINAR A. LUKASIK
11/04/24	ONBOARD SYSTEMS	TXN00136994	\$1,043.10	TXN00136994 - 50 FT HELICOPTER LONGLINE
11/04/24	PD.REARVIEWSAFETY.COM	TXN00136996	\$1,936.58	TXN00136996 - BACKUP CAMERA
11/04/24	LOWE'S HOME CENTERS, LLC	TXN00137004	\$450.20	TXN00137004-CABLE-LUMBER-ELECTRICAL BOX CVRS-ST 41
11/04/24	AMZN Mktp US	TXN00137021	\$395.99	TXN00137021 - AUTO COOLER TO TRANSPORT MEDS
11/04/24	DG HARDWARE.	TXN00137024	\$371.82	TXN00137024 - PARKS - FCRA - REPAIR OF SHADE STRUC
11/04/24	AMZN Mktp US	TXN00137025	\$35.98	TXN00137025 DAMP RID
11/11/24	AUTHORIZE.NET	TXN00137031	\$44.50	TXN00137031 Recreation Dynamics Service Fees
11/11/24	AMZN Mktp US	TXN00137038	\$119.22	TXN00137038 - Batteries
11/11/24	AMZN Mktp US	TXN00137039	\$42.20	TXN00137039 Windsock Sunshade for Field Ops
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137042	\$109.56	TXN00137042-LUMBER-HERSCHEL KING BOAT RAMP-STAPLES
11/11/24	INTERNATIONAL TRANSACTION	TXN00137044	\$0.09	TXN00137044 TDO BANK TRANSACTION FEE
11/11/24	AUTOPAY/DISH NTWK	TXN00137048	\$162.09	TXN00137048 - PPP - LEGACY HOUSE - OCT - DISH NETW
11/11/24	AMZN Mktp US	TXN00137050	\$16.63	TXN00137050 PILOT LOUN GE SUPPLIES
11/11/24	AMZN Mktp US	TXN00137052	\$103.72	TXN00137052 TDO OFFICE SUPPLY
11/11/24	VISTAPRINT	TXN00137053	\$43.98	TXN00137053 - BUSINESS CARDS FOR ARMANDO CASTANEDA
11/11/24	KLEEN RITE CORP	TXN00137054	\$2,532.51	TXN00137054 - REPLACEMENT PUMP FOR HIDDEN TRAILS-R
11/11/24	BUDGET VOICE APP CANVA	TXN00137057	\$9.00	TXN00137057 TDO CANVA VOICE OVER
11/11/24	FLAGLER POWER EQUIPMENT	TXN00137058	\$92.80	TXN00137058 - PARKS - TRUCK#10803 - CHAINSAW & EDG
11/11/24	PUBLIX #1138	TXN00137065	\$25.50	TXN00137065 PILOT LOUNGE SUPPLIES
11/11/24	SHERWIN-WILLIAMS725221	TXN00137066	\$1,079.80	TXN00137066-PAINT- VARN PARK-PARKS
11/11/24	FOUNDATION BUILDING MATERIALS LLC	TXN00137070	\$332.50	TXN00137070-COMPOUND-WOOD-DW TRACK-GSB-HR OFFICE B
11/11/24	SPYPOINT PREM-ANNUAL	TXN00137072	\$120.00	TXN00137072 - LM - ADDITIONAL CAMERA SUBSCRIPTION
11/11/24	INTERNATIONAL TRANSACTION	TXN00137074	\$1.20	TXN00137074 - LM - INTERNATIONAL CHARGE FROM TXN00
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137078	\$119.90	TXN00137078-WIRE CONNECTORS-TAPE-SCREWDRIVER & BIT
11/11/24	AMZN Mktp US	TXN00137080	\$382.62	TXN00137080 - DIGITAL SCALE, TRAILER HITCHES
11/11/24	THE COLLINS GROUP	TXN00137082	\$47.50	TXN00137082 REPLACEMENT FLAGS
11/11/24	3CMA ONLIN INV-4035	TXN00137083	\$400.00	TXN00137083 EDO MEMBERSHIP
11/11/24	CITY ELECTRIC SUPPLY INC	TXN00137084	\$101.80	TXN00137084-CONNECTORS & SCREWS- TRUCK 8180-FACILI
11/11/24	SHERWIN-WILLIAMS725221	TXN00137085	\$599.90	TXN00137085-PAINT- VARN PARK
11/11/24	HAMMOCK HARDWARE	TXN00137087	\$96.62	TXN00137087 - MASTER LOCK, GFCI RECEPTACLE, PAINT
11/11/24	K&M MOWER REPAIR	TXN00137097	\$115.36	TXN00137097 - PARKS - TRUCK#10091 - CHAINSAW REPAI
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137098	(\$11.96)	TXN00137098-REFUND OF TXN00137112
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137099	\$476.14	TXN00137099-PAINT- INMATE FACILITY- PAINT POUR SPO
11/11/24	AMZN Mktp US	TXN00137102	\$21.59	TXN00137102 - FLEET SHOP USE DIGITAL TIRE GAUGE AM
11/11/24	VERIZON CONNECT	TXN00137105	\$781.30	TXN00137105 GPS Tracking Oct 2024
11/11/24	TRACTOR SUPPLY	TXN00137110	\$67.97	TXN00137110 - LM - VEHICLE#6802 - STRAPS & GAS CAN
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137111	\$68.52	TXN00137111-PVC PIPE-ELECTRICAL BOX AND COVER-TAPE
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137112	\$210.54	TXN00137112-LUMBER-CEMENT/PRIMER-PVC PIPE & COUPLI

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137113	\$285.69	TXN00137113-ELECTRICAL BOX-CABLE-RECEPTACLE PLATES
11/11/24	FLORIDA LIBRARY ASSOCIATI	TXN00137114	\$140.00	TXN00137114 (renewal of Florida Library Associatio
11/11/24	LOWES #02241	TXN00137121	\$86.95	TXN00137121 - SCREWDRIVER BIT SET, METAL SCREWS &
11/11/24	LOWES #02241	TXN00137122	\$49.98	TXN00137122 - CARBIDE OSCILLATING TOOL-PRINCESS PL
11/11/24	PUBLIX #1138	TXN00137123	\$48.87	TXN00137123 PILOT LOUNGE SUPPLIES
11/11/24	IN NOVARE LIBRARY SERVIC	TXN00137128	\$160.00	TXN00137128 (Library Services Website Maintenance
11/11/24	FSP INTL ASSOC OF EMERGEN	TXN00137134	\$199.00	TXN00137134 - International Association of Emergen
11/11/24	LOWE'S HOME CENTERS, LLC	TXN00137138	\$280.42	TXN00137138-WEATHERSHIELD PAINT-VARN PARK
11/11/24	AMAZON RETA	TXN00137141	(\$71.32)	TXN00137141 - CREDIT TO TXN00136430 FOR MISSING HA
11/11/24	DNH GODADDY#3398120180	TXN00137148	\$50.16	TXN00137148 flaglercountyedc .biz .us
11/11/24	AMZN Mktp US	TXN00137152	(\$309.99)	TXN00137152 - REFUND ON TXN00136952 (RETURNED DEHU
11/11/24	FLAGLER POWER EQUIPMENT	TXN00137158	\$141.58	TXN00137158 SCAG MOWER PARTS
11/11/24	DG HARDWARE.	TXN00137160	\$18.34	TXN00137160 - PLUMBING SUPPLY LINE-JUSTICE CENTER-
11/11/24	AMZN Mktp US	TXN00137163	\$17.96	TXN00137163- FCT DESK FILES AMAZON 17.96
11/11/24	SITEONE LANDSCAPE	TXN00137167	\$51.55	TXN00137167 - PLUMBING REPAIR SUPPLIES-FARIGROUNDS
11/11/24	SHERWIN-WILLIAMS725221	TXN00137170	\$123.95	TXN00137170 - PAINT-VARN PARK-PARKS
11/11/24	THE WARE GROUP, LLC.	TXN00137173	\$371.10	TXN00137173-GRILLE REGISTER-CLAMP METER- ENERGY PL
11/11/24	STAMPS.COM	TXN00137174	\$19.99	TXN00137174 TDO STAMPS.COM MONTHLY CHARGE
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137175	\$31.62	TXN00137175-SPRAY PAINT-DRILL BITS- TRUCK 7953
11/18/24	IN FLORIDA ASSOCIATION O	TXN00137179	\$25.00	TXN00137179 - FLORIDA ASSOCIATION FO TEEN COURT -
11/18/24	DG HARDWARE.	TXN00137185	\$9.91	TXN00137185 - PARTS TO REPAIR SINK AT ST 62
11/18/24	DNH GODADDY#3399483055	TXN00137186	\$105.68	TXN00137186 flaglercountyedc domain
11/18/24	CHANNEL INNOVATIONS CORPO	TXN00137189	\$521.92	TXN00137189 - REPAIRS TO CASCADE
11/18/24	SQ COASTAL LOCK SERVICE	TXN00137190	\$70.00	TXN00137190 - SERVICE CALL, REPLACE CYLINDER LOCK-
11/18/24	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00137197	\$102.96	TXN00137197-TOOL TOTE - PADDED BELT- TRUCK 7953
11/18/24	FSP FL CHAP OF THE	TXN00137200	\$150.00	TXN00137200 - NENA CONFRENCE REGISTRATION
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137201	\$29.28	TXN00137201-FLAT WASHERS-LOCK NUTS- SCREWS- GLUE S
11/18/24	CALENDAR WIZ LLC	TXN00137202	\$147.00	TXN00137202 - YEARLY SUBSCRIPTION RENEWAL
11/18/24	LAWSON PRODUCTS	TXN00137204	\$171.56	TXN00137204 - FLEET SHOP USE LAWSON 171.56
11/18/24	VERIZONWRLSS RTCCR VB	TXN00137206	\$222.20	TXN00137206 Verizon Admin Oct 2024
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137210	\$36.72	TXN00137210-WALL BASE-JOINT COMPOUND-ADHESIVE- GS
11/18/24	SMARSH INC	TXN00137220	\$278.49	TXN00137220 Text Archiving Oct 2024
11/18/24	AMZN Mktp US	TXN00137222	\$494.85	TXN00137222 Christmas Float - Bows, Garland & Char
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137223	\$118.45	TXN00137223-SEALANT-HARDWARE- ELECTRIC BOXES/COVER
11/18/24	VERIZONWRLSS RTCCR VB	TXN00137227	\$136.32	TXN00137227 Verizon PSCN Oct 2024
11/18/24	VERIZONWRLSS RTCCR VB	TXN00137230	\$212.20	TXN00137230 Verizon TDO Oct 2024
11/18/24	AMZN Mktp US	TXN00137231	\$232.80	TXN00137231 - PARKS - CUSTOMIZED TABLECLOTH FOR CO
11/18/24	AAA FENCE INC.	TXN00137232	\$619.98	TXN00137232 - PPP - FENCE REPAIR - AAA FENCE - 619
11/18/24	CULLIGAN WATER	TXN00137234	\$47.50	TXN00137234 TDO OFFICE
11/18/24	RIDENOW POWERSPORTS DAYTO	TXN00137235	\$221.61	TXN00137235 - REPAIRS TO JET SKI FCID #9109
11/18/24	WATERS AG LAB,	TXN00137238	\$55.00	TXN00137238 - SOIL LABORATORY TESTING FOR CLEGG SO

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
11/18/24	AMZN Mktp US	TXN00137239	\$209.55	TXN00137239 Christmas Float - Trees & Garland
11/18/24	STARLINK INTERNET	TXN00137241	\$250.00	TXN00137241 - EOC Satellite Data Service
11/18/24	AMZN Mktp US	TXN00137244	\$328.55	TXN00137244 Library Books
11/18/24	AMZN Mktp US	TXN00137246	\$74.00	TXN00137246 Christmas Float - Character
11/18/24	AMAZON RETA	TXN00137251	\$59.95	TXN00137251 Camera Battery
11/18/24	AMZN Mktp US	TXN00137256	\$9.79	TXN00137256 - FLEET SHOP USE PLASTIC TIRE CHANGER
11/18/24	LOEWS HOTELS	TXN00137257	(\$425.26)	TXN00137257 Refund TXN00136364
11/18/24	DROPBOX VHFk1QLHS876	TXN00137258	\$119.88	TXN00137258 TDO DROPBOX MARKETING
11/18/24	LOWES #02241	TXN00137259	\$337.36	TXN00137259-GROUT-WAX RING KIT-VINYL PLANK FLOORIN
11/18/24	AMZN Mktp US	TXN00137260	\$7.91	TXN00137260 Employee Picnic - Golf Award
11/18/24	DG HARDWARE.	TXN00137264	\$26.09	TXN00137264 - TOILET SEAT-FAIRGROUNDS-FACILITIES
11/18/24	AMZN Mktp US	TXN00137266	\$39.53	TXN00137266 - PARKS 10474 SCAG EQUIPMENT REPAIR AM
11/18/24	LOEWS HOTELS	TXN00137272	(\$425.26)	TXN00137272 Refund TXN00136366
11/18/24	AMZN Mktp US	TXN00137273	\$45.97	TXN00137273 - FIRE RESCUE BOAT #41 EQUIPMENT REPAI
11/18/24	LOEWS HOTELS	TXN00137275	(\$425.26)	TXN00137275 Refund TXN00136368
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137276	\$246.03	TXN00137276-PLYWOOD-CAULK-GROUT-TEXTURE SPRAY- PRI
11/18/24	DG HARDWARE.	TXN00137278	\$41.74	TXN00137278 - BLANK KEYS & DEADBOLT-CARVER GYM-FAC
11/18/24	DG HARDWARE.	TXN00137279	\$11.34	TXN00137279 - PPP - CONCRETE FOR REPAIR - ACE HARD
11/18/24	DG HARDWARE.	TXN00137282	\$38.23	TXN00137282 - PARKS - REPAIR ALL PARKS SIGNS - ACE
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137284	\$407.52	TXN00137284-CABLE-LUMBER-SHOWER HEAD & DRAIN- STAT
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137287	\$46.44	TXN00137287-PAINT BRUSHES & ROLLERS- TRUCK 8180
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137291	\$203.40	TXN00137291-CEMENT BACKER BOARD- HARDWARE-LUMBER-
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137293	\$217.64	TXN00137293-LUMBER- HARDWARE- TAX CHARGED- REFUNDE
11/18/24	NATIONAL INSTITUTE OF GO	TXN00137294	\$360.00	TXN00137294 - NIGP COURSE SOURCING & CONTRACTING
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137295	(\$217.64)	TXN00137295-REFUND OF TXN00137293
11/18/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137296	\$36.71	TXN00137296 - PARKS 10654 EQUIPMENT REPAIR OREILLY
11/18/24	MARRIOTT ORLANDO LAKE	TXN00137297	\$170.24	TXN00137297 - HOTEL STAY - ESLI CLASS (ASPINWALL)
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137298	\$110.70	TXN00137298-FENCE RAILS & POSTS- CABLIE TIES- HERS
11/18/24	BJS.COM #5490	TXN00137299	\$695.38	TXN00137299 Employee Picnic - Refreshments
11/18/24	CITY ELECTRIC SUPPLY INC	TXN00137305	\$349.74	TXN00137305-CABLE- ADMIN OFFICES - GSB
11/18/24	FSP JUMP FOR JOY BOUNCERS	TXN00137308	\$1,486.00	TXN00137308 See TXN00137495 for Credit
11/18/24	4IMPRINT, INC	TXN00137311	\$9.75	TXN00137311 - REFUNDED ON TXN00137323 - DOUBLE CHA
11/18/24	SQ AMERICAN WIRE AND TER	TXN00137314	\$192.61	TXN00137314 - FLEET SHOP USE VEHICLE REPAIR AMERIC
11/18/24	AMZN Mktp US	TXN00137315	\$189.59	TXN00137315 TDO OFFICE PROMOTION
11/18/24	A AND S HARDWARE	TXN00137317	\$16.77	TXN00137317- PVC SOLVENT, ADAPTER & GALV NIPPLE-RO
11/18/24	FOUNDATION BUILDING MATERIALS LLC	TXN00137318	\$76.80	TXN00137318-DRYWALL STUDS - LUMBER- ST 41
11/18/24	TRACTOR SUPPLY	TXN00137320	\$39.96	TXN00137320 - STORAGE CONTAINERS FOR NEW RESCUES
11/18/24	AMZN Mktp US	TXN00137321	\$44.00	TXN00137321-CONTACTORS- GSB HVAC UNIT REPAIR
11/18/24	UNITED REFRIGERATION, INC.	TXN00137322	\$701.98	TXN00137322-HVAC PARTS- TUBING-CONNECTORS-ELBOWS-
11/18/24	4IMPRINT, INC	TXN00137323	(\$9.75)	TXN00137323 - REFUND OF TXN00137311 - DOUBLE CHARG

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
11/18/24	OSCEOLA PLUMBING SUPPLIES AND WELL DRILLING	TXN00137326	\$18.46	TXN00137326 - CREDIT TO ORIGINAL TXN 00136686 & PV
11/18/24	AMZN Mktp US	TXN00137328	\$18.95	TXN00137328 - WIRE TUBING
11/18/24	FL0204 LUV CAR WASH	TXN00137334	\$10.00	TXN00137334 TDO CAR WASH
11/18/24	LOWE'S HOME CENTERS, LLC	TXN00137335	\$51.46	TXN00137335-PAINT & ROLLERS- PRINCESS PLACE-CABIN
11/18/24	A AND S HARDWARE	TXN00137337	\$24.15	TXN00137337 - PVC ADAPTER, GALV NIPPLE, PVC UNION
11/18/24	DG HARDWARE.	TXN00137343	\$14.36	TXN00137343-COPPER TEE- STATION 41
11/18/24	4IMPRINT, INC	TXN00137344	(\$9.75)	TXN00137344 - CREDIT FROM TXN00136863 - OVERCHARGE
11/18/24	FERGUSON ENTERPRISES, INC.	TXN00137345	\$118.60	TXN00137345 - SINK FAUCET, WAX RING, PVC COUPLING-
11/18/24	LOWES #02241	TXN00137346	\$21.36	TXN00137346 - PPP - LUMBER - LOWES - 21.36
11/25/24	A AND S HARDWARE	TXN00137350	\$63.98	TXN00137350-PUMP PRESSURE SWITCH & BRONZE CHECK VA
11/25/24	MARRIOTT ORLANDO LAKE	TXN00137351	(\$18.24)	TXN00137351 - REFUND FOR TAXES ON TXN00137297
11/25/24	AMAZON RETA	TXN00137354	\$139.49	TXN00137354 - PARKS - WAGON FOR OUTREACH ITEMS - R
11/25/24	ODP BUS SOL LLC	TXN00137361	\$13.19	TXN00137361 - Office Supplies
11/25/24	AMZN Mktp US	TXN00137362	\$186.60	TXN00137362 Order# 113-4661652-0953065
11/25/24	AMZN Mktp US	TXN00137368	\$81.89	TXN00137368 - PARKS 11140 EQUIPMENT REPAIR AMAZON
11/25/24	AMZN Mktp US	TXN00137371	\$179.85	TXN00137371 - TONER CARTRIDGE
11/25/24	LOWE'S HOME CENTERS, LLC	TXN00137376	\$154.94	TXN00137376-EXTERIOR PAINT- STATION 41 UPGRADES
11/25/24	AMZN Mktp US	TXN00137377	\$77.18	TXN00137377 8GB Flash Memory - Fire Rescue
11/25/24	ODP BUS SOL LLC	TXN00137380	\$25.98	TXN00137380 - Office Supplies
11/25/24	A AND S HARDWARE	TXN00137381	\$57.47	TXN00137381 - PLUMBING PARTS BULL CREEK PUMP-BULL
11/25/24	AMZN Mktp US	TXN00137382	\$173.99	TXN00137382 - BIMINI TOP FOR BOAT
11/25/24	FL ASSOCIATION OF COUNTIES	TXN00137390	\$500.00	TXN00137390 - REGISTRATION - FAC LEGISLATIVE CONFE
11/25/24	AMZN Mktp US	TXN00137392	\$413.50	TXN00137392 - EOC Dorm Disposable Linen
11/25/24	Amazon.com LJ9T98J23	TXN00137399	\$15.74	TXN00137399 Replacement batteries
11/25/24	AMZN Mktp US	TXN00137403	\$41.75	TXN00137403 - MATERIALS FOR BOAT REPAIRS
11/25/24	AMAZON RETA	TXN00137405	\$187.30	TXN00137405 AMAZON LADDER BUILDING
11/25/24	DG HARDWARE.	TXN00137407	\$7.18	TXN00137407- FCT KEY MADE DG ACE 7.18
11/25/24	BUNNELL AUTO SUPPLY COMPANY INC.	TXN00137409	\$296.35	TXN00137409 - PARKS 772 EQUIPMENT REPAIR NAPA 296.
11/25/24	HAMMOCK HARDWARE	TXN00137412	\$21.99	TXN00137412-PIPE CUTTER- TRUCK 8200
11/25/24	AMAZON MARK	TXN00137416	\$232.92	TXN00137416 - TONER CARTRIDGE, UNIFORM PANTS, BELT
11/25/24	AMZN Mktp US	TXN00137417	\$40.22	TXN00137417 - PAINT
11/25/24	FERGUSON ENT INC	TXN00137418	\$1,459.05	TXN00137418-PLUMBING PARTS- STATION 41 UPGRADES
11/25/24	FLORIDA LOCAL GOVERNME	TXN00137427	\$250.00	TXN00137427 FLGISA Winter Symposium Registration -
11/25/24	AMZN Mktp US	TXN00137429	\$17.98	TXN00137429 - FACILITIES STIHL BLOWER EQUIPMENT RE
11/25/24	TCT ANDERSON'S	TXN00137430	\$133.78	TXN00137430 Christmas Float - Letters
11/25/24	LOWE'S HOME CENTERS, LLC	TXN00137432	\$41.91	TXN00137432-ELBOWS-PVC-PAINT BRUSHES- STATION 41 U
11/25/24	LOWE'S HOME CENTERS, LLC	TXN00137433	\$221.70	TXN00137433-DECK SCREWS-LUMBER- STATION 41-PAINT B
11/25/24	4IMPRINT, INC	TXN00137434	(\$50.00)	TXN00137434 - CREDIT FROM TXN00136863 - OVERCHARGE
11/25/24	AMZN Mktp US	TXN00137436	\$188.00	TXN00137436 - SPRAY GUNS FOR HEAVY EQUIPMENT REPAI
11/25/24	THE HOME DEPOT PRO - SUPPLY WORKS	TXN00137440	\$65.85	TXN00137440- HARDWARE- STATION 41 UPGRADES

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
11/25/24	BT NYRP	TXN00137441	\$440.29	TXN00137441 - TIME TROL VALVE FOR PLUMBING-INMATE
11/25/24	BUILDERSFIRSTSOURCE30031	TXN00137442	\$30.78	TXN00137442-PLYWOOD- MENS RESTROOM DOOR REPLACEMEN
11/25/24	EQUIPMENT CITY	TXN00137445	\$201.11	TXN00137445 - FLEET SHOP TIRE MACHINE EQUIPMENT RE
11/25/24	HAMMOCK HARDWARE	TXN00137446	\$64.65	TXN00137446 - C BATTERIES, NUT BOLT & WASHERS, LIG
11/25/24	AMZN Mktp US	TXN00137448	\$30.99	TXN00137448 ipad Case
11/25/24	REXEL 1117	TXN00137454	\$443.34	TXN00137454-VARIOUS TYPES OF HARDWARE- STATION 41
11/25/24	ODP BUS SOL LLC	TXN00137455	\$101.02	TXN00137455 - Office Supplies
11/25/24	AIRGAS - SOUTH	TXN00137457	\$415.23	TXN00137457 - GASSES AND GRINDING TOOLS FOR WELDER
11/25/24	KOALA INSULATION OF JA	TXN00137461	\$2,575.00	TXN00137461-SPRAY FOAM INSULATION-STATION 41 UPGRA
11/25/24	Amazon.com V43AV4EI3	TXN00137462	\$46.95	TXN00137462 Otterbox Commision
11/25/24	SHARK INDUSTRIES LTD	TXN00137464	\$30.20	TXN00137464 -FLEET SHOP USE MOUNT INSERTS FOR TIRE
11/25/24	Amazon.com R28954B23	TXN00137467	\$329.99	TXN00137467 - EOC Press Room Audio Mixer
11/25/24	AMAZON RETA	TXN00137471	\$117.58	TXN00137471 Coffee & Office Supplies
11/25/24	VISTAPRINT	TXN00137472	\$103.95	TXN00137472 ORDER# VP_7FCSK8C4 BIZ CARDS FOR C. E
11/25/24	TEN-8 FIRE EQUIPMENT, INC	TXN00137473	\$524.20	TXN00137473 - REPAIRS E16
11/25/24	IN FLORIDA PPE SERVICES	TXN00137474	\$179.00	TXN00137474 - NFPA TRAINING CLASS (CASTANEDA)
11/25/24	AMAZON RETA	TXN00137475	\$89.99	TXN00137475 - SHOP STOOL - WELDING SHOP
11/25/24	DG HARDWARE.	TXN00137476	\$37.79	TXN00137476-PAINT- PARKS
11/25/24	AMZN Mktp US	TXN00137486	\$533.43	TXN00137486 - MATERIALS TO REPAIR BOAT, 2-SIDED TA
11/25/24	CRAFTMASTER HARDWARE, LLC	TXN00137489	\$817.50	TXN00137489 - DOOR CLOSERS FOR VARIOUS COUNTY BUIL
11/25/24	B AND B FASTENER AND SUPP	TXN00137494	\$219.98	TXN00137494-REPLACEMENT TOOL BATTERIES- TRUCK 1064
11/25/24	FSP JUMP FOR JOY BOUNCERS	TXN00137495	(\$1,486.00)	TXN00137495 Credit for TXN00137308
11/25/24	FERGUSON ENT INC	TXN00137497	\$2.83	TXN00137497-BUSHINGS - FACILITIES
11/25/24	LOWE'S HOME CENTERS, LLC	TXN00137502	\$124.09	TXN00137502-WATER HAMMER-TR 7931- SOLDERING-FLUX-S
11/25/24	KEYS DECK AND DOCK SUPP	TXN00137503	\$317.30	TXN00137503-13' WHITE & BLACK CONE PILE CAP - PARK
11/25/24	OFFSEC	TXN00137504	\$2,079.00	TXN00137504 Learn One Annual Subscription
11/25/24	LOWE'S HOME CENTERS, LLC	TXN00137505	\$95.97	TXN00137505-SPRAY FOAM- EXTENSION POLE- TRUCK 7831
11/25/24	AMAZON RETA	TXN00137506	(\$139.49)	TXN00137506 - REFUND OF TXN00137354 - AMAZON - 139
11/25/24	AMZN Mktp US	TXN00137509	\$97.55	TXN00137509 AMAZON ORDER # 112-6346167-0841801 OFF
11/25/24	DG HARDWARE.	TXN00137512	\$14.67	TXN00137512-SPRAY PAINT - PARKS
11/25/24	LOWE'S HOME CENTERS, LLC	TXN00137514	\$77.04	TXN00137514-WOOKD-CAULK-CONDUIT-MORTAR MIX-ELECTRI
12/02/24	SOUTHWES 5262582836293	TXN00137519	\$437.97	TXN00137519 TDO TRAVEL CDME A.LUKASIK
12/02/24	PROFESSIONAL SERVICE INDUSTRIES INC	TXN00137521	\$1,968.50	TXN00137521-SOIL TESTING- MANGO LOT
12/02/24	DG HARDWARE.	TXN00137525	\$52.30	TXN00137525-FLEX SEAL- TRUCK 8180-FACILITIES
12/02/24	FSSOLUTIONS	TXN00137528	\$105.00	TXN00137528-FCT DOT DRUG SCREENS FSSOLUTIONS 105.0
12/02/24	AIRGAS - SOUTH	TXN00137531	\$238.19	TXN00137531 - OXYGEN
12/02/24	AIRGAS - SOUTH	TXN00137532	\$147.78	TXN00137532 - OXYGEN
12/02/24	FAIRFIELD INN	TXN00137534	(\$15.50)	TXN00137534 - REFUND FOR TAXES ON TXN00136859
12/02/24	Flagler Tiger Bay Club	TXN00137538	\$130.00	TXN00137538 TDO A.IUKASIK D.MORGAN
12/02/24	DG HARDWARE.	TXN00137544	\$30.59	TXN00137544 - CARBON MONOXIDE ALARM-INMATE FACILIT
12/02/24	AIRGAS - SOUTH	TXN00137548	\$120.34	TXN00137548 - OXYGEN

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
12/02/24	SHERWIN-WILLIAMS725221	TXN00137550	\$31.70	TXN00137550 - DENATURED ALCOHOL
12/02/24	AIRGAS - SOUTH	TXN00137551	\$202.26	TXN00137551 - OXYGEN
12/02/24	DG HARDWARE.	TXN00137568	\$11.93	TXN00137568 - GRAFITTI REMOVER-PC LIBRARY-FACILITI
12/02/24	PUBLIX #1138	TXN00137583	\$76.08	TXN00137583 PILOT LOUNGE SUPPLIES
12/02/24	UNIVERSITY OF SOUTH FLORIDA	TXN00137585	\$100.00	TXN00137585 FACE CODE ENF TEST T LEE
12/02/24	AMZN Mktp US	TXN00137586	\$29.98	TXN00137586 OFFICE SUPPLIES-BUILDING
12/02/24	EVERGLADES EQUIP GROUP	TXN00137588	\$117.60	TXN00137588 - FACILITIES BLOWER EQUIPMENT REPAIR E
12/02/24	USPS PO 1112000315	TXN00137591	\$5.58	TXN00137591- FCT USPS FIRST CLASS LETTER SENT
12/02/24	UNIVERSITY OF SOUTH FLORIDA	TXN00137595	\$550.00	TXN00137595 FACE CODE ENF CLASS T LEE
12/02/24	LOWES #02241	TXN00137605	\$538.19	TXN00137605 - ELECTRIC RANGE -ESPANOLA COMMUNITY C
12/02/24	FL ASSOCIATION OF COUNTIES	TXN00137606	\$500.00	TXN00137606 - REGISTRATION - FAC LEGISLATIVE CONFE
12/02/24	FL ASSOCIATION OF COUNTIES	TXN00137608	(\$400.00)	TXN00137608 - CANCELLATION - REGISTRATION FAC LEGI
12/02/24	BLD WINROCK PROPERTY MANA	TXN00137610	\$1,678.74	TXN00137610 - BUNNELL LIBRARY RENT - DEC 2024
12/02/24	AMZN Mktp US	TXN00137613	\$27.99	TXN00137613-EMPLOYEE NAME PLATE-FLEET
12/02/24	FL ASSOCIATION OF COUNTIES	TXN00137614	\$500.00	TXN00137614 - REGISTRATION - FAC LEGISLATIVE CONFE
12/02/24	DG HARDWARE.	TXN00137619	\$35.99	TXN00137619- FACE RESPIRATORS - FACILITIES TRUCK #
12/09/24	AMZN Mktp US	TXN00137625	\$217.79	TXN00137625 New Chair - Carli
12/09/24	AMZN Mktp US	TXN00137629	\$46.87	TXN00137629-KEYBOARD STAND- MOUSE PAD - GENERAL SE
12/09/24	ODP BUS SOL LLC	TXN00137631	\$482.40	TXN00137631 - Uninterruptable Power Supplies
12/09/24	INTERNATIONAL TRANSACTION	TXN00137635	\$1.25	TXN00137635 - INTERNATIONAL FEE ON TXN00137639
12/09/24	AMZN Mktp US	TXN00137638	\$103.69	TXN00137638 Tax Collector Retirement - Candy
12/09/24	SPIDERTRACKS	TXN00137639	\$125.00	TXN00137639 - HELICOPTER SUPPORT BY THE HOUR
12/09/24	LOWES #02241	TXN00137640	\$139.00	TXN00137640 - PPP COTTAGES - PRIMO WATER COOLER -
12/09/24	UPLIFT DESK	TXN00137644	\$1,350.00	TXN00137644 - New Desk - Cyber Carli
12/09/24	USPS.COM CLICKNSHIP	TXN00137645	\$26.04	TXN00137645 (3 labels to ship 2 routine and 1 expe
12/09/24	INTERNATIONAL TRANSACTION	TXN00137646	\$1.25	TXN00137646 - INTERNATIONAL FEE ON TXN00137651
12/09/24	ADVANCE AUTO PARTS	TXN00137648	\$117.67	TXN00137648 - FCSO 6778 VEHICLE REPAIR ADVANCE AUT
12/09/24	LOWES #00907	TXN00137649	\$259.20	TXN00137649 - LOWES - WATER PALLET FOR FIRE
12/09/24	SPIDERTRACKS	TXN00137651	\$125.00	TXN00137651 - HELICOPTER SUPPORT BY THE HOUR
12/09/24	Amazon.com ZL9UT5MV0	TXN00137653	\$33.96	TXN00137653 - CCE SC5M (4) PACK OF PADS FOR CLIEN
12/09/24	TOM NEHL TRUCK COMPANY	TXN00137654	(\$70.23)	TXN00137654 - CREDIT TO ORIGINAL TXN 00136468
12/09/24	TOM NEHL TRUCK	TXN00137655	\$85.70	TXN00137655 - FACILITIES 9690 VEHICLE REPAIR TOM N
12/09/24	FIRELINE, INC.	TXN00137658	\$563.24	TXN00137658 - FIRE RESCUE 8518 VEHICLE REPAIR FIRE
12/09/24	BEST VALUE COPY	TXN00137662	\$273.90	TXN00137662 Print & Bind Study Guide
12/09/24	AMZN Mktp US	TXN00137663	\$195.99	TXN00137663 - FCT 120 VEHICLE REPAIR AMAZON 195.99
12/09/24	USPS.COM CLICKNSHIP	TXN00137664	\$17.36	TXN00137664 (2 labels to ship 2 routine passport a
12/09/24	AMZN Mktp US	TXN00137666	\$18.95	TXN00137666 - AMAZON - DESK CALENDAR 2025
12/09/24	DISH NETWORK-ONE TIME	TXN00137667	\$80.10	TXN00137667 - CABLE TV ST 71 11.29.24-12.28.24
12/09/24	VISTAPRINT	TXN00137669	\$720.00	TXN00137669 2025 Photo Contest Desk Calendars
12/09/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137672	\$29.55	TXN00137672 - FCT 124 VEHICLE REPAIR OREILLY 29.55
12/09/24	FIRE LINE EQUIPMENT, L	TXN00137679	\$161.83	TXN00137679 - FIRE RESCUE 8257 VEHICLE REPAIR FIRE

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
12/09/24	AMZN Mktp US	TXN00137681	\$690.97	TXN00137681 - LANYARDS
12/09/24	JB RENTAL RENT ALL	TXN00137683	\$339.15	TXN00137683-EQUIPMENT RENTAL - FACILITIES
12/09/24	DG HARDWARE.	TXN00137684	\$115.16	TXN00137684 - DRAIN CLEANER-JAIL-FCSO
12/09/24	AUTHORIZE.NET	TXN00137685	\$47.45	TXN00137685 Recreation Dynamics Service Fees
12/09/24	LOWES #02241	TXN00137686	\$4,044.60	TXN00137686 - LOWES - FIRE STATIONS GRILLS
12/09/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137692	\$15.13	TXN00137692 - LAND MGT 1061 VEHICLE REPAIR OREILLY
12/09/24	AMZN Mktp US	62034	\$52.68	TXN00137695 - AMAZON - OFFICE SUPPLIES
12/09/24	GARY YEOMANS FORD LINCOLN	TXN00137696	\$485.40	TXN00137696 - FCT 119 VEHICLE REPAIR GARY YEOMANS
12/09/24	AMZN Mktp US	TXN00137701	\$63.99	TXN00137701 - FIRE RESCUE 8257 (T-51) VEHICLE REPA
12/09/24	AMZN Mktp US	TXN00137702	\$8.99	TXN00137702 - DESK CALENDAR
12/09/24	USPS.COM CLICKNSHIP	TXN00137703	\$8.68	TXN00137703 (1 label to ship 1 routine passport ap
12/09/24	TRILOGY MEDICAL WASTE	TXN00137707	\$151.41	TXN00137707 - MEDICAL WASTE REMOVAL 11/24
12/09/24	AIRGAS - SOUTH	TXN00137709	\$158.72	TXN00137709 - OXYGEN
12/09/24	AMZN Mktp US	TXN00137710	\$79.99	TXN00137710 Monitor Mount - UAS
12/09/24	DONALDSON FILTRATION SOL	TXN00137711	\$894.00	TXN00137711 - AFS OIL / CLEANER
12/09/24	DG HARDWARE.	TXN00137714	\$10.91	TXN00137714 - FLEET SHOP USE VINYL TUBING ACE HARD
12/09/24	CFS PRODUCTS	TXN00137715	\$101.01	TXN00137715 (Purchased passport folders for passpo
12/09/24	DOLLAR TREE	TXN00137716	\$5.00	TXN00137716 - HOT CHOC AND PLATES FOR SENIOR CENTE
12/09/24	ADVANCE AUTO PARTS	TXN00137717	\$15.14	TXN00137717 - FCT 126 VEHICLE REPAIR ADVANCE AUTO
12/09/24	AMZN Mktp US	TXN00137720	\$150.56	TXN00137720 - Storage Cabinets - IT Support
12/09/24	AIRGAS - SOUTH	TXN00137722	\$231.55	TXN00137722 - OXYGEN
12/09/24	AIRGAS - SOUTH	TXN00137723	\$310.25	TXN00137723 - OXYGEN
12/09/24	TARGET	TXN00137725	\$11.97	TXN00137725 - CONG MEALS COOKIES FOR DECORATING
12/09/24	HAMMOCK HARDWARE	TXN00137728	\$22.64	TXN00137728 - HEX BOLTS, ELECTRICAL PLATE & COMBO
12/09/24	GARY YEOMANS FORD LINCOLN	TXN00137731	\$339.31	TXN00137731 - FCT 138 VEHICLE REPAIR GARY YEOMANS
12/09/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137732	(\$81.71)	TXN00137732 - CREDIT TO ORIGINAL TXN 00137748
12/09/24	Lewis Petroleum	TXN00137735	\$241.35	TXN00137735 - FLEET SHOP USE LEWIS PETROLEUM 241.3
12/09/24	DG HARDWARE.	TXN00137737	\$13.76	TXN00137737- PLASTIC WIRE HOOKS- GSB ADMIN- FACILI
12/09/24	COLUMBIA AVIATION,	TXN00137738	\$547.18	TXN00137738 - JET FUEL
12/09/24	ADVANCE AUTO PARTS	TXN00137739	\$26.76	TXN00137739 - FCT 132 VEHICLE REPAIR ADVANCE AUTO
12/09/24	EMPIRE CYLINDER LLC	TXN00137747	\$330.00	TXN00137747 - SCBA CYLINDER HYDRO / INSPECTION
12/09/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137748	\$324.55	TXN00137748 - FCSO 3070 VEHICLE REPAIR OREILLY 324
12/09/24	VISTAPRINT	TXN00137754	\$30.98	TXN00137754 ORD# VP_NBPBN43F BIZ CARDS FOR E. R
12/09/24	AMZN Mktp US	TXN00137755	\$53.94	TXN00137755 Christmas Float - Antlers
12/09/24	USPS.COM CLICKNSHIP	TXN00137757	\$17.36	TXN00137757 (2 labels to ship 1 routine passport a
12/09/24	DG HARDWARE.	TXN00137758	\$5.13	TXN00137758- TWINE- GSB HR- FACILITIES
12/09/24	AMZN Mktp US	TXN00137759	\$20.00	TXN00137759 Photo Sensors - Gate Access
12/09/24	LOWE'S HOME CENTERS, LLC	TXN00137760	\$138.96	TXN00137760-PVC PARTS - WIPING CLOTHS - FACILITIES
12/09/24	ADVANCE AUTO PARTS	TXN00137763	\$48.43	TXN00137763 - FCSO 3070 VEHICLE REPAIR ADVANCE AUT
12/16/24	AMZN Mktp US	TXN00137764	\$10.88	TXN00137764 - FLEET SHOP USE FUSES VEHICLE REPAIR
12/16/24	HOWCO ENVIRONMENTAL SERVI	TXN00137765	\$754.00	TXN00137765-USED OIL & ANTIFREEZE - LANDFILL

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137767	\$153.65	TXN00137767 Verizon Eco Opp Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137768	\$247.99	TXN00137768 Verizon Transport Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137769	\$136.32	TXN00137769 Verizon PSCN Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137770	\$106.85	TXN00137770 Verizon SW Nov 2024
12/16/24	SQ AUTO GLASS BY STEVE L	TXN00137773	\$200.00	TXN00137773 - LAND MGT 1061 VEHICLE REPAIR AUTO GL
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137774	\$45.65	TXN00137774 Verizon Courts Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137775	\$172.39	TXN00137775 Verizon Nov 2025 Legal
12/16/24	AMZN Mktp US	TXN00137776	\$470.93	TXN00137776 - Ribbon and Transfer Film for ID Prin
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137777	\$2,120.13	TXN00137777 Verizon Fire Rescue Nov 2024
12/16/24	STAPLS7647228100000001	TXN00137778	\$456.76	TXN00137778 (Purchase of office supplies, paper, c
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137780	\$159.89	TXN00137780 Verizon Fleet Nov 2025
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137781	\$1,217.42	TXN00137781 Verizon Parks Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137783	\$181.76	TXN00137783 Verizon Comms Nov 2024
12/16/24	AUTOZONE 1931	TXN00137785	\$43.98	TXN00137785 - FIRE RESCUE 10792 VEHICLE REPAIR AUT
12/16/24	GARY YEOMANS FORD LINCOLN	TXN00137786	\$1,769.44	TXN00137786 - FIRE RESCUE 10792 VEHICLE REPAIR GAR
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137787	\$1,277.08	TXN00137787 Verizon IT Nov 2024
12/16/24	FAIRFIELD INN	TXN00137788	\$744.00	TXN00137788 Fairfield by Marriott- FACE TEST FOR T
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137790	\$561.20	TXN00137790 Verizon R&B Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137791	\$222.20	TXN00137791 Verizon Admin Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137792	\$174.38	TXN00137792 Verizon Airport Nov 2024
12/16/24	TOLL BRIDGE DUNES CDD	TXN00137795	\$100.00	TXN00137795 - PARKS & FACILITIES - HAMMOCK DUNES T
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137796	\$212.20	TXN00137796 Verizon TDO Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137799	\$181.76	TXN00137799 Verizon LM Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137800	\$523.72	TXN00137800 Verizon Building Dep Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137802	\$217.20	TXN00137802 Verizon GS Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137805	\$167.39	TXN00137805 Verizon GM Nov 2024
12/16/24	FL ASSOCIATION OF COUNTIES	TXN00137807	\$25.00	TXN00137807 - Online County Government Education p
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137809	\$253.27	TXN00137809 Verizon Commission Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137814	\$153.65	TXN00137814 Verizon E911 Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137816	\$72.14	TXN00137816 Verizon Fire Flight Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137817	\$227.20	TXN00137817 Verizon Community Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137818	\$80.88	TXN00137818 Verizon HR Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137822	\$81.51	TXN00137822 Verizon Library Nov 2024
12/16/24	CITY OF PALM COAST	TXN00137824	\$405.73	TXN00137824 - WATER USAGE ST 41 10.8.24-11.12.24
12/16/24	PAYPAL NEFLIN NEFLIN	TXN00137827	\$15.00	TXN00137827 (NEFLIN Conference Registration)
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137828	\$262.64	TXN00137828 Verizon Finance Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137829	\$1,904.04	TXN00137829 Verizon Facilities Nov 2024
12/16/24	STAPLS7647228100001001	TXN00137831	(\$20.40)	TXN00137831 (return of 6 calendars)
12/16/24	TOLL BRIDGE DUNES CDD	TXN00137834	\$20.00	TXN00137834 - PARKS & FACILITIES - HAMMOCK DUNES T
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137835	\$2.10	TXN00137835 Verizon EM Go Nov 2024
12/16/24	VERIZONWRLSS RTCCR VB	TXN00137836	\$136.32	TXN00137836 Verizon GAL Nov 2024

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Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
12/16/24	AMZN Mktp US	TXN00137843	\$118.80	TXN00137843 - FIRE RESCUE 931 (A-51) VEHICLE REPAI
12/16/24	ADVANCE AUTO PARTS	TXN00137845	\$30.71	TXN00137845 - FCSO 5676 VEHICLE REPAIR ADVANCE AUT
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137846	\$121.96	TXN00137846 - FBPD 2884 VEHICLE REPAIR OREILLY 121
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137858	\$62.22	TXN00137858 - FCSO 5677 VEHICLE REPAIR OREILLY 62.
12/16/24	BJS WHOLESALE	TXN00137861	\$113.22	TXN00137861 - Refreshments for County EM Directors
12/16/24	LS BUNNELL FEED	TXN00137862	\$52.50	TXN00137862 - HAY FOR LIVE BURNS
12/16/24	FL ASSOCIATION OF COUNTIES	TXN00137864	\$75.00	TXN00137864 - FAC ONLINE LEARNING - GROWTH MANAGEM
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137868	\$290.28	TXN00137868 - FCSO 7360 VEHICLE REPAIR OREILLY 290
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137870	\$50.99	TXN00137870 - FCSO 6282 VEHICLE REPAIR OREILLY 50.
12/16/24	FRESH PRINTS OF PALM COAS	TXN00137873	\$514.50	TXN00137873 - UNIFORM POLOS
12/16/24	WAL-MART #1182	TXN00137874	\$177.65	TXN00137874 - FOOD AND SUPPLIES FOR ADULT DAY CENT
12/16/24	DG HARDWARE.	TXN00137875	\$11.00	TXN00137875- BLOCK MAGNETS- GSB- COVER VIEWING SCR
12/16/24	AMZN Mktp US	TXN00137876	\$55.98	TXN00137876-NAME PLATES- GENERAL SERVICES
12/16/24	AMZN Mktp US	TXN00137880	\$46.86	TXN00137880-CORK BOARD - OFFICE SUPPLIES- GENERAL
12/16/24	WALGREENS #7755	TXN00137883	\$6.79	TXN00137883 - 40 CT. ISOPROPYL ALCOHOL WIPES FOR
12/16/24	ENTERPRISE RENT-A-CAR	TXN00137885	\$235.17	TXN00137885 - RENTAL CAR - AIRBUS TRAINING - WHALE
12/16/24	USPS.COM CLICKNSHIP	TXN00137887	\$8.68	TXN00137887 (1 label to ship 1 routine passport ap
12/16/24	RADIATOR EXPRESS WAREHOUS	TXN00137888	\$98.00	TXN00137888 - FCSO 6757 VEHICLE REPAIR 1-800 RADIA
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137893	\$127.00	TXN00137893 - FCSO 6282 VEHICLE REPAIR OREILLY 127
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137894	\$401.58	TXN00137894 - FCT 114 VEHICLE REPAIR OREILLY 401.5
12/16/24	AMZN Mktp US	TXN00137897	\$38.09	TXN00137897 - AMAZON - OFFICE SUPPLES
12/16/24	AMZN Mktp US	TXN00137899	\$279.50	TXN00137899 Tax Collector Retirement - Drink Dispe
12/16/24	REED FILTER PRODUCTS	TXN00137901	\$82.50	TXN00137901-HVAC FILTERS - FACILITIES
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137902	(\$406.52)	TXN00137902 - CREDIT TO ORIGINAL TXNS 00137906 & 0
12/16/24	NCOURT FLFLAGLERCOCIRCIT	TXN00137904	\$1,195.43	TXN00137904 - DOC STAMPS AND PROC FEE - PHOENIX CR
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137906	\$213.46	TXN00137906 - FCSO 6775 & 6777 VEHICLE REPAIR OREI
12/16/24	USPS.COM CLICKNSHIP	TXN00137907	\$8.68	TXN00137907 (1 label to ship 1 routine passport ap
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137908	\$37.20	TXN00137908 - FIRE RESCUE 10081 VEHICLE REPAIR ORE
12/16/24	QUADIENT LEASING USA, INC.	TXN00137909	\$473.46	TXN00137909 Postage Machine Lease
12/16/24	AMZN Mktp US	TXN00137913	\$12.99	TXN00137913 - AMAZON - CALENDAR
12/16/24	ABM ORLANDO INTL	TXN00137914	\$72.00	TXN00137914 - AIRPORT PARKING - AIRBUS TRAINING -
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137918	\$20.07	TXN00137918 - AIRPORT 1007 VEHICLE REPAIR OREILLY
12/16/24	MONSTER MOTORCYCLES INC	TXN00137920	\$70.00	TXN00137920 - FCSO 7745 VEHICLE REPAIR MONSTER MOT
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137922	\$269.72	TXN00137922 - FCSO 6775 & 6777 VEHICLE REPAIR OREI
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137923	\$68.83	TXN00137923 - FCSO 5238 VEHICLE REPAIR OREILLY 68.
12/16/24	HILTON GARDEN INN	TXN00137926	\$384.20	TXN00137926 - HOTEL STAY - AIRBUS TRAINING - WHALE
12/16/24	AMZN Mktp US	TXN00137928	\$30.87	TXN00137928 - 12 MONTH WEEKLY PLANNER FOR H. MUSGR
12/16/24	DG HARDWARE.	TXN00137929	\$11.93	TXN00137929 - LITHIUM BATTERIES-FACILITIES
12/16/24	USPS.COM CLICKNSHIP	TXN00137930	\$17.36	TXN00137930 (2 labels to ship 1 routine and 1 expe
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137933	\$62.22	TXN00137933 - FCSO 6424 VEHICLE REPAIR OREILLY 62.
12/16/24	AMZN Mktp US	TXN00137934	\$171.80	TXN00137934 - FCT 122 VEHICLE REPAIR AMAZON 171.80

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12/16/24	Amazon.com ZX2EK80A0	TXN00137937	\$490.00	TXN00137937 - PARKS - DOGGY BAGS FOR ALL PARKS - A
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137939	(\$193.06)	TXN00137939 -CREDIT TO ORIGINAL TXN 00137947
12/16/24	GARY YEOMANS FORD LINCOLN	TXN00137940	\$485.40	TXN00137940 - FCT 114 VEHICLE REPAIR GARY YEOMANS
12/16/24	JONES & BARTLETT LEARNING	TXN00137941	\$791.96	TXN00137941 - PARAMEDIC EXAM PREP COURSE
12/16/24	ADVANCE AUTO PARTS	TXN00137942	\$36.56	TXN00137942 - FCSSO 6424 VEHICLE REPAIR ADVANCE AUT
12/16/24	STAPLS7647474238000001	TXN00137943	\$250.62	TXN00137943 - OFFICE CHAIR FOR BUDGET
12/16/24	AMAZON RETA	TXN00137944	\$13.49	TXN00137944 - FCSSO 6775 6776 6779 VEHICLE REPAIR A
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137947	\$193.06	TXN00137947 - FCT 114 VEHICLE REPAIR OREILLY 193.0
12/16/24	O'REILLY AUTOMOTIVE STORES, INC	TXN00137949	\$8.40	TXN00137949 - FCT 122 VEHICLE REPAIR OREILLY 8.40
12/16/24	GARY YEOMANS FORD LINCOLN	TXN00137950	\$173.65	TXN00137950 - FCSSO 6784 VEHICLE REPAIR GARY YEOMAN
12/16/24	AMZN Mktp US	TXN00137954	\$109.99	TXN00137954 - HHS ADMIN OFFICE CHAIR
01/02/25	GARY YEOMANS FORD LINCOLN	TXN00137964	\$62.27	TXN00137964 - FCSSO 6084 VEHICLE REPAIR GARY YEOMAN
01/02/25	AMZN Mktp US	TXN00137973	\$118.94	TXN00137973- FCT OFFICE CHAIR AMAZON 118.94
01/02/25	AMZN Mktp US	TXN00137975	\$79.98	TXN00137975 - FCSSO 6582 VEHICLE REPAIR AMAZON 79.9
01/02/25	MISTER CAR WASH	TXN00137985	\$42.79	TXN00137985 ADMIN VEHICLE CAR WASH
01/02/25	ADVANCE AUTO PARTS	TXN00137988	\$85.90	TXN00137988 - FCT 112 VEHICLE REPAIR ADVANCE AUTO
01/02/25	GOVERNMENT FINANCE OFFICE	TXN00137992	\$665.00	TXN00137992 - BUDGET AWARD APLICATION FEE FY2024
01/02/25	FSSOLUTIONS	TXN00137993	\$70.00	TXN00137993- FCT DRUG SCREENS FSSOLUTIONS 70.00
01/02/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00137997	\$212.57	TXN00137997 - FCSSO 7825 VEHICLE REPAIR OREILLY 212
01/02/25	AMZN Mktp US	TXN00137999	\$243.89	TXN00137999 - ALUMINUM MOULDING, WHITE BOARD
01/02/25	GARY YEOMANS FORD LINCOLN	TXN00138001	\$80.50	TXN00138001 - EMS 10094 VEHICLE REPAIR GARY YEOMAN
01/02/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138002	\$34.26	TXN00138002 - EMS 10094 (R-16) VEHICLE REPAIR OREI
01/02/25	FL ASSOCIATION OF COUNTIES	TXN00138006	\$75.00	TXN00138006 - FAC ONLINE EDUCATION - ETHICS - ICG
01/02/25	SQ LUXURY MOBILE WASH	TXN00138010	\$250.00	TXN00138010 - VEHICLE DETAILING
01/02/25	ADVANCE AUTO PARTS	TXN00138012	\$334.35	TXN00138012 - FCT 120 VEHICLE REPAIR ADVANCE AUTO
01/02/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138014	\$107.53	TXN00138014 - FCSSO 6622 VEHICLE REPAIR OREILLY 107
01/02/25	AMZN Mktp US	TXN00138015	\$249.80	TXN00138015 - ALUMINUM PLATES, PANELS
01/02/25	PP DOLPHIN PRINTING	TXN00138025	\$37.90	TXN00138025 2024 Annual Report
01/02/25	LOWE'S HOME CENTERS, LLC	TXN00138026	\$17.96	TXN00138026-LEATHER CONSTRUCTION GLOVES-MARKING CH
01/02/25	DG HARDWARE.	TXN00138027	\$11.01	TXN00138027-DUCT TAPE - TRUCK 8800-FACILITIES
01/02/25	THE UPS STORE	TXN00138030	\$65.45	TXN00138030 - SHIP NVG
01/02/25	ADVANCE AUTO PARTS	TXN00138033	\$12.99	TXN00138033 - FACILITIES 9680 VEHICLE REPAIR ADVAN
01/02/25	ERACTOLL 569736476	TXN00138034	\$8.95	TXN00138034 - TOLLS - WHALEY AIRBUS TRAINING
01/02/25	AMZN Mktp US	TXN00138035	\$32.99	TXN00138035 - FCT 126, 119 & 116 VEHICLE REPAIR AM
01/02/25	AMZN Mktp US	TXN00138041	\$49.96	TXN00138041 - ALUMINUM PANELS
01/02/25	AMZN Mktp US	TXN00138045	\$29.75	TXN00138045 Tax Collector Retirement - Sheets & Ma
01/02/25	AUGUSTA REGIONAL AIRPORT	TXN00138052	\$346.74	TXN00138052 - JET FUEL
01/02/25	PLAQUEMAKER	TXN00138054	\$590.47	TXN00138054 Tax Collector Retirement Plaque
01/02/25	AIRGAS LLC - SOUTH	TXN00138056	\$575.86	TXN00138056 - FLEET SHOP USE AIRGAS CYLINDER LEASE
01/02/25	GARY YEOMANS FORD LINCOLN	TXN00138061	\$201.25	TXN00138061 - FCT 138 VEHICLE REPAIR GARY YEOMANS
01/02/25	TARGET	TXN00138071	\$15.27	TXN00138071 Holiday Breakfast - Sweeteners

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Pcard Transactions Processed for period 02/01/25 to 02/07/25

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01/02/25	Lewis Petroleum	TXN00138075	\$68.90	TXN00138075 - FLEET SHOP USE LEWIS PETROLEUM 68.90
01/02/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138084	\$285.54	TXN00138084 - EMS 9687 VEHICLE REPAIR OREILLY 285.
01/02/25	AMAZON RETA	TXN00138086	\$263.49	TXN00138086 - EMS 9688 VEHICLE REPAIR AMAZON 263.4
01/02/25	ATT BILL PAYMENT	TXN00138089	\$316.68	TXN00138089 - Monthly FirstNet Voice/Data Service
01/02/25	IN SPECIAL EVENT SERVICE	TXN00138090	\$754.48	TXN00138090 Tax Collector Retirement Party - Table
01/02/25	NCOURT FLFLAGLERCOCIRCIT	TXN00138102	\$78.25	TXN00138102 - TO RECORD DOC STAMPS AND PROC FEE FO
01/02/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138103	\$141.95	TXN00138103 - FCSSO 5583 VEHICLE REPAIR OREILLY 141
01/02/25	NCOURT FLFLAGLERCOCIRCIT	TXN00138113	\$50.72	TXN00138113 - TO RECORD DOC STAMP AND PROC FEE FOR
01/02/25	ADVANCE AUTO PARTS	TXN00138118	\$124.80	TXN00138118 - FACILITIES 10085 VEHICLE REPAIR ADVA
01/02/25	ANYPROMO.COM	TXN00138130	\$2,187.35	TXN00138130 INV# CV41242828 TDC BENTO BOX WITH
01/02/25	Amazon.com Z95SR5XP0	TXN00138134	\$19.99	TXN00138134-KEYBOARD AND MOUSE SET - GENERAL SERVI
01/02/25	DG HARDWARE.	TXN00138137	\$7.13	TXN00138137 - LIGHT BULBS
01/02/25	LOWES #02241	TXN00138142	\$26.94	TXN00138142 - TUBE LIGHT BULBS-PRINCESS PLACE LODG
01/02/25	PP DOLPHIN PRINTING	TXN00138146	\$160.00	TXN00138146 - PRINTING NARCOTIC LOG SHEETS
01/02/25	FLORIDA FIRE CHIEFS ASSOC	TXN00138147	\$300.00	TXN00138147 - FLORIDA FIRE & EMS CONFERENCE REGIST
01/02/25	AMZN Mktp US	TXN00138156	(\$13.98)	TXN00138156 Credit for TXN00137797
01/02/25	Amazon.com ZE33A0UP2	TXN00138160	\$18.68	TXN00138160-UTILITY SCOOP - BUILDING 5-FACILITIES
01/02/25	LOWES #02241	TXN00138161	(\$4,044.60)	TXN00138161 - LOWES - CREDIT FOR TXN00137686
01/02/25	ADVANCE AUTO PARTS	TXN00138165	\$9.40	TXN00138165 - FCT 116 VEHICLE REPAIR ADVANCE AUTO
01/02/25	AMZN Mktp US	TXN00138166	(\$27.96)	TXN00138166 Credit for TXN00137797
01/02/25	LOWES #02241	TXN00138169	\$4,044.60	TXN00138169 - LOWES - 6 GRILLS FOR FIRE RESCUE RE
01/06/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138174	\$14.46	TXN00138174 - FCT 116 VEHICLE REPAIR OREILLY 14.46
01/06/25	VISTAPRINT	TXN00138177	\$28.98	TXN00138177 - BUSINESS CARDS FOR RAE DEVITA-HHS
01/06/25	Amazon.com ZE2164YK2	TXN00138180	\$11.25	TXN00138180-ALUMINUM SCOOP- BLDG 5 ICE MACHINE - F
01/06/25	AMZN Mktp US	TXN00138181	\$143.97	TXN00138181 - (3) 12 PC GLASS CUPS- SENIOR CENTER
01/02/25	AMZN Mktp US	TXN00138182	(\$56.49)	TXN00138152 Credit for TXN00137647
01/06/25	AUTOPAY/DISH NTWK	TXN00138190	\$66.11	TXN00138190 - Monthly Satellite Video Service
01/06/25	TARGET	TXN00138192	\$60.00	TXN00138192 - CERTIFICATE FRAMES
01/06/25	CUMBERLAND INTERNATION	TXN00138194	\$435.04	TXN00138194 - FIRE RESCUE 8257 T-51 VEHICLE REPAIR
01/06/25	FL ASSOCIATION OF COUNTIES	TXN00138196	\$75.00	TXN00138196 - FAC ONLINE EDUCATION - ETHICS - ICG
01/06/25	AMZN Mktp US	TXN00138201	\$108.05	TXN00138201 - WATER FILTERS
01/06/25	JON HALL CHEVROLET	TXN00138206	\$28.56	TXN00138206 - FCSSO 6337 VEHICLE REPAIR JON HALL CH
01/06/25	AMZN Mktp US	TXN00138209	\$60.42	TXN00138209- FCT OFFICE SUPPLIES AMAZON 60.42
01/06/25	HOBBY LOBBY #718	TXN00138210	\$49.99	TXN00138210-HELIUM TANK - GSB-TAX COLLECTOR
01/06/25	AMZN Mktp US	TXN00138214	\$44.38	TXN00138214 Tax Collector Retirement - Runway & Co
01/06/25	RESIDENCE INN	TXN00138218	(\$19.13)	TXN00138218 - REFUND FOR TAXES ON TXN00136965
01/06/25	STAPLS7648713019000001	TXN00138230	\$78.18	TXN00138230 Copy Paper
01/06/25	QUADIANT, INC.	TXN00138231	\$106.62	TXN00138231 Postage Meter Ink
01/06/25	Lewis Petroleum	TXN00138236	\$43.55	TXN00138236 - FLEET SHOP USE LEWIS PETROLEUM 43.55
01/06/25	CITY OF PALM COAST	TXN00138241	\$303.90	TXN00138241 - WATER USAGE ST 41 11.12.24-12.11.24
01/06/25	STAPLS7648673028000001	TXN00138243	\$255.59	TXN00138243 Office Chair and Desk Organizer

Flagler County Board of County Commissioners - Disbursement Report Required per F.S. 136.06
Pcard Transactions Processed for period 02/01/25 to 02/07/25

Invoice Date	Vendor Name	Invoice #	Net Trans Amt	Description
01/06/25	AMZN Mktp US	TXN00138245	\$58.80	TXN00138245 - LUG CAP
01/06/25	WORLD PLATE BAKERY EATER	TXN00138246	\$2,684.66	TXN00138246 Tax Collector Retirement - Refreshment
01/06/25	BLD WINROCK PROPERTY MANA	TXN00138248	\$1,678.74	TXN00138248 - BUNNELL LIBRARY RENT JAN 2025
01/13/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138264	\$40.00	TXN00138264 - FCSO 6582 VEHICLE REPAIR OREILLY 40.
01/13/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138270	\$4.49	TXN00138270 - FCSO 7406 VEHICLE REPAIR OREILLY 4.4
01/13/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138271	\$41.99	TXN00138271 - FCSO 6630 VEHICLE REPAIR OREILLY 41.
01/13/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138292	\$79.60	TXN00138292 - FCSO 6581 VEHICLE REPAIR OREILLY 79.
01/13/25	O'REILLY AUTOMOTIVE STORES, INC	TXN00138327	\$134.98	TXN00138327 - FCSO 7438 VEHICLE REPAIR OREILLY 134
		Report Total	\$110,842.10	

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JANUARY 13, 2025

WORKSHOP

Present: Chair Andrew Dance, Vice Chair Leann Pennington, Commissioners Gregory Hansen, Pam Richardson, and Kim Carney, County Administrator Heidi Petito, Deputy County Attorney Sean Moylan and Deputy Clerk Tiffani Smith

ITEM 1 - CALL TO ORDER

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

ITEM 2 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 3 - WELCOME: FLAGLER COUNTY BOARD CHAIR

Chair Dance welcomed everyone.

ITEM 4 - FY26 BUDGET POLICIES AND PRIORITIES DISCUSSION

County Administrator Petito reported a series of one-on-one discussions were held with each Commissioner to discuss the Board's direction as staff develops fiscal year's 2026 budget. Gave a presentation on the following: (*Presentation on file with the Clerk's office.*)

- Board Budget Policies and Priorities – Fiscal Year 2026
 - Align financial planning with Flagler County's Strategic Vision.
 - Incorporate current economic conditions and financial feasibility.
 - Leverage available sources of funding.
 - Ensure every dollar is spent effectively to maximize value through efficiency and innovation.
 - Identify and utilize grants, partnerships, and other funding sources to extend budgetary reach.

January 13, 2025
Workshop

- The updated Strategic Plan will be brought toward for adoption at the February Board meeting.
- Budget Guidance includes:
 - Flat or Reduced Millage Rate.
 - Focus on Beach Management Funding.
 - Employee Retention and Merit Pay.
 - Control Expenditures/Hold the Line (Board and Constitutionals)
 - Capital projects reviewed for necessity and approved based on funding availability.
- Next Steps include:
 - Budget kickoff is February 10, 2025.
 - Establish budget calendar for fiscal year 2026.

ITEM 5 – CAPITAL PROJECTS DISCUSSION

County Administrator Petito reported previously providing a broad view of Flagler County's 5-year CIP plan. Stated the BOCC has provided input of projects they would like included. Input included renovations to the David Seagull Adult Daycare on Belle Terre and adding a placeholder for a New Concrete Skatepark at Wadsworth Park. Presentation included information on the following CIP projects: *(Presentation on file with the Clerk's office.)*

January 13, 2025
Workshop

Fiscal Year	Project	Amount
NEW	Wadsworth Skate Park Ramp Replacement	244,000
	ADA Compliance - Prior FY	(121,470)
	Justice Center Roof Replacement	(22,712)
	Station 41 Expansion	(35,000)
	Russell Landing Boardwalk Repairs	(63,000)
	HVAC Replacement - Prior FY	(1,818)
FY22	Public Works Facility (Additional)	50,000
	Station 41 Roof Replacement	(25,000)
	Station 41 Expansion	(25,000)
NEW	EOC & VSB Exterior Painting	60,000
	Station 41 Expansion	(60,000)
FY24	Carver Gym Outdoor Court Resurfacing (Additional)	30,000
	Station 41 Expansion	(30,000)
NEW	UF/IFAS Security and Access Control	30,000
	HVAC Replacement - Prior FY	(30,000)

County Administrator Petito stated these items will come back to the BOCC in February for approval of the 2025 CIP plan.

Commissioner Carney asked County Administrator Petito to explain the ADA compliance CIP project.

January 13, 2025
Workshop

County Administrator Petito explained the grey block area is the new CIP project, and the other projects referenced below is where the funding is coming from. Stated there was leftover savings from those projects that will rollover to fund the new project.

Commissioner Carney asked if the BOCC over budgeted for ADA compliance.

(Item 5 – Continued)

County Administrator Petito explained ADA compliance funding is budgeted for every year, but that does not mean all the funds are used. Stated the unused funds can be reallocated to other CIP projects.

Commissioner Richardson asked if the vote for the Russell Landing Boardwalk repairs was prior to her being on the dais.

County Administrator Petito spoke about the location of the Russell Landing Boardwalk. Stated there were repairs done to the boardwalk from hurricane damage. Added the \$63,000 referenced in the presentation is unused funds remaining.

Commissioner Richardson asked for clarification on the skatepark estimate.

County Administrator Petito answered the quote was approximately \$233,000.

Commissioner Richardson asked if the quote was to re-construct the skatepark.

County Administrator Petito answered no. Explained the quote is to replace approximately half the equipment.

January 13, 2025
Workshop

Commissioner Richardson asked how many people use the skatepark and how often.

County Administrator Petito stated from her understanding the skate park is heavily used. Added when the issue arose last year, there were supporters from the community that came in front of the Board. Stated staff is looking to replace the current equipment at the skate park but there are continued discussions regarding constructing a concrete skatepark.

Commissioner Richardson asked for confirmation that the quote is only for equipment replacement and not for the concrete skate park.

County Administrator Petito confirmed that is correct. Clarified there is a placeholder in the budget to consider a concrete skate park. Noted the City of Flagler Beach's City Manager was looking to see if there is a need for an additional skate park.

Commissioner Richardson thanked County Administrator Petito for the clarification.

ITEM 6 – AIRPORT DISCUSSION

County Administrator Petito reported a customer survey was conducted in December 2024. Stated the survey was sent to hangar tenants and business operators at the airport. Noted there were 44 participants (35% participation). Added the findings were overall positive and helpful.

Jorge Salinas, Deputy County Administrator, stated the survey included the following questions and results:

- Please indicate which of the following best describes your relationship with the Flagler Executive Airport.
 - 86% reported being a based hangar tenant.

January 13, 2025
Workshop

- 14% reported being a based business operator.
 - 0% reported being a tiedown tenant.
- Rate your overall experience with the Flagler Executive Airport.
 - 77% rated excellent.
 - 18% rated satisfactory.
 - 5% rated unsatisfactory.
- How long have you been an airport tenant?
 - 23% answered 0 to 2 years.
 - 20% answered 3 to 5 years.
 - 25% answered 6 to 10 years.
 - 32% answered more than 10 years.
- How would you rate the airport's maintenance services?
 - 59% rated excellent.
 - 39% rated satisfactory.
 - 2% rated unsatisfactory.
- How would you rate the airport's customer services?
 - 80 % rated excellent.
 - 16% rated satisfactory.
 - 5% rated unsatisfactory.
- Rate our ability to process your request(s) in a timely manner?
 - 68% rated excellent.
 - 30% rated satisfactory.
 - 2% rated unsatisfactory.
- Rate our level of courtesy and professionalism?
 - 82% rated excellent.
 - 14% rated satisfactory.
 - 5% rated unsatisfactory.
- Rate the conditions of the fuel facilities?
 - 61% rated excellent.
 - 39% rated satisfactory.
 - 0% rated unsatisfactory.
- Rate the conditions of the runways/taxiways?
 - 82% rated excellent.
 - 18% rated satisfactory.
 - 0% rated unsatisfactory.
- Rate the lighting, marking, and airfield guidance systems?
 - 84% rated excellent.
 - 16% rated satisfactory.

January 13, 2025
Workshop

- 0% rated unsatisfactory.
- In your opinion, our prices for leases/rental are:
 - 18% rated high.

(Item 6 – Continued)

- 80% rated average.
- 2% rated very low.
- Rate the overall safety and security of the airport?
 - 75% rated excellent.
 - 23% rated satisfactory.
 - 2% rated unsatisfactory.
- Rate your experience while interacting with airport staff?
 - 80% rated excellent.
 - 18% rated satisfactory.
 - 2% rated unsatisfactory.
- Rate the value provided to you by the airport product or services?
 - 59% rated excellent.
 - 39% rated satisfactory.
 - 2% rated unsatisfactory.
- Rate the overall management of the Flagler Executive Airport?
 - 70% rated excellent.
 - 25% rated satisfactory.
 - 5% rated unsatisfactory.
- Rate the overall service(s) received?
 - 70% rated excellent.
 - 27% rated satisfactory.
 - 2% rated unsatisfactory.
- Rate your experience while interacting with airport staff?
 - 80% rated excellent.
 - 18% rated satisfactory.
 - 2% rated unsatisfactory.

Commissioner Carney asked if this is the first time a survey has been done for the Flagler Executive Airport.

January 13, 2025
Workshop

Deputy County Administrator Salinas answered this is the first survey done for the Flagler Executive Airport. Briefly spoke about previous community surveys and plans for future surveys.

Commissioner Carney asked if there will be another survey regarding the Flagler Executive Airport.

Deputy County Administrator Salinas answered yes.

Commissioner Carney asked if annual surveys are in the Strategic Plan.

Deputy County Administrator Salinas answered yes.

Commissioner Richardson asked why in the presentation 59% is reflected as excellent.

(Item 6 – Continued)

Deputy County Administrator Salinas explained 59% is not the grading score. Added out of the total number of participants, 59% of the participants stated excellence.

Commissioner Richardson asked how many participants there were.

Deputy County Administrator Salinas answered 44 participants.

Chair Dance noted this is only the first attempted survey that will allow staff to dig deeper.

Commissioner Richardson stated the goal is excellence all around.

January 13, 2025
Workshop

Deputy County Administrator Salinas explained this first survey is just a baseline. Reiterated the percentages are the number of participants and not the score.

Commissioner Carney asked if the Flagler Executive Airport will benchmark to other airports.

Deputy County Administrator Salinas answered the goal is not to benchmark to other airports. Stated staff can benchmark some elements such as pricing, but the intent is to improve Flagler County's services.

Commissioner Carney stated she has heard concerns with fuel time cut offs at the Flagler Executive Airport.

Deputy County Administrator Salinas stated he does not believe Flagler County has the infrastructure to provide self-service for fuel. Noted fuel services has been accommodated in the past on the weekends. Stated the airport director, Roy Sieger, is planning on upgrading the fuel farm which might address the fuel cut-off issue.

Commissioner Pennington asked if the comments in the backup are filtered.

Deputy County Administrator Salinas answered the only comment he redacted was in the administration side because someone put their name and contact information.

Commissioner Pennington asked about administration oversight and succession planning at the Flagler Executive Airport.

(Item 6 – Continued)

January 13, 2025
Workshop

Deputy County Administrator Salinas spoke about the Airport Master Plan coming up. Stated another layer of supervision has been added at the airport, which falls into succession planning. Added as the airport grows, new revenues will help fund additional FTEs.

Commissioner Pennington reminded staff of the lawsuit filed last year against Flagler County for violation of the First Amendment. Spoke in concern with some of the feedback within the survey comments. Asked what is being done to ensure Flagler County is seen as favorable, kind, and having a gentler approach.

Deputy County Administrator Salinas answered administration has not had an opportunity yet, but they will work with the airport director and staff to address the issues.

Commissioner Pennington reiterated her concerns with customer service. Noted there will be more BOCC discussion regarding the airport during planning for the Master Plan.

There was continued BoCC discussion regarding the survey feedback.

Chair Dance noted he has advocated for surveys so Flagler County can benchmark its operations. Stated this first survey is a baseline and a good opportunity to work on improvements.

Commissioner Pennington mentioned there is a broken gate.

Deputy County Administrator Salinas stated staff is waiting on insurance to cover a gate that was damaged by a previous tenant. Stated Human Resources will be providing more training to management.

Commissioner Richardson asked if the car rental company is part of the airport facility.

Deputy County Administrator Salinas answered yes, the car rental company is a tenant.

January 13, 2025
Workshop

Commissioner Richardson asked for a status update on the renovations of The Landing Strip Tavern. Spoke in concern with the parking at the airport.

Deputy County Administrator Salinas stated he believes The Landing Strip Tavern renovations should be complete mid-to-late January.

County Administrator Petito stated the completion date might be extended due to more renovations needed than expected. Explained the car rental company leases the amount of property they want and could acquire more lease space. Noted parking will improve as other improvements at the airport are completed.

(Item 6 – Continued)

Commissioner Richardson reiterated her concern with the parking at the airport.

Commissioner Carney stated she spoke to the new lease holder of The Landing Strip Tavern, and they confirmed the building needed more work than expected. Spoke about the importance of customer service.

Chair Dance spoke about the design of the buildings. Reiterated Enterprise can lease a larger footprint if they wish to.

Commissioner Richardson spoke about the concerns she has seen and heard about the airport.

Chair Dance asked if the BOCC needs to discuss consent agenda item 7e and 7f prior to the regular meeting today at 5:00 p.m.

County Administrator Petito answered 7e and 7f can be discussed at the end of the workshop. Added consent agenda item 7j is being pulled by the tenant to allow for more time to make an amendment. Continued the presentation on the following:

January 13, 2025
Workshop

- Flagler Executive Airport Overlay Ordinance
 - Drafted ordinance was created in October 2023.
 - Shared with FDOT on October 31, 2023, and followed up on October 1, 2024.
 - Advertise the ordinance in January/February of 2025.
 - Consideration and adoption of the ordinance will be in March.
 - First and second reading of the ordinance will be in March.
 - FDOT supports moving forward with PTGA.

Commissioner Richardson asked what PTGA stands for.

County Administrator Petito answered Public Transportation Grant Agreement.

Commissioner Pennington asked for a status update on the City of Palm Coast adopting the zoning ordinance.

Sean Moylan, Deputy County Attorney, answered the planning staff has not heard back from the City of Palm Coast.

Commissioner Pennington mentioned the discussion was over a year ago.

(Item 6 – Continued)

Deputy County Attorney Moylan stated Flagler County's jurisdiction around the airport is rather small, but the drafted ordinance has rules that would be in place within city limits. Stated if the City of Palm Coast does not have a conflicting ordinance, then the rules could be imposed. Noted it is better to establish the rules in a coordinated way.

January 13, 2025
Workshop

Commissioner Pennington spoke about the timeline of events regarding the zoning ordinance adoption. Asked if it possible to get BOCC consensus to send a letter to City of Palm Coast to ask them to follow through with adoption.

Chair Dance stated the discussion could be an agenda item at the upcoming joint cities and county meeting.

Commissioner Pennington agreed. Noted the City of Palm Coast has all new Board members since the last zoning ordinance discussion.

Chair Dance stated Flagler County can share the drafted ordinance with the City of Palm Coast's legal staff to ensure there will be no conflict.

Commissioner Richardson asked if there should be a time sensitive set for that to occur.

Chair Dance stated there is a timeline set so the ordinance can be considered for adoption in March 2025.

Commissioner Pennington referenced Florida Statute 333.02.

Commissioner Carney stated local government requirements on page 29 of the PTGA indicates an airport zoning ordinance and a local comprehensive plan is required. Stated she has seen the local comprehensive plan and the drafted ordinance. Spoke in approval of having a timeline. Thanked the County Attorney and County Administrator. Spoke in disapproval of item 7e on the regular consent agenda because the airport zoning ordinance has not been adopted yet.

Chair Dance asked if the BOCC can move forward with consent agenda item 7e.

January 13, 2025
Workshop

County Administrator Petito answered yes. Stated in the backup materials there is an email response from Allison McCurdy, contact at District 5 FDOT, who stated she is completely comfortable with moving forward with the PTGA as Flagler County moves forward with the airport zoning ordinance. Added over the last 16 months Flagler County has entered into several PTGA agreements, all with the same requirements.

Chair Dance thanked Commissioner Carney for questioning the airport zoning ordinance requirement.

(Item 6 – Continued)

Commissioner Pennington noted FDOT indicates they are comfortable moving forward with the PTGA, but that is under the assumption the airport zoning ordinance will be adopted in March.

There was BOCC consensus to move forward with the airport zoning ordinance and continue working with the City of Palm Coast in public meetings.

Commissioner Pennington asked for confirmation that the BOCC is not contingent upon the City of Palm Coast passing their airport zoning ordinance.

County Administrator Petito confirmed that is correct. Asked if the BOCC would like this topic on the February 5th joint cities and county workshop agenda.

Chair Dance answered yes.

County Administrator Petito stated she will email the cities to let them know about airport zoning ordinance. Continued the presentation on the following:

- Flagler Executive Airport Master Plan
 - Consultant will take approximately 18 months to perform the update.
 - Advertise the scope of the job in June of 2025.
 - State funding will be available in July 2025.

January 13, 2025
Workshop

- Award the contract around July/August of 2025.
- Create an Airport Working Group (5 members)
 - Have quarterly meetings and work with the consultant.
 - Potential Members could include airport tenant, aviation related business, planning background, commercial real estate, economic development, and commercial development.

Commissioner Richardson asked if the potential members are required to be local.

County Administrator Petito answered committee members are typically local registered voters of Flagler County.

Commissioner Richardson stated concerns with finding members that meet the various professional background requirements. Asked if applicants outside of the scope can apply.

County Administrator Petito answered yes if it is the pleasure of the Board.

Commissioner Richardson noted she wants to have the most choices and the best choices to choose from.

(Item 6 – Continued)

Commissioner Pennington asked who will be appointing members to Airport Working Group.

County Administrator Petito answered the BOCC. Stated if the BOCC wishes to move forward then staff will start working on the forms and creating the scope of the role.

Chair Dance suggested ideas on how to find potential applicants.

January 13, 2025
Workshop

Commissioner Carney asked if Flagler County staff is eliminated from being involved.

County Administrator Petito answered it does not eliminate staff from being involved but it creates more community buy-in transparency.

Commissioner Carney stated she expects difficulty finding an applicant with an economic development background or a commercial development background. Suggested having more than one airport tenant member, such as a hanger tenant and business tenant. Asked for clarification on the aviation related business member.

County Administrator Petito answered Delta Engineering would be an example of an aviation related business.

Commissioner Carney asked if the committee is established by a resolution and then dissolved after the project is done.

County Administrator Petito answered yes.

Commissioner Pennington suggested sending a formal invite to Embry-Riddle Aeronautical University because they might have staff with airport planning background.

County Administrator Petito noted there is staff from Embry-Riddle that live in Flagler County who have helped with previous airport discussions.

There was continued BOCC discussion regarding the potential Airport Working Group members.

Chair Dance stated an advertisement notice can be created and distributed without showing favoritism.

ITEM 7 – OTHER ITEMS FOR DISCUSSION AS NEEDED

Chair Dance asked Roy Sieger, Airport Director, if he can speak about consent agenda items 7e and 7f.

Mr. Sieger stated 7e is the consideration of the Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the amount of \$5,000,000 to assist with funding for construction of a general aviation terminal facility at the Flagler Executive Airport. Explained this is the fourth PTGA with FDOT. Last year was the first PTGA and there have been amendments since then. Explained this new PTGA is for a different pot of money from the State Appropriation Fund. Briefly reiterated the timeline of events regarding the airport zoning ordinance. Stated the FDOT review was not necessary, but staff wanted their comment. Recommended moving forward with item 7e.

Chair Dance spoke in approval of the staff report providing a breakdown of the funding sources.

Mr. Sieger stated over time more money became available.

Commissioner Carney spoke about the various funding sources and noted construction has been totally funded.

Mr. Sieger stated that is correct.

Chair Dance asked Mr. Sieger to talk about consent agenda item 7f.

Mr. Sieger stated consent agenda item 7f is the consideration of qualified firms for Request for Statement of Qualifications 25- 002Q, aviation consulting services – professional services for architectural, engineering, and planning services for the Flagler Executive Airport. Explained

January 13, 2025
Workshop

this process is done every five years and there were nine responses to the RSQ. Stated staff recommends moving forward with Hoyle Tanner & Associates, Inc. and AVCON, Inc. Stated staff can use the consultants for any project under \$7.5 million dollars. Added there will be another RSQ advertised for the CEI services of the terminal facility. Explained this does not preclude the previously approved consultants from responding to the future RSQs, but they would have to go through the re-selection process. Stated a RSQ is also required for any planning study over \$500,000.

Chair Dance thanked Mr. Sieger.

Commissioner Richardson asked if the BoCC will take action on item 7e and 7f at tonight's regular meeting.

County Administrator Petito answered yes.

(Item 7 – Continued)

Commissioner Pennington suggested a transparency dashboard for CIP projects. Stated concerns with missing deadlines for state funded projects and using the conservation funds in time.

Chair Dance spoke in approval of Commissioner Pennington's suggestion.

Commissioner Pennington asked if a contract role for project management would help staff.

County Administrator Petito stated staff is creating conditional job offers for a project manager position and a program manager position in the Engineering Department. Provided a status update on the Cattleman's Hall project and the Bull Creek restaurant project.

Commissioner Pennington asked if staff has SharePoint to use live spreadsheets for projects.

January 13, 2025
Workshop

County Administrator Petito answered staff could create a live spreadsheet in OneDrive for CIP projects. Added staff has asked the lobbyists to provide weekly updates that can be shared with the BOCC. Stated Holly Albanese will be the Legislative Liaison to provide public meetings every month. Noted the first environmental appropriation of \$3 million could be a challenge because it was written for a very specific use. Stated staff is working with a landowner and recently got appraisals back. Stated there will be a Land Acquisition Committee meeting today at 3:30 p.m.

There was BOCC discussion on how staff will share milestone updates on CIP projects.

There was BOCC consensus to have staff create milestone reporting for projects.

Commissioner Pennington stated she asked Ms. Albanese for more specifics on the Agriculture Extension project. Stated she believes staff will need more than one page on each project to present to Legislation. Noted a match may be required.

Commissioner Hansen stated a match is not required but Legislation will want to see that Flagler County is trying to invest some of its own money into projects.

There was continued BOCC discussion on what will be needed to present the legislative priorities.

County Administrator Petito explained the program guide provided is just a summary that is intended to only be one page. Explained the purpose of the project summary and what will be provided to the lobbyists.

(Item 7 – Continued)

January 13, 2025
Workshop

Commissioner Hansen reminded the public that the BOCC approved moving forward with the MSTU/MSBU for beach renourishment. Noted the MSBU/MSTU is just a tool in the toolbox and there will be no assessment imposed in 2025. Added the special assessment will be part of the 2026 budget discussions.

ITEM 8 – PUBLIC COMMENT

Richard Hamilton, Island Estates resident, spoke in disapproval of the current funding methods being discussed for beach renourishment. Suggested a CRA for the Hammock area. Spoke about the Deming Cycle for beach management and the need to study the effectiveness of the implemented beach management practices. Stated the Comprehensive Plan should be part of the BOCC's priorities. Stated the California fires are going to drain FEMA and suggested planning for a larger reserve.

Barbara Brody, Island Estates resident, spoke in disapproval of the MSBU/MSTU for beach renourishment. Noted all of Flagler County is a beach community and suggested more fair funding.

Commissioner Hansen noted the entire outer banks of Flagler County received a survey regarding beach management funding.

Darlene Shelly, Palm Coast resident, spoke in approval of the Flagler Executive Airport being in the County, but stated concerns with lack of oversight to mitigate excessive noise. Noted there is a threat to the rights of safety, health, and welfare of Flagler County residents. Spoke in disapproval of the flight schools at the Flagler Executive Airport.

Commissioner Carney asked if the BOCC will discuss this at the February 5th intergovernmental meeting.

County Administrator Petito answered the joint meeting can be discussed now or at tonight's regular meeting. Stated she does not believe a representative from Flagler County has been

January 13, 2025
Workshop

chosen. Added the agenda was posted today. Provided a status update on the Comprehensive Plan.

Chair Dance stated the Comprehensive Plan will need to be workshopped before being approved at a regular meeting.

County Administrator Petito stated the workshop can be held in February.

Commissioner Carney stated her position on the Affordable Housing Advisory Committee should be advertised since she is no longer has the realtor position. Asked how the vacant committee positions are advertised.

(Item 8 – Continued)

Chair Dance stated he announces the vacancies in the opening segment of the meetings.

Commissioner Carney asked if Chair Dance references the specific vacancies.

Chair Dance answered it is a general notice to tell the public to visit the Transparency Dashboard to view the openings.

County Administrator Petito stated the openings are also advertised on social media. Mentioned the BOCC has selected the Palm Coast Observer to increase communication with the public.

Commissioner Richardson asked if the BOCC will have to pay for the advertisements in the Palm Coast Observer.

County Administrator Petito answered yes.

January 13, 2025
Workshop

Commissioner Richardson asked for clarification on the various communications.

County Administrator Petito answered advertisements are on Next Door, Facebook, Instagram, Podcasts, Flagler County's own website, and emailed distributions.

Commissioner Richardson asked if the local radio station is utilized.

County Administrator Petito answered Flagler County has used the local radio station in the past. Stated there is a greater audience through The Observer than the local radio station.

Commissioner Richardson spoke in concern with only advertising through the printed newspaper.

County Administrator Petito clarified the advertisement will be through the paper and electronic distributions.

Chair Dance spoke about the importance of using mixed media and being the voice themselves.

ITEM 8 – ADJOURNMENT

The meeting was adjourned by consensus at 2:47 p.m.

APPROVED AND ADOPTED _____

January 13, 2025
Workshop

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Andrew S. Dance
Chair

UNOFFICIAL

FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

JANUARY 13, 2025

REGULAR MEETING

Present: Chair Andrew Dance, Vice Chair Leann Pennington, Commissioners Gregory Hansen, Kim Carney, Pam Richardson, County Administrator Heidi Petito, County Attorney Al Hadeed, Deputy County Attorney Sean Moylan and Deputy Clerk Stephanie Tolson

Chair Dance called the meeting to order at 5:00 p.m. in the Board Chambers of the Government Services Building in Bunnell, Florida.

ITEM 1 - PLEDGE TO THE FLAG AND MOMENT OF SILENCE

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

ITEM 2 - ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Chair Dance announced the following:

- Addition of Item 4b4 – Four Chaplains Day Proclamation
- Deletion of Item 7j: Consideration of a Ground Lease Agreement between Flagler County and Van Damme Helicopters, Inc. for the Parcel of Land Located on the Flagler Executive Airport

ITEM 3 - ANNOUNCEMENTS BY THE CHAIR

Chair Dance announced the following:

- County offices will be closed Monday, January 20th in Observance of Martin Luther King Day
- Flagler County soliciting registered voters residing in Flagler County for various citizen volunteer boards and councils
- Upcoming meetings:
 - Regular Meeting – February 10, 2025 at 9:00 a.m. in the Board Chambers

January 13, 2025
Regular Meeting

ITEM 4A1 – RECOGNITIONS – FLAGLER COUNTY FIRE RESCUE OFFICIALLY INTRODUCES “TACO”, THE COUNTY’S FIRST THERAPY DOG. HE IS NOT THE AMBASSADOR FOR PUBLIC OUTREACH EVENTS – AS WELL AS TO PROVIDE CRUCIAL COMFORT AND SUPPORT TO THOSE WHO NEED IT MOST DURING TRAUMATIC EVENTS OR CIRCUMSTANCES

Chief Tucker, Flagler County Fire Rescue, introduced Taco who is Fire Rescues new therapy dog. Shared he went through a training program through the Brevard County Sheriff’s Office. Stated he also appeared on Channel 4 news in Jacksonville for an interview.

Rob Errett, Flagler County Fire Rescue, thanked the BOCC and County Administrator Petito for starting this program.

ITEM 4A2 – RECOGNITIONS – FLAGLER COUNTY FIRE RESCUE LIFE SAVING AWARDS

Chief Tucker, Flagler County Fire Rescue, presented Manuel Matute and Wesley Libby with a Life Saving Award and explained the situation that occurred resulting in this award.

Chief Tucker presented Prince Mack and Ronald Cowan with a Life Saving Award and explained the situation that occurred resulting in this award.

ITEM 4B1 – PROCLAMATIONS – STALKING AWARENESS MONTH – JANUARY 2025

Commissioner Pennington read the proclamation.

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

Chair Dance called the question. Motion carried unanimously.

January 13, 2025
Regular Meeting

Ren Prokofievich, Youth Advocate of Family Life Center, shared remarks about National Stalking Awareness Month.

ITEM 4B2 – PROCLAMATIONS – HUMAN TRAFFICKING AWARENESS MONTH – JANUARY 2025

Commissioner Richardson read the proclamation.

A motion was made by Commissioner Richardson to adopt the proclamation. Seconded by Commissioner Carney.

Chair Dance called the question. Motion carried unanimously.

Erin Shannon, Sexual Assault Services Coordinator for Family Life Center, shared statistics about human trafficking.

ITEM 4B3 – PROCLAMATIONS – FIREFIGHTER CANCER AWARENESS MONTH – JANUARY 2025

Commissioner Hansen read the proclamation.

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

Chair Dance called the question. Motion carried unanimously.

(Item 4b3 continued)

Chief Tucker, Flagler County Fire Rescue, thanked the BOCC for adopting this proclamation and for continuing to give tools and equipment that make the men and women of Flagler County Fire Rescue safer.

January 13, 2025
Regular Meeting

ITEM 4B4 – PROCLAMATIONS – FOUR CHAPLAINS DAY – FEBRUARY 3, 2025

Commissioner Carney read the proclamation.

A motion was made by Commissioner Carney to adopt the proclamation. Seconded by Commissioner Richardson.

Chair Dance called the question. Motion carried unanimously.

ITEM 4C – PRESENTATIONS – NONE

None

ITEM 5A – COMMUNITY OUTREACH

The following residents shared concerns about the potential agreement with the City of Flagler Beach that would change them from Flagler County residents to Flagler Beach residents:

- John Tanner
- Sandra Schultheiss
- Charles Meekins
- Ann Lohman
- Kale Hathaway

Cameron Orr, City of Palm Coast resident, provided a recap of the previously mentioned concerns with the animal shelter.

Darlene Shelley, Palm Coast resident, shared concerns for the flight schools that use the Flagler Executive Airport.

Alan Sanderford, Flagler County resident, spoke about dark sky lighting.

January 13, 2025
Regular Meeting

Harriet Castle, Flagler County resident, shared concern for the RV/Boat storage facility going in behind her home.

ITEM 5B – BOARD COMMENTS ON CONSENT ITEMS

Commissioner Richardson commented on Item 7b and asked why it's a five-year term.

(Item 5b continued)

County Attorney Hadeed stated the Value Adjustment Board is created by the Florida legislature.

Commissioner Richardson asked why it is being voted on.

County Attorney Hadeed answered the BOCC has to approve the appointment that represent the County on that board.

Commissioner Richardson clarified that it would be a five-year term regardless of who is on the board.

County Attorney Hadeed answered yes, unless they step down.

CONSENT AGENDA – ITEMS 6A THROUGH 7O

Commissioner Carney pulled Items 7e and 7h from the Consent Agenda for discussion.

Commissioner Richardson pulled Item 7b from the Consent Agenda for discussion.

January 13, 2025
Regular Meeting

A motion was made by Commissioner Hansen to approve the Consent Agenda with the exception of Items 7b, 7e and 7h. Seconded by Commissioner Pennington.

Chair Dance called the question. Motion carried unanimously.

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

ITEM 6A – BILLS AND RELATED REPORTS

The report(s) of funds withdrawn from the County depositories by the Flagler County Clerk of the Circuit Court and the Revenue Collected Report presented in the compliance with the provisions of Section 136.03, Florida Statute as listed below:

- Disbursement Report for Week Ending December 13, 2024
- Disbursement Report for Week Ending December 20, 2024

ITEM 6B – APPROVAL OF BOARD MEETING MINUTES

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

- December 2, 2024 Regular Meeting
- December 2, 2024 Workshop

January 13, 2025
Regular Meeting

**ITEM 7A – RATIFICATION OF FLAGLER COUNTY EMERGENCY
PROCLAMATIONS EXTENDING THE STATE OF LOCAL EMERGENCY
DUE TO SEVERE COASTAL EROSION AND VULNERABILITY**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency Due to Severe Coastal Erosion and Vulnerability.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: Flagler County has been under a declared state of local emergency due to Hurricane Matthew since October 4, 2016. During that time, other storms have struck the County exacerbating the damage to the dune system and compounding the exposure of public and private property on the barrier island to future storms and flooding. The County also declared local states of emergency for Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and Hurricanes Ian and Nicole (2022).

Due to the cumulative effect of the storms as well as tidal events, nor'easters, and erosion, Flagler County continues to be in the most precarious position relative to ocean flooding and storms in its history. Although the County has completed a series of emergency protective berm projects since Hurricane Matthew, public and private property on the barrier island remain vulnerable to catastrophic storm damage without further and sustained protective efforts. FEMA and the Florida Department of Environmental Protection (DEP) have provided grant funding to stabilize portions of the coastline in the northern portion of the County. Additionally, the Florida Inland Navigation District provided the County in-kind assistance in the form of stockpiled sand meeting DEP standards for beach renourishment for the north County work completed earlier this year. Beachside HOAs also assisted the County in marshalling resources for the dune projects in the north County area.

As part of addressing the emergency, the Board adopted a long-term beach management plan assisted by an independent coastal engineer, the County's engineering staff and with input from residents and local HOAs. Furthermore, the County sought Congressional authorization to extend the scope of the Army Corps Feasibility Study to the north county beaches, for the benefit of offshore, dredged sand sources, among other reasons.

In pursuit of the broader plan, the County has continued to work with the Army Corps, the Florida Department of Transportation (FDOT), the City of Flagler Beach and others to further the Coastal Storm Risk Management beach and dune renourishment project in Flagler Beach ("CSRMP Project"). The Army Corps' contractor has completed the initial renourishment of the CSRMP Project, resulting in a renourished beach from the north border of Gamble Rogers State Park continuously to North 7th Street.

The County is also in the initial stages of extending the project northward from North 7th Street to Beverly Beach and continuing to Varn Park and staying south of the coquina hardbottom areas
RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricanes Matthew, Ian and Nicole.

Continuing the state of local emergency will help the County with its ongoing and future efforts and allow the County to take any necessary emergency measures, including expedited procurement and the issuance of emergency administrative orders, as necessary, to restore, protect and maintain the dunes and beaches or any other viable buffer between the community and the Atlantic Ocean.

FUNDING INFORMATION: Funding in accordance with grant agreements with the Army Corps of Engineers, FEMA, FDOT and DEP

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

January 13, 2025
Regular Meeting

ITEM 7C – CONSIDERATION AND APPROVAL OF A CASH ADVANCE FROM THE GENERAL FUND (1001) TO THE CONSTITUTIONAL GAS TAX FUND (112). NOT TO EXCEED \$2,500,000 FOR VARIOUS ON-GOING ROAD PROJECTS

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration and Approval of a Cash Advance from the General Fund (1001) to the Constitutional Gas Tax Fund (1112). Not to exceed \$2,500,000 for Various On-Going Road Projects.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: At this time, reimbursements for expenditures from the granting agency can take up to three months to be dispersed. Due to the timing, there is currently insufficient funding within the Constitutional Gas Tax Fund (1112) to account for the necessary cash flow of invoices to be paid. This temporary cash advance from the General Fund will be used to satisfy obligations for the work being completed on Old Haw Creek Road and Canal Ave. Once reimbursements are received from the granting agency, this cash advance will be paid back to the General Fund (1001).

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability
-

Focus Area: Growth and Infrastructure

- Goal 1 – Provide quality fundamental infrastructure and assets.
 - Objective GI1.1: Ensure public safety through continuous planning for future needs and adequate evacuation capacity.
Measure GI 1.1.3: Coordinate with municipalities and FDOT to obtain grants to study traffic safety issues.
 - Objective GI 1.2: Expand and improve infrastructure to support commercial/ industrial and residential growth.
Measure GI 1.2.2: Make surface transportation improvements.

FUNDING INFORMATION: Staff is requesting a cash advance not to exceed \$2,500,000, which will be repaid when request for reimbursement is received from the Florida Department of Transportation.

DEPARTMENT CONTACT: E. John Brower, Financial Services Director (386) 313-4036
Hamid Tabassian, P.E., County Engineer (386) 313-4046

RECOMMENDATIONS: Approve a cash advance not to exceed \$2,500,000 from the General Fund to Fund 1112.

January 13, 2025
Regular Meeting

UNOFFICIAL

January 13, 2025
Regular Meeting

ITEM 7D – CONSIDERATION TO APPROVE AN UPDATED SERVICE AGREEMENT ENGAGEMENT LETTER WITH CARR, RIGGS, AND INGRAM (CRI) LLC FOR AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024

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

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

SUBJECT: Consideration to Approve an Updated Service Agreement Engagement Letter with Carr, Riggs, and Ingram (CRI) LLC for Audit Services for the Fiscal Year Ending September 30, 2024.

DATE OF MEETING: September 16, 2024

OVERVIEW/SUMMARY: Staff is requesting approval of an updated Engagement Letter with CRI. On September 16th, 2024, Regular BOCC meeting, the Board approved an Engagement Letter to perform Auditing Services for the Fiscal Year Ending September 30, 2024.

The changes to the Agreement and Engagement Letter are relatively minor due to the restructuring of CRI, and address small changes to grammar, punctuation and word choice.

STRATEGIC PLAN: Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability

FUNDING INFORMATION: There are no changes to the Funding has been included in the FY 2024-25 Tentative Budget within the Pooled Expenditures Division for this expenditure.

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

RECOMMENDATIONS: Request the Board approve as it relates to the Fiscal Year Ending September 30, 2024 Audit and authorize the chair to sign any necessary documents.

January 13, 2025
Regular Meeting

ITEM 7F – CONSIDERATION OF QUALIFIED FIRMS FOR REQUEST FOR STATEMENT OF QUALIFICATIONS 25-002Q, AVIATION CONSULTING SERVICES – PROFESSIONAL SERVICES FOR ARCHITECTUARL, ENGINEERING, AND PLANNING SERVICES FOR THE FLAGLER EXECUTIVE AIRPORT

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration of Qualified Firms for Request for Statement of Qualifications 25-002Q, Aviation Consulting Services – Professional Services for Architectural, Engineering, and Planning Services for the Flagler Executive Airport.

DATE OF MEETING: January 13, 2024

OVERVIEW/SUMMARY: A Request for Statement of Qualifications (RSQ) was advertised in the *Observer* as well as publicly broadcast on www.myvendorlink.com. RSQ 25-002Q requested submissions from qualified firms to furnish Aviation Consulting Services-Professional Services for Architectural, Engineering, and Planning Services capable of providing various airport projects as depicted in the RSQ.

On October 3, 2024, the County received nine (9) responses as detailed on the attached tabulation sheet (Attachment 1). The evaluation committee reviewed the proposals conformity to specifications as well as to the terms and conditions outlined in the RSQ documents. Staff recommends award to Hoyle Tanner & Associates, Inc. and AVCON, Inc. who demonstrated through the RSQ process to be responsive, qualified and responsible firms.

STRATEGIC PLAN:

Focus Area: Economic Vitality,

- Goal 2- Diversify the Tax Base to Improve the Local Economy

Objective EV 2.4: Expand facilities and attract aviation related businesses to the Flagler Executive Airport.

FUNDING INFORMATION: Funding will be identified for each project utilizing these services.

DEPARTMENT CONTACT: Roy Sieger, Airport Director (386) 313-4220
Robert Rounds, Purchasing Manager (386) 313-4097

RECOMMENDATIONS: Request the Board consider the final ranking of Request for Statement of Qualifications 25-002Q for Aviation Consulting Services – Professional Services for Architectural, Engineering, and Planning Services and authorize the Chair to execute contracts with each firm as approved as to form by the County Attorney.

January 13, 2025
Regular Meeting

ITEM 7G – CONSIDERATION FOR APPROVAL OF THE SEVENTH AMENDMENT TO THE CONSTRUCTION AGREEMENT ITB23-018B BETWEEN FLAGLER COUNTY AND HALIFAX PAVING, INC. FOR ROADWAY STABILIZATION CONSTRUCTION OF COUNTY ROAD 90 PROJECT IN THE AMOUNT OF \$17,763.90

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration for Approval of the Seventh Amendment to the Construction Agreement ITB23-018B between Flagler County and Halifax Paving, Inc. for Roadway Stabilization Construction of County Road 90 Project in the Amount of \$17,763.90.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: At the regularly scheduled meeting on April 3, 2023, the Board of County Commissioners approved the construction contract with Halifax Paving, Inc. for the County Road 90 Stabilization Project (from Hickory Street to County Road 75) Project. The initial project phase consisted of stabilizing County Road 90 from Old Hickory Road to County Road 305 (approximately 1.1 miles). The contract was subsequently amended to add storm drainage and roadway elements to the project scope, to allow the County to stabilize the remaining 2.2 miles (County Road 305 to 75) per previously approved plans and specifications, and to allow a partial release of contractor retainage funds.

During the Hurricane Milton storm event, several large trees were downed in and around the County Road 90 roadway work zone. The downed trees and debris created unsafe conditions along the roadway and adjacent private properties and were subsequently removed by the roadway contractor, Halifax Paving. Minor safety improvements consisting of the installation of signage at the intersection of County Road 90 and County Road 75 to bring the intersection into compliance with current standards were also performed.

Staff is requesting approval of the Seventh Amendment to the Construction Agreement ITB 23-018B for the installation of additional intersection signage for the purpose of improving safety at the intersection of County Road 90 and County Road 75; and for the emergency removal and disposal of trees that were downed during the Hurricane Milton storm event.

The above additional work will result in an additional 14 Calendar Days to the project duration and the additional cost to be added to the contract will be \$17,763.90.

FUNDING INFORMATION: Funding in the amount of \$17,764 will be provided via budget transfer from reserves into local funds using Gas Tax Fund 1112. Project CE22002-CAP/LOCAL-CIMP/1112-563000

DEPARTMENT CONTACT: Hamid Tabassian, P.E., County Engineer 386-313-4046
Richard Zion, P.E., P.G., Assistant County Engineer 386-313-4051

RECOMMENDATIONS: Request the Board 1) approve and execute the Seventh Amendment between Flagler County and Halifax Paving, Inc. to add \$17,763.90 to County Project ITB 23-018B 2) approve Budget Transfer

- Objective GI 1.2: Expand and improve infrastructure to support commercial/ industrial and residential growth.
Measure GI 1.2.2: Make surface transportation improvements.

January 13, 2025
Regular Meeting

**ITEM 7I – CONSIDERATION TO AMEND THE FY 2024-25 BUDGET TO
RECOGNIZE REVENUE FROM LOAN REPAYMENTS FOR THE
HEALTH AND HUMAN SERVICES DEPARTMENT – HOUSING
SERVICES DIVISION**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration to Amend the FY 2024-25 Budget to Recognize Revenue from Loan Repayments for the Health and Human Services Department - Housing Services Division.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: The Housing Services Division's State Housing Initiatives Partnership Program (SHIP) assists eligible households through various programs, including Home Purchase Assistance, Home Repair, and Rehabilitation. Assistance is provided as a 0% loan, secured by a lien, with repayment or forgiveness terms defined by the County's approved Local Housing Assistance Plan (LHAP). While some terms, such as those for purchase assistance and general rehabilitation, are consistent under the current plan (e.g., forgivable over 15 years with forgiveness starting in year 6), other programs, such as roof repair or replacement, may have different terms depending on the program's design and funding guidelines. Loans must be repaid if participants sell, convey, or otherwise change residency status in the home before meeting the program's conditions for forgiveness.

In October and December 2024, Housing Services received repayments from three SHIP program participants who sold their homes. The repayments, which included assistance for both purchase and rehabilitation programs, were in the amounts of \$9,827.85, \$18,212.00, and \$18,920 (totaling \$46,959.85). These funds will be returned to the SHIP program funding pool to support future participants, further extending the positive impact of SHIP funding in the community.

STRATEGIC PLAN:

Focus Area: Economic Vitality

- Goal 4: Explore Affordable, Workforce and Attainable housing Options
 - Objective EV 4.1: Develop options and best practices for affordable and workforce housing through public-private partnerships.
 - Objective EV 4.2: Develop policies and incentives to expand housing options.
 - Objective EV 4.5: Through the State Housing Initiatives Partnership (SHIP) program, provide incentives that enable and preserve affordable homeownership and multifamily housing.

FUNDING INFORMATION: Funding in the amount of \$46,959.85 will be appropriated for use in the Housing Services Division within the SHIP Fund upon approval of the Unanticipated Revenue Resolution.

DEPARTMENT CONTACT: Joe Hegedus, Director, Health & Human Services 586-2324 x3626

RECOMMENDATIONS: Request the Board approve the Unanticipated Revenue Resolution.

January 13, 2025
Regular Meeting

UNOFFICIAL

January 13, 2025
Regular Meeting

**ITEM 7K – CONSIDERATION OF INTERLOCAL AGREEMENT BETWEEN THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSERS AND THE
CITY OF PALM COAST RELATIVE TO TRANSFER AND USE OF
OPIOID SETTLEMENT FUNDS**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration of Interlocal Agreement between the Flagler County Board of County Commissioners and the City of Palm Coast relative to Transfer and Use of Opioid Settlement Funds

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: On June 21, 2021, the Flagler County Board of County Commissioners adopted Resolution 2021- 43, which formally authorized the County Administrator to execute that certain Florida Memorandum of Understanding (the "Florida Plan") relative to the proposed allocation and use of settlement proceeds resulting from *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") The Opioid Litigation has since been settled and the State of Florida has started to receive the settlement proceeds contemplated by the Florida Plan. Pursuant to the Florida Plan, the settlement proceeds have been separated into three (3) distinct funds: (1) the City/County Fund, (2) the Regional Fund, and (3) the State Fund. Flagler County and its municipalities are entitled to settlement proceeds from both the City/County Fund and the Regional Fund.

As it relates to the City/County Fund, the County and those municipalities within the County that have a population greater than 10,000 individuals are entitled to direct payment of their share, while those municipalities that (1) have a population equal to or less than 10,000 individuals, (2) did not file a complaint in the Opioid Litigation, and (3) did not sign a release as required by the Florida Plan have their share paid to the County. Based on the foregoing, the County is to receive its share of the City/County Fund as well as the share of the City/County Fund due to the City of Bunnell, the City of Flagler Beach, the Town of Beverly Beach, and the Town of Marineland. Palm Coast is entitled to receive its share of the City/County Fund directly.

The County, both on its own behalf and on behalf of the cities identified above, and Palm Coast, on its own behalf, have started to receive their shares of the City/County Fund. Both the County and Palm Coast agree that pooling the City/County Fund monies both receive to support the medication-assisted treatment (MAT) program known as the Coordinated Opioid Recovery (CORE) Program, currently administered on the state-level by the Florida Department of Children and Families and locally by Flagler Cares, will provide for the greatest impact for all residents of the County. This will be accomplished by the adoption of an Interlocal Agreement, pursuant to the Florida Interlocal Cooperation Act of 1969 set forth in Florida Statutes Section 163.01 et seq., by

FUNDING INFORMATION: Funding received from this settlement will be receive and expended from the Opioid Settlement Fund 1113.

RECOMMENDATIONS: Request the Board authorize the Chair to execute the Interlocal Agreement between Flagler County and the City of Palm Coast relative to transfer and use of Opioid Settlement Funds as approved to form by the County Attorney.
community partners.

Focus Area: Public Health and Safety

- Goal 4: Expand Behavioral Health and Substance Abuse Programs

DEPARTMENT CONTACT: County Administrator and County Attorney

January 13, 2025
Regular Meeting

**ITEM 7L – CONSIDERATION TO APPROVE THE FUND 1109 TOURISM CAPITAL
PROJECT FUNDING PROGRAM AGREEMENT WITH THE CITY OF
FLAGLER BEACH IN THE AMOUNT OF \$745,372.00**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration to Approve the Fund 1109 Tourism Capital Project Funding Program Agreement with the City of Flagler Beach in the Amount of \$745,372.00

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: On July 24, 2024, the Flagler County Tourist Development Council (TDC) met for the purpose of considering allocations from the Capital Project Funding Program for the approved total appropriation of \$745,372.00. The TDC deliberated on the request and recommended that the Board of County Commissioners (BOCC) appropriate funds as approved by the TDC. The BOCC met on September 16, 2024, and approved the recommendation to award the City of Flagler Beach \$745,372.00 through the Tourism Capital Project Grant Program.

The goals and objectives for the use of Tourist Development Tax (TDT) for capital projects is to: 1) ensure compliance with Florida TDT statutorily allowed uses, 2) support facilities that raise the community's profile and enhance the County's economy including the vital tourism industry to attract events that bring overnight visitors, and 3) provide partnership funding to facilities that best use the TDT funding to deliver the proposed economic and/or promotional benefits.

As part of the grant guidelines, approved projects will enter into a funding agreement with the County setting forth the terms, conditions, timelines, and deliverables associated with receiving TDT funding. This funding agreement will ensure and protect the County in the event the project does not fully execute as stated in the application that was submitted.

Legal representatives from both the County and the City have approved the proposed funding agreement, which was subsequently accepted and approved by the City of Flagler Beach Commission on December 12, 2024.

STRATEGIC PLAN:

Focus Area: Economic Vitality

- Goal 1 - Diversify and Enhance the Tax Base to Improve the Local Economy
 - Objective EV 1.2: Increase Visitor Spending in all tourism related sectors
 - Measure 1.2.1: Identify and prioritize specific objectives in the current Tourist Development Strategic Plan that are tied to the local economy.

RECOMMENDATIONS: Request the Board approve the Fund 1109 Capital Project Funding Program Agreement with the City of Flagler Beach in the amount of \$745,372.00, approve the budget transfer, and authorize the Chair to execute the funding agreement approved by the County Administrator and approved as to form by the County Attorney.

- Objective GI 3.3: Expand and enhance options for cultural, leisure and recreational activities

DEPARTMENT CONTACT: Amy Lukasik, Tourist Development Director (386) 313-4226

FUNDING INFORMATION: Funding in the amount of \$745,372.00 will be appropriated upon approval of the Budget Transfer from Fund 1109 Reserve into account number 1109-147-573800-570-57-000-000-581004.

January 13, 2025
Regular Meeting

**ITEM 7M – CONSIDERATION OF UPDATES TO THE FLAGLER COUNTY SEPTIC
TO SEWER CONVERSION PROJECT ON THE BARRIER ISLAND**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration of Updates to the Flagler County Septic to Sewer Conversion Project on the Barrier Island.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: Staff is seeking approval to execute the Memorandum of Understanding (MOU) and Updated Interlocal Agreement (ILA) with the City of Palm Coast for reimbursement of eligible costs incurred related to the County's Septic to Sewer Conversion projects. These projects will be constructed in two phases; Phase I (Jungle Hut to Malacompra and from the intersection of A1A/Malacompra to the Malacompra Park), Phase II (from intersection of A1A/Malacompra to Marineland or as far as the funding allows).

The existing ILA between the City of Palm Coast and Flagler County would need to be amended to allow for the use of FDEP grant funding to close the existing gap that exists in Phase I funding for this project. We obtained a letter of support from State Representative Buchanan and FDEP amended the agreement to allow for the use of \$1,000,000 from Phase II in Phase I.

STRATEGIC PLAN: Focus area: Growth and Infrastructure

Goal 1 – Provide Quality Fundamental Infrastructure and Assets

Objective GI 1.2: Expand and Improve infrastructure to support commercial/industrial and residential growth

Objective GI 2.1: Develop Stewardship plans for county to manage natural resources.

FUNDING INFORMATION: Total funding previously approved by the Board of County Commissioner for these Septic to Sewer Conversion projects (Phase I and Phase II) is \$11,300,000 of which \$3,300,000 is from American Rescue Plan Act (ARPA) and \$8,000,000 is from an FDEP Grant.

DEPARTMENT CONTACT: Jorge Salinas, Deputy County Administrator and Sean Moylan Deputy County Attorney

RECOMMENDATION: Request the Board approve and authorize the Chair to execute the MOU and ILA between the City of Palm Coast and Flagler County as approved to form by the Deputy County Attorney and authorize the County Administrator to execute any other documents associated with the implementation of these two projects (Phase I and Phase II).

January 13, 2025
Regular Meeting

UNOFFICIAL

January 13, 2025
Regular Meeting

**ITEM 7N – CONSIDERATION OF FY25 APPLICATION TO THE FEDERAL TRANSIT
ADMINISTRATION FOR SECTION 5307 FUNDS IN THE AMOUNT OF
\$2,299,078.00**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration of FY25 Application to the Federal Transit Administration for Section 5307 Funds in the Amount of \$2,299,078.00.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: The Federal Transit Administration Section 5307 Grant Program has allocated the Palm Coast/Daytona Beach/Port Orange Urbanized Area with approved funding, of which \$2,299,078.00 was apportioned to Flagler County Public Transportation (FCPT) for the Federal Fiscal Years 2022 – 24. In years past, these funds have been relinquished to Volusia County d/b/a Votran, due to Flagler County's ineligibility as a federal recipient. FCPT has been working closely with the Center for Urban Transportation Research (CUTR) at the University of South Florida to provide the necessary technical assistance to develop the policies and procedures that are fundamental to receiving federal eligibility. As part of the initial application, Staff is requesting the Board consider and approve the Resolution necessary for the County Administrator or her designee to apply for and sign any necessary grant documentation for these funds.

Local match requirements are expected not to exceed \$401,956 which can be offset by using existing State Block Grant Funds.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability

FUNDING INFORMATION: If awarded, staff will return before the Board to accept the award and appropriate grant funding. Included in the backup documentation is a draft Proposal of Projects utilizing the allocated funding, pending Board of County Commissioners and Federal Transit Administration approval.

DEPARTMENT CONTACT: Mike Dickson, General Services Director (386) 313 – 4191
Pia Thomas, Transportation Manager (386) 313 – 4409

RECOMMENDATION: Request the Board approve the Resolution authorizing the County Administrator to execute and submit the application for the FY25 Section 5307 Grant Program through the Federal Transit Administration.

January 13, 2025
Regular Meeting

UNOFFICIAL

January 13, 2025
Regular Meeting

ITEM 70 – CONSIDERATION OF A AMENDMENT TO RESOLUTION 2024-67 FOR STATE FISCAL YEAR (SFY) 2025 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) UNDER THE STATE OF FLORIDA PUBLIC TRANSIT BLOCK GRANT PROGRAM

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

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

SUBJECT: Consideration of a Amendment to Resolution 2024-67 for State Fiscal Year (SFY) 2025 Florida Department of Transportation (FDOT) under the State of Florida Public Transit Block Grant Program.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: On August 19, 2024, staff brought forward a Resolution and Application for State Fiscal Year (SFY) 2025 Florida Department of Transportation (FDOT) under the State of Florida Public Transit Block Grant Program in the Amount of \$390,271.00. This item was approved, and application has been made. It has come to our attention that Resolution 2024-67 is missing the signature authority and acceptance items.

3. The County Administrator or the Boards Designee is authorized to sign any grant agreement or documents necessary to accept and implement the grant award.
4. The County will adhere to all applicable laws in applying for, accepting, and implementing the grant.

Staff is seeking approval to Amend Resolution 2024-67 to include these two items.

STRATEGIC PLAN:

- Focus Area: Effective Government
 - Goal 1 – Maintain Financial Stability
 - Goal 2 – Build & Maintain Relationships to Support Effective and Efficient Government
 - Goal 3 – Provide an Excellent Customer Experience

FUNDING INFORMATION: None

DEPARTMENT CONTACT: Mike Dickson, General Services Director (386) 313 - 4191
Pia Thomas, Transportation Manager (386) 313 - 4409

RECOMMENDATIONS: Request the Board approve the Amendment to Resolution 2024-67.

January 13, 2025
Regular Meeting

UNOFFICIAL

January 13, 2025
Regular Meeting

The following items were pulled from Consent Agenda for discussion and action:

**ITEM 7B – CONSIDERATION OF AN APPOINTMENT TO THE VALUE
ADJUSTMENT BOARD**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

SUBJECT: Consideration of an Appointment to the Value Adjustment Board.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: The Value Adjustment Board currently has one vacancy on its board for a citizen representative appointed by the Flagler County Board of County Commissioners as Donald Tobin has decided not to seek reappointment. David Sullivan has submitted an application which has been reviewed by the Value Adjustment Board Clerk and meets the requirement for this position.

Established: Flagler County Code Section 19-49, pursuant to Section 125.0104, Florida Statutes.

Function: To hear appeals regarding property value assessments, denied exemptions or classifications, ad valorem tax deferrals, portability decisions, and change.

Membership: Consists of 2 members of the BOCC, 1 member from the School Board, 2 citizen members, one of whom must be appointed by the BOCC and owns homestead property within the county and one who must be appointed by the School Board and owns a business occupying commercial space located within the school district. For further requirements, see Florida Statutes 194.015.

Appointment Terms: From the Organization Meeting to the Final Meeting

Meeting Information: Meets as needed at the Government Services Complex
1769 E. Moody Blvd., Bldg 2, Board Chambers, Bunnell, FL 32110

Staff Liaison: Clerk to the Value Adjustment Board, (386) 313-4400;
VAB@FlaglerClerk.com

Members: Pam Richardson, Flagler BOCC Commissioner (2025-2026)
Leann Pennington, Flagler BOCC Commissioner (2025-2026)
Donald Tobin, Flagler BOCC Citizen Appointee
William Furry, FCSB School Board Member
Joseph Wright, FCSB Citizen Appointee

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

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Clerk to the Value Adjustment Board (386) 313-4400

RECOMMENDATION: Request the Board appoint David Sullivan to the Value Adjustment Board for a 5-year term.

January 13, 2025
Regular Meeting

Commissioner Richardson stated she finds it unusual that somebody who had been serving would continue to serve in a five-year term and that it seemed like a long term for someone who's been in service. Added she would like to see that people in the community step up to do something they may have a passion for. Stated it isn't against anybody; she would just like to see new faces with new thoughts. Asked if it is a standard board where there's not much to say because it's based on what the adjustments are other than listening to the public.

(Item 7b continued)

County Attorney Hadeed stated they are very formalized proceedings in that there is a lawyer that represents the Value Adjustment Board. Added evidence is heard before a special magistrate who then makes a recommended ruling. Stated it is typically expert testimony where rules and standards apply. Continued to say he thinks the five-year term without respect to whoever might be occupying it is because it takes a while to understand all the standards.

Commissioner Hansen stated he is still Chairman of the VAB.

County Attorney Hadeed stated he will defer to Commissioner Hansen if he may wish to comment.

Commissioner Hansen asked if there is a problem with Mr. Sullivan.

Commissioner Richardson answered no, she's asking why we're recycling the same people.

Commissioner Hansen asked how many people applied for the position.

County Administrator Petito stated just one applicant.

A motion was made by Commissioner Carney to appoint David Sullivan to the Value Adjustment Board. Seconded by Commissioner Hansen.

January 13, 2025
Regular Meeting

Chair Dance opened public comment.

There was none.

Chair Dance closed public comment.

Chair Dance called the question. Motion carried unanimously.

UNOFFICIAL

January 13, 2025
Regular Meeting

ITEM 7E – CONSIDERATION OF THE RESOLUTION AND PUBLIC

UNOFFICIAL

January 13, 2025
Regular Meeting

TRANSPORTATION GRANT AGREEMENT (PTGA) WITH THE
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT / AGENDA ITEM # 7e

SUBJECT: Consideration of the Resolution and Public Transportation Grant Agreement (PTGA) with the Florida Department of Transportation (FDOT) in the Amount of \$5,000,000 to Assist with Funding for Construction of a General Aviation Terminal Facility at the Flagler Executive Airport.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: On December 16, 2024, the Board awarded the bid to Sauer Construction, LLC to construct the General Aviation Terminal Facility and Roundabout/Road Tie-Ins at the Flagler Executive Airport in the amount of \$10,225,617.

The Board has previously approved a FDOT Public Transportation Grant Agreement (PTGA) and two Amendments totally \$5,003,947 in support of this project. With this action, staff is bringing forward for consideration, a Resolution and a FDOT PTGA in the amount of \$5,000,000. This funding is a Legislative Appropriation from the State General Revenue Fund and does not have a match requirement. In FDOT's FY2026, which begins July 1, 2025, the initial PTGA will be supplemented again. The Airport Enterprise Fund will be responsible for 10% of the total project costs, which are approximately \$675,000. The total construction costs and funding sources are outlined in the tables below.

Project	Cost
Construction - General Aviation Terminal	\$9,640,130
Construction - Terminal Landside Improvements	\$585,487
Construction Administration and Observation	\$950,000
Total	\$11,175,617

Year	Funding Source	Amount
FY24	FDOT PTGA (BoCC exe 06-10-2024)	\$3,303,947
FY24	FDOT First Amendment to PTGA (BoCC exe 06-24-2024)	\$500,000
FY24	Legislative Funding (General Revenue)	\$5,000,000
FY25	Airport Enterprise Fund (Bank Loan) 10% of PTGA Funds	\$675,662
FY25	FDOT Second Amendment to PTGA (BoCC exe 09-16-2025)	\$1,200,000
FY26	FDOT Third Amendment to PTGA	\$1,200,000
	Total	\$11,879,609

The existing 6,400 SF metal terminal building is approximately forty (40) years old and currently houses the airport staff, Fixed Base Operator (FBO), a pilot's lounge area, public restrooms and a small tenant space. The new 15,500 SF terminal will accommodate airport administrative offices, an FBO and its appurtenant facilities, public space, meeting space, and more room for additional tenants (small businesses). This project is consistent with the approved Master Plan updated in 2015. Construction of this project is anticipated to begin in the fall of 2025.

Flagler Executive Airport is an economic engine for the County, and also serves as the gateway to Flagler County and the communities it serves. This GA Terminal facility is the next step in the evolution of transforming the airport into a premier location for businesses looking to locate at the airport and in its surrounding communities.

January 13, 2025
Regular Meeting

FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) IN THE AMOUNT OF \$5,000,000 TO ASSIST WITH FUNDING FOR CONSTRUCTION OF A GENERAL AVIATION TERMINAL FACILITY AT THE FLAGLER EXECUTIVE AIRPORT

(Item 7e continued)

STATEGIC PLAN:

Focus Area: Economic Vitality,

- Goal 2- Diversify the Tax Base to Improve the Local Economy
 - Objective EV 2.4: Expand facilities and attract aviation related businesses to the Flagler Executive Airport.

FUNDING INFORMATION: The BoCC has previously accepted a Public Transportation Grant Agreement (PTGA) and two Amendments totally \$5,003,947 that will fund 90% of the costs for the Construction of a General Aviation Terminal Facility. This PTGA, which will be supplemented again in FDOT's FY2026, which begins July 1, 2025, in the amount of \$1,200,000.

This FDOT Public Transportation Grant Agreement (PTGA) in the amount of \$5,000,000 is from the Legislative Appropriation from the State General Revenue Fund and does not have a match requirement. A separate PTGA had to be written as this grant is being funded at 100% and the initial PTGA was funded at 90%.

The Airport Enterprise Fund will be responsible for 10% of the total project costs, which are approximately \$675,000.

Funding for this agreement in the amount of \$5,000,000 was appropriated at the 12/16/24 Regular BOCC meeting.

DEPARTMENT CONTACT: Roy Sieger, Airport Director 313-4220

RECOMMENDATIONS: Request the Board approve the FDOT PTGA authorizing the Chair to execute the agreement, authorizing resolution, as approved to form by the County Attorney.

Commissioner Carney stated the reason for pulling this item is to say that this in no way reflects her support or non-support of the \$5 million. Added she does know it is an appropriation and doesn't want to jeopardize that. Stated when reading the actual agreement with the FDOT (Florida Department of Transportation), she did not feel that the requirements of the County were being met which resulted in her and the rest of the BOCC receiving a draft ordinance for zoning at the airport and that this ordinance is very important to the airport. Continued to say if

January 13, 2025
Regular Meeting

and when the County grows, since the state is requiring it, then she will also require it. Stated there is a plan of action on how this is going to be fixed.

Chair Dance stated the counterpoint being we received a letter from our contact with FDOT that stipulated their support of the grant application and the process that the County's going through to adopt the ordinance that's in question, which is being scheduled for first and second hearing in March.

Commissioner Pennington stated that with that specific email with FDOT, we told them it would be done by March. Stated it was supposed to be adopted in 2016, we've been aware of it again since 2023 and we're just now getting it accomplished. Added that Palm Coast is now in the mix but they aren't going to hinder us getting it done.

A motion was made by Commissioner Hansen to approve Item 7e. Chair Dance passed the gavel to the Commissioner Pennington and seconded the motion.

Commissioner Pennington called the question. Motion denied 2 to 3.

(Item 7e continued)

Commissioner Pennington opened public comment.

Darlene Shelley, Palm Coast Resident shared she would hate for the grant to be jeopardized when it would be easier to update the rules and regulations.

Commissioner Pennington closed public comment.

Commissioner Carney stated she received an email from Deputy County Attorney Sean Moylan stating that this grant will not be jeopardized if we hold off until March.

Commissioner Pennington asked County Attorney Hadeed if that is accurate.

January 13, 2025
Regular Meeting

County Administrator Petito stated she believes the comment was that he didn't think it would be but we haven't checked with the granting agencies. Stated she did want to clarify that with regard to the General Aviation Airport, they operate under the regulatory oversight of the FAA which is why we're not able to restrict the actions that the last speaker had said. Stated it's not something that the County or the City isn't doing, it's just that it doesn't fall under our purview.

County Attorney Hadeed stated the BOCC determined that this was going to be a legislative priority and submitted it to the legislature, asking them to use their legislative power to appropriate these funds and they have done so.

Chair Dance removed his second.

Commissioner Hansen removed his motion.

Chair Dance stated the letter from FDOT gives him comfort that we are in good standings with the process. Added he fully expects other than two readings which take a month, that we continue to meet that criteria. Stated he thinks even tabling it is better than killing it but that the perception of not approving it is not good as we may want to present after going through the hard work to get those funds appropriated.

County Attorney Hadeed asked if the predicate for not approving it is that we do not have the ordinance in place. Stated if that is the predicate then he would like to remind the BOCC that within the four corners of the agreement, it imposes on us the obligation to enact an ordinance. Added that this was written by the State, so they already acknowledge within the agreement that they don't have the ordinance and that we commit to have the ordinance.

Commissioner Richardson stated her no vote was due to the timeframe and can it be done.

(Item 7e continued)

January 13, 2025
Regular Meeting

County Attorney Hadeed clarified that Commissioner Richardson was asking if it's feasible.

Commissioner Richardson answered yes.

County Attorney Hadeed stated he doesn't have time to consult with everybody but in his world that's totally feasible.

Commissioner Richardson stated she's talking about the timeframe.

County Attorney Hadeed stated to pass the ordinance. Added he thinks it can be finished by March 31st.

Chair Dance stated we set priorities so we can make that the top priority for the legal department.

Commissioner Richardson stated during the workshop we said it was from 2016.

Commissioner Pennington stated it was due in 2016 but we as a board made it a consensus to have it in August of 2023 and it is now going forward.

County Administrator Petito stated with regard to the delay, it was created in October 2023 and sent to FDOT for their input because we didn't want to adopt something and then have them come back and give comments. Stated the central office in Tallahassee for FDOT on the aviation planning side is short staffed. Continued to say they have a planning administrator and a planning manager that are both vacant. Stated they followed up in October 2024 and received no feedback. Continued to say we don't have to get their approval or input but staff felt it was beneficial so that we're not adopting something and having to amend it the following month. Stated now that we've waiting 16 going on 17 months, we are choosing to bring it forward. Added the March deadline is just what we determined in staff that we could get it done without a

January 13, 2025
Regular Meeting

delay. Stated we've already advertised in January, and it's being advertised in February for the first and second reading in March. Stated it is completely doable and a self-imposed due date of March, which is what was shared with FDOT. Added that they could email FDOT and say "Hey there might be a snag and it's going to be April, do you have a problem with that" and as long as we are making steps to comply then they're not going to complain about a two week delay or a three week delay when the project is going to take at least a year to a year and a half to construct.

Chair Dance stated the message is very clear to staff that we're trying to business differently and doesn't know that rejecting the \$5 million from the State is the appropriate way to make that point. Added that through the workshop, we came to a reasonable agreement to complete the ordinance by March. Stated we could request updates through February at our workshops.

(Item 7e continued)

Commissioner Richardson stated she just wants to see that the progress happens.

Commissioner Carney stated the ordinance talks about public comments including presentations by staff and public hearings. Added it is a tight window and she's happy with it and she doesn't want to jeopardize the grant.

Commissioner Pennington has passed to gavel back to Chair Dance.

A motion was made by Commissioner Pennington to approve Item 7e. Seconded by Commissioner Hansen.

Chair Dance called the question. Motion carried unanimously.

January 13, 2025
Regular Meeting

ITEM 7H – CONSIDERATION TO AMEND THE LIBRARY IMPACT FEE FUN 1159

UNOFFICIAL

January 13, 2025
Regular Meeting

FY 2024-25 BUDGET AND THE GENERAL CAPITAL PROJECTS FUND
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS
CONSENT/ AGENDA ITEM # 7h

SUBJECT: Consideration to Amend the Library Impact Fee Fund 1159 FY 2024-25 Budget and the General Capital Projects Fund 1316 to Increase the Nexus Center Project.

DATE: January 13, 2025

OVERVIEW/SUMMARY: Staff is seeking approval to amend the FY 2024-25 Library Impact Fee Fund Budget in the amount of \$368,630 for additional revenues received for FY 2023-24 after the annual carryforward process.

At the 12/16/2024 Regular BOCC Meeting, the Board amended the FY 2024-25 Budget for Fund 1159 by increasing the reserves of this fund by \$465,693 in error. \$405,839 of these funds were previously allocated in a capital line and were erroneously added to the reserve account number. The attached budget transfer will properly allocate those funds into the capital outlay line item of the budget. An additional transfer from Fund 1159 reserves in the amount of \$116,342 is included as well.

A budget transfer from General Fund Reserves in the amount of \$87,140 which represents available Passport Fees earned by the library will be transferred to interfund transfers. The receiving Fund for this interfund transfer will be the General Capital Project Fund 1316.

This additional funding will reduce the overall amount needed to come from the General Fund for this project and will cover some unanticipated items such as the NEPA study, threshold inspection, additional fill material, design modifications to set the building further back on the parcel to allow for the future potential of another facility to be built closer to Commerce Parkway and to minimize conflicts with underground communication vaults that are along the roadway of this parcel. Since Library Impact Fees can only be used for the expansion of library services, as more fees are collected over the course of this project, staff will continue to evaluate and bring forward for Board's consideration to include them in this project to further reduce the amount coming from the General Fund.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1- Maintain Financial Stability

FUNDING INFORMATION: The results of the Unanticipated Revenue Resolutions (URRs) and budget transfers outlined above will increase the overall Nexus Project by \$484,972 in the Library Impact Fee Fund (Fund 1159) and by \$87,140 in the General Capital Projects Fund (Fund 1316).

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

RECOMMENDATION: Request the Board approve the Unanticipated Revenue Resolutions, Budget Transfers, and amending the FY 2024-25 CIP.

January 13, 2025
Regular Meeting

1316 TO INCREASE THE NEXUS CENTER PROJECT

Commissioner Carney stated she submitted a funding question to Mr. John Brower and thanked him for his concise accounting and providing her with answers to the questions she asked.

Chair Dance opened public comment.

There was none.

(Item 7h continued)

Chair Dance closed public comment.

A motion was made by Commissioner Pennington to approve Item 7h. Seconded by Commissioner Carney.

Chair Dance called the question. Motion carried unanimously.

UNOFFICIAL

January 13, 2025
Regular Meeting

GENERAL BUSINESS

**ITEM 8A – CONSIDERATION OF PLANNING AND DEVELOPMENT BOARD
APPOINTMENT**

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: Consideration of Planning and Development Board Appointments.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: The Commission has received Applications from Mr. Jack Corbett, Mr. Michael Boyd, and Mr. Ron Long. All three are Flagler County residents, registered voters, and are homesteaded.

Name	Registered Voter	Homestead	Residency Area	Field/ Profession	Growth Management and Land Use Experience
Michael Boyd	Yes (1/3/2024)	Yes (1/3/2024)	West of US 1 and South of SR 100 (2/20/2024)	Farmer/Rancher	Yes
Jack Corbett	Yes (1/3/2024)	Yes (1/3/2024)	Between US 1 and I95, South of SR 100 (1/16/2024)	Real Estate	Yes
Ron Long	Yes (12/19/2024)	Yes (12/19/2024)	West of US 1 and South of SR 100 (12/19/2024)	Construction	No

Function:

- Review and act upon applications for development pursuant to the county Land Development Code and other applicable ordinances;
- Monitor and oversee the operation, effectiveness and status of the county Land Development Code and recommend amendments to the County Commission that are consistent with the Comprehensive Plan;
- Obtain and maintain information on population, property values, the land economy, land use and other information necessary to assess the amount, direction and type of development to be expected in the county;
- Advise on the land use policies of the county through their regular meetings and ad hoc scheduled workshops;
- Conduct public hearings to gather information necessary for the drafting, establishment, amendment, and maintenance of various elements of the county Comprehensive Plan and Land Development Code; and
- Review redevelopment plans prepared under Chapter 163, Part III, Florida Statutes.

Membership: Consists of seven members residing in specific geographic areas of the County and filling certain fields/professions (see Land Development Code Sec. 2.02.02).

Term: 3-year term

Meeting: Second Tuesday of the month at 6:00 p.m., GSB, Board Chambers

Staff Liaison: Adam Mengel, Growth Management Director, (386) 313-4065

Appointment - Expiration Member

09/21/2024 – 09/21/2027 Mark Langello – Between US1 and the Intracoastal Waterway

03/04/2024 – 03/04/2027 Dan Wilcox – At-Large

02/05/2024 – 02/05/2027 Michael Goodman – East of Intracoastal Waterway

12/04/2023 – 12/04/2026 Timothy Conner – Between I95 and Intracoastal, South of SR100

12/04/2023 – 12/04/2026 Anthony Lombardo – At-Large

11/15/2021 – 11/15/2024 Michael C. Boyd – West of US 1 and South of SR 100

11/19/2021 – 11/19/2024 Jack Corbett – Between US 1 and I95, South of SR 100

(Item 8a continued)

The membership terms for both Mr. Boyd and Mr. Corbett have expired, and both have applied for reappointment. Both Mr. Boyd and Mr. Corbett have been active members of the Board: Mr. Boyd attended 11 of the 12 Planning and Development Board meetings in 2024, while Mr. Corbett attended 9 of the 12 meetings (with one excused absence).

Per the Flagler County Board of County Commissioners – Rules of Procedures: Exhibit B: General Rules for Citizen Boards, Committees and Councils Appointed by the Flagler County Board of County Commissioners Item 19: Newly appointed members of the Planning and Development Board shall complete the online training in growth management and land use offered by the Institute for County Government, a division of the Florida Association of Counties. The Commission may waive this requirement for appointees who possess experience in growth management and land use matters.

An appointment for Mr. Long would replace Mr. Boyd on the Board; Mr. Long's application did not reflect growth management or land use experience – other than construction-related work experience – which would require that Mr. Long complete the online growth management training.

Vacancies are advertised on the County's website, www.FlaglerCounty.gov. If any further applications are received, they will be presented to the Board prior to the meeting.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government
 - Objective 2.2: Pursue policy, fiscal and legislative options to provide county leaders with the flexibility and tools needed to respond to the challenges associated with a growing community.
 - Objective 2.3: Establish compatible policies, procedures, and other means to operate across county and municipal boundaries.

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

RECOMMENDATION: Request the Board consider the applications of Mr. Michael Boyd, Mr. Jack Corbett, and Mr. Ron Long and select two to serve on the Planning and Development Board for a three-year term. Reappointment of Mr. Corbett would fill the "Between US 1 and I95, South of SR 100" residency area, while reappointment of Mr. Boyd or appointment of Mr. Long would fill the "West of US 1 and South of SR 100" residency area." If Mr. Long is appointed, online training in growth management and land use will be needed, while the reappointment of Mr. Boyd and Mr. Corbett would not require the online training requirement.

January 13, 2025
Regular Meeting

Adam Mengel, Growth Management Director lead the discussion.

Commissioner Pennington asked if Mr. Long could be considered for the other seat under Jack Corbett.

Mr. Mengel stated through a supermajority vote, the BOCC can appoint an additional at-large member.

Commissioner Pennington asked how she would vote that way and if she is compelled to vote in the reappointment of Mr. Corbett.

Sean Moylan, Deputy County Attorney stated you are not forced to vote for someone.

(Item 8a continued)

Commissioner Carney asked if Mr. Corbett received one yes and four abstentions then he would be reappointed.

Mr. Moylan stated if there was one affirmative vote and four abstentions then the vote could carry because the others have not opposed.

Discussion continued on how to mark the vote, so it reflects what they intend it to.

Ron Long, Applicant for Planning and Development Board addressed the board with his background and his goals for his role if chosen for the planning board.

Chair Dance asked if Mr. Long has any problems with the required education component.

January 13, 2025
Regular Meeting

Mr. Long answered no.

Chair Dance asked the same for meeting requirements.

Mr. Long answered no.

Mr. Mengel stated through BOCC action they have reappointed Mr. Boyd and appointed Mr. Long. Stated there will need to be a super majority vote in order to make Mr. Long an at-large appointment.

Chair Dance asked they need to be done separate.

A motion was made by Commissioner Carney to reappoint Mr. Boyd to the Planning and Development Board. Seconded by Commissioner Pennington.

Chair Dance opened public comment.

Dr. Lynn Bravo-Rosewater, Flagler County Resident, stated it was her understanding that the Planning Board was supposed to have different kinds of expertise on it, but it seems that right now we have all developers and there needs to be a balance.

Chair Dance closed public comment.

Chair Dance called the question. Motion carried unanimously.

(Item 8a continued)

January 13, 2025
Regular Meeting

A motion was made by Commissioner Pennington to appoint Mr. Ron Long to the Planning and Development Board. Seconded by Commissioner Hansen.

Chair Dance opened public comment.

Harriet Castle, Flagler County Resident stated she agrees with Commissioner Richardson previous comments about having some new blood in some of these positions and that she supports Mr. Long being appointed.

Chair Dance closed public comment.

Chair Dance called the question. Motion carried unanimously.

Chair Dance thanked Mr. Corbett for his long-time service helping the County on the Planning and Development Board.

January 13, 2025
Regular Meeting

PUBLIC HEARINGS

**ITEM 9A – QUASI-JUDICIAL HEARING IN CASE OF IN RE: EIGHT-YEAR-OLD
ALAPAHA BLUE BLOOD BULLDOG NAMED LUKE; OWNER, KIM
BOWMAN**

UNOFFICIAL

January 13, 2025
Regular Meeting

The following was requested by Sean Moylan, Deputy County Attorney:

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

SUBJECT: Quasi-Judicial Hearing in Case of In Re: Eight-Year-Old Alapaha Blue Blood Bulldog Named Luke; Owner, Kim Bowman.

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY:

I. INTRODUCTION

The Board has before it a Recommended Order from the County's Special Magistrate acting as an evidentiary hearing officer pursuant to Section 5-67 of the Flagler County Code of Ordinances, regarding an eight-year-old Alapaha blue blood bulldog named Luke, owned by Ms. Kim Bowman of 16 Via Capri in Hammock Dunes. The magistrate recommends that the Board: (i) classify Luke as a dangerous dog under the definition of dangerous dog found in Section 767.11, Florida Statutes, and (ii) impose the safety requirements for dangerous dogs found in Section 767.12, Florida Statutes.

II. THE ROLE OF THE COUNTY COMMISSION

Attached to this report is Section 5-67 of the County Code, with highlights, pertaining to the classification of dangerous dogs. The Commission may only consider the record created before the magistrate and the oral arguments of the dog owner, the victims, and the Animal Control officer. *No new evidence is permitted, and no public comment may be taken.*

The Commission's role is to uphold, reject, or modify the Recommended Order. In making this determination, the Commission should apply the following three-part test:

- 1.) Whether the parties have been accorded due process;
- 2.) Whether the Recommended Order is supported by competent substantial evidence;
and
- 3.) Whether the hearing officer applied the correct law.

During the public hearing, the parties supporting the Recommended Order shall have five minutes to present their argument. Then the party opposing the Recommended Order, in this case the dog owner, shall have five minutes to present arguments. Finally, the party supporting the Recommended Order shall have three minutes for rebuttal. The Chair may grant additional time as long as both parties have equal, additional time.

III. THE FACTS OF THE CASE

The testimony and record at the hearing showed the following evidence. On October 14, 2024, Mr. David May, resident of 14 Via Capri in Hammock Dunes, was walking his dog on a leash along the Via Capri right-of-way, when Ms. Bowman's dog, Luke, came charging full speed down the street unleashed directly at him and his dog. Mr. May picked up his dog to protect him. Luke jumped up against Mr. May knocking him to the ground and causing his head to strike the asphalt. Luke attacked Mr. May's dog who suffered a puncture wound on his abdomen and bruised paw for which the dog received emergency veterinary care.

On October 29, 2024, Mrs. Lisa May was walking her dog along the Via Capri right-of-way when Luke came charging full speed down the street unleashed directly at her and her dog. Mrs. May

January 13, 2025
Regular Meeting

(Item 9a continued)

picked up her dog to protect him. Luke jumped up against Mrs. May knocking her to the ground in an apparent attempt to bite her dog. Luke pinned Mrs. May to the ground and attacked her dog. Mrs. May's dog suffered a puncture wound above his eye and on his tail which required emergency veterinary care. Affidavits of the May's including photos are attached.

On October 31, 2024, Flagler County Animal Control Officer Katie Share issued Ms. Bowman an initial determination finding her dog dangerous. Ms. Bowman timely invoked her statutory right to appeal the determination and evidentiary hearing before the County's hearing officer. At the hearing, Ms. Bowman did not dispute the essential facts of the two attacks but asserted that her dog had a calm demeanor and non-aggressive personality. Ms. Bowman presented hearsay correspondence from neighbors and a dog trainer which state they have not witnessed aggressive behavior from Luke. Ms. Bowman also paid the May's veterinarian bills.

IV. APPLICABLE LAW

Florida law defines a dangerous dog in relevant part as follows:

"Dangerous dog" means any dog that according to the records of the appropriate authority ... [h]as, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the appropriate authority."
Section 767.11(1)(c), Florida Statutes.

Once a dog is classified as dangerous, a series of requirements is imposed on the owner which are intended to prevent future attacks. The owner must obtain an annual registration certificate from Animal Control after providing evidence of:

- 1.) Current certificate of rabies vaccination;
- 2.) Proper enclosure to confine the dog and posting at all entry points of the premises a warning sign informing children and adults of the presence of a dangerous dog on the property; and
- 3.) Permanent identification of the dog, such as a tattoo or electronic implant.

In addition, when off the owner's property, the dog must be muzzled and restrained by a substantial leash and under the control of a competent person. If a dog that has previously been declared dangerous attacks or bites a person or domestic animal without provocation, the dog would be destroyed, and the owner could be charged with a crime.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Sean Moylan, Deputy County Attorney (386) 313-4005

RECOMMENDATION: Request the Board conduct the hearing and vote to either uphold, reject, or modify the Recommended Order.

January 13, 2025
Regular Meeting

Quasi-Judicial: There was no ex parte disclosure.

Sean Moylan, Deputy County Attorney gave the presentation. Stated there is no public comment allowed on this item by Board ordinance. Stated the person supporting the recommended order, in this case the victims get five minutes to address the BOCC, then the party opposing the recommended order, in this case the dog owner would get five minutes and then if the victims wish to rebuttal, then they get three more minutes.

Lisa and David May, the Victims, gave their testimony.

(Item 9a continued)

Commissioner Pennington asked how many times the dog was bitten.

Mr. May answered the first time the dog was bit in the abdomen and had a scar on his paw and the second time it was bit in the eye.

Kim Bowman, Dog Owner, gave her testimony.

Mrs. May gave her rebuttal.

Commissioner Pennington asked if this falls under B or C in the Florida Statute for dangerous dog.

Mr. Moylan answered C.

Commissioner Pennington asked if animal control got a sworn statement from witnesses that assisted.

January 13, 2025
Regular Meeting

Mr. Moylan stated he doesn't think so just who was heard from tonight.

A motion was made by Commissioner Hansen to uphold the ruling of the magistrate. Seconded by Commissioner Carney.

Commissioner Richardson asked if the animal control officer was able to speak at all or not.

Mr. Moylan answered no, under our ordinance the magistrate gathers all the evidence, and hears the testimony because it can go on for some time and then you get the recommendation.

Chair Dance called the question. Motion carried unanimously.

UNOFFICIAL

January 13, 2025
Regular Meeting

ITEM 9B – QUASI-JUDICIAL – PROJECT NO. 2024100013 – REQUEST FOR AN APPEAL OF THE PLANNING AND DEVELOPMENT BOARD’S DECISION APPROVING A MODIFICIATION TO AN APPROVED SPECIAL EXCEPTION FOR AN OVERFLOW PARKING LOT IN THE R/C (RESIDENTIAL/LIMITED COMMERCIAL) DISTRICT AT 93 AND 95 SANCHEZ AVENUE, AND 5358 AND 5364 NORTH OCEANSHORE BOULEVARD. PARCEL NUMBERS: 40-10-31-0010-00020-0030, -0040, -0200, AND -0210; 20,000 SQUARE FEET (0.4591 ACRES). APPELLANTS: LEAH GROOM (98 SANCHEZ AVENUE); RICK HOOPS (89 SANCHEZ AVENUE); LEE PINKERSON AND WILLIAM SNYDER (108 SANCHEZ AVENUE); ELENA PIUS (97 HERNANDEZ AVENUE); DEANA SANZONE AND KENNY STEVENS (90 SANCHEZ AVENUE); ROBERT SPROUSE (109 SANCHEZ AVENUE); AND LIZ WRIGHT (96 HERNANDEZ AVENUE). (AR NO. 5219)

UNOFFICIAL

January 13, 2025
Regular Meeting

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

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

SUBJECT: QUASI-JUDICIAL – Project No. 2024100013 – Request for an Appeal of the Planning and Development Board’s Decision approving a Modification to an approved Special Exception for an Overflow Parking Lot in the R/C (Residential/Limited Commercial) District at 93 and 95 Sanchez Avenue, and 5358 and 5364 North Oceanshore Boulevard. Parcel numbers: 40-10-31-0010-00020-0030, -0040, -0200, and -0210; 20,000 square feet (0.4591 acres). Appellants: Leah Groom (98 Sanchez Avenue); Rick Hoops (89 Sanchez Avenue); Lee Pinkerson and William Snyder (108 Sanchez Avenue); Elena Pius (97 Hernandez Avenue); Deana Sanzone and Kenny Stevens (90 Sanchez Avenue); Robert Sprouse (109 Sanchez Avenue); and Liz Wright (96 Hernandez Avenue). (AR No. 5219)

DATE OF MEETING: January 13, 2025

OVERVIEW/SUMMARY: This request is quasi-judicial in nature and requires disclosure of ex parte communication. The subject parcel lies on the West side of North Oceanshore Boulevard (a/k/a State Road A1A), South of 17th Road:



January 13, 2025
Regular Meeting

(Item 9b continued)

UNOFFICIAL

The appeal does not specifically request any remedy or action by the Board. Instead, the appeal states: "Multiple facts, concerns, and hazards were not addressed by the Planning and Development Board in making their decision, including competent, substantial evidence and a covenant document. See attachment for details." (See staff's analysis of the LDC Special Exception Guidelines made a part of the record of the Planning and Development Board as a Technical Staff Report and attached to this memo at Attachment 2.)

January 13, 2025
Regular Meeting

The appellants filed an Appeal of Planning and Development Board application and related documents with the County on October 17, 2024. The appeal request is related to the modification for the Special Exception for an overflow parking lot (Project No. 2024070056; AR No. 5052). The Planning and Development Board approved (6-0, with one abstention) the Special Exception at its September 10, 2024, Regular Meeting, subject to the following conditions:

1. This Special Exception runs with the land, conditioned that this approval for an overflow parking lot will remain in effect so long as the restaurant is operational at 5384 North Ocean Shore Boulevard. The owner will file an instrument in the Official Records of Flagler County restricting the use of the lands to overflow valet parking in lieu of a unity of title;
2. Approval is limited to the use of the subject parcel as an overflow parking lot for the restaurant use located at 5384 North Ocean Shore Boulevard;
3. All parking with the overflow parking lot will be by valet only, and will be limited to the employees, customers, and guests of the restaurant located at 5384 North Ocean Shore Boulevard;
4. No overnight parking shall be permitted;
5. All development to occur consistent with the submitted Final Site & Landscape Plan bearing an electronic signature and seal dated August 30, 2024, by Michael D. Beebe with Beebe & Associates, Inc;
6. Driveway connection onto North Oceanshore Boulevard is subject to permitting by the Florida Department of Transportation;
7. No parking will be permitted within the right-of-way of North Ocean Shore Boulevard except as otherwise permitted by law;
8. Signs shall be limited to the interior of the overflow parking lot for the purposes of identification and wayfinding and will not be subject to issuance of sign permits; and
9. While no lighting is currently proposed, any lighting will be shielded and aimed downward so as not to cast light on to adjacent parcels and will demonstrate compliance through building permit application with the County's marine sea turtle lighting requirements.

The Board's Special Exception approval was memorialized through its Order dated October 7, 2024, and recorded on October 8, 2024, at Official Records Book 2905, Page 1983, Public Records of Flagler County, Florida. Prior to making its decision, the Planning and Development Board heard from staff, the applicant, and concerned neighbors. Residents' concerns included safety and noise.

(Item 9b continued)

The Board of County Commissioners is the appellate authority following a decision by the Planning and Development Board provided under this section of the Land Development Code:

"Within thirty (30) days of the rendering of a decision by the planning and development board regarding a requested variance and/or special exception, an appeal may be filed with the board of county commissioners. Such appeal may be filed by the original applicant, the planning and zoning director, other county staff as authorized, or a real property owner within three hundred (300) feet of the perimeter of the subject property who has standing. To have standing for an appeal, a real property owner must have participated in the matter before the planning and development board, either by speaking on the record at the public hearing or by having a written communication entered into the record for the planning and development board's consideration." (Land Development Code Section 3.07.03.C.1.).

This agenda item is:

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

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government
 - Objective EG 2.4: Establish joint strategies to identify and address needs through leveraging of local resources.

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

Public notice has been provided for this application according to Land Development Code (LDC) Section 2.07.00.

(Item 9b continued)

OPTIONS FOR THE BOARD: The Board of County Commissioners may:

APPROVE the appeal request, overturning the Planning and Development Board's approval of the modification to the Special Exception for overflow parking in the R/C (Residential/Limited Commercial Use) District at 5358 North Oceanshore Boulevard.

DENY the appeal request, upholding the Planning and Development Board's approval of the modification to the Special Exception for overflow parking in the R/C (Residential/Limited Commercial Use) District at 5358 North Oceanshore Boulevard.

REMAND the Special Exception approval to the Planning and Development Board for further proceedings with direction on how the Planning and Development Board failed to base its decision on competent substantial evidence, accord due process, and/or observe the essential requirements of law.

CONTINUE the appeal request to a time and date certain. A continuance should be for the appellants or for staff to provide additional information to the Board.

It should be noted that should the Board approve the appeal overturning the Planning and Development Board's approval and denying the Special Exception, that the denial is not made "with prejudice" in that an owner or applicant may subsequently refile a Special Exception request with the County for a similar request. Unlike a rezoning request that is limited to no more than one request for the same parcel of land every six months, a Special Exception application submittal is not time-barred (see Land Development Code Section 3.07.05.G.).

Quasi-Judicial:

Commissioner Pennington stated she has spoken to the property owner specific to how they intended to use property as a solution for parking. Commissioner Pennington has also received emails from residents that are on file.

January 13, 2025
Regular Meeting

Commissioner Carney stated she requested some information from Dennis Clark as a result of reading the packet to understand the Hammock Community Association's safety concerns and received a copy of a communication that was brought forward at the September hearing.

Commissioner Richardson stated she received emails that she didn't open.

Sean Moylan, Deputy County Attorney set the stage for what the BOCC's role is in this item.

Adam Mengel, Growth Management Director gave the presentation.
(Presentation on file with the Clerk's office.)

Chair Dance called for a brief five-minute break to correct a monitor situation.

(Item 9b continued)

Mr. Mengel continued the presentation.

Commissioner Hansen stated a parking lot is not a prohibited scenic and scenic says it is not a permitted use.

Mr. Mengel stated he doesn't want to speak for Scenic A1A Pride.

Commissioner Hansen stated the rules are it is permitted.

Mr. Mengel stated yes.

Commissioner Carney asked for that to be repeated.

Mr. Mengel repeated.

Commissioner Pennington asked if it is addressed.

Mr. Mengel answered no but if you look at the Scenic A1A overlay district requirement it is heavily geared toward buffering parking areas. Continued the presentation.

Commissioner Richardson asked Mr. Mengel to review options one and two.

Mr. Mengel restated them.

Discussion occurred to locate the nine criteria in the back up packet.

Commissioner Pennington stated that of the nine criteria, three, four, six, seven, and eight are not applicable. Reviewed the not applicable criteria and why.

Commissioner Pennington asked how we believe the ingress and egress is solutioned through the special exception approval.

Mr. Mengel stated the ingress/egress will be permitted by Florida Department of Transportation (FDOT) so we don't have independent authority to provide a driveway permit on A1A. Added the Technical Review Committee did review this, it has a access point that is intended to be gated and is well off of the pavement edge. Stated the TRC collectively believe that the site plan and request met the requirements.

(Item 9b continued)

Commissioner Carney asked what would happen if FDOT doesn't give the driveway permit.

January 13, 2025
Regular Meeting

Mr. Mengel stated he believes they have but if they didn't then there may be an appeal process through FDOT, otherwise there would be no access off of A1A.

Commissioner Pennington asked if we know if they are requesting the turn right only since that was a concern that it would pull traffic into the neighborhoods to do the U-turns.

Mr. Mengel answered that would be an FDOT requirement for them on their own.

Commissioner Hansen stated he was looking down the street and there's a lot of driver's choice, right or left turn.

Mr. Moylan stated to Commissioner Carney's question that the planning board's approval of this was contingent upon getting that permit from FDOT so if they don't get it then the approval is a nullity.

Commissioner Carney stated we don't know that. Asked if they are going to call Mr. Mengel and say they didn't get the approval. Stated if they have it then they can send it to us.

Mr. Moylan stated it is his understanding that they were waiting for this appeal to resolve before they went to get that permit.

Commissioner Pennington stated that it would have to go through FDOT for anything that's placed on this property.

Mr. Mengel stated that is correct.

January 13, 2025
Regular Meeting

Commissioner Pennington reviewed staffs' analysis for criteria number two which was that it was proposed in a manner which minimizes impacts as an overflow lot and the lot is proposed to be left in a pervious condition, reducing the hardscapes.

Mr. Mengel stated that is correct.

Commissioner Pennington stated for criteria number five which is screening and buffering, there is going to be a six-foot privacy fence for the back, a 40-foot buffer on A1A and a 15-foot on the residential sides. Continued to criteria number nine which is the economic effect of the proposed use on adjacent and nearby property shall be positive. Stated this is probably the lease intense use of a RC.

(Item 9b continued)

Mr. Mengel stated he's hesitant to agree because he doesn't think the planning board made that finding.

Commissioner Pennington asked if the planning board discussed number nine.

Mr. Mengel answered yes.

Commissioner Pennington asked if they took in the economic effect into consideration.

Mr. Mengel answered yes.

Commissioner Pennington stated neighbors within 300 feet were notified and asked if a modification of a special exception is made then would that have changed the notification parameters.

January 13, 2025
Regular Meeting

Mr. Mengel stated the change here was specific to the valet parcel, so the notification was done off the four lots with the valet. Stated he believes as far as the mail notification, we appropriately noticed the parcels that were the subject to the special exception modification as well as posts to the property.

Commissioner Carney stated she drove by and didn't see a 40-foot buffer. Asked if it's a future planning buffer because there were no trees there. Stated there was a berm and some cactus plant.

Mr. Mengel stated there is existing live oak to be preserved.

Commissioner Carney stated she sees a lot of moving. Stated she saw the berm and asked if that qualifies.

Mr. Mengel stated we are under an appeal so that appeal stayed in the action. Added there was a complaint received while the fence was underway so they should have stopped.

Leah Groom, Appellant gave a presentation.

Jay Livingston, Attorney for the property owner, gave a presentation.

(Item 9b continued)

Commissioner Carney stated she is used to seeing a parking plan, but she's never seen where cars park amongst the trees. Added it's a wonderful concept but probably difficult for the developer. Stated she didn't see anything that showed how this is going to solve the parking problem.

January 13, 2025
Regular Meeting

Mr. Livingston stated there were a couple of estimates in terms of how you could stack the vehicles depending on the type of vehicle, but it would average 25 cars to fit on the lot. Added during certain events, there might be beyond 25 cars, but you can drive up A1A from County line to County line and find many examples of vehicles all over the place during those types of special event times. Stated FDOT has put no parking signs up along the A1A right-of-way, and he would hope when the parking lot is up and running that if the County see instances of parking not within the valet parking lot and overflow parking that the County would take action.

Commissioner Carney asked if Mr. Livingston's clients know that Palm Coast is getting ready in the very near future to bring the sewer line and water line down to that area.

Mr. Livingston stated they've been aware of that and believes the site was designed to have a tap-in when the line comes or at least designed for one to be put in relatively easily. Stated it will take time to put the line in and then being served by Wastewater Treatment Plant One which is at capacity. Continued to say Palm Coast's most recent plans are looking to try to find funding for the project and needs to get it up to 10.3 million gallons which would be a 2028-2029 delivery date. Stated the parking lot isn't going to generate extra income.

Chair Dance asked how many employees are working during peak times.

Bruno DeFabio, one of the Owners of Bronx Pizza, stated at the most nine possibly ten if it was a busy night.

Chair Dance stated there has been a lot of discussion that has gone away from the three points that the BOCC needs to decide on and emphasized how important it is to focus on those things.

Chair Dance opened public comment.

Robert Sprouse, Flagler County resident, stated everyone lost their cool on September 10th and wished to apologize for his actions. Asked if the parking lot exists because Bronx House exists

January 13, 2025
Regular Meeting

then should those that live within 300 feet of the original property have been notified as well. Stated during Bike Week, the bikers were in the beer garden and in the parking lot and management was with them. Stated of the 25 calls to the Sheriff's office for parking violations, only three came after they ceased having events that were not permitted and doesn't think a standalone parking lot is warranted.

Bruno DeFabio shared different ways Bronx House has donated back to the community.

(Item 9b continued)

The following spoke in opposition of the special exception approval:

- Janet Sullivan
- Todd Swinderman
- Jody Bollinger
- Dennis Clark
- Ed White
- Dr. Lynne Bravo-Rosewater

Michael Goodman, one of the Owners of Bronx House, stated how Mr. Clark makes wonderful drawings but it's not reality because of septic tanks and trees. Stated the seating capacity is not 52 like people have said, it's 104 because the majority of the things sold are single serve and the health department has approved it.

Chair Dance closed public comment.

Commissioner Pennington asked if Mr. Mengel wished to address the permitted special exception and how an RC rises to the level of the commercial.

Mr. Mengel stated parking lot isn't a prohibited use in the RC district.

Commissioner Pennington stated to have an RC, you need a parking lot.

January 13, 2025
Regular Meeting

Commissioner Carney stated she is struggling with how half the room is saying it's not permitted and then the other half is saying it is permitted.

Mr. Mengel stated it is not a standalone parking lot.

Commissioner Carney stated it is a standalone parking lot. Asked if the word standalone used in the actual land development code.

Mr. Mengel answered it is not and thinks that's the point that the appellants are trying to make by adding that qualifier.

Commissioner Carney asked if what's making it not a standalone parking lot is because a business owns it therefore it's linked to the business.

Mr. Mengel answered no, the special exception approval said that as long as the pizza business is there then the parking lot is there. Stated it's not the business ownership that's there, it's the specific business.

(Item 9b continued)

Commissioner Carney stated it's not next to the business.

Mr. Mengel stated it doesn't have to be.

Commissioner Carney stated this is about as clear as mud. Stated she watched the planning board video, and it would be helpful to this board if they went items one through nine so the BOCC would have answered to one through nine. Stated she doesn't see this as a permitted use.

January 13, 2025
Regular Meeting

Sean Moylan, Deputy County Attorney, stated the burden is on the appellant to show that the planning board did not make the right findings on the nine criteria and the findings are in writing in the record. Added as far as the standalone, the reason it is not a standalone is that the order of the planning board links them together. Stated if the restaurant goes away, then the parking lot cannot just operate on its own and if it did then it would be a zoning violation. Stated the planning board also required them to file a covenant in the official records linking the two together.

Commissioner Carney stated we tried valet in Flagler Beach and it did not work. Asked who is going to monitor that there is a valet company that is working and how will the BOCC know that it's being used for valet or not.

Mr. Moylan stated usually anytime the Bronx House does something that crosses the lines, we hear about it right away.

Commissioner Carney stated she isn't going to dispute that. Asked if we are going to be proactive and require certain things.

Chair Dance stated there have been suggestions of floating conditions but have to go back to the role and tasks that we have. Stated we aren't redebating the issue but clarifying that the planning board went through their appropriate processes and due diligence.

Mr. Moylan stated it is a fair question to determine if it's allowed in the corridor.

Chair Dance stated he is perturbed on a couple of issues. Stated there's a lot of effort put into trying to solve them. Added someone made great points about the root causes and the root causes in the land development code. Stated he asked the question about employees because the original application stated for employees and we have nine to ten at a peak and that's problematic right there in making the original site plan work. Stated his hope is that this is first and foremost employee parking and then secondarily another form of parking to get vehicles off of A1A and the side streets. Stated the problems people have stated about what's being reported to the Sheriff's Office and not having success in getting people cited might just be an education

January 13, 2025
Regular Meeting

campaign with the Sheriff on that zone. Added he finds it offensive and a huge safety issue that the right of way parking is what's abundant.

(Item 9b continued)

Commissioner Hansen stated he met with an area commander and with the Sheriff himself about the issue and they refuse to ticket on A1A until the signs were up. Stated once the signs were up, they issued warnings, but they won't ticket on 17th or Hernandez. Added he thinks we could get that changed by putting no parking signs up and then they will ticket.

Chair Dance asked if it is a no parking zone on the right-of-way of 17th.

Mr. Mengel stated the problem we had before, a short answer is statute allows you to park on the right of way unless it's specified that you cannot. Added the problem we had before is that the cars were parked perpendicular to the right-of-way.

Commissioner Hansen stated that's on a state road, on A1A and that was fixed. Stated FDOT came in and put the signs up, but we still have the problem on 17th.

Mr. Mengel stated they were parked perpendicular and through our conversation with his own commander and the deputies at the time was that parallel parking would be permitted.

Chair Dance asked as we go to the LDC or even through the scenic A1A overlay, can that be a restriction.

Mr. Mengel answered yes, because one of the other parts that you heard mentioned earlier was that we would not allow commercial traffic on an unimproved street in the hammock. Stated that's been our policy for years and needs to in some way be codified.

Chair Dance stated without the delineations in the trees it's hard to, once somebody parks the wrong way, it's hard to maneuver.

January 13, 2025
Regular Meeting

Mr. Mengel agreed.

Commissioner Pennington stated while talking about root causes, she recalled sitting with the planning board, talking about the comprehensive plan and thought there was consensus to take this area and certain areas and work through the issues that we keep bumping up against in the new comp plan.

Chair Dance stated this would be more of a LDC type issue than a comp plan issue.

Commissioner Pennington stated it was also talked about just having a workshop on the hammock specifically to solutions for things that just keep coming up.

Chair Dance stated that's where the scenic comes into play.

(Item 9b continued)

Commissioner Pennington stated she couldn't find an issue with what the planning board reviewed.

Mr. Mengel reviewed the options again.

A motion was made by Commissioner Richardson to deny the appeal. Seconded by Commissioner Pennington.

Chair Dance called the question. Motion carried 3 to 2 with Commissioner Hansen and Commissioner Carney in opposition.

January 13, 2025
Regular Meeting

ITEM 10A - COUNTY ADMINISTRATOR REPORT/COMMENTS

County Administrator Petito reported the following:

- Reminded everyone of the Joint City-County meeting here on February 5th at 5:30. Stated there are four topics for discussion. Asked which two BOCC members are going to represent the BOCC at that meeting.

Chair Dance and Commissioner Hansen volunteered.

County Administrator Petito continued to report on the following:

- Herself along with some of staff will be attending Town of Marineland on Thursday the 16th to discuss and review our joint response to the Florida Communities Trust. Stated she anticipates following that meeting, we'll be sending a letter to them in response to the FCT noncompliance issues at River to Sea.
- 2025 Flagler County Citizens Academy kicks off on Wednesday January 29th at 9 a.m.
- Attended the Northeast Florida Regional Councils 2024 Regional Awards for Excellence and the City of Palm Coast was recognized under the category of planning and growth management for the development of their comprehensive plan. Flagler County was recognized for our own drone program under the category of public safety.

ITEM 10B - COUNTY ATTORNEY REPORT/COMMENTS

County Attorney Hadeed reported the following: None

ITEM 10C - COMMUNITY OUTREACH

None

ITEM 10D - COMMISSION REPORTS/COMMENTS/ACTION

Commissioner Richardson stated sometimes things go the way some people want and sometimes it doesn't, and she is going to always stand behind her belief in what she hears and what she

January 13, 2025
Regular Meeting

knows and what she is instructed to do. Shared appreciation for the fire folks and the Family Life Center. Congratulated Mr. Long as a new member.

Commissioner Pennington stated annexation wasn't addressed tonight. Stated she doesn't understand why a Florida Statute can tell us that we can't create an enclave. Asked if the BOCC wants to push to stop the enclave, to stop the annexation, to have an interlocal agreement so we can build a parameter around it.

Commissioner Hansen stated there are lots of enclaves according to our attorney.

Commissioner Pennington continued and stated she is going into year three with year one problems still.

(Item 10d continued)

Commissioner Carney stated the developer came back and wants a temporary "hold" but that the suggestion in the article is that he will not annex the east side, so it won't make an enclave. Stated the development is hell bent on getting it done. Stated she believes the City of Flagler Beach needs help working through this but if they don't ask for help, how do we give it. Stated if this board did enough research on what is happening on John Anderson, we might be able to write a resolution/letter to the City of Flagler Beach saying that we're not in favor of it and give reasons why. Stated the City of Flagler Beach requests money from the State to build wells for this development, so why isn't it in the development agreement that the developer builds the wells or finds the wells and why would the citizens of Flagler County and Flagler Beach have to pay for the development of wells.

Chair Dance stated Mr. Mengel has put in for both developments a great deal of work. Stated it would be helpful to be able to go through those State findings because we have a lot of concerns that affect the county.

Commissioner Carney stated there was a developer that came to Flagler Beach on Thursday night and got the approval on a small workforce housing for about 25-28 units and the first thing

January 13, 2025
Regular Meeting

out of the developer's mouth was we understand the impact of the new State of Florida Statutes on stormwater and not only are they bad this year they're going to get worse next year.

Commissioner Hansen stated he doesn't understand why we have to buckle on annexation and why we can't tell them to take a hike. Stated if we have enclaves all over the place in the county then why is this one different.

Commissioner Carney stated because of the public outcry. Stated there are enough people objecting to the enclave.

Discussion continued.

Commissioner Pennington asked if we have consensus on anything.

Chair Dance mentioned the workshop and to let the administrator work on that schedule since there are a couple of other burning issues.

Chair Dance echoed previously mentioned thoughts about the planning board process with special exceptions. Stated a lot of the issues we're dealing with is code enforcement.

January 13, 2025
Regular Meeting

ADJOURNMENT

The meeting was adjourned by consensus at approximately 9:35 p.m.

APPROVED AND ADOPTED _____

ATTEST:

FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS

Tom Bexley
Clerk of the Circuit Court & Comptroller

Andrew S. Dance
Chair

UNOFFICIAL

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

SUBJECT: Ratification of Flagler County Emergency Proclamations Extending the State of Local Emergency Due to Severe Coastal Erosion and Vulnerability.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: Flagler County has been under a declared state of local emergency due to Hurricane Matthew since October 4, 2016. During that time, other storms have struck the County exacerbating the damage to the dune system and compounding the exposure of public and private property on the barrier island to future storms and flooding. The County also declared local states of emergency for Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and Hurricanes Ian and Nicole (2022).

Due to the cumulative effect of the storms as well as tidal events, nor'easters, and erosion, Flagler County continues to be in the most precarious position relative to ocean flooding and storms in its history. Although the County has completed a series of emergency protective berm projects since Hurricane Matthew, public and private property on the barrier island remain vulnerable to catastrophic storm damage without further and sustained protective efforts.

As part of addressing the emergency, the Board adopted a long-term beach management plan assisted by an independent coastal engineer, the County's engineering staff and with input from residents and local HOAs. Furthermore, the County sought Congressional authorization to extend the scope of the Army Corps Feasibility Study to the north county beaches, for the benefit of offshore, dredged sand sources, among other reasons. The County is exploring ways to generate revenue for future renourishment and management of the Flagler County's entire 18-mile shoreline.

The County is in the initial stages of extending the renourishment project in Flagler Beach northward from North 7th Street to Beverly Beach, continuing to Varn Park, and staying south of the coquina hardbottom areas where a dredge project would have direct or indirect impacts. Staff currently refers to this project as "Reach 2." Initial work includes permitting and obtaining easements from landowners.

Continuing the state of local emergency will help the County with its ongoing and future efforts and allow the County to take any necessary emergency measures, including expedited procurement and the issuance of emergency administrative orders, as necessary, to restore, protect and maintain the dunes and beaches or any other viable buffer between the community and the Atlantic Ocean.

FUNDING INFORMATION: Funding in accordance with grant agreements with the Army Corps of Engineers, FEMA, FDOT and DEP

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

RECOMMENDATION: Request the Board ratify the Proclamations Extending the State of Local Emergency for Hurricanes Matthew, Ian and Nicole.

ATTACHMENTS:

1. Proclamation Declaring a Local State of Emergency – February 17, 2025
2. Proclamation Declaring a Local State of Emergency – February 24, 2025
3. Proclamation Declaring a Local State of Emergency – March 3, 2025

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

**FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricanes Matthew, Ian and Nicole)**

February 17, 2025

WHEREAS, Flagler County has been under a continuing State of Local Emergency since October 2016 due to Hurricane Matthew and thereafter with Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and with Hurricanes Ian and Nicole (2022), with the state of emergency proclamation being extended in accordance with Florida Chapter 252 and Flagler County Code of Ordinances Section 12-34; and

WHEREAS, these storms have severely damaged the entire dune system of the County, flooding hundreds of homes through dune breaches and over wash, and damaging public infrastructure and other public and private property along the coastline; and

WHEREAS, the damage from these hurricanes has been compounded by intervening Nor'easters and other tidal events, most recently 2024's Hurricane Milton, which further eroded the beach, leaving public and private property at critical risk of further damage; and

WHEREAS, due to the prolonged and continuing vulnerability of the shoreline and the risk of property loss since Hurricane Matthew, the Board of County Commissioners by unanimous vote has ratified each of the Proclamations Extending the State of Local Emergency from October 2016 to and including this date; and

WHEREAS, the prior Proclamations detail the progressive damage to the shoreline of Flagler County since Hurricane Matthew, and the present situation remains precarious; and

WHEREAS, the Board of County Commissioners has authorized repair and recovery efforts based on projects funded and secured through a variety of sources since Hurricane Matthew, and such efforts are likewise detailed in the prior Proclamations; and

WHEREAS, the County Commission has completed a project installing emergency sand in the northern part of the county shoreline using FEMA and FDEP funding to mitigate against any further losses that may occur during upcoming storm seasons; and

WHEREAS, the Army Corps of Engineers has completed the initial installment of the Flagler County Coastal Storm Risk Management Project ("CSRM Project"), a beach renourishment project stretching from the northern boundary of Gamble Rogers State Park to North 7th Street in the City of Flagler Beach, in collaboration with the City, the Army Corps of Engineers, the FDOT, the FDEP, and other stakeholders; and

WHEREAS, the County Commission is identifying funding sources and is working with coastal municipalities, state and federal agencies, and community stakeholders to implement the County's beach management plan, beginning with the portion immediately north of the CSRM Project, but with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

WHEREAS, through the adoption of "customary use" ordinances in accordance with Florida law, Flagler County and its coastal municipalities have guaranteed the right of the general public to access and use the entire 18-mile dry sand beach of the Flagler County coastline, including privately owned portions of the beach; and

WHEREAS, the County Commission has enacted other regulatory ordinances to enhance the safety and enjoyment of visitors to the County's beaches including the prohibition of driving on the beach, the prohibition of the removal of coquina from the beach, the protection of nesting sea turtles, the prohibition on bonfires during sea turtle nesting season, the prohibition of cigarette smoking and non-sanctioned camping in County-owned beach parks, and the permitting of beach horseback riding; and

WHEREAS, the County Commission, pursuant to the ongoing state of local emergency, previously adopted emergency administrative order 2018-03, and recently adopted 2024-01, prohibiting persons from traversing the dunes of Flagler County except in designated access points to protect dune vegetation and prevent erosion; and

WHEREAS, the protection of the public's customary use of the beach and the other regulatory measures of the County to protect the safety and enjoyment of visitors to the beach validates the expenditures of public funds to renourish the beach, including privately owned portions thereof, and assists the County in applying for and securing outside agency funding for beach renourishment; and

WHEREAS, the County Commission is entering into agreements with landowners to access and renourish privately owned portions of the Flagler County's beaches and is evaluating the purchase of certain beachfront lands in the northern portion of Flagler County, all with the goal of mitigating losses from future storm events; and

WHEREAS, there is a necessity for the County to remain under a local state of emergency to facilitate these projects all along the shoreline of the County, including the authority to undertake emergency procurement and other actions to protect public and private property; and

WHEREAS, neighborhoods and businesses along the shoreline are presently exposed to the ocean without adequate protection from natural dune structures; and

WHEREAS, taking stock of the losses sustained by the County to date, using analysis of independent coastal engineers, the County has estimated the aggregate present damage to the Flagler beaches to be \$150 Million; and

WHEREAS, the vulnerability of the beaches is such that even weather events with heightened tides, not even classed as storm events, can take their toll on the beaches,

leading to further scarping and dune berm collapses and resulting damage to public and private property and infrastructure; 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, 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 states of local emergency initially declared on October 4, 2016 (Hurricane Matthew), and expanded on September 26, 2022 (Hurricane Ian) and again on November 8, 2022 (Hurricane Nicole), all extended by emergency proclamations thereafter in accordance with Section 252.38(3), Florida Statutes, and duly ratified by the Board of County Commissioners, are 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 foregoing Proclamations declaring a state of local emergency, and extended every seventh day thereafter, are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 17th day of February 2025.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**


Andrew S. Dance, Chair

CONCURRENCE:


Heidi Petito
County Administrator
Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:


Sean S. Moylan
Deputy County Attorney

**FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricanes Matthew, Ian and Nicole)**

February 24, 2025

WHEREAS, Flagler County has been under a continuing State of Local Emergency since October 2016 due to Hurricane Matthew and thereafter with Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and with Hurricanes Ian and Nicole (2022), with the state of emergency proclamation being extended in accordance with Florida Chapter 252 and Flagler County Code of Ordinances Section 12-34; and

WHEREAS, these storms have severely damaged the entire dune system of the County, flooding hundreds of homes through dune breaches and over wash, and damaging public infrastructure and other public and private property along the coastline; and

WHEREAS, the damage from these hurricanes has been compounded by intervening Nor'easters and other tidal events, most recently 2024's Hurricane Milton, which further eroded the beach, leaving public and private property at critical risk of further damage; and

WHEREAS, due to the prolonged and continuing vulnerability of the shoreline and the risk of property loss since Hurricane Matthew, the Board of County Commissioners by unanimous vote has ratified each of the Proclamations Extending the State of Local Emergency from October 2016 to and including this date; and

WHEREAS, the prior Proclamations detail the progressive damage to the shoreline of Flagler County since Hurricane Matthew, and the present situation remains precarious; and

WHEREAS, the Board of County Commissioners has authorized repair and recovery efforts based on projects funded and secured through a variety of sources since Hurricane Matthew, and such efforts are likewise detailed in the prior Proclamations; and

WHEREAS, the County Commission has completed a project installing emergency sand in the northern part of the county shoreline using FEMA and FDEP funding to mitigate against any further losses that may occur during upcoming storm seasons; and

WHEREAS, the Army Corps of Engineers has completed the initial installment of the Flagler County Coastal Storm Risk Management Project ("CSRM Project"), a beach renourishment project stretching from the northern boundary of Gamble Rogers State Park to North 7th Street in the City of Flagler Beach, in collaboration with the City, the Army Corps of Engineers, the FDOT, the FDEP, and other stakeholders; and

WHEREAS, the County Commission is identifying funding sources and is working with coastal municipalities, state and federal agencies, and community stakeholders to implement the County's beach management plan, beginning with the portion immediately north of the CSRMP Project, but with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

WHEREAS, through the adoption of "customary use" ordinances in accordance with Florida law, Flagler County and its coastal municipalities have guaranteed the right of the general public to access and use the entire 18-mile dry sand beach of the Flagler County coastline, including privately owned portions of the beach; and

WHEREAS, the County Commission has enacted other regulatory ordinances to enhance the safety and enjoyment of visitors to the County's beaches including the prohibition of driving on the beach, the prohibition of the removal of coquina from the beach, the protection of nesting sea turtles, the prohibition on bonfires during sea turtle nesting season, the prohibition of cigarette smoking and non-sanctioned camping in County-owned beach parks, and the permitting of beach horseback riding; and

WHEREAS, the County Commission, pursuant to the ongoing state of local emergency, previously adopted emergency administrative order 2018-03, and recently adopted 2024-01, prohibiting persons from traversing the dunes of Flagler County except in designated access points to protect dune vegetation and prevent erosion; and

WHEREAS, the protection of the public's customary use of the beach and the other regulatory measures of the County to protect the safety and enjoyment of visitors to the beach validates the expenditures of public funds to renourish the beach, including privately owned portions thereof, and assists the County in applying for and securing outside agency funding for beach renourishment; and

WHEREAS, the County Commission is entering into agreements with landowners to access and renourish privately owned portions of the Flagler County's beaches and is evaluating the purchase of certain beachfront lands in the northern portion of Flagler County, all with the goal of mitigating losses from future storm events; and

WHEREAS, there is a necessity for the County to remain under a local state of emergency to facilitate these projects all along the shoreline of the County, including the authority to undertake emergency procurement and other actions to protect public and private property; and

WHEREAS, neighborhoods and businesses along the shoreline are presently exposed to the ocean without adequate protection from natural dune structures; and

WHEREAS, taking stock of the losses sustained by the County to date, using analysis of independent coastal engineers, the County has estimated the aggregate present damage to the Flagler beaches to be \$150 Million; and

WHEREAS, the vulnerability of the beaches is such that even weather events with heightened tides, not even classed as storm events, can take their toll on the beaches,

leading to further scarping and dune berm collapses and resulting damage to public and private property and infrastructure; 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, 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 states of local emergency initially declared on October 4, 2016 (Hurricane Matthew), and expanded on September 26, 2022 (Hurricane Ian) and again on November 8, 2022 (Hurricane Nicole), all extended by emergency proclamations thereafter in accordance with Section 252.38(3), Florida Statutes, and duly ratified by the Board of County Commissioners, are 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 foregoing Proclamations declaring a state of local emergency, and extended every seventh day thereafter, are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 24th day of February 2025.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**



Andrew S. Dance, Chair

CONCURRENCE:



Heidi Petito
County Administrator

Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:



Sean S. Moylan
Deputy County Attorney

**FLAGLER COUNTY, FLORIDA
PROCLAMATION EXTENDING
STATE OF LOCAL EMERGENCY
(Hurricanes Matthew, Ian and Nicole)**

March 3, 2025

WHEREAS, Flagler County has been under a continuing State of Local Emergency since October 2016 due to Hurricane Matthew and thereafter with Hurricane Irma (2017), Hurricane Dorian (2019), Hurricane Isaias (2020), and with Hurricanes Ian and Nicole (2022), with the state of emergency proclamation being extended in accordance with Florida Chapter 252 and Flagler County Code of Ordinances Section 12-34; and

WHEREAS, these storms have severely damaged the entire dune system of the County, flooding hundreds of homes through dune breaches and over wash, and damaging public infrastructure and other public and private property along the coastline; and

WHEREAS, the damage from these hurricanes has been compounded by intervening Nor'easters and other tidal events, most recently 2024's Hurricane Milton, which further eroded the beach, leaving public and private property at critical risk of further damage; and

WHEREAS, due to the prolonged and continuing vulnerability of the shoreline and the risk of property loss since Hurricane Matthew, the Board of County Commissioners by unanimous vote has ratified each of the Proclamations Extending the State of Local Emergency from October 2016 to and including this date; and

WHEREAS, the prior Proclamations detail the progressive damage to the shoreline of Flagler County since Hurricane Matthew, and the present situation remains precarious; and

WHEREAS, the Board of County Commissioners has authorized repair and recovery efforts based on projects funded and secured through a variety of sources since Hurricane Matthew, and such efforts are likewise detailed in the prior Proclamations; and

WHEREAS, the County Commission has completed a project installing emergency sand in the northern part of the county shoreline using FEMA and FDEP funding to mitigate against any further losses that may occur during upcoming storm seasons; and

WHEREAS, the Army Corps of Engineers has completed the initial installment of the Flagler County Coastal Storm Risk Management Project ("CSRMP Project"), a beach renourishment project stretching from the northern boundary of Gamble Rogers State Park to North 7th Street in the City of Flagler Beach, in collaboration with the City, the Army Corps of Engineers, the FDOT, the FDEP, and other stakeholders; and

WHEREAS, the County Commission is identifying funding sources and is working with coastal municipalities, state and federal agencies, and community stakeholders to implement the County's beach management plan, beginning with the portion immediately north of the CSRM Project, but with the goal of eventually renourishing the entire 18-mile coastline of Flagler County; and

WHEREAS, through the adoption of "customary use" ordinances in accordance with Florida law, Flagler County and its coastal municipalities have guaranteed the right of the general public to access and use the entire 18-mile dry sand beach of the Flagler County coastline, including privately owned portions of the beach; and

WHEREAS, the County Commission has enacted other regulatory ordinances to enhance the safety and enjoyment of visitors to the County's beaches including the prohibition of driving on the beach, the prohibition of the removal of coquina from the beach, the protection of nesting sea turtles, the prohibition on bonfires during sea turtle nesting season, the prohibition of cigarette smoking and non-sanctioned camping in County-owned beach parks, and the permitting of beach horseback riding; and

WHEREAS, the County Commission, pursuant to the ongoing state of local emergency, previously adopted emergency administrative order 2018-03, and recently adopted 2024-01, prohibiting persons from traversing the dunes of Flagler County except in designated access points to protect dune vegetation and prevent erosion; and

WHEREAS, the protection of the public's customary use of the beach and the other regulatory measures of the County to protect the safety and enjoyment of visitors to the beach validates the expenditures of public funds to renourish the beach, including privately owned portions thereof, and assists the County in applying for and securing outside agency funding for beach renourishment; and

WHEREAS, the County Commission is entering into agreements with landowners to access and renourish privately owned portions of the Flagler County's beaches and is evaluating the purchase of certain beachfront lands in the northern portion of Flagler County, all with the goal of mitigating losses from future storm events; and

WHEREAS, there is a necessity for the County to remain under a local state of emergency to facilitate these projects all along the shoreline of the County, including the authority to undertake emergency procurement and other actions to protect public and private property; and

WHEREAS, neighborhoods and businesses along the shoreline are presently exposed to the ocean without adequate protection from natural dune structures; and

WHEREAS, taking stock of the losses sustained by the County to date, using analysis of independent coastal engineers, the County has estimated the aggregate present damage to the Flagler beaches to be \$150 Million; and

WHEREAS, the vulnerability of the beaches is such that even weather events with heightened tides, not even classed as storm events, can take their toll on the beaches,

leading to further scarping and dune berm collapses and resulting damage to public and private property and infrastructure; 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, all with the goal of mitigating future losses.

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2. All emergency powers authorized by the foregoing Proclamations declaring a state of local emergency, and extended every seventh day thereafter, are hereby retained and continued for the duration of this Proclamation.

DONE AND ORDERED in Flagler County, Florida, this 3rd day of March 2025.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**



Andrew S. Dance, Chair

CONCURRENCE:



Heidi Petito
County Administrator

Jonathan Lord
Emergency Management Director

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2025.02.18 13:53:18 -05'00'

Sean S. Moylan
Deputy County Attorney

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

SUBJECT: Library Board of Trustees Advisory Board Member Appointments.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: The Commission has received applications from Mr. Donald O'Brien Jr and Mr. Bernard Barczak. Both are Flagler County residents and registered voters.

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

Membership: Consists of 7 members appointed by the Board.

Appointment Terms: Three-year terms.

Meeting Information: Meets Monthly the 2nd Monday @ 4:30 p.m. at the Flagler County Library, 2500 Palm Coast Parkway NW, Palm Coast, FL

Staff Liaison: Holly Albanese, Library Director (386) 446-6763

Appointment - Expiration Member

03/21/2022 – 03/21/2025 Mr. Bernard Barczak (*Appt 03/01/2019*)

09/07/2022 – 09/07/2025 Mr. James Ulsamer (*Appt 07/09/2007*)

03/20/2023 – 03/20/2026 Ms. Nancy Bettencourt

07/10/2023 – 07/10/2026 Sharon B. Atack (*Appt 06/07/1993*)

09/06/2023 – 09/06/2026 Ms. Jeanne Nix (*Appt 09/06/2020*)

03/04/2024 – 03/04/2027 Ms. Jan Cullinane (*Appt 03/02/2009*)

Vacancy

12/02/2025 BOCC Appt. Commissioner Leann Pennington (*Designee*)

12/02/2025 BOCC Appt. Commissioner Kim Carney (*Alternate*)

Vacancies are advertised on the County's website, www.FlaglerCounty.gov. If additional applications are received, they will be presented to the Board prior to the meeting.

FUNDING INFORMATION: N/A

DEPARTMENT CONTACT: Holly Albanese, Assistant County Administrator/Library Director
(386) 446-6763

RECOMMENDATION: Request the Board approve reappointment of Mr. Bernard Barczak and appointment of Mr. Donald O'Brien Jr to the Library Board of Trustees Advisory Board for a three-year term.

ATTACHMENTS:

1. Application – Mr. Donald O'Brien Jr.
2. Application – Mr. Bernard Barczak



Flagler County Board of County Commissioners Volunteer Advisory Board and Committee General Application

New Application Reappointment Request

Name: Donald O'Brien Date: 1-29-2025

Mailing Address: 13 Eric Drive, Palm Coast, FL 32164

Physical Address (if different): _____

County of Residence: Flagler Are you a registered voter? Yes

Email: dobjr59@gmail.com Years in Flagler: 35

Phone: 386-503-4010 Office Home Cell

Phone: _____ Office Home Cell

Advisory Board/Committee Applying for: Library Board of Trustees

What aspect of this Board/Committee interests you?

Libraries are more than books and media. They are places for access to technology, adult and child education programs, literacy support, and other essential services. I am interested in advocating for and supporting the growth of the Flagler County Public Library system.

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

Flagler County Commissioner 2016 - 2024. County Commission representative to the Library Board of Trustees.

Supporter of the Friends of the Library.

What contributions do you feel you could make to this Board/Committee should you be selected?

Prior service on the board. Understanding of county government. Relationships with the Flagler County business community.

Have you ever served on a Flagler County appointed Board/Committee?

No Yes, if so, please identify those on which you have served:

Advisory Board / Committee	Dates Served
<u>Various as County Commission Representative</u>	_____
_____	_____
_____	_____

Education: MBA - St. John's University / MPA - American University
Business (name & type): Hayward Brown Flagler Inc. - Insurance Agency
Business Address: 3200 E. Moody Blvd., Bunnell, FL 32110
Business Phone: 386-437-7767 Position: CFO & Insurance Agent

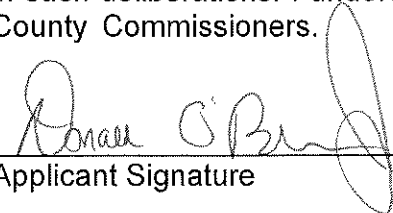
Applicable Professional Organization Memberships:

Flagler/Palm Coast Homebuilders Assoc. - Board Member & Treasurer
Advent Health Palm Coast Foundation - Board Member
Early Learning Coalition of Flagler/Volusia - Board Member

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.



Applicant Signature

1-29-2025

Date

Email Application To: LDance@FlaglerCounty.gov

**Please note a hard copy is not required.*

Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

Additional Questions: (386) 313-4001



**Flagler County Board of County Commissioners
Volunteer Advisory Board and Committee
General Application**

New Application Reappointment Request

Name: BERNARD BARCZAK Date: FEB 4, 2025

Mailing Address: 45 SILVER GLEN DRIVE, PALM COAST, FL 32137

Physical Address (if different): _____

County of Residence: FLAGLER Are you a registered voter? YES

Email: BBARCZAK9@OUTLOOK.COM Years in Flagler: 20

Phone: 386-503-9723 Office Home Cell

Phone: _____ Office Home Cell

Advisory Board/Committee Applying for: FLAGLER COUNTY LIBRARY

What aspect of this Board/Committee interests you?

Review of, and input to, library policies.
Opening of new library in October 2025.

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

I have been a member of the Advisory Board since 2019 having a good understanding of Library past practices and the planning for the new library opening.

What contributions do you feel you could make to this Board/Committee should you be selected?

Continued input for maintaining and improving service to library members.

Have you ever served on a Flagler County appointed Board/Committee?

No Yes, if so, please identify those on which you have served:

Advisory Board / Committee
<u>Flagler Library</u>

Dates Served
<u>February 2019 to present</u>

Education: B.S. Degree Accounting Loyola University (Baltimore)

Business (name & type): _____

Business Address: _____

Business Phone: _____ Position: _____

Applicable Professional Organization Memberships:
Retired CPA and business owner.

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.



Applicant Signature

February 4, 2025

Date

Email Application To: LDance@FlaglerCounty.gov

**Please note a hard copy is not required.*

Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

Additional Questions: (386) 313-4001

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

SUBJECT: Consideration of a Ground Lease Agreement between Flagler County and Van Damme Helicopters, Inc. for a Parcel of Land Located on the Flagler Executive Airport.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: The owner of Van Damme Helicopters, Inc. desires to lease a parcel of land at the Flagler Executive Airport to construct a facility consisting of a 150 X 100 metal aircraft hangar, associated apron, office space, taxi lane, driveway, parking lot, and site improvements. The facility will be utilized for operations associated with aircraft maintenance, repair and overhaul, storage of aircraft sale and parts, and related services. This facility is anticipated to cost between \$1.5 million to \$2 million dollars, which will be solely at the expense of Van Damme Helicopters, Inc. The Ground Lease Agreement for the Board's consideration is for a term of thirty (30) years with a monthly lease payment on the land in the amount of \$1,089.00 per acre or a portion thereof. The length of the Ground Lease may be extended for an additional 10 years, depending on the final costs of the facility. The Ground Lease terms are 30 years with an investment of \$1,000,000, and for every additional \$100,000 spent over \$1,000,000 the Tenant gets an additional one year (\$1,500,000 equates to a 35-year lease), not to exceed 50 years, which is mandated by the FAA. The monthly land lease rate will be adjusted annually in October at a rate of 3%. The Lessee has 24 months to complete the design and construction of the hangar facility from the date of execution of the Ground Lease Agreement. The monthly lease payment will be held in abeyance until a Certificate of Occupancy is received from the Flagler County Building Department.

Execution and recording of the lease will be conditioned upon receipt of a conceptual site plan acceptable to the County Administrator. Van Damme Helicopters, Inc is a company that provides specialized maintenance to commercial and military UH-60 Black Hawk operators across the globe. They are an FAA Certified Repair Station, which enables them to perform the functions necessary to inspect, repair, replace, or overhaul all UH-60 Black Hawk spare parts. They are also a AS9100D certified organization which is an internationally recognized quality management standard for the aerospace industry. They are currently located in Pompano Beach, Florida and are excited to relocate their company to the Flagler Executive Airport.

STATEGIC PLAN:

Focus Area: Economic Vitality,

- Goal 2: Diversify the Tax Base to Improve the Local Economy
- Objective: EV 2.4: Expand facilities and attract aviation related businesses to the Flagler Executive Airport.

FUNDING INFORMATION: The monthly lease payment will be accounted for during the FY 2026-2027 budget process.

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

RECOMMENDATIONS: Request the Board approve the Ground Lease Agreement between Flagler County and Van Damme Helicopters, Inc for a parcel of land located at the Flagler Executive Airport.

ATTACHMENTS:

1. Proposed Ground Lease Agreement with associated exhibits.

Prepared By:
Sean S. Moylan
Deputy County Attorney
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

**FLAGLER COUNTY
GROUND LEASE**

FLAGLER COUNTY, a political subdivision of the State of Florida, (the “County”), by its execution hereof, hereby authorizes **VAN DAMME HELICOPTERS, INC.**, (the “Tenant”), a Florida Profit Corporation, 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: **Van Damme Helicopters, Inc.**
Address: **1700 NW 15th Avenue
Suite 335
Pompano Beach, FL 33069**

Contact: **Oscar Belalcazar**
Telephone: **407-960-8064** Fax: **N/A**
E-mail **sales@vdhelicopter.com**

Tenant Financial Billing Contact(s):

Name: **Alexandra Strull**
Address: **1700 NW 15th Avenue
Suite 335
Pompano Beach, FL 33069**

Telephone: **407-386-7577** Fax: **N/A**
E-mail **Mfr@vdhelicopter.com**

2. Description of Leased Land. The County hereby leases to Tenant, that certain vacant real property more specifically depicted and described on Exhibit “A” attached hereto and incorporated herein (hereinafter the “Leased Land”). The initial Exhibit A contains a conceptual graphic depiction of the Leased Land, which shall be replaced, and this Ground Lease rerecorded, upon completion of the as-built survey of the Leased Lands as required by Section 9.E(10) hereof. Tenant warrants and represents to County that it has examined the title and boundaries of the Leased Land and acknowledges that this Ground Lease is subject to any and all conditions, restrictions, encumbrances and limitations now recorded against the Leased Land, including but not limited to, a Drainage Easement recorded at Official Records Book 836, Page 368, Public Records of Flagler County, and Tenant’s satisfactory performance of all terms and conditions of this Ground Lease.

3. Use of Leased Land.

A. The general purpose of this Ground Lease is for Tenant to construct and to operate a facility for operations associated with aircraft maintenance, repair and overhaul, storage of aircraft, sale of aircraft and parts, and related services. Said use is hereby deemed consistent with the Flagler Executive Airport Master Plan (the “Airport Master Plan”) and all local rules, regulations, and ordinances. To effectuate this use, the Tenant is required to construct those Improvements as further specified in Section 9 hereof on the Leased Land, which will have airside access. (Collectively, the Leased Land and the Improvements, as defined in Section 9.A. below, are hereinafter referred to as the “Premises”). Operations on the Premises shall comply with all Federal Aviation Administration (FAA), Florida Department of Transportation, Airport Master Plan, State and local rules, regulations and ordinances. The Tenant may also use the Premises for any other legal and lawful aviation related purpose that is approved, in writing, by the County’s 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 Premises are used, developed, operated and maintained is important to the County by reason of its interest in having a premier airport facility for use by County’s residents and visitors to the County. Notwithstanding anything else herein to the contrary, the Tenant understands and agrees that during times of emergency, the County’s Airport Director or designee is empowered to take action within his or her discretion that is necessary or desirable to protect the health, welfare, and safety of persons and property. During such an emergency, the County’s Airport Director may suspend normal rules, regulations, and protocols, or any part thereof, at his or her discretion and issue oral orders, rules, or protocols. Tenant’s use of the Premises shall be subject to, and in conformance with, such emergency directives, and such directives shall not be considered a breach of the County’s obligations under this Agreement. The Tenant therefore agrees to develop, operate and maintain the Premises consistent with the standards agreed upon herein.

C. The Tenant shall not convert the use of the Premises, or any portion thereof, to any time-sharing, time interval or cooperative form of ownership, or to subject the Premises to any condominium regime. Furthermore, in no event shall the Premises be used

for any purpose which would constitute a public or private nuisance or waste, including but not limited to, outside storage, salvage or junk, paint shop, automotive repair shop, fuel facilities, or any use not specifically permitted in this Ground Lease. The County shall have the right to terminate this Ground Lease in accordance with the procedures set forth in Paragraph 12(J), should Tenant utilize the Premises in any manner inconsistent with the approved uses set forth herein.

D. Notwithstanding anything herein to the contrary, all activities conducted upon the Premises shall be under the exclusive control, management and direction of the Tenant. County will have no involvement or role in Tenant's business or operations in any manner or way and shall only occupy the status of a landlord.

4. Rent.

A. **Rent Payments.** The Tenant agrees to pay the County monthly Rent, plus sales tax. Rent payments shall be paid in advance of the first day of each calendar month following the issuance of a Certificate of Occupancy for the building constructed pursuant to Section 9. The amount of the Rent payment shall be determined at the time the survey of the Premises is completed, and made part of Exhibit "A" and shall be calculated at the rate of \$1,089.00 per month/per acre or a portion thereof. (For example, the Rent payment for 1.43 acres shall be \$1,557.27 or \$1,089.00 x 1.43 acres).

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 continue 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.** The Base Rent amounts payable herein shall be adjusted annually for the succeeding years of this Agreement, which adjustment shall be effective as of October 1st of each succeeding year, beginning with October 1, 2025. The adjustment applied for any increases shall be 3%. 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.

5. Effective Date/Term.

A. The Ground Lease shall become effective on the date of signature of the last party to sign this Ground Lease ("Effective Date").

B. The Term of this Ground Lease will commence on the Effective Date and shall remain in full force and effect for a period of **thirty (30) years** 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 Ground Lease. The amounts of such required coverages are:

Commercial General Liability (CGL)	\$1,000,000 combined single limits, per occurrence based, including fire legal liability of \$1,000,000, and property casualty insurance
Worker Compensation	As required by the laws of Florida

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 Six Thousand Five Hundred Dollars (\$6,500.00) 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. Condition of Leased Land. The Tenant has inspected the Leased Land and represents it is suitable for Tenant's proposed use, and Tenant acknowledges that County has made no representations or warranties relating to the suitability of the Leased Land for any particular use.

9. Tenant's Obligation to Construct Improvements.

A. The Tenant shall design, permit and construct in compliance with all governmental regulations, at its sole cost and expense, the following improvements: a metal 120 X 100 hangar, 120 X 100 apron, office space, associated taxilane, associated driveway and parking lot, and site improvements (the "Improvements") on the Leased Land. The Improvements shall include, but not be limited to, the construction of any and all utilities required by the Tenant for the Tenant's use of the Premises and the construction or installation of any access, parking, stormwater drainage, retention and detention system improvements.

B. The design for the Improvements is subject to the approval of the County Administrator which shall not be unreasonably withheld provided the plans and specifications are consistent with this Ground Lease. Upon written approval of the design, the plans and specifications for the Improvements to be constructed are subject to site plan and permitting approval by the County. The Tenant agrees: (i) to submit initial engineering

site plans for its planned Improvements to the County's Airport Director and Planning Director within six (6) months of the Effective Date; (ii) to commence construction within six (6) months of the date of approval of the site plans by County; and (iii) to complete construction and obtain a Certificate of Occupancy for all Improvements within twelve (12) months, of the date of approval of the plans by the County, subject to the County's compliance with its obligations pursuant to Paragraph 9(C). It is expressly agreed that should the design plans not be submitted, or the construction not be commenced and/or completed within the time periods identified herein, this Ground Lease may be terminated by the County. 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 Improvements shall be consistent with the County's Comprehensive Plan, Airport Master Plan, Building Codes, and 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 on discretion conferred by applicable legal requirements. Such plans, to include a FAA "Airspace Study Checklist" (On-Airport Construction), shall also be completed and submitted to the FAA for approval to the extent required by Federal and State law. All construction shall be performed in a workmanlike manner and shall meet all applicable federal, state and local laws, ordinances, codes and regulations.

C. Prior to the County's issuance of a building permit for the Improvements, the Tenant must provide to the County a form of security for the Tenant's obligation to complete construction of the Improvements. Acceptable forms of security include, but are not limited to, a performance bond, personal guarantees by principals of the Tenant, or a letter of credit in the amount of the estimated improvement costs. The form of security must include a guaranteed source of funds to be available to the Tenant to complete construction of any unfinished Improvements. The security must be satisfactory to the County, in its sole discretion

D. Utility and Service Charges. The Tenant, at its sole cost and expense, shall cause to be constructed all necessary utilities, communications and other services that are needed by the Tenant for Tenant's use of the Premises. The Tenant shall promptly pay all installation and monthly service charges for all utility, communication and other services furnished to, or consumed within, the Premises, including, but not limited to, electricity, cable, water, sewer, heat, telephone, janitorial, grounds maintenance, 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 required tap-in, connection and/or user fees.

E. During construction, the Tenant shall:

(1) Perform and complete the work (which includes the labor and materials required to complete construction of the Improvements on the Leased Land, in a good and workmanlike manner, in accordance with the plans and specifications and all applicable governmental regulations); and

(2) Select the means and methods of construction, using only adequate and safe procedures, methods and equipment; and

(3) Furnish, erect, maintain and remove any construction equipment and temporary structures that may be required to perform the work, be responsible for the safety, efficiency and adequacy of the construction equipment and methods used, and be responsible for any damage which may result from any failure of the construction equipment or any failure in the method of construction; and

(4) Provide all architectural and engineering services, scaffolding, hoists, temporary structures, light, heat, power, temporary utility connections, equipment, tools, and materials and whatever else may be required for the proper performance of the work; and

(5) Order and have delivered all materials required for the work and be responsible for properly securing, protecting and insuring the materials and making certain they remain in good condition; and

(6) Maintain the Premises in a clean and orderly condition at all times commensurate with the nature of the Airport, and promptly remove all paper, cartons and other debris from the Premises; and

(7) Protect all work prior to its completion and acceptance; and

(8) Preserve all property adjacent to and leading to the Leased Land, and restore and repair any such property damaged as a result of the construction of the Improvements; and

(9) Implement and maintain in place at all times a comprehensive hurricane plan for the Premises and the work, and provide a copy of same to the County's Airport Director; and

(10) Upon completion, deliver to the County's Airport Director an "as built" survey and "as built" plans and specifications for the Improvements; and

(11) Upon completion, deliver to the County's Airport Director a copy of the final Certificate of Occupancy for the completed Improvements; and

(12) Carry on any construction, maintenance or repair activity with diligence and dispatch and use diligent effort to complete the work in the shortest commercially reasonable time under the circumstances; and

(13) At all times enforce discipline and good order among Tenant's employees and the general contractor at the Leased Land work site.

F. **Changes to the Improvements.** After the Improvements have been completed, the Tenant will not make any material alterations or additions (“Changes”) to the Improvements without the written consent of the County’s Airport Director, which will not be unreasonably withheld. Any permitted Changes will be made in a good and workmanlike manner, in accordance with approved plans, if required, and in accordance with all governmental regulations. The Tenant’s obligations during construction for the Improvements shall apply during construction of any Changes to the Improvements. Any such approved changes shall be deemed to be part of the Improvements contemplated by this Section.

G. **Construction Agreements.** 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 on the Leased Land for the Tenant, nor shall they be liable for any of the financial consideration or other obligations under such agreements.

10. Ownership of Improvements. During the Term of this Ground Lease, all Improvements, furnishings, inventory, machinery, and equipment constructed or installed on the Leased Property by the Tenant shall be the property of the Tenant, and the Tenant shall have legal title thereto. Upon the expiration, or termination, of this Ground Lease, title to all permanent Improvements constructed on the Premises and any fixtures therein, except trade fixtures removed in accordance with Paragraphs 12(C) and 12(K)(3) of this Ground Lease, 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 Premises, 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 Chapter 713, Florida Statutes, or any successor law against the County on any portion of the Premises, or in the event any other type of lien is filed against the County on any portion of the Premises, 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 County’s written notice.

12. General Terms and Conditions.

A. **Repairs and Maintenance Generally.** The Tenant, at its own cost and expense, shall keep the Premises, together with such equipment, fixtures, furnishings, mechanical systems, and other property installed thereon and therein, 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 Premises during the Term of this Ground Lease.

The Tenant shall use all reasonable precaution to prevent waste, damage or injury to the Premises. Should the Tenant fail to keep and maintain the Premises in good condition and repair or shall fail to use all reasonable precaution to prevent waste, damage or injury to the Premises, 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 Premises, 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 Premises 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 Premises, 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 Premises and the improvements, fixtures, equipment and mechanical systems located therein, and the Term of this Ground Lease 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 Premises 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 Premises. 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 Rent 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 Premises 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 Premises for use in connection with its operations hereunder. The Tenant shall, however, be responsible for the cost of repairing any damage to the Premises or any other improvements which are caused by the removal of any such trade fixtures and personal property.

D. County's Right to Enter. The County and its designated agents shall have the right to enter the Premises 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 Premises is occurring or imminent, the County may enter any portion of the Premises 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 along

with all laws, rules and regulations of the County, State, or Federal Government, and have the right of ingress and egress to and from the Premises, 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 Premises, 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 Premises or at the Airport. If the Term of this Ground Lease 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 Ground Lease 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 Ground Lease was in effect during such tax year by the total number of days of the applicable tax year. If this Ground Lease 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 Ground Lease 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 Ground Lease. 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 it 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 Premises, 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 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 County by Tenant and shall be treated under the same provisions as are applicable to delinquent Rent payments.

H. Indemnification. The Tenant agrees to indemnify, defend and hold harmless the County, and the members (including, without limitation, members of the County's 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 Tenant to keep, observe or perform any of the covenants or agreements in this Ground Lease 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 Ground Lease with respect to any acts or omissions occurring during the Term of this Ground Lease.

I. Assignment and Subletting. This Ground Lease is personal to the Tenant. Accordingly, the Tenant may not assign this Ground Lease or sublet any portion of the Improvements constructed on the Leased Land by Tenant 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 its inception, and shall be grounds for the immediate termination of this Ground Lease.

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 the Premises, or discontinuation of the Tenant's operations.
- c. Tenant's material misrepresentation of any matter related to this Ground Lease.
- 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 Ground Lease to be taken under any writ of execution and/or other process of law or equity.

h. Tenant's failure to utilize the Premises as required in this Ground Lease.

i. Any lien is filed against the Leased Land, or County's interest therein or any part thereof in violation of this Ground Lease, 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 Ground Lease, which failure is not cured within thirty (30) calendar 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 Ground Lease 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 constitute a material breach and default by Tenant, and this Ground Lease 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 Section 6.

l. An attempt is made by the Tenant to mortgage the leasehold estate created herein, or to assign or sublet this Ground Lease 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 Premises. 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 Ground Lease 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 Ground Lease.

K. Surrender at End of Term/Termination.

(1) At the end of the Term or upon the earlier termination of this Ground Lease, the Tenant agrees to surrender and yield possession of the Premises, 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) If otherwise in compliance with this Agreement, 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 Ground Lease if the removal can be done in a manner that does not injure or damage the Premises. 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 Ground Lease 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. For purposes of this section, the phrase "trade fixtures" is defined as any article of personal property annexed or affixed to the Premises by the Tenant as a necessary part of the Tenant's trade or business, and other lawfully present personal property on the Premises.

(4) If the Ground Lease is terminated after the Effective Date, but prior to the completion of new or pending construction, the Tenant agrees that, to the extent assignable, the County is entitled to use the plans, specifications, designs, governmental approvals, permits and other work product produced by or for the Tenant or others for use in the development, construction and operation of the Improvements. The County is entitled to use these documents without payment or further permission from either the Tenant or the professionals that created or prepared them.

(5) 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 Premises after any termination of this Ground Lease

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 Section 4 hereof, and acceptance by the County of any sums after any such termination shall not constitute a renewal of this Ground Lease 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 Ground Lease.

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 Ground Lease 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 Ground Lease shall be in writing and shall be sent by certified mail, return receipt requested. Any notice shall be deemed received when signed for or five business days after being transmitted, whichever is sooner.

If to Tenant, addressed to:

**Van Damme Helicopters, Inc.
1700 NW 15th Avenue
Suite 335
Pompano Beach, FL 330369**

If to County, addressed to:

**Airport Director, Flagler County 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 Ground Lease, 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 Rent.

P. Security Deposit. The Tenant shall pay the security deposit as required under Section 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 Premises 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 Ground Lease. 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 Ground Lease. The County will not pay interest on any security deposit.

Should the design plans not be submitted, or the construction not be commenced and/or completed within the time periods identified Paragraph 9(B), the security deposit shall be forfeited to the County.

Q. Brokerage Commissions. The County agrees that the only Florida licensed real estate brokers involved in this transaction are Rob Czukur and Carolina Skolnick of Galleria International Realty of Fort Lauderdale. The County agrees to pay the brokers \$7,870.80, which is one third (1/3) of their total professional fee. The County will pay \$3,920.40 of this professional fee obligation upon the full execution of this Ground Lease and the Tenant's payment of the security deposit required in Section 7 hereof. The County will pay the remaining balance of its professional fee obligation upon the issuance of a Certificate of Occupancy by Flagler County Building Department for the Improvements described in Section 9 hereof. Any obligation owed to the brokers over and above the amounts described in this subsection shall be the responsibility of the Tenant, and the Tenant shall hold the County harmless from same.

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 Premises, and to

run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Premises 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 Ground Lease 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 FAA or its successors shall require any modifications to this Ground Lease 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 Premises or the Airport under the provisions of this Ground Lease; (b) that in the construction of any improvements on, over or under the Premises 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 Premises 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 Premises 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 Ground Lease.

(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 Tenant shall have the right to terminate this Ground Lease and to re-enter and repossess the Premises, and hold the same as if this Ground Lease 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 Ground Lease. 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 Ground Lease) 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 Ground Lease.

T. Federal Aviation Administration (FAA) Requirements.

(1) The Tenant shall comply with all applicable regulations of the FAA relating to Airport security and shall control the Premises 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 Premises, 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 Premises in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) The Tenant agrees to require any lights in the Premises 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 Premises 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 except as otherwise provided herein.

(2) **Tenant's Agreement.** The Tenant agrees that use of Hazardous Materials by its officers, agents, employees, contractors, subcontractors, subTenants, licensees or invitees on the Airport property shall be done in strict compliance with all applicable laws and regulations and subject to the following terms and conditions:

i. Use of Expendable Materials. The Tenant will be allowed to use expendable materials necessary for the maintenance and repair of the UH-60 helicopter. In each case the Tenant will follow established procedures in the maintenance manuals and overhaul manuals applicable to the UH-60 model helicopter.

ii. Compliance with Technical Manuals. Expendable materials shall be used in accordance with the specifications and guidelines detailed in the UH-60 Helicopter Maintenance Manuals and the UH-60 Overhaul Manuals. The Tenant agrees to follow all technical and safety recommendations provided in said manuals to ensure the integrity of and safe operation of the aircraft.

iii. Provision and Authorization of Materials. The Tenant will be responsible for the acquisition of expendable materials in accordance with the specifications of the aforementioned manuals, ensuring that all materials used are of quality, certified and compatible with the technical requirements of the UH-60 Helicopter.

iv. Responsibility and Supervision. The Tenant will assume full responsibility for the correct use of expendable materials in the maintenance process. Any deviation or misuse of materials will be managed in accordance with the Quality Control procedures stipulated in the technical manuals.

v. Remediation. The County shall require the Tenant, at the Tenant's expense to be responsible for fully investigating, cleaning up, and remediating any spill, release, or discharge of Hazardous Materials caused by the Tenant or their agents, employees, representatives, licensees, contractors, or invitees.

(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 Ground Lease as a result of or arising from (i) a breach by the Tenant of its obligations contained in Subparagraph (U)(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 section and paragraph headings contained in this Ground Lease 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 Premises, the rights granted under this Ground Lease are non-exclusive.

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

(4) Time is of the essence to this Ground Lease.

(5) This Ground Lease 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 Ground Lease, 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 Ground Lease, shall be had against any member (including, without limitation, members of the County's 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 Ground Lease 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 Ground Lease 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 Ground Lease.

(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 Ground Lease 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 Ground Lease may be altered or amended only by written instrument specifically referring to this Ground Lease and executed by both parties hereto with the same formalities as the execution of this Ground Lease.

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

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 Ground Lease shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida. In the event of a dispute arising out of this Agreement is litigated, the parties expressly agree to a bench trial and waive the right to trial by jury.

(11) Nothing in this Ground Lease 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 Ground Lease after a default of any provision herein shall not be deemed a waiver of any right to cancel this Ground Lease 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 Ground Lease shall be recorded by the County in the Official Records of Flagler County, Florida, within fourteen (14) days after the Effective Date. This Ground Lease shall be rerecorded after the survey required by Section 9.E(10) is completed and made a part of Exhibit A.

(14) Relationship of the Parties. Nothing in this Ground Lease 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 Premises immediately upon the Effective Date of this Ground Lease and shall be entitled to full use of said Premises subject to the terms hereof.

[Signature pages to follow.]

IN WITNESS WHEREOF, the County and Tenant have executed this Ground Lease by their duly authorized representatives on the dates indicated below.

APPROVED by Flagler County this 3rd day of March 2025.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Andrew S. Dance, Chair

Date Signed: _____

1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

ATTEST:

APPROVED AS TO FORM:

Tom Bexley, Clerk of the
Circuit Court and Comptroller

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2025.02.12 17:19:03 -05'00'

Sean S. Moylan,
Deputy County Attorney

[SIGNATURE PAGE TO FOLLOW]

VAN DAMME HELICOPTERS, INC.

Witness 1:

Signature

Print Name

Address:

By: _____
Signature

Print Name, Title

Date: _____

Witness 2:

Signature

Print Name

Address:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by _____, as _____ of Van Damme Helicopters, Inc. who swore or affirmed that he/she is authorized to enter into this Ground Lease and to bind the VAN DAMME HELICOPTERS, INC. Such person(s) (Notary Public must check applicable box):

- is/are personally known to me.
- produced valid government identification.

(SEAL)

Notary Public

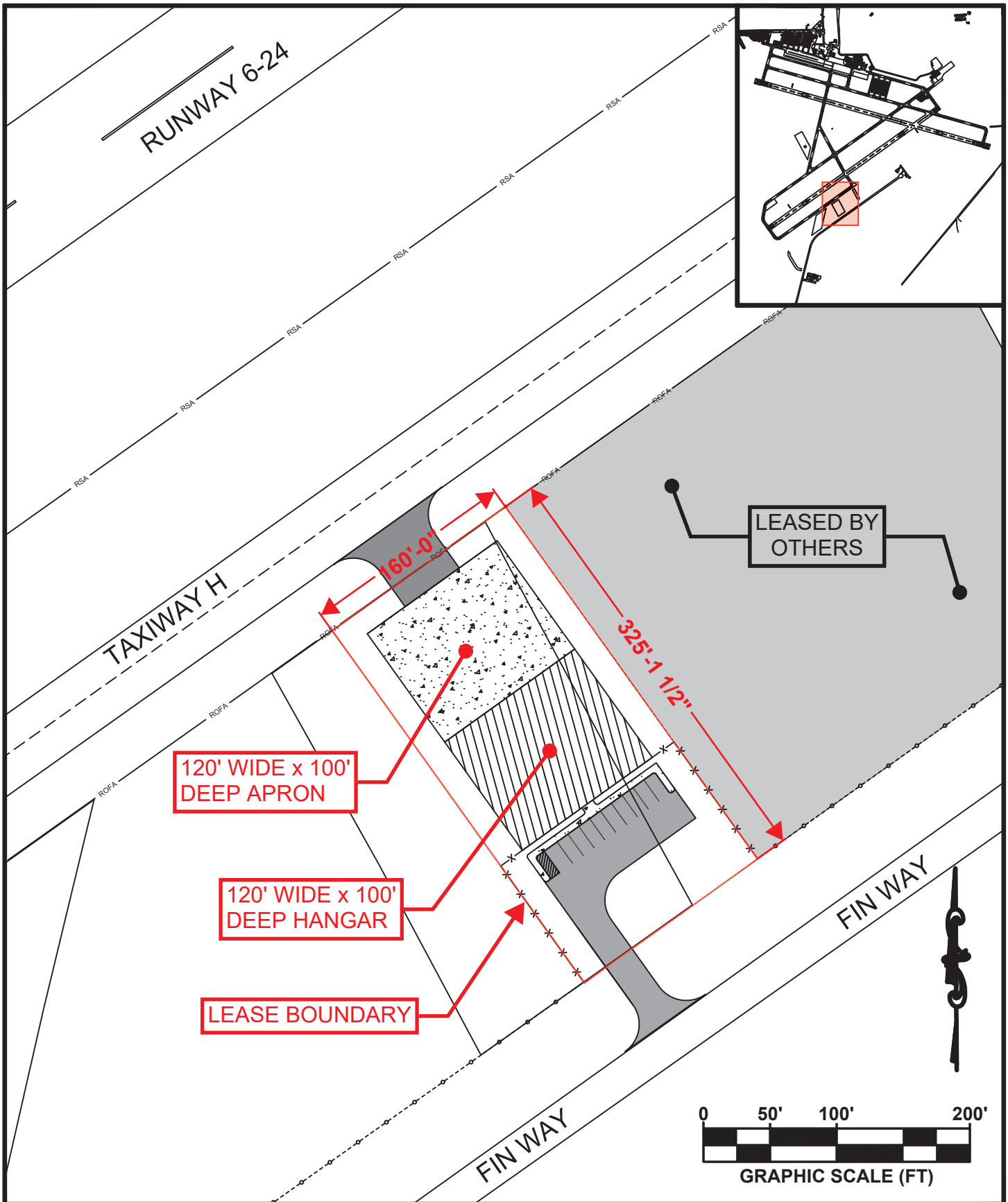


EXHIBIT "A"

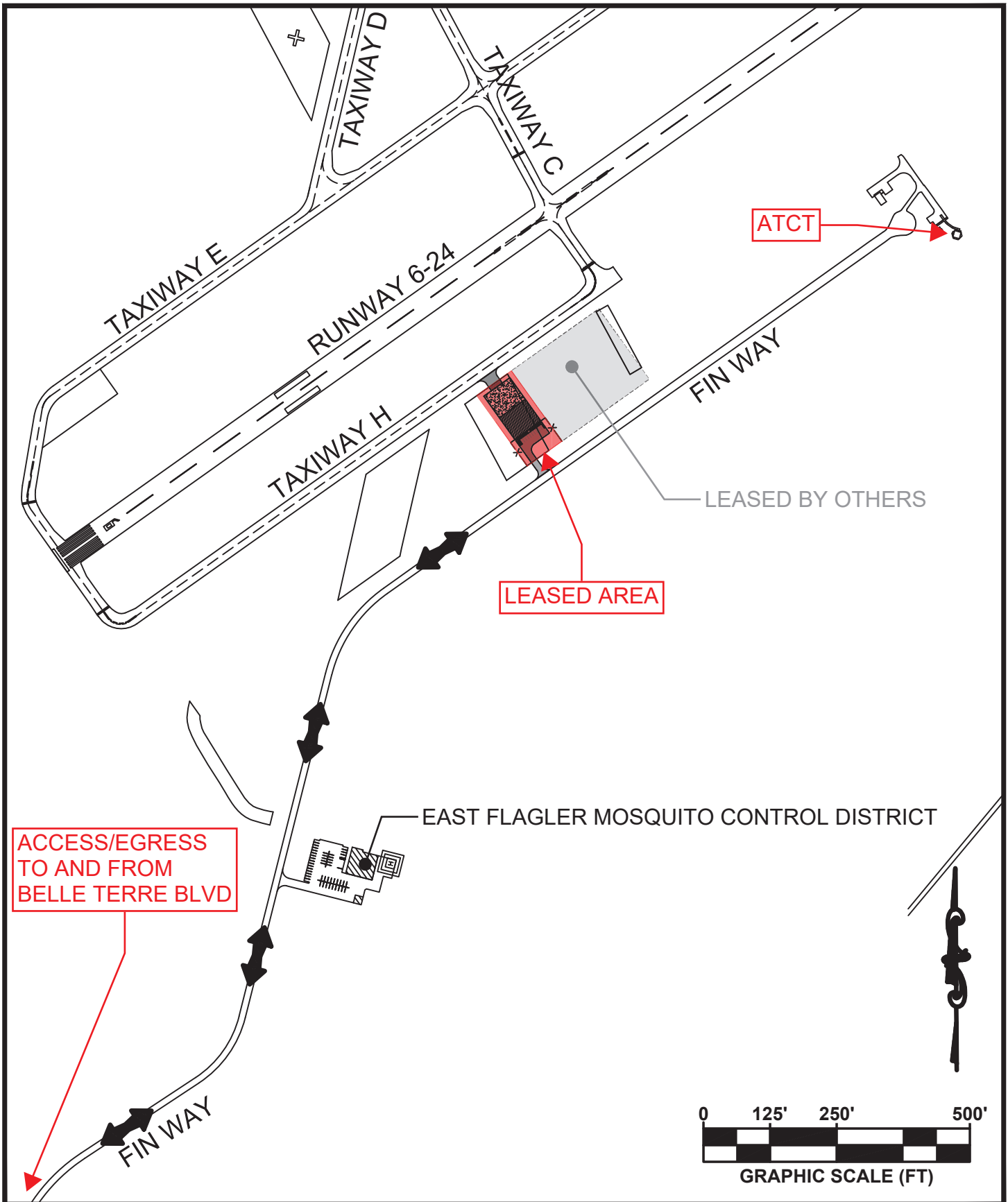


EXHIBIT "B"

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

SUBJECT: Consideration of the Agreement Establishing the Scope of Services and Compensation for Sauer Construction, LLC for the Construction of the Airport Terminal Building project for the Flagler Executive Airport in the Amount of \$10,325,617.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: On December 16, 2024, the BoCC approved Bid Award 25-011P to Sauer Construction, LLC. With this action, staff is bringing forward for consideration the Agreement, which establishes the Scope of Services and Compensation for Sauer Construction, LLC to Construct the Airport Terminal Building.

The Board has previously approved an FDOT Public Transportation Grant Agreement (PTGA) and two Amendments totally \$5,003,947 for the Construction of a General Aviation Terminal Facility. Additionally, the Board approved a second FDOT PTGA in the amount of \$5,000,000, which was the Legislative Appropriation from the State General Revenue Fund. In FDOT's FY2026, which begins July 1, 2025, the initial PTGA will be supplemented again. The Airport Enterprise Fund will be responsible for 10% of the total project costs, which are approximately \$675,000. The total construction costs and funding sources are outlined in the tables below.

Project	Cost
Construction-General Aviation Terminal	\$9,640,130
Construction-Terminal Landside Improvements	\$585,487
Stated allowance for project permit fees and electric power connection	\$100,000
Construction Administration and Observation	\$950,000
Total	\$11,275,617

Year	Funding Source	Amount
FY24	FDOT PTGA (BoCC exe 06-10-2024)	\$3,303,947
FY24	FDOT First Amendment to PTGA (BoCC exe 06-24-2024)	\$500,000
FY24	Legislative Funding (General Revenue) (exe 01-13-2025)	\$5,000,000
FY24	Airport Enterprise Fund (Bank Loan) 10% of PTGA Funds	\$675,662
FY25	FDOT Second Amendment to PTGA (BoCC exe 09-16-2025)	\$1,200,000
FY26	FDOT Third Amendment to PTGA	\$1,200,000
	Total	\$11,879,609

This contract is for the construction services during the Construction of the Airport Terminal Building. This project includes the construction of a new 15,500 SF terminal, which will accommodate airport administrative offices, an FBO and its appurtenant facilities, public space, meeting space, and leasable space for small tenants. The project also includes a new roundabout and road tie-ins.

STATEGIC PLAN:

Focus Area: Economic Vitality,

- Goal 2- Diversify the Tax Base to Improve the Local Economy
 - Objective EV 2.4: Expand facilities and attract aviation related businesses to the Flagler Executive Airport.

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

FUNDING INFORMATION: Funding for this project is included in the FY 2024-25 Budget. The funding for this project is outlined in the table in the Overview/Summary.

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

RECOMMENDATIONS: Request the Board approve the Agreement for the Construction of the Airport Terminal Building for Sauer Construction, LLC. authorizing the Chair to execute the agreement and authorize the County Administrator to execute all necessary documents associated with accepting and implementing said agreement, including any amendments and extensions approved as to form by the County Attorney.

ATTACHMENTS:

1. Agreement for the Construction of the Airport Terminal Building for Sauer Construction, LLC.

**AGREEMENT FOR CONSTRUCTION OF THE
AIRPORT TERMINAL BUILDING
AT THE FLAGLER EXECUTIVE AIRPORT**

**ITB No. 25-011P
FDOT FM No. 437025-3-94-01 & 437025-3-94-02**

THIS AGREEMENT (the “Contract”) is entered into by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, having an address at 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110 (the “County”) and Sauer Construction, LLC, a Florida limited liability company, having an address at 6621 Southpoint Drive North, Suite 200, Jacksonville, FL 32216 (the “Contractor”).

County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

Contractor shall perform, construct and complete all work as specified and indicated in the Construction of the Airport Terminal Building Contract as further specified in the Contract documents, identified below, including the Plans and Technical Specifications prepared by Hoyle, Tanner & Associates, Inc., dated October 2024, which are incorporated herein by reference (the “Work”).

ARTICLE 2 – CONTRACT TIMES

2.1 Contract Time. The Work shall be substantially complete and accepted within 510 calendar days of being issued a Notice to Proceed from the County. The Final Completion shall be 30 calendar days following substantial completion.

2.2 Damages for Delay in Completion. If the Work is incomplete after the Contract Time, including all extensions and adjustments as required by law or agreed to by the parties, the sum of \$3,813.00 per calendar day will be deducted from any money due or to become due the Contractor or its surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages, including but not limited to delay in opening a public building and additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time.

ARTICLE 3 – CONTRACT PRICE AND PAYMENT PROCEDURES

3.1 The County will pay Contractor for completion of the Work in accordance with the Contract in the amount of \$10,325,617.00 hereby identified as the Contract Price, as shown in the Contractor's bid. County will pay Contractor for work performed in accordance with Florida's Local Government Prompt Payment Act.

3.2 Contractor will submit request for payments to the County no more frequently than once per month. Requests for payment shall be accompanied by such supporting documentation as is

required by the Contract Documents or as the County's engineering consultant for this project identified in Article 8 below, (the "Engineer"), may reasonably require. At no time shall the County make progress payments beyond the amount due for the Work performed minus five percent (5%) retainage withheld as an allowable percentage under the Local Government Prompt Payment Act. The Contractor must submit the final request for payment to the County within sixty days of completion of the Work.

ARTICLE 4 – CONTRACTOR'S REPRESENTATIONS

In executing this Contract, Contractor makes the following representations:

4.1 Contractor has examined and carefully studied this Contract, as well as the County's funding agreement for the Work with the Florida Department of Transportation, Public Transportation Grant Agreement, F.M. 437025-3-94-01 and F.M. 437025-3-94-02 (together, the "PTGA"). The County will also furnish the Contractor amendments and addenda to the PTGA as they arise, if any.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the Work.

4.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the Work. In performing the services under this Contract, the Contractor shall comply with all federal, state, and local laws, rules, and regulations.

4.4 Contractor has carefully evaluated the site and all drawings of physical conditions in or relating to the construction site which have been identified in the Contract. Contractor acknowledges that such evaluation and any reports generated therefrom are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that County and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to underground facilities at or contiguous to the site. Contractor agrees to make reasonable efforts to locate and demarcate underground facilities in the construction area prior to breaking ground. Contractor shall be responsible for any damage to underground facilities caused by the Contractor or Contractor's agents or subcontractors in conducting the Work. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract.

4.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

4.6 Contractor has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

4.7 Contractor shall provide the products to be constructed to be free of all liens, claims or encumbrances, and Contractor agrees to indemnify and hold harmless the County from any claim of lien for products or services related to the Work.

ARTICLE 5 – INDEMNIFICATION AND INSURANCE

5.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County and the State of Florida Department of Transportation (“FDOT”), including the County’s and FDOT’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract. This indemnification shall survive the termination of this Contract. The Contractor shall include this indemnification provision in any subcontracts for the Work.

5.2 Contractor shall be fully responsible for all acts and omissions of its employees, agents, and subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent the Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in this Contract shall create any contractual relationship between County and any subcontractor, nor shall it create any obligation on the part of County to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law.

All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of this Contract for the benefit of County and contains provisions applicable to subcontractors that are required by the PTGA incorporated in Article 7 below.

County will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and County will not be responsible for Contractor's failure to perform the Work in accordance with the Contract.

5.3 The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the Services hereunder, insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to the County.

Coverage	Minimum Amounts and Limits
(a) Worker's Compensation	Statutory requirements
Employer's Liability	\$ 1,000,000 each occurrence \$ 2,000,000 disease, aggregate \$ 1,000,000 disease, each employee

(b)	Commercial General Liability	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp.Ops Agg \$ 2,000,000 Each Occurrence \$ 100,000 Fire Damage \$ 5,000 Medical Expense
(c)	Automobile Liability	\$1,000,000 Combined
	Single Limit (owned, hired and non-owned) Option of Split Limits:	
	(1.) Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Accident
	(2.) Property Damage	\$500,000

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insured's (except for the Workers Compensation policies), as regards to liability arising out of Contractor's performance of the work or the work performed by others on behalf of Contractor under this Contract. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. The Consultant shall furnish the County with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County Board of County Commissioners as additional insured and an endorsement for which has been issued.

Coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium, the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or materially modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

5.3 The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Contract.

ARTICLE 6 – CONTRACT DOCUMENTS; INTEGRATION; AND MODIFICATION

6.1 The Contract which comprises the entire Agreement between County and Contractor concerning the Work consists of the following:

- Flagler County Invitation to Bid No. 25-011P including the Addenda listed below:

Addendum No.

Date

1

October 8, 2024

- Contractor’s Bid Proposal.
- This Contract Instrument.
- Plans and Technical Specifications
- The Contractor's Bonds.
- The Contractor's Certificates of Insurance.
- The Notice of Award and Notice to Proceed.

6.2 This Contract represents the entire understanding of the parties with respect to the subject matter hereof. No oral or written statements not a part of this Contract may be used to supplement or modify the terms of this Contract. This Contract may only be modified or supplemented by a written instrument executed by both parties.

ARTICLE 7 – GRANT AGREEMENT

The work to be performed under this Contract is being funded in part with funds received from the State of Florida, Department of Transportation through a Public Transportation Grant Agreement ("PTGA") FM No. F.M. 437025-3-94-01 and F.M. 437025-3-94-02, effective June 10, 2024, and January 16, 2025, respectively. To the extent any applicable statutes, rules, regulations, or the grant itself, require the inclusion of any language into the Contract between the County and the Contractor, such language shall be deemed included and made a part of this Contract by reference as if fully reproduced herein. The Contractor specifically acknowledges having received a copy of the PTGA and having been provided an opportunity to ask questions or for clarifications as to any provision of the PTG. The Contractor shall comply with any and all requirements of the grant as it pertains to the Contract in performing the services authorized herein.

ARTICLE 8 – ENGINEERING SERVICES

8.1 The County’s Engineering Consultant (“Engineer”) will provide construction administration and observation services for the County in regard to the Work performed by the Contractor. The Contractor will provide the Engineer with shop drawings for determination of conformance with design concept of the Work and information given in the technical specifications. If the Contractor proposes to substitute any materials, the Contractor must present such proposal to the Engineer for determination. The Contractor will allow the Engineer to make visit to the Work site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract documents.

8.2 The Engineer will have authority to disapprove or reject Work, which is defective and will also have authority to require special inspection or testing of the Work as it is fabricated, installed, or completed. If during or prior to construction operations, the Engineer should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

ARTICLE 9 – DISPUTE RESOLUTION

9.1 Engineer will be the initial interpreter of the requirements of the Contract and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract pertaining to the execution and progress of the Work shall be referred initially to Engineer in writing with a request for a formal decision in accordance with this Paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to Engineer within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to Engineer within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate date.

9.2 The following acts or omissions constitute acts of default and, the County will give written notice to the Contractor and its surety for any delay, neglect or default, if the Contractor:

- a. fails to begin the Work under the Contract within the time specified in the Notice to Proceed;
- b. fails to perform the Work with sufficient workmen and equipment or with sufficient materials to ensure prompt completion of the Contract;
- c. performs the Work unsuitably, or neglects or refuses to remove materials or to perform anew such Work that the Engineer rejects as unacceptable or unsuitable;
- d. discontinues the prosecution of the Work, or fails to resume discontinued Work within a reasonable time after the Engineer notifies the Contractor to do so;
- e. becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily or involuntarily;
- f. allows any final judgment to stand against him unsatisfied for a period of ten calendar days;
- g. makes an assignment for the benefit of creditors;
- h. fails to comply with Contract requirements regarding minimum wage payments, non-discrimination provisions, e-verify requirements, or EEO requirements;

- i. fails to comply with the Engineer's written suspension of work order within the time allowed for compliance and which time is stated in that suspension of work order;
- j. for any other cause whatsoever, fails to carry on the Work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of the County;
- k. fails to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract; or
- l. fails to fulfill any obligations under this Contract.

9.3 For a notice based upon reasons stated in Subparagraph 9.2 above: if the Contractor, within a period of ten calendar days after receiving the notice described above, or such longer time period as may be stated in said notice, fails to correct the conditions of which complaint is made, the County will, upon written certificate from the Engineer of the fact of such delay, neglect, or default and the Contractor's failure to correct such conditions, have full power and authority to terminate this Contract by written notice to the Contractor.

9.4 The County has no liability for anticipated profits for unfinished work on a Contract that the County has determined to be in default. Upon termination, the County will make payment for actual Work done to satisfaction of Engineer. Termination of the Contract does not relieve the Contractor or its surety of its responsibilities for the completed portion of the Contract or its obligations for any just claims arising out of the Work performed.

ARTICLE 10 – WARRANTIES; PAYMENT AND PERFORMANCE BOND

10.1 Contractor warrants and guarantees to County that all Work will be in accordance with the Contract and will not be defective. If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

10.2 If required by Engineer, Contractor shall promptly, without cost to County and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work.

10.3 Payment and Performance Bond. The Contractor will provide a Payment and Performance Bond to the County within ten calendar days of the execution of this Contract in a form acceptable to the County. Upon delivery of appropriate payment and performance bond to the County, the bond shall be recorded in the County public records by the Clerk of Court. Recording costs shall be paid by the Contractor, which payment shall be considered incidental to the project.

10.4 Warranty. If within one year after the date of final completion, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

ARTICLE 11 – MISCELLANEOUS

11.1 Assignment. No assignment by a party hereto of any rights under or interests in the Contract will be binding on the other party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

11.2 Binding on Successors; Assignment. County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract. The Contractor shall not assign its obligations under this Contract without the prior written consent of the County, which consent is in the County's sole discretion.

11.3 Severability. Any provision or part of the Contract held to be void or unenforceable by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.4 Governing Law and Venue. This Contract shall be construed under the laws of the State of Florida except its provision regarding conflict of laws. Venue for any dispute arising out of this Contract shall be the Seventh Judicial Circuit in and for Flagler County.

11.5 Public Records. Pursuant to Section 119.0701(2), Florida Statutes, the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor must:

- a. Keep and maintain public health records that ordinarily and necessarily would be required by the County in order to perform the Work, including but not limited to: meeting notes, daily progress reports, correspondences, test result reports, videos, progress schedule updates, and certifications; and

- b. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

In performing the requirements herein, the Contractor shall promptly provide the County with a copy of any request to inspect or to copy public records in possession of the Contractor and consult with the County to ensure the request is responded to in accordance with the law. The Contractor shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access shall constitute a material default and the County shall be entitled to terminate this Contract and to pursue any other remedies against the Contractor available in equity or at law.

IF THE CONTRACTOR HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 313-4005, publicrecords@flaglercounty.gov, and 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110.

11.6 E-verify. The Contractor shall not employ unauthorized aliens in violation of Section 274(e) of the Immigration and Nationality Act. The Contractor and any of its subcontractors performing work or providing services pursuant to this Contract must utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the Contractor or its subcontractors during the term of this Contract.

11.7 Force Majeure. Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide force majeure. For the purpose of this Contract, a bona fide force majeure is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the party seeking relief under this section. The maximum relief granted to either party under this section shall be the tolling of time for the duration of the force majeure. A force majeure may be deemed to excuse performance pursuant to this Contract only to the extent such performance is actually prevented or precluded by such force majeure.

11.8 Non-Discrimination. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall take reasonable steps to ensure that disadvantaged business enterprises (“DBEs”) have the opportunity to compete for any subcontracts awarded under this Contract.

[Signature pages to follow]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Contract on the dates indicated below.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

ATTEST:

Andrew S. Dance, Chair

Tom Bexley, Clerk of the Circuit
Court & Comptroller

Date

APPROVED AS TO FORM:

Sean S. Moylan Digitally signed by Sean S. Moylan
Date: 2025.02.18 16:01:55 -05'00'

Sean S. Moylan, Deputy County
Attorney

Approved by the Board of County
Commissioners at its regular meeting on the
3rd day of March 2025.

[This space intentionally left blank. Signature page to follow.]

SAUER CONSTRUCTION, LLC.

Kevin J. Kelly, President

Date

WITNESS:

Signature

Print Name

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

SUBJECT: Resolution Appointing the Flagler County Airport Zoning Commission.

DATE OF MEETING: March 3, 2024

OVERVIEW/SUMMARY: The Legislature in 2016 enacted changes to Florida Statutes that required adoption of airport zoning regulations to protect public use airports. This Statute is intended to protect public investment in airports throughout the State. These statutory changes were summarized by the Legislative Staff as:

- Updates statutory definitions and terms in accordance with Federal Regulations.
- Streamlines the current local airport protection zoning process to a simpler permitting model.
- Provides local governments the flexibility to structure and incorporate the airport protection zoning review process into existing local zoning review processes and repeals duplicative requirements for obtaining a variance.
- Makes other grammatical, editorial, and conforming changes.

The Statute required political subdivisions having an airport within its territorial limits to adopt airport zoning regulations by July 1, 2017 (s. 333.135(2), F.S.). As provided in the Statute (s. 333.135(3), F.S.), the Florida Department of Transportation will administer the permitting process for obstructions (s. 333.025, F.S.) in jurisdictions that have not yet adopted airport zoning regulations.

While County staff had prepared (and routed) a draft ordinance to meet the statutory requirements for the adoption of airport zoning regulations – with this draft ordinance sent to the Florida Department of Transportation Aviation Office (the responsible authority for review of the airport zoning regulations) on October 31, 2023 – the Aviation Office has since amended its guidance to local governments, publishing its [2024 Airport Land Use Compatibility Guidebook](#). This Guidebook included – among other things – a model ordinance, which staff will use as a guide to update the draft ordinance.

The Planning and Development Board considered the draft ordinance at its February 11, 2025 Regular Meeting and unanimously recommended approval of the ordinance to the Board of County Commissioners. As part of the staff presentation, it was noted that the Statute requires review of the draft ordinance by a designated Airport Zoning Commission. While the Planning and Development Board had not been previously appointed as the Airport Zoning Commission by the Board of County Commissioners, staff reported to the Planning and Development Board the intent to seek the appointment by the Board of County Commissioners for the Planning and Development Board to serve as the Airport Zoning Commission. Appointing the Planning and Development Board as the Airport Zoning Commission is permitted by the Statute and would not establish and seat a new volunteer board with a limited scope.

The Airport Zoning Commission is tasked through the Statute “to recommend the boundaries of the various zones to be established and the regulations to be adopted therefor.” (s. 333.05(2), F.S.). As provided in the Statute, the Airport Zoning Commission is to provide a final report to the “legislative body of the political subdivision” (i.e., the Board of County Commissioners) no less than 15 days prior to its adoption of its airport zoning regulations. The Planning and Development Board, acting in its capacity as the Airport Zoning Commission, will consider the ordinance and issue its final report on March 11, 2025. As a result of this timing, the Board of County Commissioners cannot adopt the airport zoning regulations any earlier than its April 21, 2025

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

Regular Meeting, with the first reading on the draft ordinance to occur at the April 7, 2025 Regular Meeting.

DEPARTMENT CONTACT: County Administration and County Attorney

RECOMMENDATION: Request the Board adopt the Resolution appointing the Planning and Development Board as the Airport Zoning Commission.

ATTACHMENT:

1. Resolution Appointing the Airport Zoning Commission

RESOLUTION 2025 - ____**A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS DESIGNATING THE FLAGLER COUNTY PLANNING AND DEVELOPMENT BOARD AS THE FLAGLER COUNTY AIRPORT ZONING COMMISSION.**

WHEREAS, Section 333.03, Florida Statutes, requires every political subdivision having an airport hazard area within its territorial jurisdiction to adopt, administer, and enforce airport zoning regulations; and

WHEREAS, Flagler County owns and operates the Flagler Executive Airport, which lies within the unincorporated county and adjacent to nearby municipalities; and

WHEREAS, Section 333.05(2), Florida Statutes, requires the Flagler County Board of County Commissioners to appoint an airport zoning commission to recommend the boundaries of various zones and regulations therefor; and

WHEREAS, the Flagler County Planning and Development Board functions as the recommending body to the Flagler County Board of County Commissioners and reviews development applications, conducts public hearings on land use and zoning, and performs other planning and zoning functions as required by the Flagler County Land Development Code; and

WHEREAS, on February 11, 2025, the Flagler County Planning and Development Board considered a preliminary report on draft airport zoning regulations at a duly noticed public hearing; and

NOW THEREFORE, be it resolved by the Flagler County Board of County Commissioners:

1. The above recitals are incorporated herein.
2. The Flagler County Planning and Development Board is appointed as the Flagler County Airport Zoning Commission in accordance with Section 333.05(2), Florida Statutes.
3. The Flagler County Airport Zoning Commission shall hold a public hearing on the initial report of airport zoning regulations at its next regular meeting and issue a final report to the Flagler County Board of County Commissioners.

RESOLVED AND ADOPTED, this 3rd day of March 2025.

Andrew S. Dance, Chair

ATTEST:

APPROVED AS TO FORM:

Tom Bexley, Clerk of the Circuit Court and Comptroller

Sean S. Moylan, Deputy County Attorney

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

SUBJECT: Consider the Adoption of a Resolution Establishing the Airport Master Plan Update Working Group and the Working Group Bylaws.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: The Flagler Executive Airport's Master Plan is due for an update to align with our strategic vision, accommodate future growth, and enhance operational efficiency. To support this process, staff would like to establish a working group that will collaborate with our consultant, ensuring alignment with our strategic plan and providing valuable input throughout the master plan's development. This resolution establishes a working group to provide recommendations on the update to the Airport's Master Plan. The Board will later appoint up to five members to the Working Group with expertise in aviation, economic development, urban planning, infrastructure, and commercial real estate. The Working Group is a recommending body; members serve at the pleasure of the County Commission; and the group will sunset upon adoption of the updated Airport Master Plan.

STRATEGIC PLAN:

Focus: Effective Government

- EG 2.1 Create a culture of collaboration with municipalities and community partners.
- EG 3.5 Promote a responsive, proactive and transparent government that is open, participative and encourages citizen engagement.

Economic Vitality

- EV 2.4 Expand facilities and attract aviation related businesses to the Flagler Executive Airport.
- EV 2.4.7 Complete Airport Master Plan.

DEPARTMENT CONTACT: County Administration and County Attorney

FUNDING INFORMATION: N/A

RECOMMENDATIONS: Approve the Resolution establishing the Airport Master Plan Update Working Group and adopting the Bylaws of the Flagler County Executive Airport – Airport Master Plan Update Working Group

ATTACHMENTS:

1. Resolution with Bylaws (as Exhibit A)

RESOLUTION 2025-_____

A RESOLUTION OF THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS ESTABLISHING THE AIRPORT MASTER PLAN UPDATE WORKING GROUP TO PROVIDE INPUT, SUPPORT, AND GUIDANCE IN THE UPDATE OF THE FLAGLER EXECUTIVE AIRPORT MASTER PLAN.

WHEREAS, Flagler County recognizes the importance of a well-planned and strategically developed airport to support economic growth, aviation needs, and long-term sustainability; and

WHEREAS, the County seeks to align the Airport Master Plan update with the County's and Airport's Strategic Plans, mission, and vision to ensure responsible growth, enhanced operational efficiency, and long-term viability; and

WHEREAS, it is in the best interest of the County to engage a diverse group of stakeholders with expertise in aviation, business, development, growth, and planning to provide insight and recommendations throughout the master planning process; and

WHEREAS, the establishment of an Airport Master Plan Update Working Group will provide structured and informed guidance to support decision-making and ensure alignment with community and industry needs.

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

SECTION 1. FINDINGS

The above recitals are incorporated herein as true and correct and establish the legislative intent of this Resolution.

SECTION 2. CREATION OF THE AIRPORT MASTER PLAN UPDATE WORKING GROUP; ADOPTION OF BYLAWS

The Airport Master Plan Update Working Group (the "Working Group") is hereby established to provide input, support, and recommendations throughout the process of updating the County's Airport Master Plan. The Bylaws, attached hereto as Exhibit "A" and incorporated herein, are hereby adopted and may be amended from time to time by the Flagler County Board of Commissioners.

SECTION 3. PURPOSE AND RESPONSIBILITIES

The Working Group shall:

- a. Work in conjunction with airport staff and the designated consultant throughout the master planning process.

- b. Review and provide input on key elements of the Airport Master Plan update.
- c. Ensure alignment with the County's and Airport's Strategic Plan, mission, and vision.
- d. Offer recommendations on aviation growth, business development, infrastructure, and land use planning.
- e. Serve as a liaison between the County, airport stakeholders, and the community.
- f. Provide guidance on best practices and industry trends in airport development.

SECTION 4. COMPOSITION

The Working Group shall consist of up to five (5) members appointed by the Flagler County Board of Commissioners, preferably with expertise in any of the following areas:

- a. Aviation (e.g., pilots, airport users, industry professionals)
- b. Business and Economic Development
- c. Urban or Regional Planning
- d. Infrastructure and Growth Management
- e. Commercial Real Estate

Members shall serve at the pleasure of the Board of County Commissioners.

SECTION 5. TERM AND SUNSET PROVISION

The Working Group shall remain in place until the completion and formal adoption of the updated Airport Master Plan, at which point it shall automatically dissolve. Members shall serve for the duration of the master planning process, providing ongoing support and input as needed.

SECTION 6. MEETINGS

The Working Group shall meet as defined in the bylaws to provide timely input and support for the master planning process. Meetings shall be coordinated in collaboration with airport staff and the consultants to ensure effective engagement and progress.

SECTION 7. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED THIS 3rd DAY OF March 2025 BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS.

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

ATTEST:

Andrew S. Dance, Chair

Tom Bexley, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM:

Sean S. Moylan, Deputy County
Attorney

EXHIBIT “A”
BYLAWS
OF THE
FLAGLER COUNTY EXECUTIVE AIRPORT
AIRPORT MASTER PLAN UPDATE WORKING GROUP

Article I – Name

The name of this advisory body shall be the Airport Master Plan Update Working Group (hereinafter referred to as the "Working Group").

Article II – Purpose and Responsibilities

The Working Group is established to provide input, support, and recommendations for the update of the Flagler Executive Airport Master Plan, ensuring alignment with the County’s and Airport’s Strategic Plan, mission, and vision.

The Working Group shall:

1. Collaborate with airport staff and the designated consultant throughout the master planning process.
2. Review and provide input on key elements of the Airport Master Plan update.
3. Offer recommendations on aviation growth, business development, infrastructure, and land use planning.
4. Ensure alignment with local, regional, and industry best practices.
5. Serve as a liaison between the County, airport stakeholders, and the community.
6. Support transparency and engagement by participating in public meetings or stakeholder discussions as necessary.

Article III – Membership

Section 1. Composition

The Working Group shall consist of up to five (5) members appointed by the Flagler County Board of Commissioners, preferably with expertise in any of the following areas:

- Aviation (e.g., pilots, airport users, industry professionals)
- Business and Economic Development
- Urban or Regional Planning

- Infrastructure and Growth Management
- Community and Stakeholder Engagement
- Commercial Real Estate

Members shall serve at the pleasure of the Board of County Commissioners.

Section 2. Qualifications

Members should have relevant experience, knowledge, or professional background in at least one of the focus areas outlined above.

Section 3. Appointment and Term

1. Members shall be appointed by the Flagler Board of County Commissioners.
2. Members shall serve for the duration of the Airport Master Plan update.
3. The Working Group shall dissolve upon formal adoption of the updated Airport Master Plan.

Section 4. Resignation and Removal

1. A member may resign by submitting a written notice to the Chairperson and Airport Director.
2. A member may be removed by a majority vote of the Flagler Board of County Commissioners.

Article IV – Officers

Section 1. Officers

The officers of the Working Group shall consist of:

- **Chairperson** – Facilitates meetings, coordinates discussions, and serves as the primary liaison with airport staff and the consultant.
- **Vice-Chairperson** – Assists the Chairperson and assumes duties in their absence.

Section 2. Election and Term

1. Officers shall be elected and may be removed by a majority vote of the Working Group members.
2. Officers shall serve for the duration of the Working Group's existence.

Article V – Meetings

Section 1. Regular Meetings

1. The Working Group shall meet as needed to ensure timely input throughout the master planning process. It is anticipated that these meetings will be quarterly.

2. Meeting schedules shall be determined in coordination with airport staff and the consultant.

Section 2. Special Meetings

Special meetings may be called by the Chairperson or a majority of members as necessary.

Section 3. Quorum

A quorum shall consist of a simple majority of the appointed members. No official action may be taken without a quorum present.

Section 4. Voting

1. Decisions shall be made by a majority vote of the members present.
2. Each member shall have one vote; proxy voting is not permitted.

Article VI – Collaboration with Airport Staff and Consultant

1. The Working Group shall work in conjunction with airport staff and the designated consultant to provide insight and recommendations.
2. Members shall review relevant materials, attend meetings, and contribute to discussions on the master plan update.

Article VII – Conflict of Interest

1. Members shall disclose any conflicts of interest related to matters under discussion.
2. Members with a conflict shall recuse themselves from voting on related issues.

Article VIII – Amendments

These Bylaws may be amended by a majority vote of the Working Group and approval by the Flagler Board of County Commissioners.

Article IX – Sunshine Law, Public Records and Ethics

The Working Group shall conduct its activities in compliance with the Sunshine Law, Public Records Laws, and the Code of Ethics for Public Officers and Employees. Questions about these rules shall be directed to the County Attorney's Office.

Article X – Dissolution

The Working Group shall automatically dissolve upon completion and formal adoption of the updated Airport Master Plan.

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

SUBJECT: Consideration of a Budget Transfer from General Fund Reserves in the Amount of \$279,926 and to Amend the FY 2024-25 Budget for the Grant Special Revenue Fund 1128 related to the closeout of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: From FY 2020-21 to FY 2023-24 the County received reimbursements in the amount of \$2,583,508 from the Department of Homeland Security, while spending \$2,879,476 on personnel costs related to hiring up to 15 Firefighters through the SAFER Grant Program. The County was able to fund nearly 90% of the salary and benefits of 15 Firefighter positions for a period of 3 years utilizing this grant.

Expenses such as holiday pay, personal leave payouts, retro pay adjustments related to collective bargaining agreements, and any salary or benefits that exceeded the annual amount listed on the original grant application per Firefighter would need to be paid for by the County. While reconciling the SAFER grant closeout in connection with the Clerk of the Court's Finance Department, it was determined that the County's remaining local contribution is \$279,926. At the February 15th, 2021, Regular Board Meeting, the estimated local contribution was \$282,251.84.

Since FY 2020-21, several cash advances have been made to allow for transactions to post and reimbursement requests to be submitted. The Interfund Transfer referenced in this staff report will allow staff to repay the cash advances made by the General Fund for the SAFER grant and to properly allocate funding for the County's local contribution. This action is necessary for the proper reconciliation and closeout of the SAFER Grant.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 1 – Maintain Financial Stability

Focus Area: Public Health & Safety

- Goal 3 – Improve Public Safety Response and Service Delivery Capabilities

FUNDING INFORMATION: Staff is requesting a budget transfer from General Fund Reserves in the amount of \$279,926 into the Interfund Transfer Out. This funding will then be appropriated with approval of the Unanticipated Revenue Resolution in Fund 1128.

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

RECOMMENDATIONS: Approve the budget transfer from General Fund Reserves and approve the Unanticipated Revenue Resolution.

ATTACHMENTS:

1. Budget Transfer from General Fund Reserves
2. General Fund Reserve Worksheet
3. Unanticipated Revenue Resolution Fund 1128
4. Item 7t from February 15th, 2021, Regular Board Meeting

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

Attachment 1

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	05	52630	02/19/2025	045	BUA SAFERCLOSE	1	1			
1	00150000	598010		GenFund/Reserves	Reserve - Contingency		6,547,597.00	-279,926.00	6,267,671.00	
	1001-150-5000-000000-	590-00-000-000-	598010-		SAFER Closeout		02/19/2025			
2	00149030	591001		GenFund/Transfers	Interfund Transfer		7,176,239.00	279,926.00	7,456,165.00	
	1001-149-4903-581900-	580-00-000-000-	591001-		SAFER Closeout		02/19/2025			
								** JOURNAL TOTAL	0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

YEAR	PER	JNL				ACCOUNT DESC	T	OB	DEBIT	CREDIT
SRC	ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2025	5	52630								
BUA	1001-150-5000-000000-590-00-000-000-598010-	02/19/2025	SAFERCLOSE 045				T Reserve - Contingency	5		279,926.00
BUA	1001-149-4903-581900-580-00-000-000-591001-	02/19/2025	SAFERCLOSE 045				T Interfund Transfer	5	279,926.00	
							JOURNAL 2025/05/52630	TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

** END OF REPORT - Generated by Amanda Gilbert **

**Flagler County Board of County Commissioners
 Appropriated Operating Reserves: General Fund
 FY 2025
 1001-150-5000-000000-590-00-000-000-598010**

Item Description	Date Approved	Item #	Budget Transfer	*Reserve Balance
FY25 Adopted Budget				\$6,675,245
5% Operating Reserve Totals \$6,675,245. Entries Below This Line Indicate That These Reserves Are < 5%				
FY 25 Medical Examiner Increase	2/10/2025	7f	\$127,648	\$6,547,597
SAFER Grant Local Contribution Closeout	3/3/2025		\$279,926	\$6,267,671

*Reserve balance is inclusive of pending transactions and items seeking approval at this meeting.

RESOLUTION 2025- __

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO AMEND THE GRANT SPECIAL REVENUE FUND BUDGET FOR FISCAL YEAR 2024-25 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE

WHEREAS, it is necessary to increase the Grant Special Revenue Fund 1128 budget to receive unanticipated revenue from the General Fund; and

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

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

ADOPTED in regular session, this 3rd day of March 2025.

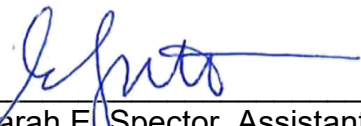
FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Andrew S. Dance, Chair

ATTEST:

Tom Bexley, Clerk of the Circuit Court and Comptroller

APPROVED AS TO FORM



Sarah E. Spector, Assistant County Attorney

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2025	05	52631	02/19/2025	046	BUA SAFERCLURR	1	2			
1	11000400	381000		Revenue Department	Interfund Transfer In		-74,000.00	-279,926.00	-353,926.00	
	1128-001-0000-381000-380-00-000-000-381000-				Safer Closeout		02/19/2025			
2	11188230	512000		Operating - Grants	Regular Salaries & Wages		.00	279,926.00	279,926.00	
	1128-180-8001-522100-520-52-000-000-512000-				Safer Closeout		02/19/2025			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

YEAR	PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2025	5	52631											
BUA	1128-001-0000-381000-380-00-000-000-381000-			02/19/2025	SAFERCLURR 046				Interfund Transfer In	T			279,926.00
BUA	1128-180-8001-522100-520-52-000-000-512000-			02/19/2025	SAFERCLURR 046				Regular Salaries & Wages	T		279,926.00	
									Safer Closeout				
									Safer Closeout			.00	.00
BUA	1128-000-0000-000000-000-00-000-000-241000-			02/19/2025	SAFERCLURR 046				Appropriations				279,926.00
BUA	1128-000-0000-000000-000-00-000-000-171000-			02/19/2025	SAFERCLURR 046				Est Revenues			279,926.00	
SYSTEM GENERATED ENTRIES TOTAL												279,926.00	279,926.00
JOURNAL 2025/05/52631 TOTAL												279,926.00	279,926.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
1128	2025 5	52631	02/19/2025	Grant Special Revenue		
				1128-000-0000-0000000-000-00-000-000-171000- Est Revenues	279,926.00	
				1128-000-0000-0000000-000-00-000-000-241000- Appropriations		279,926.00
FUND TOTAL					279,926.00	279,926.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: AGilbert

PA JOURNAL SOURCE	PROJECT	STRING	EFF DATE	GL YEAR/PER/JNL	REF1	REF2	REF3	REF4	T	AMOUNT
*****			02/19/2025	2025/05/52631						
PAB	FR00001	-OPR/GRANT -SAFE/1128		-512000	046					
								T SAFERCLURR	5	279,926.00
								FR00001 TOTAL:		279,926.00
** END OF REPORT - Generated by Amanda Gilbert **										

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

SUBJECT: Consideration of Approval to Add Fifteen (15) Full-Time Firefighter/Paramedics for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

DATE OF MEETING: February 15, 2021

OVERVIEW/SUMMARY: Flagler County was successful in being awarded from FEMA a Staffing for Adequate Fire and Emergency Response (SAFER) grant on September 11, 2020. At the September 21, 2020, regular meeting of the Board of County Commissioners a presentation was made by Fire Rescue highlighting the \$3.26 million dollar SAFER Grant award.

The grant funds are available to hire the additional positions on March 10, 2021 with the performance period ending on March 9, 2024. Breakdown of funds:

March 10, 2021 – March 9, 2022 - \$1,085,356.95
 March 10, 2022 – March 9, 2023 - \$1,085,356.95
 March 10, 2023 – March 9, 2024 - \$1,085,356.95
 Totaling - \$ 3,256,070.85

In addition, FEMA waived the cost share requirement for this grant saving the county \$1,248,160.40 in matching funds. The County is responsible for certain personnel and operating expenditures that are not covered by the SAFER Grant including Turn Out gear, uniforms, LifeScan annual physicals, and collective bargaining agreement benefits (which include holiday pay, salary increases, and Supplemental Compensation for Degrees).

The estimated additional costs paid by the county are estimated to be as follows:

Year 1 - \$87,683.92
 Year 2 - \$102,741.68
 Year 3 - \$91,826.25
 Totaling - \$282,251.84

FUNDING INFORMATION: Grant Funding will be appropriated with the approval of the attached Unanticipated Revenue Resolution into the newly established Grant Special Revenue Fund. For the above mentioned additional costs, a budget transfer from General Fund Reserves in the amount of \$87,684 is attached.

DEPARTMENT CONTACT: Fire Rescue, Joe King (386) 313-4256

RECOMMENDATIONS: Request the Board approve the additional of fifteen (15) Full-Time Firefighter/Paramedics within the Grant Special Revenue Fund and the attached Unanticipated Revenue Resolution and Budget Transfer 21-122.

ATTACHMENTS:

1. Unanticipated Revenue Resolution
2. BTR 21-122
3. FEMA Award Letter -EMW-2019-FF-01480

RESOLUTION NO. 2021 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY TO AMEND THE GRANT SPECIAL REVENUE FUND 128 FOR THE FISCAL YEAR 2020-21 TO RECOGNIZE AND APPROPRIATE UNANTICIPATED REVENUE.

WHEREAS, the Flagler County Board of County Commissioners has received \$637,000 from the Department of Homeland Security; and

WHEREAS, the Flagler County Board of County Commissioners is required to contribute additional funding for non-grant eligible costs in the amount of \$16,042 from the General Fund; 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 15th day of February 2021, that the Grant Special Revenue Fund 128 be amended, as follows:

GRANT SPECIAL REVENUE FUND 128

FUNDING SOURCES:

128-0000-331.20-30	Grant Special Revenue	\$637,000
128-0000-381.00-00	Interfund Transfer	\$ 16,042

EXPENDITURES:

128-8646-522.10-12	Regular Salaries	\$653,042
Project # 075948		

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:

Sean Moylan, Assistant County Attorney

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

BTR 21 - 122
DATE: 02/09/21
PREPARED BY: BE

FUND: General Fund
DEPARTMENT / DIVISION: Reserves -Reserves

PAGE 1 OF 1

EXPLANATION: To move funds from reserves to operating for gear and uniforms and interfund transfer for personnel expenses not covered by the SAFER grant.

LINE NO.	FUND NO.	DEPT. NO.	SUB. NO.	ACCT NO.	PROJ NO.	AMOUNT		AVAILABLE		ACCOUNT/CENTER DESCRIPTION PROJECT # DESCRIPTION
						FROM (DR.)	TO (CR.)	WAS	WILL BE	
1	001	5000	587	9811		87,684		10,735,509	10,647,825	Designated for Future Use
2	001	4600	581	9110			16,042	2,306,605	2,322,647	Interfund Transfer
3	001	3815	522	5220	075948		71,642	165,529	237,171	Clothing & Wearing Apparl FY 19 SAFER Grant
4										
5										
6										
7										
8										
9										
TOTAL						\$87,684.00	\$87,684.00	\$13,207,643.00	\$13,207,643.00	

Financial Service Director's APPROVAL _____
 Administrator's APPROVAL _____
 Board Action @ Meeting APPROVAL _____

DATE: _____
 DATE: _____

POSTED BY: _____ DATE POSTED: _____ CC: _____

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/11/2020

Joseph King
FLAGLER, COUNTY OF
1769 EAST MOODY BLVD BUILDING 2
BUNNELL, FL 32110

EMW-2019-FF-01480



Dear Joseph King,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$3,256,070.85 in Federal funding.

FEMA has waived, in part or in full, one or more requirements for this grant award. See the Summary Award Memo for additional information about Economic Hardship Waivers.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", is written over a horizontal line.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Staffing for Adequate Fire and Emergency Response

Recipient: FLAGLER, COUNTY OF

DUNS number: 021121488

Award number: EMW-2019-FF-01480

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Approved Economic Hardship Waivers

Position cost limit waiver

FEMA has waived the position cost limit requirement for this grant award. Costs are limited to the approved budget per position.

Cost share waiver

FEMA has waived the cost share requirement for this grant award. You are not required to contribute non-Federal funds for this grant award. The recipient is responsible for any costs that exceed the Federal funding provided for this grant award.

Minimum budget waiver

FEMA has waived the minimum budget requirement for this award.

Non-supplanting waiver

FEMA has waived the non-supplanting requirement for this award. SAFER grant funds may be used to replace funds that would be available from State or local sources or from the Bureau of Indian Affairs.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$672,750.00	\$672,750.00	\$672,750.00	\$2,018,250.00
Fringe benefits	\$412,606.95	\$412,606.95	\$412,606.95	\$1,237,820.85
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,085,356.95	\$1,085,356.95	\$1,085,356.95	\$3,256,070.85
Non-federal	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,085,356.95	\$1,085,356.95	\$1,085,356.95	\$3,256,070.85
Program Income				\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 SAFER NOFO.

Approved request details:

Hiring of Firefighters

Firefighter Position

BENEFITS FUNDED

The total usual annual costs for FCFR for a new hire firefighter/paramedic is \$72,357.13 for an entry level firefighter hourly rate is \$15.00 per hour for a total of 2,756 hours equaling \$41,340.00. 156 hours is paid as scheduled overtime at time and one half (\$22.50 per hour) in accordance with FLSA requirements equaling \$3,510.00 for a total of \$44,850.00 at 2,912 hours per year. FICA is calculated at 7.65% (\$3,431.03). Retirement is calculated at 25.39% (11,387.42). Health Insurance includes medical, dental and vision for the employee and/or employee and family. \$10,500 is budgeted for each employee to pay for health insurance. Worker compensation is calculated at 4.88% (2,188.68).

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
15	\$44,850.00	\$27,507.13	\$72,357.13
3 YEAR TOTAL			
\$3,256,070.85			

CHANGE FROM APPLICATION

Benefits funded changed

Annual benefits from \$29,852.00 to \$27,507.13

Annual salary from \$45,986.00 to \$44,850.00

JUSTIFICATION

The award reflects a decrease from the amount requested in the application. The decrease is because the application miscalculated the annual salary and annual benefits.

Agreement Articles

Program: Fiscal Year 2019 Staffing for Adequate Fire and Emergency Response

Recipient: FLAGLER, COUNTY OF

DUNS number: 021121488

Award number: EMW-2019-FF-01480

Table of contents

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

Article 2 DHS Specific Acknowledgements and Assurances

Article 3 Acknowledgement of Federal Funding from DHS

Article 4 Activities Conducted Abroad

Article 5 Age Discrimination Act of 1975

Article 6 Americans with Disabilities Act of 1990

Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)

Article 8 Civil Rights Act of 1964 – Title VI

Article 9 Civil Rights Act of 1968

Article 10 Copyright

10

Article 11 Debarment and Suspension

11

Article 12 Drug-Free Workplace Regulations

12

Article 13 Duplication of Benefits

13

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

14

Article 15 Energy Policy and Conservation Act

15

Article 16 False Claims Act and Program Fraud Civil Remedies

16

Article 17 Federal Debt Status

17

Article 18 Federal Leadership on Reducing Text Messaging while Driving

18

Article 19 Fly America Act of 1974

19

Article 20 Hotel and Motel Fire Safety Act of 1990

20

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

21

Article 22 Lobbying Prohibitions

22

Article 23 National Environmental Policy Act

23

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

24

Article 25 Non-supplanting Requirement

25

Article 26 Notice of Funding Opportunity Requirements

26

Article 27 Patents and Intellectual Property Rights

27

Article 28 Procurement of Recovered Materials

28

Article 29 Rehabilitation Act of 1973

29

Article	Reporting of Matters Related to Recipient Integrity and Performance
30	
Article	Reporting Subawards and Executive Compensation
31	
Article	SAFECOM
32	
Article	Terrorist Financing
33	
Article	Trafficking Victims Protection Act of 2000 (TVPA)
34	
Article	Universal Identifier and System of Award Management (SAM)
35	
Article	USA Patriot Act of 2001
36	
Article	Use of DHS Seal, Logo and Flags
37	
Article	Whistleblower Protection Act
38	
Article	Acceptance of Post Award Changes
39	
Article	Prior Approval for Modification of Approved Budget
40	
Article	Disposition of Equipment Acquired Under the Federal Award
41	
Article	Environmental Planning and Historic Preservation
42	

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 20 Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 34 Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 35 Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 36 USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175-175c.

Article 37 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 38 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FF-01480	2. Amendment No. N/A	3. Recipient No. 596000605	4. Type of Action AWARD	5. Control No. WX02931N2020T		
6. Recipient Name and Address FLAGLER, COUNTY OF 1769 E MOODY BLVD BLDG 2 BUNNELL, FL 32110		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Joseph King	9a. Phone No. 386-3134256	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/11/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/10/2021 to 03/09/2024 Budget Period 03/10/2021 to 03/09/2024			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
SAFER	97.083	2020-F9-GF01 - P431-xxxx-4101-D	\$0.00	\$3,256,070.85	\$3,256,070.85	\$0.00
Totals			\$0.00	\$3,256,070.85	\$3,256,070.85	\$0.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Joseph King	DATE 09/18/2020
18. FEMA SIGNATORY OFFICAL (Name and Title) Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	DATE 09/11/2020

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

SUBJECT: Consideration of Approval of the Environmentally Sensitive Lands Project Ranking List as Recommended by the Lands Acquisition Selection Advisory Committee.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: On February 10, 2025, the Environmentally Sensitive Lands Acquisition Selection Advisory Committee (LAC) held a meeting to rank project applications and consider recommending projects to the Board of County Commissioners for acquisition.

In accordance with the policies and procedures contained in the Land Acquisition Manual, the LAC places parcels determined to meet the program goals and objectives in a priority list. The properties are then ranked in priority order by a committee vote during a public meeting. Then, the LAC recommends the list as the priority for acquisition by the Board. There are eight projects listed at the current time: seven on the Priority A List, and one on the B List.

Board approval of this list allows staff to undertake discussions with applicants regarding a potential purchase of their property and enables staff to expend ESL Program funds as part of the County's due diligence in advance of any purchase. Any agreement negotiated by the Negotiation Team will return to the LAC for recommendation to the Board and ultimately to the Board for approval or denial of any purchase.

Existing funds and funds available via bonding under the current tax assessment could not acquire all projects currently listed. The LAC has placed these projects in a prioritized order as outlined in the Land Acquisition Manual. Staff will contact the respective property representatives to discuss a potential acquisition.

February 2025 Priority Ranking Results	
Property ID	Final Rank
Priority A List	
Marlow (fee)	1
Cowart – Double C Ranch (less-than-fee)	2
Cowart – Crescent Lake (less-than-fee)	3
Peterson (fee)	4
Lastinger (less-than-fee)	5
Johnston (fee or less-than-fee)	6
Townsend (fee or less-than-fee)	7
Priority B List	
Melvin (fee or less-than-fee)	

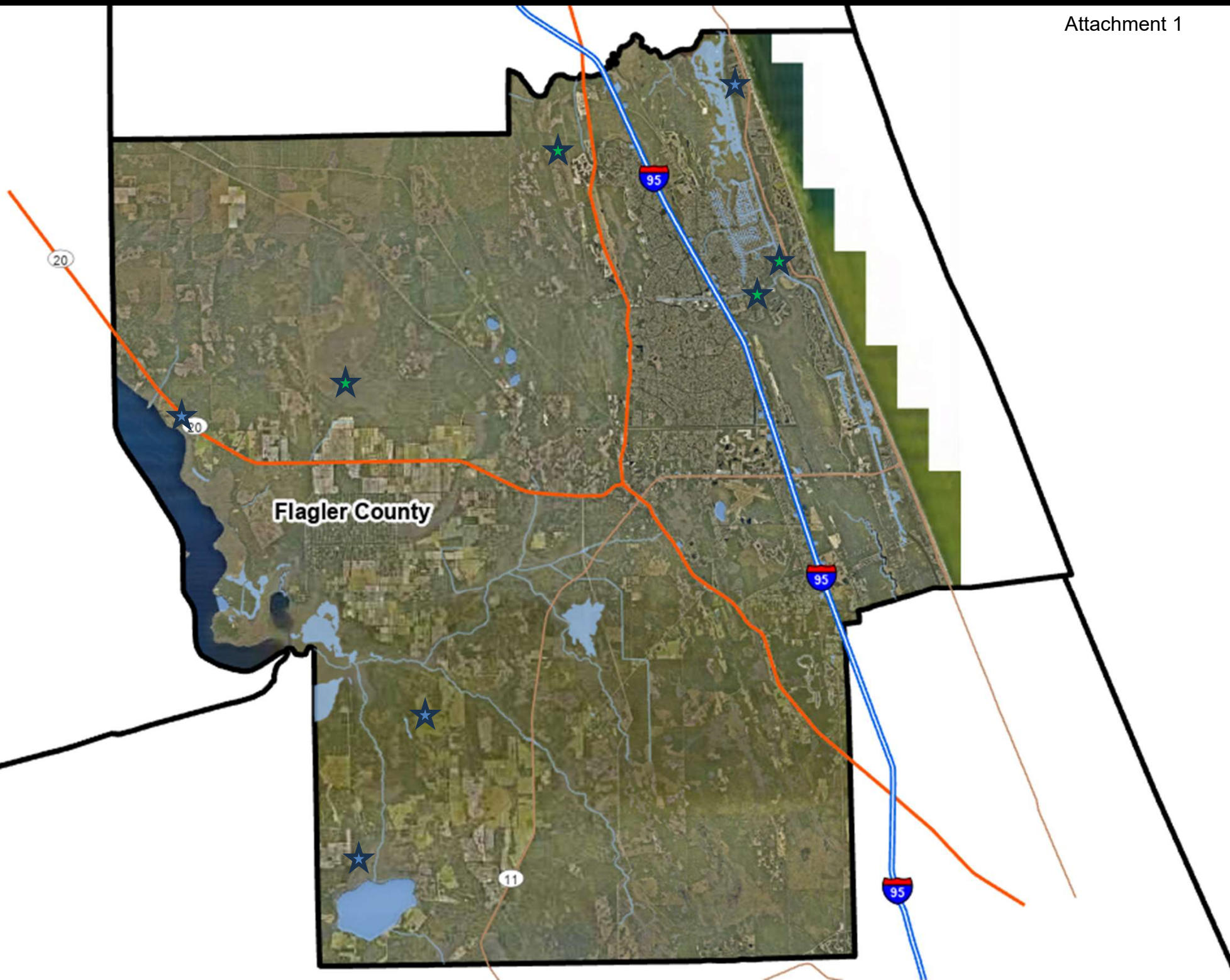
FUNDING INFORMATION: A total of approximately \$9,500,000 is currently available in the ESL Program account for purchase of environmentally sensitive lands. Any potential property purchase and/or financing will be brought back to the Board for approval.

DEPARTMENT CONTACT: Erick Revuelta, Land Management (386) 313-4446

RECOMMENDATION: Request the Board approve the Environmentally Sensitive Lands project ranking list and authorize the staff Negotiation Team to open negotiations with listed applicants.

ATTACHMENT:

1. County Level Map of prioritized properties.



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

SUBJECT: Consideration of a Piggyback on the 25-PB-038 Security Contract with Giddens Security Corporation.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: Staff is seeking Board approval to piggyback the Florida State Contract 92121500-24-STC for a Cooperative Purchase Agreement with Giddens Security Corporation for a not to exceed amount of \$400,000.00 The contract will allow the County to continue security services under the contract in the new fiscal year. These services are being utilized at the Kim Hammond Justice Center and the Government Services Building.

STRATEGIC PLAN:

- Focus Area: Growth and Infrastructure
 - Goal 1 – Provide Quality Fundamental Infrastructure and Assets

FUNDING INFORMATION: Funding for this contract is included in the FY 2024-25 Budget within the Government Services Building (GSB) and Facilities Management divisions.

DEPARTMENT CONTACT: Robert Rounds, Purchasing Manager 386-313-4097

RECOMMENDATION: Request the Board approve the Giddens Security Corporation contract.

ATTACHMENTS:

1. Giddens Contract



County of Flagler

25-PB-038

SECURITY GUARD SERVICES

This Cooperative Purchase Agreement (“Agreement”) by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, (“County”), and Giddens Security Corporation, a Florida corporation, whose address is 528 S Edgewood Avenue, Suite 1, Jacksonville, FL 32205, (“Contractor”).

RECITAL

A. The County desires to “piggyback” from the Florida State Contract 92121500-24-STC for security guard services, attached hereto as Attachment A and incorporated herein (“State of Florida Agreement”). The term of the State of Florida Agreement began on October 2, 2024 and expires September 30, 2027. Upon mutual agreement, the Parties may renew this contract, in whole or in part, pursuant to the incorporated Enterprise Standard Terms and Conditions.

B. The Flagler County Board of County Commissioners, on March 3, 2025, approved of this Cooperative Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Contractor and the County agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **TERM:** The term of this Agreement is March 3, 2025 through September 30, 2027 with the option to renew based on mutual agreement.

3. **SCOPE OF WORK:**

A. The Contractor agrees to provide the Services as specifically described and set forth in the State of Florida Agreement. The provisions of this Agreement shall control in the event of any conflict between it and the provisions of the State of Florida Agreement.

B. The Contractor represents and warrants to the County that: (i) it possesses all qualifications, licenses and expertise required under the Solicitation Documents for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the County, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to the County; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in accordance with the State of Florida Agreement.

4. **COMPENSATION:** The County agrees to pay the Contractor for the faithful performance under this Agreement based on the provisions of the State of Florida Agreement.

5. **OWNERSHIP OF DOCUMENTS:** The Contractor understands and agrees that any information, document, report or any other material whatsoever which is given by the County to the Contractor or which is otherwise obtained or prepared by the Contractor pursuant to or under the terms of this Agreement is and shall

at all times remain the property of the County. The Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the County, which may be withheld or conditioned by the County in its sole discretion. Failure to submit any document requested by the County within seven (7) calendar days will, with the option of the County, constitute a default of the Agreement and shall be cause for the County to withhold payments until documents are delivered.

6. AUDIT AND INSPECTION RIGHTS:

A. The County may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the County to the Contractor under this Agreement, audit or cause to be audited those books and records of the Contractor which are related to the Contractor's performance under this Agreement. The Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. The County may, at reasonable times during the term hereof, inspect the Contractor's facilities and perform such tests, as the County deems reasonably necessary, to determine whether the Services required to be provided by the Contractor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. The Contractor shall make available to the County all reasonable facilities and assistance to facilitate the performance of tests or inspections by County representatives. All tests and inspections shall be subject to, and made in accordance with the County Code, as same may be amended or supplemented, from time to time.

7. **AWARD OF AGREEMENT:** The Contractor represents and warrants to the County that it has not employed or retained any person or company employed by the County to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8. **PUBLIC RECORDS:** The Contractor acknowledges that it has read and understands and agrees to comply with the Florida Public Records Law. Pursuant to Section 119.0701(2), Fla. Stat., the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Fla. Stat., made or received by the Contractor in conjunction with this Agreement. Specifically, the Contractor shall:

- Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services including, but not limited to, correspondence and reports;
- Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

The Contractor shall promptly provide the County with a copy of any requests to inspect or to copy public records in possession of the Contractor and shall promptly provide the County with a copy of the Contractor's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, (386) 313-4005; PUBLICRECORDS@FLAGLERCOUNTY.GOV; or 1769 E. MOODY BLVD., BLDG. 2, BUNNELL, FL 32110

9. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** The Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, disclosures, etc. County and the Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

10. **INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the County and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with: (i) the performance or non-performance of the Services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Contractor or its employees, agents or subcontractors (collectively referred to as "Contractor"), unless it is, or is alleged to be caused in whole (whether individual, joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them, or (ii) the failure of the Contractor to comply with any of the paragraphs herein or the failure of the Contractor to conform to statutes, ordinances, or other regulations or requirements of any governmental authority in connection with the performance of this Agreement. The Contractor expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of the Contractor, or any of its subcontractors, as provided above, for which the Contractor's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. This section shall survive the termination of this Agreement.

11. **DEFAULT:** If the Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then the Contractor shall be in default. Upon the occurrence of a default hereunder the County, in addition to all remedies available to it by law, may immediately, upon written notice to the Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the County to the Contractor while the Contractor was in default shall be immediately returned to the County. The Contractor understands and agrees that termination of this Agreement under this section shall not release the Contractor from any obligation accruing prior to the effective date of termination. Should the

Contractor be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, the Contractor shall be liable to the County for all expenses incurred by the County in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the County in the re-procurement of the Services, including consequential and incidental damages.

12. **RESOLUTION OF CONTRACT DISPUTES:** The Contractor understands and agrees that all disputes between the Contractor and the County based upon an alleged violation of the terms of this Agreement by the County shall be submitted to the Procurement & Contract Services Manager for his/her resolution, prior to the Contractor being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$50,000.00, the Procurement & Contract Services Manager shall forward his/her recommendation to the County Administrator whose decision shall be approved or disapproved by the County Commission. The Contractor shall not be entitled to seek judicial relief unless: (i) it has first received County Administrator's written decision, approved by the County Commission if the amount of compensation hereunder exceeds \$50,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the Procurement & Contract Services Manager a detailed statement of the dispute, accompanied by all supporting documentation (90 days if County Administrator's decision is subject to County Commission approval); or (iii) County has waived compliance with the procedure set forth in this section by written instruments, signed by the County Administrator.

13. **TERMINATION RIGHTS:**

A. The County shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to the Contractor at least thirty (30) business days prior to the effective date of such termination. In such an event, the County shall pay the Contractor compensation for Services rendered and expenses incurred prior to the effective date of termination. In no event shall the County be liable to the Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. The County shall have the right to terminate this Agreement, with notice to the Contractor, upon the occurrence of an event of default hereunder. In such event, the County shall not be obligated to pay any amounts to the Contractor and the Contractor shall reimburse to the County all amounts received while the Contractor was in default under this Agreement.

14. **INSURANCE:** The Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by the Flagler County Purchasing Policy. The minimum amounts and types of Insurance required are reflected in Attachment "B", which is deemed as being incorporated by reference herein. All such insurance, including renewals, shall be subject to the approval of the Procurement & Contract Services Manager for adequacy of protection and evidence of such coverage shall be furnished to the County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the Services under this Agreement without thirty (30) calendar days prior written notice to the County or, alternatively, reconfirmation of the insured status of coverage in accordance with Attachment B. Completed Certificates of Insurance shall be filed with the County prior to the performance of Services here

under, provided, however, that the Contractor shall at any time upon request file duplicate copies of the policies of such insurance with the County.

If in the judgment of the Procurement & Contract Services Manager prevailing conditions warrant additional liability insurance coverage or coverage which is different in kind, the County reserves the right to require the provision by the Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

15. **ASSIGNMENT:** This Agreement shall not be assigned by the Contractor, in whole or in part, without the prior written consent of the County, which may be withheld or conditioned, in the County's sole discretion.

16. **NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO THE CONTRACTOR:

Giddens Security Corporation
528 S Edgewood Avenue
Suite 1
Jacksonville, FL 32205

TO THE COUNTY:

Flagler County BOCC
Attn: Office of Procurement and Contracts
1769 E. Moody Blvd., Building 2
Bunnell, Florida 32110

17. **MISCELLANEOUS PROVISIONS:**

A. This Agreement shall be construed and enforced according to the laws of the State of Florida except its conflict of laws provisions. Venue for any legal proceedings shall be in the Seventh Judicial Circuit in and for Flagler County, Florida. In order to expedite the conclusion of any litigation between them involving this Agreement, the parties mutually waive their right to demand a jury trial and/or file permissive counterclaims in such civil actions.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the

extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

18. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

19. **INDEPENDENT CONTRACTOR:** The Contractor has been procured and is engaged to provide Services to the County as an independent contractor, and not as an agent or employee of the County.

20. **CONTINGENCY CLAUSE:** Funding for this Agreement is contingent upon the availability of funds and continued authorization for program activities, and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

21. **REAFFIRMATION OF REPRESENTATIONS:** The Contractor hereby reaffirms all of the certifications contained in the State of Florida Agreement.

SIGNATURE

Tom Bexley

FULL NAME

DATE SIGNED

Clerk of the Circuit Court and Comptroller

TITLE

SIGNATURE

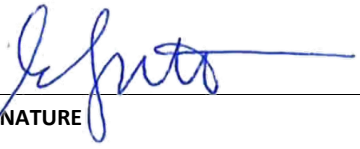
Andrew S. Dance

FULL NAME

DATE SIGNED

Chair of Flagler County Board of County Commissioners

TITLE



SIGNATURE

Sarah E. Spector

FULL NAME

2.20.2025

DATE SIGNED

Assistant County Attorney

TITLE

Giddens Security Corporation

SUPPLIER NAME

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

ATTEST

SIGNATURE

FULL NAME

DATE SIGNED

TITLE

ATTACHMENT "A"

Agreement between State of Florida and Giddens Security Corporation as presented at the March 3, 2025 meeting of the Flagler County Board of County Commissioners on file with the Clerk of County and with the Procurement & Contract Services Manager of Flagler County.



**State Term Contract
No. 92121500-24-STC
For
Security Guard Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Giddens Security Corporation** (Contractor) with its principal place of business located at **528 S. Edgewood Avenue, Suite 1, Jacksonville, FL 32205**, collectively referred to herein as the "Parties."

Pursuant to ITB No. 23-92121500-ITB-V3, the Contractor was awarded to provide Security Guard Services in the following Region(s): **1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11**

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on October 1, 2024, or on the last date this Contract is signed by all Parties, whichever is later. The Contract shall expire on September 30, 2027, unless terminated earlier or renewed in accordance with the Enterprise Standard Terms and Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, pursuant to the incorporated Enterprise Standard Terms and Conditions.

III. Order of Precedence.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

- a) This Contract document
- b) Exhibit A, Scope of Work
- c) Exhibit C, Enterprise Standard Terms and Conditions
- d) Exhibit B, Contractor's submitted Price Sheet
- e) Exhibit D, Region Map
- f) Exhibit E, SLA Document

**State Term Contract No. 92121500-24-STC
For
Security Guard Services**

IV. Contract Management.

Department's Contract Manager:


Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: Frank.Miller@dms.fl.gov

Contractor's Contract Manager:

Adam Giddens
Giddens Security Corporation
528 Edgewood Avenue South
Jacksonville, FL 32205
Telephone: (904) 384-8071
Email: AGiddens@GiddensSecurity.com

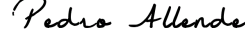
IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

Giddens Security Corporation

DocuSigned by:

6FB268B2C399438...
Adam Giddens, CPA
Chief Financial Officer

10/1/2024 | 6:08 AM PDT
Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

C94713929499485...
Pedro Allende, Secretary

10/2/2024 | 9:16 AM EDT
Date:

Exhibit A Scope of Work

1. Purpose

To provide Customers with Security Guard Services, pursuant to the terms set forth in this Scope of Work (SOW). A map of the service regions is set forth in Exhibit D, Region Map.

2. Commodity Code List

UNSPSC	Class/Commodity Description
92121500	Guard services
92121502	Burglary protection services
92121504	Security guard services

3. Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Exhibit C, Enterprise Standard Terms and Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Ancillary Equipment – May be provided to Customers in addition to Security Guards. Ancillary Equipment is considered optional and only the items listed on the Price Sheet can be purchased.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer’s location.

Commodity Code –The State’s numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor for the Security Guard Services STC.

Contractor – A vendor that enters into a Contract with the Department as a result of ITB No. 23-92121500-ITB-V3.

Contract Manager – The representative designated by the Customer who will oversee all aspects of the Customer’s Contract, monitor expectations, and serve as the primary point of contact for the Contractor.

Customer – A State Agency (inclusive of the Department) or Eligible User.

Department – The Department of Management Services, a State Agency.

Duly Qualified – possessing the requisite skills, abilities, credentials, and experience.

Duty Roster – The assigned Security Guards work schedule.

Florida Law Enforcement Officer – as defined in section 943.10 (1), F.S., any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Off Duty – not engaged in one's regular work.

End User – The person or entity that uses the commodity or service.

Extraordinary Single Incident Report – A report that is completed when a rare, unusual, significant, or uncommon event occurs during a shift.

Facilities – Those facilities for which the SLA shall apply as identified in Exhibit F, Facility List.

Facility Manager – The local Customer representative designated for a facility to oversee and manage a facility, who will serve in a contract management capacity for the applicable facility.

Fire and Life Safety Program – Instruction on protocol regarding fire and life safety.

Guard Tour Patrol System – An electronic patrolling system used to log the rounds conducted by the Security Guard on post at any given time during his or her assigned shift that documents the time and date that patrols have taken place.

Post Orders – Defines the security guard's duties – the "what, when, where, and why."

Security Guard – A person licensed to provide services as a Security Guard in accordance with Chapter 493, F.S. The term Security Guard, Security Officer, and Security Guard Officer may be used interchangeably.

Security Guard Services or Services – The enforcement of rules, regulations or procedures adopted to ensure prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, or security incidents. Includes provision of Security Guards, any Ancillary Equipment, and all obligations of Contractor under the Contract.

Service Level Agreement (SLA) – A document executed by a Customer and the Contractor which includes, but is not limited to, tasks, deliverables, expectations, timelines, and financial consequences for non-performance that a Contractor shall provide to the Customer.

Site-Specific – Specific to that particular location.

State – The State of Florida.

United Nations Standard Products and Services Code (UNSPSC) – A commodity code list used by the State.

4. Scope of Work

4.1 Description of Scope

The Contractor will provide Security Guard Services for the awarded regions of service as set forth in the Contract. The Contractor shall ensure Security Guards and any provided Security Guard Services properly carry out the primary duty of safeguarding Customer employees, the general public, and the applicable property. The Contractor shall provide all labor, supervision, materials, and equipment necessary to perform and complete the services in all respects in accordance with the Contract (including any Customer SLA). The Contractor shall perform all services in a timely and professional manner and in accordance with the terms of the Contract (including any Customer SLA).

4.2 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the requirements, specifications, terms, and conditions of the Contract (including any Customer SLA). Additionally, the Contractor shall ensure that all commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver a Service(s) and/or commodity that is fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

4.3 Request for Quote Requirements

Customers shall use a Request for Quote in accordance with section 287.056(2), F.S., when making purchases off the Contract. The terms of the Customer's purchase shall not conflict with the terms and conditions established by the Contract. In accepting a Customer's purchase, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

5. Operational Hours

5.1 Contractor will maintain an administrative office during the term of the Contract, and any renewals, which shall be open from 8:00 a.m. through 5:00 p.m. at the Customer's location, on business days. The administrative office does not need to be open on holidays observed by state agencies as defined in the Holidays section of the Scope of Work.

5.2 Provision of Security Guard Services and Ancillary Equipment may vary based on each Customer's service needs. Security Guard positions, service lengths (long and short term) and hours (full time, part time and occasional) may vary. Service lengths are as follows:

5.2.1 Long Term Commitment: One or more years of Security Guard Services provided to a Customer

- 5.2.2 Short Term Commitment:** Less than one year of Security Guard Services provided to a Customer
- 5.2.3 Full Time:** 35 to 40 hours per week of Security Guard Services provided to a Customer
- 5.2.4 Part-Time:** 1 to 34 hours per week of Security Guard Services provided to a Customer
- 5.2.5 Occasional:** Days, hours, and frequency of Security Guard Services provided to a Customer may vary. This type of length of service includes regularly scheduled events held monthly, quarterly, or semi-annually, or single events or circumstances.

- 5.3** Security Guards may not work more than 40 hours a week unless authorized to do so by the Customer in writing prior to the provision of services in excess of 40 hours per week.
- 5.4** No Security Guard shall work more than 12 consecutive hours, in any 24-hour period. This limitation may be waived by the Customer in emergency situations that are beyond the control of the Contractor, i.e., weather conditions preventing the next shift from getting to the facility. The Contractor must notify the Facility Manager and the Customer's designated point of contact about any emergency situation as it occurs and request a written waiver of this term for each occurrence.

6. Licensing Requirements/Eligibility Requirements

- 6.1** All armed and unarmed Security Guards must have the applicable state of Florida Department of Agriculture and Consumer Services Security Guard Class license(s) necessary for the position they serve under the Contract, which are to be kept current and on the Security Guard's person while on duty.
- 6.2** The Contractor is to hold a current state of Florida Department of Agriculture and Consumer Services Class "B" Security Agency license.
- 6.3** The Contractor shall ensure that its company, and all employees, have valid, current licenses in accordance with Chapter 493, Florida Statutes, to perform Security Guard Services throughout the Contract term, including any renewals. The Contractor shall provide copies of licenses and certificates to the Department or Customer upon request.
- 6.4** The Contract, and any Customer SLA, may be terminated if an unlicensed individual performs services under the Contract for any Customer.
- 6.5** All armed and unarmed Security Guards employed by the Contractor must have a minimum of one year of similar Security Guard Services experience.
- 6.6** All supervisory staff must have at least three years of similar Security Guard Services experience.
- 6.7** The Contractor must notify both the Customer's Facility Manager and Contract Manager, as well as the Department's Contract Manager, in writing within one calendar day upon discovering that any employed Security Guard no longer has a valid, active license

necessary to provide Security Guard Services. Upon such notification, the Contractor must immediately remove the unlicensed person from service and will arrange for a new Security Guard to provide Security Guard Services for the impacted Customers within a time frame mutually agreed upon by the Contractor and the Customer.

7. Position Descriptions

The following are descriptions of Security Guard positions which may be offered under the Contract for Customers:

- 7.1 Security Guard Level I:** An unarmed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license.
- 7.2 Security Guard Level II:** An unarmed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and a minimum of two years prior experience as a Class “D” licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.
- 7.3 Security Guard Level III:** An armed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of two years prior experience as a Class “D” licensed Security Guard Officer is required. A two-year background in law enforcement may be substituted for prior years of experience.
- 7.4 Security Guard Level IV:** An armed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of five years prior experience as a Class “D” licensed Security Guard Officer and a minimum of two years prior experience serving as a Class “D” licensed Security Guard with a Class “G” Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience.
- 7.5 Security Guard Level V:** An armed or unarmed individual with a Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of five years prior experience as a Class “D” licensed Security Guard with a Class “G” Statewide Firearm license. A five-year background in law enforcement may be substituted for prior years of experience. The individual shall also have the ability to supervise, monitor, and regulate individuals with a Class “D” Security Guard license and a Class “G” Statewide Firearm license in their performance of their assigned duties under the Contract. This level of Security Guard may be a site-supervisor when a Customer requires multiple Security Guards present at the same time to coordinate security service efforts.
- 7.6 Security Guard Level VI:** An armed or unarmed individual with Florida Department of Agriculture and Consumer Services Class “D” Security Guard license and Class “G” Statewide Firearm license. A minimum of ten years’ experience as a Class “D” licensed Security Guard with a Class “G” Statewide Firearm license. A ten-year background in law enforcement may be substituted for prior years of experience. The individual shall have the ability to supervise, monitor, and regulate Security Guard individuals with a Class “D” Security Guard license and a Class “G” Statewide Firearm license in their performance of assigned duties. When a Customer requires multiple site-supervisors for large or complex

sites, this level of Security Guard may be a project manager responsible for coordination of all security service efforts, including managing site-supervisors.

7.7 Emergency Response Security Guards: These are licensed Security Guards, either armed or unarmed, who provide services when an executive order has been issued by a governmental entity. An unarmed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license. An armed Emergency Response Security Guard shall have a Florida Department of Agriculture and Consumer Services Class "D" Security Guard license and Class "G" Statewide Firearm license. The Contractor will be required to provide Emergency Response Security Guards as specified by the Executive Order and/or at the Customer's request. Emergency Response Security Guards must have training in first response and may be required to work irregular hours, work more than eight hours per day, work extended periods (including weekends and holidays), work at locations other than their official headquarters, and/or work in adverse conditions. Travel expenses for the Emergency Response Security Guards shall be on a cost reimbursement basis, in accordance with Section 112.061, F.S. Customers may have additional policies regulating travel which the Emergency Response Security Guards may need to adhere to.

8. Tasks/Deliverables

The Contractor will be responsible for the following tasks/deliverables at/for each location:

- 8.1** Furnish trained and qualified armed and unarmed Security Guards to provide services as requested by the Customer. This service will be continuous regardless of weather, disaster, or threatened or actual organized labor actions.
- 8.2** Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.
- 8.3** Require Security Guards to enforce the Customer's and the Contractor's security policies, procedures, and orders and ensure Security Guards perform all duties in accordance with the terms of the Contract and the written instructions in a Customer's SLA.
- 8.4** Designate a single point of contact to be the liaison for the State and Contractor staff in order to handle the day-to-day operations.
- 8.5** Work with the Customer to develop site-specific instructions and Post Orders within 30 days from SLA execution. These instructions and Post Orders may include, but are not limited to; standing security post, roving security patrols, monitoring security systems, supervising other security guards maintaining security infrastructure, and carrying out other basic security tasks as required by individual properties. All site-specific instructions and Post Orders are to be approved by the Customer prior to finalizing and distributing to Security Guards. Security Guards are responsible for reviewing and complying with the instructions and Post Orders.
- 8.6** Create Standards of Conduct that the Security Guards must abide by and provide a copy of the Standards of Conduct document to the Department's Contract Manager or designee upon request.

- 8.7** Maintain a Duty Roster of all Security Guards and security management employees, to be provided to the Customer on a monthly basis. Any person(s) who reports for work and identifies themselves as someone other than a person listed upon the official Security Guard Duty Roster shall be denied access to the facility and reported to the proper authorities.
- 8.8** Ensure all Security Guards display a picture I.D. when working at a Customer's site.
- 8.9** The Security Guard Services provided to Customers will include, but not be limited to, ensuring Security Guards perform the following:
 - 8.9.1** Maintain discipline, professional appearance in accordance with the Uniforms and Equipment section of this SOW, professional demeanor, integrity, and attention to duty.
 - 8.9.2** Review and administer the Customer's site security procedures, instructions, and Post Orders.
 - 8.9.3** Review and comply with the applicable Customer standards of conduct and ethics.
 - 8.9.4** Perform access control of persons, vehicles, and other property.
 - 8.9.5** Perform site surveillance (by either foot or vehicle).
 - 8.9.6** Identify and provide a written report of security and safety violations within 24 hours to the Customer, unless immediate action is necessary. Security Guards are to have effective report writing skills.
 - 8.9.7** Ensure Security Guards maintain files for security-related documentation at each security station (Post Orders, Site-specific instructions, training materials, etc.).
 - 8.9.8** Assist the Customer's personnel in emergency situations as identified by the Customer. If an emergency extends beyond the normal working hours, the Security Guard will be paid for additional hours at the standard rate of pay. Security Guards may be diverted by the Customer from normal assignment duties to respond to emergency situations or special duty assignments. No additional costs shall be charged to the Customer for such diversion of Security Guards for emergency situations; however, the Contractor will not be penalized for any regular daily work task not completed by the Security Guard due to their participation in such emergency activities.
 - 8.9.9** Take prompt action to prevent or minimize losses, accidents, fires, property damages, safety hazards, and security incidents. The Security Guard will take appropriate action on any breach of security, suspicious activity, or safety hazard by notifying local Law Enforcement, Emergency Medical Services (EMS), and the Customer's Facility Manager.
 - 8.9.10** Assist Customer staff in the execution of testing a facility's Fire and Life Safety Program.

- 8.9.11** Operate the Customer's security console, security system, elevator system, fire and life safety system, and other safety devices installed and maintained by the Customer as reviewed, discussed, and provided during on-the-job training.
- 8.9.12** Monitor alarms, surveillance screens, and recording devices. This includes monitoring the fire alarm system and responding to any sites where an alarm has been activated, taking appropriate action when needed, and communicating findings to the Customer to determine if the situation warrants contacting the police or the fire department.
- 8.9.13** Investigate unusual occurrences in and about the premises and maintain an awareness of special activities taking place throughout the facility and property.
- 8.9.14** Conduct random walking patrols at least two times every hour throughout the Customer's facility (including interior stair wells), grounds, and parking lots, being alert for suspicious persons, suspicious packages, personal and Customer's property exposed to theft, and safety concerns. Security Guards shall vary their rounds so as not to be predictable in the arrival times or the time spent at each location.
- 8.9.15** Inspect exterior doors for proper lock down at the facility's set closing time.
- 8.9.16** Where applicable, ensure availability as required for special events and situations where Customer provides Contractor with 24 hours advanced notice.
- 8.9.17** Be capable of performing their duties in response to any on-site call received from the Customer within five (minutes of receiving the call.
- 8.9.18** Where applicable, comply with the Customer's hazardous materials communication program and the Customer's asbestos operations and maintenance program, which the Customer will provide to the Contractor upon Contract execution.
- 8.9.19** Read and become familiar with applicable State of Florida and Customer's security policies and procedures, to include evacuation procedures.
- 8.9.20** Provide Customer with a replacement Security Guard(s) when Customer requests to rotate or transfer Security Guard(s) when deemed necessary, or at time intervals specified in the SLA.

9. Hiring Standards/Maintaining Employment

The Contractor shall ensure the Security Guards meet or exceed the minimum hiring standards set forth below before assignment to a Customer. The Contractor shall ensure the Security Guards maintain these standards for employment throughout the Contract term, including any renewal term. The Customer reserves the right to request proof of compliance with standards, interview employees, and reject any employee that it deems unqualified.

9.1 Minimum Hiring Standards

The Department requires the Contractor's Security Guards meet or exceed the minimum standards set forth below before assignment to the premises:

- 9.1.1** Must possess a state issued identification card.
- 9.1.2** Must possess a valid and active driver's license if assigned to drive a motor vehicle to provide security guard services.
- 9.1.3** Successfully pass a drug test upon hire.
- 9.1.4** Prior to assignment to the Customer premises, and when Contractor performs refresh background screening, successfully pass a background check, ordered and paid for by the Contractor, through a law enforcement agency or a Professional Background Screener accredited by the National Association of Professional Background Screeners or a comparable standard which will include a check of the following databases:
 - Social security number trace, and
 - Criminal records (Federal, State and County criminal felony and misdemeanor, national criminal database for all states which make such data available).
- 9.1.5** Successfully pass any other background investigations as required by the Customer SLA.
- 9.1.6** Successfully pass a pen and paper literacy test administered by the Contractor including, but not limited to, spelling and grammar. Contractor shall furnish results to Customer or DMS upon request.
- 9.1.7** Complete all required training courses as mandated in state and locality of employment.
- 9.1.8** Meet state licensing requirements for the applicable Security Guard position prior to placement in accordance with the applicable provisions in Chapter 943, F.S., and Chapter 5N-1, F.A.C.
- 9.1.9** The Contractor's employees must be able to read, write, speak, and understand English clearly. Additionally, upon Customer's request, Security Guards must be bilingual, with English as the primary language and Spanish as the secondary language. This requirement will be exercised on a case-by-case basis and will be specified in the Customer SLA.
- 9.1.10** Must be physically able to accomplish various tasks that must be performed including, but not limited to, quickly ascending and descending multiple flights of stairs and lifting weight of at least 40 pounds (unless written approval is obtained from the Department that either of or both of these physical requirements are not necessary).
- 9.1.11** Maintain a well-developed level of maturity necessary for professional interaction.

- 9.1.12** Maintain a neat, clean, well-groomed, and professional appearance while providing services in accordance with the Uniforms and Equipment section of this SOW.
 - 9.1.13** Act in accordance with the terms and conditions of the Contract (including the Customer SLAs).
 - 9.1.14** Be familiar with, and ensure the facilities are in compliance with, all existing standards, codes, rules and regulations. Report any failures or insufficiencies in the delivery of any service to the Customer.
 - 9.1.15** Be responsive at all levels of service to meet Customer needs.
- 9.3** The Contractor's hiring practices will be in conformance will all relevant federal and state employment laws.
- 9.2** The Contractor must have a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items, (including simulated (look-alike) drugs, drug paraphernalia, alcohol, unapproved firearms, explosives, and other weapons). The written policy must include procedures for maintaining a comprehensive drug and alcohol testing program. The Contractor will be solely responsible for ensuring that employees assigned to a facility have been informed of and understand the Contractor's written policy. The Contractor will ensure that copies of said policy are provided to all Security Guards, to the Customer, and the Department upon request.
- 9.3** Security Guards found in violation of the Contractor's written policy, including personnel who return a positive test on a drug screen in violation of the Contractor's approved policy, will not be assigned to a facility or must immediately cease providing services under the Contract. It will be the responsibility of the Contractor to timely provide replacement services at the Customer location. The Contractor will be required to comply with and enforce this policy with respect to the Contractor's employees, as part of employment.
- 9.4** The use or possession of property belonging to the Department, Customer, or another person without the permission of the rightful owner of such property is not permitted. Security Guards found in violation of this term must immediately cease providing services under the Contract and it will be the responsibility of the Contractor to timely provide replacement services.
- 9.5** The Customer shall reserve the right to contact local authorities to conduct reasonable searches of Security Guards, including privately owned vehicles, while on the property at any time, if permissible under applicable state and local laws.
- 9.6** Security Guards will not leave assigned posts at any time during a shift, unless relieved by the appropriate duty personnel, or unless specifically authorized by the Customer's Contract Manager or Facility Manager to leave the post. Security Guards shall bring their necessary meals for consumption on the premises. Security Guards are allowed to eat at desk/post.

10. Service Level Agreement

In regions where multiple Contractors have been awarded, Customers shall request a quote from all vendors awarded in the region. The Contractor is required to enter into an SLA with each Customer prior to providing any Security Guard Services for the Customer. Prior to the execution of the SLA, the Contractor shall discuss with the Customer the Security Guard Services requested and perform an on-site assessment, if necessary, to determine the most cost-effective methods of performing the required Security Guard Services. Customers shall create an SLA using Attachment H, Draft SLA, describing the specific Security Guard Services required by the Customer, as well as any unique requirements, prior to purchasing Security Guard Services from the Contract. Each Customer's SLA shall be attached to the purchase requisition in MyFloridaMarketPlace (MFMP) or incorporated into a formal contract between the Customer and the Contractor. Customers are permitted to negotiate terms and conditions which supplement those contained in the Contract. Such additional terms shall not conflict with the terms and conditions established by the Contract. Specific terms and conditions within an SLA are only applicable to that SLA and shall not be construed as an amendment to the Contract. The Contractor agrees it will not subcontract any of the Security Guard Services it provides pursuant to the Contract.

10.1 The Contractor shall:

- 10.1.1** Provide supervision of Security Guards to ensure compliance with the Contract and Contractor's security policies, procedures, and orders.
- 10.1.2** Ensure that current, applicable security licenses and driver's licenses or state identification cards are kept on the Security Guard's person while he/she is on duty.
- 10.1.3** Ensure that Security Guards perform all services in accordance with written instructions provided by the Customer's SLA.

10.2 At a minimum, each Customer's SLA must include the following:

- Term of services, not to exceed the term in the Contract,
- Contact information, including the Contract Manager, primary and secondary emergency call procedures,
- Additions to the Contract SOW (if applicable),
- Deliverables,
- Performance Measures, and
- Any Customer specific terms and conditions.

10.3 All SLA changes, modifications, deletions, or additions shall be in writing and must be mutually agreed upon by the Contractor and Customer prior to any such change taking effect.

11. Contract Transition

The Contractor will be required to perform, at no additional cost, transition services for Customers and the Department associated with the end of, or termination of, the Contract or a Customer's SLA to a replacement contract. The complete transition of existing services to replacement

services is hereby explicitly made a criterion for completing the Contract. As part of transition services, the Contractor shall:

1. Provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to any replacement contract.
2. Perform transition tasks for the Department or the Customer upon request, whether or not previously made available, including the following:
 - Provide all Customer documents, books, records, and other property relating to the applicable facility or facilities in Contractor's possession or control.
 - Provide current technical documentation, operations guides, and procedures the Contractor follows to provide the services.
 - Assist Customers with migration of databases and other repositories of information and all State of Florida data to the Customer in a format, method, and timeline acceptable to the Customer and that is consistent with current industry practices and standards.
 - Promptly answer all questions related to the transition and migration of the Contract and the Customer's SLA.
 - Provide such other services, functions, or responsibilities inherent or necessary to the transition of services to a replacement contract.

12. Customer Service

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following customer service tasks/deliverables:

- 12.1** The Contractor is to provide Customers with contact information for both the Contractor's financial, operations, and Contract administrators. He/she must have the requisite authority to solve problems and respond to Customer representatives on behalf of the company for all matters concerning the Contract. This information shall include:
- a. Name
 - b. Title
 - c. Email address
 - d. Office Telephone number(s)
 - e. Cellular Telephone number(s)
- 12.2** The Contractor shall maintain a 24-hours a day, 365 days per year call service so that Customers may order Security Guard Services and report any failures, insufficiencies, or other concerns in the delivery of Security Guard Services. This call center must be accessible by means of a single toll-free telephone number. This information must be displayed as signage on the Customer's premises at no additional cost to the Customer. Signage design, quantity, materials, and locations shall be approved by the Customer prior to posting in a Customer's facility, which will be outlined in the Customer's SLA.

- 12.3 The Contractor shall respond within one hour to a Customer's report of failures, insufficiencies, or other concerns in the delivery of Security Guard Services.
- 12.4 The Contractor shall promptly resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer and the Department within the timeframe established by the Customer or the Department.
- 12.5 The Contractor shall notify the Customer and the Department's Contract Manager immediately if it believes it cannot meet the level of service required in a Customer's SLA.

13. Contractor Inspections

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following inspection tasks/deliverables at/for each location:

- 13.1 The Contractor shall provide a manager (i.e., Regional and Corporate Headquarters) who will conduct regular, unannounced inspections to ensure Security Guards' compliance with established terms and conditions. The frequency of inspections will be determined in the Customer's SLA.
- 13.2 Inspections performed pursuant to the terms of the Customer's SLA will be documented by the Contractor and the observations from the inspections will be submitted monthly to the Customer Contract Manager.
- 13.3 The Contractor shall utilize inspections as an opportunity to identify areas requiring improvement and subsequently conduct further training and testing for the Security Guard(s) inspected and identified as needing additional improvement.

14. Uniforms and Equipment

- 14.1 Security Guards providing services under the Contract shall report to work in uniforms provided and paid for by the Contractor, unless otherwise specified by the Customer in the SLA. All Security Guards shall be appropriately uniformed in accordance with section 493.6305, F.S. The uniform must clearly identify the employee as a Security Guard working for the Contractor and include a picture ID badge prominently placed on the uniform. Badges may not resemble those of local law enforcement agencies. The uniform shall be neat, clean, pressed, and present a professional appearance. Shoes shall be shined in a manner that is satisfactory to the Customer. Security personnel reporting to work with a uniform that does not meet this standard will be required to change before reporting to work. Time spent changing into the appropriate uniform will not be billed to the Customer. Customers will provide the Contractor with notice of a security personnel reporting to work who is not in compliance with the terms set forth herein, and the Contractor shall provide an immediate replacement, as necessary, to avoid any lapse in coverage.
- 14.2 If the Customer requires a nonuniformed Security Guard, the Customer may also choose to waive the name badge requirement for those Security Guards.

14.3 Security Guards shall be equipped with redundant communication equipment, furnished by the Contractor at no additional cost to the Customer, to be able to communicate with their supervisor, their home office, 911, the local police, and the Customer's Contract Manager. The redundant communication equipment selected shall be in accordance with the Customer's SLA. This redundant communication equipment may include, but is not limited to:

- a. Stationary Telephone
- b. Cellular telephone with long-distance calling capabilities.
- c. Two-Way Radio
- d. Fax Machine

14.4 Keys or access cards to the Customer's property may be issued to Security Guards by the Customer for specific sites. The Contractor is responsible for securing and maintaining the keys or access cards in good working condition. Customers will replace lost keys or access cards at the Contractor's expense. The Security Guard on duty shall document all lost keys or access cards in a written report and provide it to the Customer's Contract Manager and Facility Manager.

14.5 Ancillary security vehicles, as set forth in Exhibit B, Price Sheet and the Ancillary Equipment section herein, requested by Customer are to be owned or leased, licensed, and insured by the Contractor. Vehicles used by the Contractor operated on Customer's premises shall prominently display the company's name and telephone number on the exterior of the vehicle. Security vehicles offered by the Contractor shall be operational, kept clean, in good repair, and well maintained at all times. The Customer shall not be responsible for any costs associated with Contractor's upkeep of the security vehicle(s). Parking terms for any security vehicles will be set forth in the Customer's SLA. The following insurance terms and conditions are applicable to the Contractor's service vehicles offered to the Customers through a Contract with the Department to provide ancillary service vehicles.

14.5.1 Automobile Liability Insurance:

Contractor shall obtain and maintain automobile liability insurance, including coverage for liability contractually assumed, which shall cover all owned, non-owned, and hired automobiles used in connection with the Contract. The minimum combined limits (inclusive of any amounts provided by an umbrella or excess policy) shall be \$500,000 for each occurrence-bodily injury and property damage combined and \$5,000 medical payment.

14.5.2 Self-Insurance:

For any insurance coverage required hereby, the Contractor may use a self-insurance program, provided such program has received prior written approval of the Department.

Insurance coverage as minimum liability:

- Bodily injury - \$200,000 per individual
- Bodily injury - \$500,000 per accident
- Property Damage - \$500,000
- Medical Payment - \$5,000
- Comprehensive - Non-Deductible
- Collision – Non-Deductible

14.6 The Customer will be responsible for making adequate workspace available for the Contractor at each facility. The Customer may furnish, without cost to the Contractor, materials, equipment, and space in connection with the Contractor's performance of Security Guard Services. Such materials, equipment, and space will be detailed in the Customer's SLA. The Contractor assumes full responsibility for all equipment and materials issued by the Customer for the performance of the services specified in the Customer's SLA. The Security Guards will keep the Customer's space provided in connection with the Contractor's performance of Security Guard Services clean and will not damage the Customer's space. The Contractor shall reimburse the Customer for any repairs to the Customer's space necessary due to the fault of the Contractor or Contractor's agents or employees. Upon termination of the Contract or any SLA, all Customer provided materials, equipment, and space shall be returned to the Customer in good operating condition, less reasonable wear, and tear.

14.7 The Contractor warrants that all products furnished under the Contract by the Contractor shall be free of defective material and workmanship for the life of the Contract, including renewal terms, and will be done so, as to avoid noncompliance.

14.8 If the Contractor damages the Customer's equipment, the Contractor shall replace all equipment and materials lost, damaged, or otherwise unavailable due to the fault of the Contractor or the Contractor's agents or employees:

14.8.1 In addition, the Contractor will be charged a \$100.00 per day penalty for equipment damage that results in any disruption of facility operations or the inability of the Contractor to perform the required contracted services, plus the cost of any employee productivity lost if the facility must be shut down or employees furloughed. The Customer, in coordination with the tenants of the facility affected, shall determine the costs of this productivity interruption. However, the Customer shall make the final decision on the costs. All such costs will be deducted from the Contractor's invoice.

15. Training

In addition to all other Tasks/Deliverables listed in this SOW, Contractor will be responsible for the following training tasks/deliverables:

15.1 Each Security Guard shall complete all trainings as required by the Contract and the Customer prior to being assigned to a facility. The Contractor shall be responsible for submitting all lesson plans for Contractor training courses and training records of employees to Customer's Contract Manager on a quarterly basis, and upon request.

15.2 The Contractor shall provide a designated Training Coordinator to serve as a point of contact for Customer representatives to ensure adequate training is conducted for all the Contractor's personnel. The Training Coordinator position may be held by a branch trainer or account manager as appropriate to the Contractor size. All formal training of Security Guards is to be administered by an appropriately certified (by an accredited institution of learning or governmental/educational certification body) and experienced individual with strong subject matter expertise. All training will be at the sole cost and expense of the Contractor, unless stipulated otherwise in the Customer's SLA. The Training Coordinator is responsible for the following:

15.2.1 Ensuring Security Guards receive ongoing training to maintain licensure in accordance with Chapter 493, Part III, F.S.

15.2.2 Training all staff in the Customer's initiative, customer service, code of conduct, ethics, conflict management, and sexual harassment prevention.

15.2.3 Coordinating and facilitating staff development, licenses, permits, and certifications.

15.2.4 Administering monthly tests as determined by the Customer for staff and re-training any Security Guard who fails an administered test.

15.2.5 Conducting Americans with Disabilities Act (ADA) training, to include service animal training.

15.2.6 Conducting Emergency Operation Procedures (EOP) training specific to the Customer's property/building.

15.2.7 Ensuring each Security Guard completes 16 hours of orientation and basic security training related to general high-rise and mid-rise building issues.

15.2.8 Ensuring each Security Guard completes 16 hours of Contractor supervised on-the-job training to include the Customer's designed training on an as needed basis.

15.2.9 Conducting quarterly Customer training for account managers as required.

15.2.10 Coordinating any specialized Security Guard training that is required by a Customer, which must be specified in the SLA. Customers shall cover the cost of specialized training under this section and the hourly rate for the Security Guard attending the specialized training.

15.3 The Customer's premises shall not be used as a training site for the Contractor's personnel, unless mutually agreed upon and specified in the Customer's SLA.

15.4 Mandatory Guard and Supervisor Training

The Contractor, at the Contractor's expense, shall ensure that newly assigned Security Guards and supervisors are trained at a minimum in the following areas:

- 15.4.1 Orientation and basic security training related to general high-rise and mid-rise building issues.
- 15.4.2 Patrol and observation techniques.
- 15.4.3 Report writing.
- 15.4.4 Customer services and public relations.
- 15.4.5 Fire safety and prevention.
- 15.4.6 Bomb recognition.
- 15.4.7 Conflict management.
- 15.4.8 Interpersonal skills.
- 15.4.9 Incident investigation.
- 15.4.10 Crime prevention.
- 15.4.11 Handling threatening or hostile individuals.
- 15.4.12 Handling violence in the workplace.
- 15.4.13 Computer operations.
- 15.4.14 Emergency call procedures to notify the police/sheriff department of appropriate jurisdiction.
- 15.4.15 Compiling employee log sheets to log the inspections and observations of rounds.
- 15.4.16 Operation of a two-way radio, cellular telephone or other device, to be able to call into the Contractor's headquarters.
- 15.4.17 Emergency call procedures to notify the Customer of a problem.
- 15.4.18 Procedures for identifying and handling suspicious packages.
- 15.4.19 Procedures for identifying and safely responding to bio-medical hazards.
- 15.4.20 Cardiopulmonary Resuscitation (CPR), First Aid, Blood Borne Pathogens, and the use of an Automated External Defibrillator (AED).
- 15.4.21 Americans with Disabilities Act (ADA) training, to include service animal training.
- 15.4.22 Emergency Operation Procedures (EOP) training specific to the Customer's property/building.
- 15.4.23 Where required by Customer, Contractor supervised on the job training to include Customer's designed trainings.

15.5 Mandatory On-Going Guard Training

Each Security Guard shall also receive a minimum of four hours of training every 12 months at the sole cost and expense of the Contractor. Subjects shall include, but are not limited to:

- 15.5.1 Customer service

- 15.5.2** Conflict management.
- 15.5.3** Report writing.
- 15.5.4** Interpersonal skills, including sexual harassment prevention training.
- 15.5.5** Incident investigation.
- 15.5.6** Crime prevention.
- 15.5.7** Handling threatening/hostile individuals.
- 15.5.8** Computer operations.
- 15.5.9** Fire prevention.
- 15.5.10** Observation skills.
- 15.5.11** Effective patrol techniques.
- 15.5.12** Vehicle Operating Training
- 15.5.13** Defensive driving training for all vehicle operators is required.

16. Ancillary Equipment

The Contractor may provide Ancillary Equipment in addition to Security Guards. Ancillary Equipment must support the Customer's Security Guard Services. Such equipment shall be detailed in the Customer's SLA and is limited to the following:

16.1 Vehicles

Equipment, to include motorized and non-motorized, used in conjunction with providing security guard services. The type of vehicles may vary depending upon the location of services: bicycle, golf cart, automobile, SUV, and 4WD truck.

17. Background Screening and Record Retention

All the Contractor's employees, approved subcontractors, and approved agents performing work under the Contract must comply with all security and administrative requirements of the Customer, as described in the Background Screening and Security section of Exhibit C, Enterprise Standard Terms and Conditions.

17.1 Self-Disclosure

The Contractor shall ensure that all persons have a responsibility to self-report within three calendar days to the Contractor any updated court disposition regarding any disqualifying offense, regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict). The Contractor shall immediately reassess whether to disallow that person access to any State of Florida premises or from directly performing services under the Contract. Additionally, the Contractor shall require that the person complete an annual certification that they have not received any additional criminal misdemeanor or felony records regardless of adjudication (adjudication withheld, a plea of guilty or nolo contendere, or a guilty verdict) for the disqualifying offenses and shall maintain that certification in the employment file.

In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days, any arrest for any disqualifying

offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest.

17.2 Duty to Provide Secure Data

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any display of such data or data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information. Data cannot be disclosed to any person or entity who is not directly approved to participate in the scope of work set forth in the Contract.

17.3 Customer's Ability to Audit Background Screenings, Inspect Locations and Ensure Contract Compliance

To ensure the Contractor is in compliance with the Contract and adhering to all applicable state and federal rules and regulations, the Customer or the Department reserves the right to audit or inspect the Contractor's background screening process, working area, location, or guard tour patrol system during the term of the Contract. For an audit or inspection to take place, the Customer shall notify the Contractor in writing at least 48 hours prior to the start date of any audit or inspection.

17.4 Record Retention

The Contractor shall retain a list of all persons with access to data, including a statement confirming that each person has passed the background screening required herein. Such a statement shall not include the substance of the screening results, only that the person has passed the screening. The Contractor shall create a written policy for the protection of data, including a policy and procedure for access to data. The Customer reserves the right to provide its own data policy for the Contractor to adhere to. The Contractor shall document and record, with respect to each instance of access to data:

- 1) The identity of all individuals who accessed data in any way, whether those individuals are authorized persons or not.
- 2) The duration of the individuals' access to data, including the time and date at which the access began and ended.
- 3) The identity, form, and extent of data accessed, including, but not limited to, whether the individual accessed partial or redacted versions of data, read-only versions of data, or editable versions of data; and
- 4) The nature of the access to data, including whether data was edited or shared with any other individual or entity during the duration of the access, and, if so, the identity of the individual or entity.

The Contractor shall retain the written policy and information required in this subsection for the duration of the Contract and a period of no less than five years from the date of termination of the Contract and any Contract extensions. The written policy and information required in this subsection shall be included in the Customer's audit and screening abilities as defined in subsection 17.3 of this SOW. The written policy and information required in this subsection shall also be subject to immediate disclosure upon written or oral demand at any time by the Customer or its designated agents or auditors.

Failure to compile, retain, and disclose the written policy and information as required in this subsection shall be considered a breach of the Contract. The resulting damages to the Customer from a breach of this subsection are by their nature impossible to ascertain presently and will be difficult to ascertain in the future. The issues involved in determining such damage will be numerous, complex, and unreasonably burdensome to prove. The Parties acknowledge these financial consequences are liquidated damages, exclusive of any other right to damages, not intended to be a penalty and solely intended to compensate for unknown and unascertainable damages. The Contractor therefore agrees to credit the Customer the sum of \$1,000 for each breach of this subsection.

18. Staff Assignments

- 18.1** The Contractor shall maintain Security Guards and supervisors that are ready to assist the Customer immediately in the event of flood, fire, natural/manmade disaster, or any other emergency. The Contractor will provide evidence of available utility/reinforcement Security Guards to the Customer's Contract Manager and Facility Manager when requested.
- 18.2** The Contractor is responsible for creating a master schedule for Security Guards provided in accordance with a Customer's SLA and providing it to the Customer in writing when requested. Prior to a Security Guard being assigned to a facility, whether a permanent employee or temporary replacement, the Contractor shall certify that all requirements of the Contract have been met. The Customer reserves the right to interview all new permanent or temporary employees prior to placement. The Contractor will supply the Customer's Contract Manager and Facility Manager with notification of any changes to the master schedule or vacation schedules no less than seven days in advance.
- 18.3** Contractor will maintain a group of substitute/alternate Security Guards trained on the Customer's facility for assignment as required. The Contractor will supply an updated list of trained Security Guards trained to perform security guard services at the Customer's facility on a quarterly basis or as requested by the Customer.
- 18.4** In the event the assigned Security Guard is unable to perform the services as required, the Contractor shall supply another Security Guard(s), as necessary, at no additional cost to the Customer, to ensure that all assignments are performed.
- 18.5** The Contractor shall provide coverage of additional shifts or special requests as approved by the Customer pursuant to this section and the Staffing Requirement and Security Guard Turnover Rate section of this SOW, at standard hourly billing rates.

19. Staffing Requirement and Security Guard Turnover Rate

- 19.1** It is the responsibility of the Contractor to ensure the Customer facility(ies) are staffed in accordance with the Customer's facility list as incorporated through the SLA for all scheduled shifts. Allowances shall not be granted to compensate for additional costs or personnel required to satisfy the staffing requirements in the event of illness, personnel absence, tardiness, or relief. The Contractor shall be solely responsible and liable for filling these positions including, but not limited to, finding replacement Security Guard(s) to work at a Customer facility(ies) as needed. A one-week advanced notification is required for any Security Guard taking approved leave time. The Contractor must provide

the name of the replacement Security Guard to the Customer's Contract Manager and Facility Manager, at least seven days in advance. In the event a scheduled Security Guard is unexpectedly not available for a duty shift, the Contractor shall ensure the Customer's Contract Manager and Facility Manager are notified immediately and the Customer's facility is timely provided a replacement Security Guard to cover the shift. The Contractor will not be compensated for any additional services performed, unless approved and authorized in a written SLA modification by the Customer.

- 19.2** The Contractor shall make Security Guard Services available to the Customer based on established scheduled hours for the proposed length of the Contract. Security Guards are not to work more than 40 hours in a work week unless overtime is requested and authorized in advance by the Customer in writing. For authorized overtime work, Customer may be invoiced up to one and one-half times the applicable contracted hourly rate. The Contractor will not invoice the Customer for unauthorized overtime hours worked and will be financially responsible for any additional compensation owed to an individual for overtime hours worked, beyond that invoiced to the Customer, in accordance with the Fair Labor Standards Act as set forth in 29 U.S.C. Chapter 8. This includes when Contractor employees are called in by Contractor to re-staff vacated shifts that do not have a permanent Security Guard stationed. The Customer reserves the right to add or subtract hours from a schedule as identified in the Customer's SLA with a 30 day written notice.
- 19.3** The Customer reserves the right to add facilities to each awarded region of service under the Contract. Security Guard Services at added facilities will be charged at the same established hourly rate for the Region. The Customer also reserves the right to delete facilities from Customer's facility list resulting in a price reduction equal to the amount set forth in the Contract pricing.
- 19.4** The Contractor may be authorized or required to furnish unscheduled uniformed Security Guards for the premises or other location(s) designated by the Customer according to the rates established in the pricing schedules and pursuant to all other provisions of the Contract.
- 19.5** If required by the Customer's SLA, the Contractor shall submit job descriptions for all positions to be approved by the Customer's Contract Manager.
- 19.6** Security Guard turnover rates are of primary concern to the Customer. The Contractor agrees to employ a continuous effort to achieve minimal turnover rates. Turnover shall mean the number of Security Guards hired to replace those leaving or dropped from the Contractor's work force. Turnover rates shall include Security Guards who willingly leave the company, are laid off from the work force, or are terminated for cause (not to include personnel changes at the Customer's request).
- 19.7** The Customer reserves the right to reject any employee of the Contractor whom the Customer deems is not qualified.

20. Coverage

The Contractor is responsible for maintaining sufficient staffing to ensure Security Guards are available to work at the Customer's facility list as incorporated through the SLA. Customer's

facility(ies) shall be staffed in accordance with the Customer's SLA. In the event there is no Security Guard available for any duty shift, the Contractor shall hire and pay a Duly Qualified Off Duty Florida Law Enforcement Officer to cover the shift at no additional cost to the Customer. An off-duty Florida Law Enforcement Officer will provide services wearing a law enforcement issued uniform.

20.1 Security Guard Supervision

The Contractor will provide assigned operations manager(s) to assure adequate supervision of all Contractor's personnel. All operations managers shall have earned their positions with proven performance records and may be interviewed by the Customer's Contract Manager prior to assignment. Operations managers' duties/responsibilities shall include, but are not limited to, the following:

20.1.1 Interview and approve all newly hired staff for the Customer's property portfolio.

20.1.2 Participate in the creation and quarterly updates of the Building Fire/Disaster Plans and Building Post Orders.

20.1.3 Ensure Security Guards maintain Contract compliance (i.e., training, licenses, certifications, etc.).

20.1.4 Facilitate effective communication with the Customer's on-site Facility Manager and Security Guards.

20.1.5 Recommend staffing, as needed.

21. Reporting and Documenting Procedures

21.1 The Contractor shall provide the Customer monthly written reports relating to key performance indicators and other matters including, but not limited to, cost minimization activities, service exception reports, satisfaction and performance surveys, periodic service requests, and monthly call center logs (with issue status reports).

21.2 The Contractor shall prepare written monthly reports for the Customer detailing the previous month's security-related activity and crime incidents that occurred at each post. Specific tables, charts, summaries, etc., will be included in these reports. The Contractor shall also summarize and submit these reports to the Customer on an annual basis on the anniversary date of the commencement of the Contract.

21.3 An Extraordinary Single Incident Report must be completed by the Contractor when a firearm is discharged, someone is injured, or a major criminal act or significant event occurs. An incident that requires an Extraordinary Single Incident Report will also be verbally reported by the Contractor to the Customer's Contract Manager and Facility Manager immediately after the incident occurs, with a preliminary report provided to the Customer's Contract Manager and Facility Manager the same day the incident occurs. A finalized Extraordinary Single Incident Report will be provided to the Customer's Contract Manager and Facility Manager within one business day of the incident occurring.

21.4 On a monthly basis, the Contractor shall provide a spreadsheet to the Customer listing

the name and other unique identifier for each employee assigned to each facility, indicating the location of deployment. As part of the Contractor's hiring process, the Contractor shall be responsible for screening prospective employees in order to be able to certify to the Customer in writing that each new employee has met the minimum requirements of the Contract. The Contractor shall use and shall make available to the Customer at no additional cost, internet and intranet solutions to provide all such reports to the Customer upon demand for any applicable period during the term of the Contract.

- 21.5** Any unusual or significant events occurring during a shift (for example a flood, fire, stabbing, homicide) will be briefly summarized by the Security Guard in the post logbook maintained at each facility for identification of the principals later if further investigation is needed. Each shift will start with a new log entry, indicating whether conditions were normal or abnormal upon arrival to the security guard post. The log shall reflect at a minimum all security, safety, or building maintenance events, the time that they occurred and the corrective actions that were taken. The bound post logbook will become the property of the Customer upon termination of the Contract. The Contractor shall preserve the bound post logbooks for each post from the inception of the Contract and must make the post logbooks immediately available to the Customer upon request.
- 21.6** Upon request, the Contractor must provide, at no additional expense to the Customer, an electronic Guard Tour Patrol System that will be utilized by the Security Guard(s) assigned to the Customer's facility. All records of such patrols must be made reviewable and available to the Customer upon request.
- 21.7** The Contractor shall provide to the Customer a detailed tracking and investigation system ensuring the thorough and professional monitoring and resolution of all complaints brought forth regarding the performance of the work pursuant to the Contract.
- 21.8** The Contractor shall issue quarterly reports to the Customer detailing a professional observation of current security practices maintained by the Contractor and, if applicable, any recommended changes to the current security practices. Any recommended changes may or may not be implemented at the discretion of the Customer.
- 21.9** In the case of any action or unusual incidents, the Customer's Contract Manager will be notified by the Security Guard and the action or unusual incident will be recorded in the security log. The security log will be copied and sent to the Customer's designee after any action or unusual incident.
- 21.10** All reports, documents, and tables shall be submitted to the Customer in a timely manner and in accordance with the method of choice as described in the Customer SLA.
- 21.11** Security Guards shall log in and out of each facility.
- 22.0 Contractor's Responsibilities**
- 22.1** The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Contractor's obligations under the Contract, and shall have sole responsibility for the supervision, daily direction

and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Contractor's management responsibilities include, but are not limited to, the following:

1. Ensuring personnel understand the work to be performed on the Customer scope of work to which they are assigned.
2. Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer.
3. Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
4. Regularly assessing personnel performance and providing feedback to improve overall task performance; and
5. Ensuring high quality results are achieved through task performance.

22.2 Holidays

The Contractor shall provide Customers all services during business days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's SLA.

22.3 Routine Communications

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. All routine communications and reports related to the Customer's SLA shall be sent to the Customer's Contract Manager. If any of Contractor's contact information changes during the life of the Contract, then the Contractor shall provide written notice of such change to the Customer's Contract Manager.

Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

22.4 Contract Reporting

The Contractor shall report information on orders received from Customers associated with the Contract. The Contractor shall submit reports to the Department’s Contract Manager in accordance with the following schedule:

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State Fiscal Quarter	30 calendar days after the close of each State fiscal quarter
Diversity Report (submitted to the Customer)	State Fiscal Year	30 business days after the close of the period
Proof of Insurance	Annual	Upon policy renewal

22.5 MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department’s electronic format. Reports are due 15 calendar days after the end of each month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the [Transaction Fee & Reporting](#) section and [Training for Vendors](#) section on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at:

VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

22.6 Quarterly Sales Reports

The Contractor shall submit a Quarterly Sales Report in the manner and format required by the Department within 30 calendar days after the close of each quarter. The Quarterly Sales Report template can be found here:

https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website are the responsibility of the Contractor without prompting or notification by the Department. If no sales are recorded during the period, the Contractor shall confirm that there was no reportable activity in the manner required by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be

placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period.

Quarter 2 – (October-December) – due 30 calendar days after the close of the period.

Quarter 3 – (January-March) – due 30 calendar days after the close of the period.

Quarter 4 – (April-June) – due 30 calendar days after the close of the period.

22.7 Certified and Minority Business Enterprise Reports (Diversity Report)

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

22.8 Ad-hoc Report

The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the form acceptable to the Department within the timeframe specified by the Department.

22.9 Business Review Meetings

Both the Department and Customer reserve the right to schedule business review meetings, which Contractor shall attend either virtually or in person. The Department or Customer may specify the format or agenda for the meeting. The Business Review Meeting may include the following topics:

- a. Contract compliance.
- b. Contract savings (in dollar amount and cost avoidance)
- c. Spend reports by Customer.
- d. Recommendations for improved compliance and performance

22.10 Financial Consequences

The Department will impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences below will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's SLA. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract

termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. The financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter. See the financial consequences table below:

Performance Metric	Description	Period Covered	Financial Consequences for Non-Performance; Per Occurrence
Timely submission of complete and accurate Quarterly Sales Report	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	State's Fiscal Quarter	\$250 for each calendar day late
Timely submission of complete and accurate MFMP Transaction Fee Report	Submit Monthly Transaction Fee Report 15 calendar days after the end of each month	Calendar Month	\$100 for each calendar day late
Timely submission of Proof of Insurance	Submit Proof of Insurance upon policy renewal	Annual	\$100 for each calendar day late
Staff Customer facility(ies) in accordance with the Customer's SLA	Unless otherwise specified in a Customer's SLA, Contractor will provide the Customer facility with a replacement Security Guard within four hours of a scheduled Security Guard not arriving for their duty shift.	Per Occurrence	\$500
Contractor's timely submission and implementation of an acceptable Corrective Action Plan to the Department upon request	Failure to timely submit to the Department an acceptable Corrective Action Plan or timely implement an acceptable corrective action to resolve performance deficiencies when requested	Per Occurrence	\$10,000

Failure to adhere to the above performance metrics will result in the imposition of financial consequences and repeated failures or non-payment of financial consequences owed under the Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under the Contract.

22.11 Price Adjustments

Prices may be adjusted no earlier than 12 months after the start date of the Contract and no earlier than 12 months after the effective date of the previous price adjustment, whichever is later. All other pricing shall be in accordance with the initial and renewal term pricing. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Series ID	Product
561612561612	Security guards and patrol services

The change in PPI for the first price adjustment after the start date of the contract period shall be determined using the PPI for the month in which the start date of the contract period began and the latest available non-preliminary PPI at the time of the price adjustment request; a preliminary PPI is indicated on the BLS website with a “(P)” notation. The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or five percent, whichever is less. The percent change in PPI shall be calculated using the following formula:

$$(B - A) / A = Z$$

Where:

A = earliest PPI (PPI at time of initial Contract or renewal execution or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)

Z = percent change in PPI

The Department reserves the exclusive right to accept or reject any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under the Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price

decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

22.12 Purchasing Card

The state of Florida has implemented a purchasing card program, using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the state of Florida changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State of Florida's new Purchasing Card platform within 30 days of notification of such change.

EXHIBIT C



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

EXHIBIT C

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

EXHIBIT C

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

EXHIBIT C

- 3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- 3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.
- 3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

- 4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

- 4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.
- 4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

EXHIBIT C

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

EXHIBIT C

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 **Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

- 5.2 **Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

- 5.3 **Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

- 5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall

EXHIBIT C

contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 Quantity Discounts. The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 Sales Promotions. In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 Equitable Adjustment. The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

6.5 Transaction Fees. The State of Florida, through the Department of Management Services,

EXHIBIT C

has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.
- 7.3 Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of

EXHIBIT C

the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](#). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising

EXHIBIT C

because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8 U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

EXHIBIT C

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.
- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed

EXHIBIT C

within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

- 10.3 Contractor's Obligation to Perform While Disputes are Pending.** The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.
- 10.4 Governing Law and Venue.** The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.
- 10.5 Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- 10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.**
- 10.7 Indemnification.** For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

EXHIBIT C

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but

EXHIBIT C

failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

EXHIBIT C

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 Ownership. Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply

EXHIBIT C

to intellectual property developed prior to the execution of the Term Contract.

12.5.2 Patentable Inventions or Discoveries. Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 Copyrightable Works. Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

EXHIBIT C

- 14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

- 14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

- 14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

- 14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

EXHIBIT C

14.4 Performance Deficiencies.

- 14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.
- 14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

- 14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.
- 14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

EXHIBIT C

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

EXHIBIT C

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

ATTACHMENT "B"

INSURANCE REQUIRED – Before execution of the Agreement by the County and commencement of the operations and/or services to be provided, and during the duration of the Agreement, the vendor shall file with the County current certificates of all required insurance on forms acceptable to the County, which shall include the following provisions:

1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
2. The Certificates shall clearly indicate that the vendor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section.
3. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

The vendor shall require and ensure that each of its subcontractors providing services here under (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

Coverage Required – Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to County.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation	Statutory requirements at location of work
Employer's Liability	\$ 1,000,000 each occurrence
	\$ 1,000,000 disease, aggregate
	\$ 1,000,000 disease, each employee
(b) Commercial General Liability	\$ 2,000,000 General Aggregate
	\$ 2,000,000 Products-Comp. Ops Agg
	\$ 1,000,000 Each Occurrence
	\$ 500,000 Fire Damage
	\$ 0 Medical Expense
(c) Automobile Liability	\$1,000,000 Combined Single Limit
(owned, hired and non-owned)	
Option of Split Limits:	

(1.) Bodily Injury	\$ 1,000,000 per Person
	\$ 1,000,000 per Accident
(2.) Property Damage	\$ 1,000,000
(d) Professional Liability	\$1,000,000 per claim
(when applicable)	\$1,000,000 annual aggregate

Insurance carrier(s) must have a minimum financial rating of A-.

Coverage shall apply to the indemnity provided to Flagler County and shall include Flagler County its officers and employees, as additional insureds, as regards to liability arising out of the Contractor's performance of the work or the work performed by others on behalf of the Contractor under this Agreement. The insurance afforded to the County shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to entering into the Agreement with the County, the Contractor shall furnish County with Certificates of Insurance (identifying on the face thereof the Project name and Agreement number) as evidence of the above required insurance and such Certificates shall include the following language: Flagler County BOCC as additional insured and an endorsement for which has been issued, subject to a requirement for recurring certificate of insurance every fifteen (15) days from the contract award date until, all obligations under the Contract/Agreement are completed.

Alternatively, in lieu of recurring certificates, the Contractor or vendor may provide a certificate of insurance that contains a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the County, except that in the event of cancellation for nonpayment of premium the County shall receive notice as prescribed by state law (10 days). The cancellation clause should read as follows: "Should any of the described policies be canceled or material modified before the expiration date thereof, the issuing company will mail 30 day prior written notice to the certificate holder named below, except that in event of cancellation for nonpayment of premium, the notice shall be 10 days unless a longer time is prescribed by Florida Statute."

The County will not maintain any insurance on behalf of the Contractor covering loss or damage to the work or to any other property of the Contractor.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by the Contractor are intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under the Agreement.

The Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the County.

Notices, in original and one copy, of cancellation, termination and alteration of such policies shall also be provided to the agent of the County.

#25-PB-038

Title: Security Guard Services

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

SUBJECT: Consideration of Parks and Recreation Advisory Board Appointments.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: The Commission has received applications for the open positions on the Parks and Recreation Advisory Board. All are Flagler County residents and registered voters. Applications are listed in the order they are received.

Function: To make recommendations to the Board of County Commissioners on matters pertaining to county parks, recreational programs and facilities.

Membership: 7 Members loosely representative of different areas of the County.

Appointment Terms: 2-year terms

Meeting Date/Time: Monthly the 4th Wednesday @ 10:00 a.m.

Meeting Location: Government Services Bldg,
1769 E. Moody Blvd, Bldg 2
1st Floor Conf. Rm, Bunnell, FL 32110

Staff Liaison: Frank Barbuti, Parks Manager (386) 313-4144

Appointment - Expiration Member

11/07/2022 – 11/07/2024	Gary Johnson (<i>Initial Appt</i>)
04/17/2023 – 04/17/2025	Charles Cowart (<i>Initial Appt</i>)
04/17/2023 – 04/17/2025	Robert Knapp (<i>Appt 04/15/2019</i>)
08/07/2023 – 08/07/2025	Arthur Kuepper (<i>Appt 08/02/2021</i>)
08/19/2024 – 08/19/2026	Michael A. Dembosz (<i>Appt 05/02/2016</i>)
08/19/2024 – 08/19/2026	Tiffany Wigen (<i>Initial Appt</i>)
	Vacancy

Vacancies are advertised on the County's website www.FlaglerCounty.gov. If additional applications are received, they will be presented to the Board prior to the meeting.

DEPARTMENT CONTACT: Frank Barbuti, Parks Manager (386) 313-4144

RECOMMENDATION: Request the Board consider the applications from Mike Desroches, Gary Johnson, Peter Johnson, Lawrence Pulos and Worth Strecker and select two members to serve on the Parks and Recreation Advisory Board for a two-year term from March 3, 2025, to March 3, 2027.

ATTACHMENTS:

1. Application – Mike Desroches
2. Application – Gary Johnson
3. Application – Peter Johnson
4. Application – Lawrence Pulos
5. Application – Worth Strecker



Flagler County Board of County Commissioners Volunteer Advisory Board and Committee General Application

New Application Reappointment Request

Name: Michael J Desroches Date: January 17, 2025

Mailing Address: 220 Birchwood Dr, Palm Coast, Fl. 32137

Physical Address (if different): _____

County of Residence: Flagler Are you a registered voter? Y

Email: pastormikedesroches@gmail.com Years in Flagler: 38

Phone: 386-569-8382 Office Home Cell

Phone: 386-507-3063 Office Home Cell

Advisory Board/Committee Applying for: Parks and recreation

What aspect of this Board/Committee interests you?

To further park and recreation initiatives in a community, and to serve a variety of helpful and necessary roles to help implement the vision. To help provide valuable input and play an important role in making recommendations to guide the determining, implementing and gaining financial support for recreation and parks services.

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

I attend many of the Parks and recreations board meetings for the last several years and have learned a great deals about this board and our community. I serve as Chaplain Flagler County Sheriff Office since 2007 for both Law enforcement and Detention Center. 25 Years Senior Pastor Spirit Life Worship Church in Palm Coast. Retired from American Airlines of 25 Years as Operations tower control Agent.

What contributions do you feel you could make to this Board/Committee should you be selected?

Provide input to help guide the direction of park initiatives by sharing your ideas and feedback. Build leadership skills to help others develop leadership skills and build connections with their neighbors. Help achieve to achieve goals in order to assist our community achieve its goals for parks and recreation.

Have you ever served on a Flagler County appointed Board/Committee?

No Yes, if so, please identify those on which you have served:

Advisory Board / Committee

Dates Served

Education: Masters of Education - Christian Counseling
Business (name & type): Spirit Life Worship Church
Business Address: PO BOX 352225, Palm Coast, FL. 32135
Business Phone: 386-569-8382/386-586-2202 Position: Senior Pastor


Applicable Professional Organization Memberships:
Resume is attached.

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

Additional Information you wish to share:

As stated, I have attend the many of the Board meetings for the last several years and at times even participated in providing input and research data. I was always my consideration to join the board if a position became available.

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.



Applicant Signature

January 17, 2025

Date

Email Application To: L.Dance@FlaglerCounty.gov

**Please note a hard copy is not required.*

Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

Additional Questions: (386) 313-4001

REV. MICHAEL J. DESROCHES

220 BIRCHWOOD DR.
PALM COAST, FL, 32137 - UNITED STATES
386-569-8382
PASTORMIKEDESROCHES@GMAIL.COM

PROFESSIONAL EXPERIENCE

LAW ENFORCEMENT & JAIL CHAPLAIN – FLAGLER COUNTY SHERIFF'S OFFICE

2018 – Present: FCSO Detention Center Chaplain.

- Teach Men's Bible study weekly
- Council inmates weekly
- Mentorship program
- Message and processing inmate requests
- On call 24/7 for death notifications and emergencies.

2007-2018: Law enforcement Chaplain.

- Chaplain for Law enforcement officers provided counseling and spiritual guidance.
- Crisis intervention team (CISM)
- Weekly Ride along (6-8 hours)
- 911 responder (5-8 hours weekly)
- Performed Sheriff Benedictions and Closing prayers for FCSO events.
- Lead Chaplain for hiring/firing (Volunteers) Chaplains.
- Trainer and training Coordinator for FCSO Chaplains

SPIRIT LIFE WORSHIP MINISTRIES -PALM COAST, FL. UNITED STATES

Senior Pastor-September 2000 – Present

- Prepare and deliver sermons or other talks.
- Organize and lead regular religious services.
- Counsel individuals or groups concerning their spiritual, emotional, or personal needs.
- Visit people in homes, hospitals, or prisons to provide them with comfort and support.
- Respond to requests for assistance during emergencies or crises.
- Perform administrative duties, such as overseeing building management, ordering supplies, contracting for services or repairs, or supervising the work of staff members or volunteers.
- Established/created the General Orders policy and procedures for FCSO Chaplains
-

AMERICAN AIRLINES, INC. – ORLANDO, FL. UNITED STATES

Airport Operations & customer service manager, September 1987 - October 2012 (retired)

- Operation specialist in AA tower, ticketing, baggage check-in, baggage claims, reservations, information inquiries and resolving complaints and problems. Computerized point-of-sale system, boarding (gate agent), baggage service, reservations, operations agent, customer service manager, and E.A.P. representative. Operations manager in JAX and DAB.

EDUCATION

JACKSONVILLE THEOLOGICAL SEMINARY – JACKSONVILLE, FL. UNITED STATES

Jan 1992-Jun 1994

- Masters degree

WESTFIELD STATE COLLEGE – WESTFIELD, MA. UNITED STATES

September 1978 - May 1982

- Bachelors of Science

SOUTH HADLEY HIGH - SOUTH HADLEY, MA. UNITED STATES

September 1974 - May 1978

- Diploma

ADDITIONAL INFORMATION: No physical restrictions. Married to Anita Desroches, 38 years, 3 children.



Flagler County Board of County Commissioners Volunteer Advisory Board and Committee General Application

New Application Reappointment Request

Name: GARY JOHNSON Date: JAN 22, 2025

Mailing Address: 15 NEW OAK LEAF DR.

Physical Address (if different): _____

County of Residence: FLAGLER Are you a registered voter? YES

Email: GARY.JOHNSONCD@gmail.com Years in Flagler: _____

Phone: 301-814-3797 Office Home Cell

Phone: _____ Office Home Cell

Advisory Board/Committee Applying for: PRAB

What aspect of this Board/Committee interests you?
COMMUNITY INVOLVEMENT, PARTICULARLY BIKE TRAILS, PLAYGROUNDS, & PARKS

Describe your training and/or experience that would make you a good fit for this position:
FORMER govt (federal) PROGRAM MANAGER RESPONSIBLE FOR A DIRECTORATE OF OVER 3000 STAFF.

What contributions do you feel you could make to this Board/Committee should you be selected?
FIRST-HAND OBSERVATIONS, RECOMMENDATIONS FOR IMPROVEMENTS & A VESSEL FOR COMMUNITY OUTREACH.

Have you ever served on a Flagler County appointed Board/Committee?
 No Yes, if so, please identify those on which you have served:

Advisory Board / Committee
PARKS & REC ADVISORY BOARD

Dates Served
11-2022 - 2024

Education: B.S. ORGANIZATIONAL MANAGEMENT
Business (name & type): GARY JOHNSON COMPANY (TRAINING)
Business Address: 15 NEW OAK LEAF DR. PALM COAST, FL
Business Phone: 301-814-3797 Position: PRESIDENT

Applicable Professional Organization Memberships:

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

Additional Information you wish to share:

My company was heavily involved in the community AND the WASHINGTON, DC Public School system delivering STEM Education. Our work is documented in a documentary on YouTube. I can provide the link.

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.

Gary Johnson
Applicant Signature

Jan 22, 2025
Date

Email Application To: LDance@FlaglerCounty.gov

**Please note a hard copy is not required.*

Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

Additional Questions: (386) 313-4001



Flagler County Board of County Commissioners Volunteer Advisory Board and Committee General Application

New Application Reappointment Request

Name: Peter Johnson Date: 01/23/25

Mailing Address: 24 Clinton Ct. N. Palm Coast Florida, 32137

Physical Address (if different): _____

County of Residence: Flagler Are you a registered voter? Yes

Email: petermicjohnson@gmail.com Years in Flagler: 15

Phone: (386)-931-4097 Office Home Cell

Phone: _____ Office Home Cell

Advisory Board/Committee Applying for: Parks and Recreation Advisory Board

What aspect of this Board/Committee interests you?

I am most interested in the opportunity to contribute to the thoughtful development and preservation of recreational spaces that promote environmental stewardship, community engagement, and accessibility for all residents. Serving on the Parks and Recreation Advisory Board would allow me to advocate for sustainable land use, encourage outdoor recreation, and ensure that our parks reflect the diverse needs of the community while preserving natural resources for future generations. These efforts align with my passion for conservation and fostering connections between people and nature.

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

My experience as a conservation steward and advocate, volunteer leader, and public servant has equipped me with skills essential for the Parks and Recreation Advisory Board. I've led community engagement efforts with organizations like Flagler County Fire Rescue, Flagler County Cultural Council (FC3), Flagler County Historical Society, and the Flagler County Preservation Society. My hands-on work managing public safety, outdoor projects, and recreational initiatives, combined with a deep understanding of Florida's ecosystems and our local parks, enables me to effectively contribute to park planning and enhance public access to green spaces.

What contributions do you feel you could make to this Board/Committee should you be selected?

I could bring a balanced perspective to the board by advocating for sustainable land use that supports outdoor recreation, conservation, and wildlife management. I can help foster collaboration between diverse user groups, including hunters, mountain bikers, runners, hikers, environmental advocates and politicians. Additionally, my experience in conservation policy and knowledge would enable me to contribute innovative ideas to enhance park programming.

Have you ever served on a Flagler County appointed Board/Committee?

No Yes, if so, please identify those on which you have served:

Advisory Board / Committee	Dates Served
<u>Flagler Cultural Council (FC3) - Board of Directors</u>	<u>Currently serving term</u>
<u>Flagler County Preservation Society - Board of Directors</u>	<u>Currently serving term</u>
<u>Bunnell History Day Committee Member</u>	<u>2025</u>

Education: Daytona State AA + AS, Paramedic/EMT

Business (name & type): Handyman

Business Address: _____

Business Phone: _____ Position: Self Employed

Applicable Professional Organization Memberships:

Florida BHA
Flagler County Historical Society
Kings Road Historic District

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

Additional Information you wish to share:

As an avid outdoorsman, lifelong hunter, and longtime Flagler resident, I bring a unique perspective to conservation and recreation planning. My understanding of sustainable hunting practices has taught me the importance of balancing recreational activities with wildlife management and ecosystem preservation. I am committed to promoting responsible outdoor activities, that align with conservation goals and provide opportunities for the community to connect with nature. This perspective ensures that our parks and recreational spaces support diverse user groups while maintaining Florida's natural heritage.

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.



Applicant Signature

1/23/25

Date

Email Application To: LDance@FlaglerCounty.gov

**Please note a hard copy is not required.*

Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

Additional Questions: (386) 313-4001

Dear Board of County Commissioners,

I am writing to express my interest in serving on the Flagler County Parks and Recreation Advisory Board. As a dedicated conservation advocate and community leader, I am deeply committed to enhancing public access to natural spaces, promoting sustainable recreational opportunities, and preserving the unique landscapes that define our community.

My professional experience includes managing projects that enhance public spaces and supporting initiatives that prioritize conservation and accessibility. As a former candidate for mayor, I advocated for land conservation policies that directly impact local parks and greenways. My deep understanding of Florida's ecosystems, coupled with my hands-on approach to project management, positions me to offer valuable insights and innovative solutions to the advisory board.

I am enthusiastic about contributing to the planning and development of parks and recreational programs that benefit both current and future generations. I would be honored to bring my skills and passion to the Flagler County Parks and Recreation Advisory Board to help advance its mission and strengthen our community's connection to the outdoors.

Thank you for considering my application. I welcome the opportunity to discuss how my experiences align with the goals of the board and look forward to the possibility of serving our community in this capacity.

Sincerely,

Peter Johnson

< Back to Results

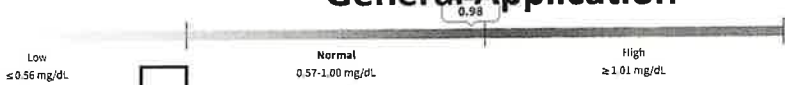
Patient: Annmarie Pulos Order From: A FIGUEROA, Adams Medical
Service Date: 01/23/2025 Report Date: 01/24/2025

Result Details



Flagler County Board of County Commissioners Volunteer Advisory Board and Committee General Application

Creatinine is a muscle-produced waste product filtered out by the kidneys. High levels may be a sign that your kidneys are not working properly, which can be caused by a number of conditions. Low levels may indicate decreased muscle mass or other conditions.



New Application Reappointment Request

Name: Lawrence Pulos Date: 01-27-2025

Mailing Address: 52 Wheeling Lane, Palm Coast, FL 32164

Physical Address (if different): _____

County of Residence: Flagler Are you a registered voter? Yes

Email: lpulos2002@gmail.com Years in Flagler: 11

Phone: 816-204-8987 Office Home Cell

Phone: 386-348-2287 Office Home Cell

Advisory Board/Committee Applying for: Parks and Recreation Advisory Board

What aspect of this Board/Committee interests you? *I worked with the Kansas City Parks and Rec Dept managing pools, playgrounds, before & after school programs and Urban Summer Recreation programs for teens. As a educator I worked part-time after school with sports for youth.*

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

BS, MS, EdD in Education, 20+ years with children and teens as a teacher and School Administrator. Attended hundreds of hours of inservices related to schools, children, sports and recreation. Coached Soccer as a licensed Sports Coach. Have ridden the trails of Flagler County for 11 years.

What contributions do you feel you could make to this Board/Committee should you be selected?

Old enough to have seen lots of changes to the way that services can or could be provided to citizens.

I am a Moderate who prefers the most logical and hopefully most beneficial decisions and solutions.

Have you ever served on a Flagler County appointed Board/Committee?

No Yes, if so, please identify those on which you have served:

Advisory Board / Committee

Dates Served

Do Not Remember

2012 or 2013 ?

**Joint City of Palm Coast and Flagler County Affordable Housing Advisory Committee
Applicant Questionnaire**

A citizen who represents essential services personnel, as defined in the local housing assistance plan. (Essential Services personnel in Flagler County are defined as: County residents who meet program income limits and work full-time as first responders, educators, healthcare or public health professionals, or skilled building trades professionals).

Lawrence A Pulos
Printed Name

Lawrence A Pulos
Signature

This Committee serves both the Flagler County Board of County Commissioners and the Palm Coast City Council. The appointment of Committee members alternates between the two governing bodies.

Email Form to LDance@flaglercounty.gov
*Please note a hard copy is not required.

Flagler County BOCC
Attn: Administration

1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110



for the supervision of budget of \$3 million, staff of 120, purchasing, licensing and additional departments. I worked with city, state and federal regulators to insure quality and continuity of care.

Director of Training Missouri Corrections/St. Louis Job Corp Center
Worked with and supervised large staff in the provision of quality education programs for inmates in prison setting and 18-24 year old in Job Corp.

Community Services

City of Palm Coast Citizens Academy / Code Board Member

Flagler County Citizens Academy

Flagler County Sheriff's Citizen Academy / C.O.P Volunteer

Apartment Association of Kansas City, Member

Landlords Inc, Member

Volunteer Instructor, Communiversity, University of Missouri Kansas City

Volunteer Board member: Various volunteer boards

Written and Oral Presentations

Taught Classes: Owning Rental Real Estate and Buying a Good Used Car

Prepared and presented a variety of educational, management and supervisory programs

Wrote, prepared and edited student and staff handbooks in various settings

Published:

"My Turn"

K.C Star Editorial

"Common Sense Discipline"

Schools and Community Magazine

"Solving the Nursing Crisis"

Long Term Care, Magazine

"We Asked Parents"

School and Community, Magazine

Computer Literacy

Windows, Vista with Microsoft Word and Office

Education

Bachelor of Science in Education, University of Central Missouri

Master of Science in Management and Supervision, University of Central Missouri

Specialist Degree in Educational Leadership

ABD in Educational Leadership, California Coastal Leadership

Additional Training/In-services

First Aid and AED/CPR Health and Safety Seminars, Disaster Services Training

Law, Health Care, Supervision, Customer Service, Education and Management

Seminars

Certification

Florida Educational Leadership, all levels

Florida Elementary Education K-6



Flagler County Board of County Commissioners Volunteer Advisory Board and Committee General Application

New Application Reappointment Request

Name: Worth Strecker Date: 2/19/2025

Mailing Address: 208 Palm Circle, Flagler Beach

Physical Address (if different): _____

County of Residence: Flagler Are you a registered voter? yes

Email: worthemail@gmail.com Years in Flagler: 20

Phone: (917) 647-3146 Office Home Cell

Phone: _____ Office Home Cell

Advisory Board/Committee Applying for: Parks & Recreation Advisory Board

What aspect of this Board/Committee interests you?

It would give me the opportunity to be involved in keeping our parks looking their best.

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

In 2021 I approached Mike Lagasse about starting a group of volunteers to clean up trash and remove invasive plants at Betty Steflik Preserve. Now we have monthly clean ups with 10 -18 volunteers working along with Erick Ruvuelta and county parks employees. With county permission, we have planted native plants in Betty Steflik Preserve.

What contributions do you feel you could make to this Board/Committee should you be selected?

I care about our environment and have a passion for the outdoors.

Have you ever served on a Flagler County appointed Board/Committee?

No Yes, if so, please identify those on which you have served:

Advisory Board / Committee

Dates Served

Education: Bachelor of the Arts

Business (name & type): _____

Business Address: _____

Business Phone: _____ Position: _____

Applicable Professional Organization Memberships:

Local One IATSE (professional stagehand)

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:

I was asked to participate in the Planning our Parks Survey that created a Master Plan for the city of Palm Coast and our county Parks. I would like to see how that can be implemented to improve and enhance our Parks.

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.



Applicant Signature

2-19-2025

Date

Email Application To: LDance@FlaglerCounty.gov

**Please note a hard copy is not required.*

Flagler County BOCC
Attn: Administration
1769 E. Moody Blvd., Building 2, Suite 302, Bunnell, FL 32110

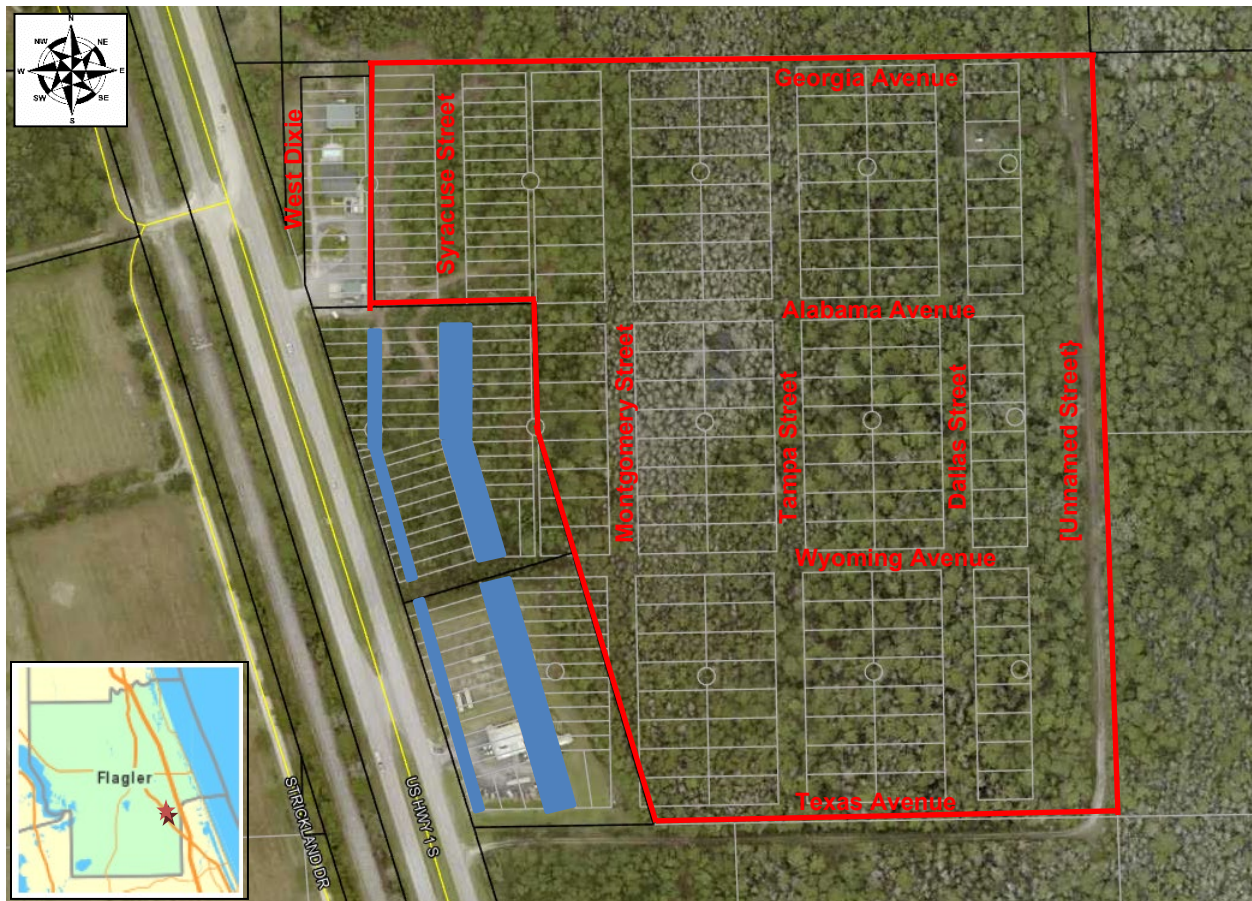
Additional Questions: (386) 313-4001

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

SUBJECT: Adoption of a Resolution to Vacate a Portion of the Plat of Fleetwood Terrace Unit No. 1 Subdivision in the PUD (Planned Unit Development) Zoning District – Owner/Petitioner: WL Residential Land, LLC.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: The County has received a Petition to Vacate a portion of the Fleetwood Terrace Unit No. 1 subdivision plat, recorded at Plat Book 2, Page 41, Public Records of Flagler County, Florida, including a request to vacate the paper streets adjoining the lots that are included within the vacation request. The portion of the plat to be vacated lies entirely within and is part of Parcel No. 03-13-31-0000-01010-0020. The Property Appraiser’s aerial depicts (with the approximate limits to be vacated highlighted in red below, the portion of Syracuse Avenue and the alleyway previously vacated through Resolution No. 88-65 is shown in blue below):



As described in the Petition to Vacate, the plat vacation request precedes placing the land into a St. Johns River Water Management District conservation easement pursuant to Section 704.06, Florida Statutes.

The statutory guidance for plat vacations is primarily limited to ensuring that continued access is provided following any plat vacation:

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

“The governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.” (s. 177.101(3), Florida Statutes).

The County’s Land Development Code provides:

“The owner(s) of any land within an existing approved plat may request BOCC approval to vacate that portion of the plat which is owned by the applicant(s). If the existing plat includes a plat agreement/amendment, a portion of the original plat cannot be vacated without the consent of all current property owners within the plat. The vacating of public streets/rights-of-way and easements within a plat is subject to state statutes and county ordinances. Plats, or portions thereof, cannot be vacated without the consent of the appropriate utilities or regulatory agencies.” (Sec. 4.08.03. – Vacating plats, Flagler County Land Development Code).

This partial plat vacation request will vacate all or a portion (as lies within the described parcel boundary) of the following blocks and lots:

Block 1, Lots 1-32	Block 7, Lots 1-16	Block 14, Lots 1-8
Block 2, Lots 1-24	Block 8, Lots 1-16	Block 15, Lots 1-8
Block 3, Lots 1-16	Block 10, Lots 1-14	Block 16, Lots 1-8
Block 4, Lots 1-16	Block 11, Lots 1-16	
Block 6, Lots 1-22	Block 12, Lots 1-16	

In addition to these blocks and lots, the partial plat vacation vacates, closes, and abandons the following platted rights-of-way:

<u>North-to-South rights-of-way</u>	<u>East-to-West rights-of-way</u>
Dallas Street (50-foot wide)	Alabama Avenue (50-foot wide)
Montgomery Street (50-foot wide)	Georgia Avenue (25-foot wide)
Syracuse Street (50-foot wide)	Texas Avenue (varying width)
Tampa Street (50-foot wide)	Wyoming Avenue (50-foot wide)
West Dixie (varying width)	
Unnamed alleyways (10-foot wide)	
Unnamed Street (15-foot wide)	

The plat for Fleetwood Terrace Unit No. 1 – as recorded at Plat Book 2, Page 41, Public Records of Flagler County, Florida – is depicted (in part) as:

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



The proposed partial plat vacation does not affect the ownership or right of convenient access of persons owning other parcels within or adjacent to this subdivision. All taxes due on the subject parcel have been paid in full (Paid 12/06/2024; Receipt No. 020-24-00047779).

All respective utility providers – AT&T, FPL, and Charter Communications (d/b/a Spectrum) – have consented to the partial plat vacation. The Spectrum consent letter acknowledges that the ten-foot-wide utility easement adjacent to U.S. Highway 1 will remain in place following the partial plat vacation (the plat vacation does not affect the Spectrum utility easement).

It is noted that while the requested vacation concerns the plat of Fleetwood Terrace Unit No. 1, the plat of the Bunnell Development Company subdivision (Plat Book 1, Page 1, Public Records of Flagler County, Florida) – and its stated “Every farm will be on a public road” reservation – will remain in place within the boundary of the subject parcel. These reservations had in the past assured that all parcels would have access on one of the

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

section or half-section line access easements that were reserved through the plat; however, the Property Information Report by Old Republic National Title Insurance Company dated October 18, 2024 accompanying the Petition to Vacate did not include the Bunnell Development Company plat as a Document of Record, and accordingly the Petition to Vacate did not seek a vacation of any part of the Bunnell Development Company plat.

There is a discrepancy in how the Fleetwood Terrace Unit No. 1 plat is depicted within the Property Appraiser's system as compared to the survey accompanying the petition. In the Property Appraiser's aerial depiction of the area and the superimposed plat, the plat appears to be shifted westward as compared to the survey. Despite the discrepancy in how the plat is displayed, the legal description that was used for the Property Information Report is identical to the one used for the legal description in both the legal advertisement and in Exhibit "A" to the Resolution: the portion of Fleetwood Terrace Unit No. 1 that is of concern to the Owner/Petitioner through the Property Information Report is being vacated through the legal description included in the Resolution.

A portion of Syracuse Street – between the North right-of-way line of Texas Avenue and the South right-of-way line of Wyoming Avenue, and between the North right-of-way line of Wyoming Avenue and the South right-of-way line of Alabama Avenue – together with the two 10-foot-wide alleyways within Blocks 5 and 9 were previously vacated through Resolution No. 88-65. As stated in the 1988 Resolution, no portion of Alabama Avenue, Texas Avenue, or Wyoming Avenue were vacated through the request. This request will vacate only those portions of the listed rights-of-way lying within the boundaries of the subject parcel as described in Exhibit "A" to the Resolution now under consideration by the Board.

Public Notice: Public notice has been provided in accordance with Section 2.07.00 of the LDC, and consistent with Sections 177.101, 336.09, and 336.10, Florida Statutes.

STRATEGIC PLAN:

Focus Area: Effective Government

- Goal 2 – Build & Maintain Relationships to Support Effective & Efficient Government
 - Objective EG 2.4: Establish joint strategies to identify and address needs through leveraging of local resources.

FUNDING INFORMATION: No County funds are associated with this agenda item. No financial impact will result from this vacation request.

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

OPTIONS FOR THE BOARD: The Board of County Commissioners may:

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

APPROVE the request and adopt the resolution for the vacation of the portion of Fleetwood Terrace Unit No. 1, as recorded in Plat Book 2, Page 41, Public Records of Flagler County, Florida, and as specifically described in the resolution.

DENY the vacation request. Should the Board of County Commissioners opt to deny the request the Board should provide the rationale for the denial – including any findings – within its motion.

CONTINUE the request to a time and date certain. A continuance should be for the petitioner or for staff to provide additional information to the Board.

ATTACHMENTS:

1. Resolution
2. Petition to Vacate and related documents, including consent letters from Charter Communications (d/b/a Spectrum), FPL, and AT&T
3. Public Notice

RESOLUTION 2025 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA, TO VACATE A PORTION OF THE PLAT OF FLEETWOOD TERRACE UNIT NO. 1 SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 41, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, INCLUDING VACATING THOSE PORTIONS OF ALABAMA AVENUE, DALLAS STREET, GEORGIA AVENUE, MONTGOMERY STREET, SYRACUSE STREET, TAMPA STREET, TEXAS AVENUE, WEST DIXIE, WYOMING AVENUE, AN UNNAMED STREET AND UNNAMED ALLEYWAYS, ALL WITHIN THE PLAT'S BOUNDARIES AND AS DESCRIBED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, WL Residential Land, LLC (the "Petitioner") has petitioned the Board of County Commissioners of Flagler County, Florida, to vacate a portion of the plat of the Fleetwood Terrace Unit No. 1 subdivision, as recorded in Plat Book 2, Page 41, Public Records of Flagler County, Florida, and as specifically described herein (the "Plat"); and

WHEREAS, the Petitioner is the fee simple owner of the property described herein, and the vacation of such portion of this Plat will not affect the ownership or right of convenient access of persons owning other property within the Plat; 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 has 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, public notice has been provided in accordance with Sections 177.101 and 336.10, Florida Statutes, of the Board of County Commissioners' intent at its regular meeting on March 3, 2025 at 9:30 a.m. or as soon thereafter as the matter may be heard, to review the Petition to Vacate the portion of the Plat and rights-of-way as described herein and, to hold a public hearing to consider comments from the public and other interested parties regarding the Petition to Vacate; and

WHEREAS, no one appeared at the public hearing to object, or otherwise objected, to the vacation, abandoning, discontinuing, and closing of the portion of the Plat and rights-of-way as described at Exhibit "A" attached hereto and made a part hereof by reference; and

WHEREAS, it is the Board's intent through this Resolution to vacate, abandon, discontinue and close those portions of Alabama Avenue, a fifty (50) foot wide right-of-way, Dallas Street, a fifty (50) foot wide right-of-way, Georgia Avenue, a twenty-five (25)

foot wide right-of-way, Montgomery Street, a fifty (50) foot wide right-of-way, Syracuse Street, a fifty (50) foot wide right-of-way, Tampa Street, a fifty (50) foot wide right-of-way, Texas Avenue, a fifty (50) foot wide right-of-way, West Dixie, a variable width right-of-way, Wyoming Avenue, a fifty (50) foot wide right-of-way, the alleyway within Block 1, a 10 foot wide right-of-way, the alleyway within Block 2, a 10 foot wide right-of-way, the alleyway within Block 6, a 10 foot wide right-of-way, and an unnamed street lying East of Blocks 14, 15, and 16, a 15 foot wide right-of-way, all lying within the lands described in Exhibit "A", and to renounce and disclaim any right of the county and the public in and to any land in connection therewith as described in Exhibit "A"; and

WHEREAS, the rights-of-way described above are not state or federal highways, are not part of the County Road System, and have not become highways necessary for the use by the traveling public; and

WHEREAS, the Board of County Commissioners finds that the partial Plat vacation including the rights-of-way as described in Exhibit "A" is appropriate and proper, and in the best interest of the County.

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

1. The above Recitals are incorporated herein as Findings of Fact.
2. The portion of the Plat – including those Blocks and Lots – encompassing the lands described in Exhibit "A" are hereby vacated, including those portions of Alabama Avenue, Dallas Street, Georgia Avenue, Montgomery Street, Syracuse Street, Tampa Street, Texas Avenue, West Dixie, Wyoming Avenue, alleyways within Blocks 1, 2, and 6, and the unnamed street East of Blocks 14, 15, and 16, all lying within the boundary of the legal description provided in Exhibit "A".
3. This Resolution shall take effect upon the filing of a certified copy of the Resolution in the offices of the Circuit Court Clerk and recording in the Official Records of Flagler County.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE TO FOLLOW

APPROVED in open session by the Flagler County Board of County Commissioners in Bunnell, Florida, on this 3rd day of March 2025.

**FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS**


ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Andrew S. Dance, Chair

APPROVED AS TO FORM:

Sean S. Moylan

 Digitally signed by Sean S. Moylan
Date: 2025.02.20 11:31:16 -05'00'

Sean S. Moylan, Deputy County Attorney

EXHIBIT "A"

A certain portion of Fleetwood Terrace, Unit No. 1, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Flagler County, Florida, together with a portion of Alabama Avenue, a 50 foot wide right-of-way, a portion of Dallas Street, a 50 foot wide right-of-way, a portion of Georgia Avenue, a 25 foot wide right-of-way, a portion of Montgomery Street, a 50 foot wide right-of-way, a portion of Tampa Street, a 50 foot wide right-of-way, a portion of Syracuse Street (excluding those portions previously vacated through Resolution No. 88-65), a 50 foot wide right-of-way, a portion of Tampa Street, a 50 foot wide right-of-way, a portion of Texas Avenue, a right-of-way of variable width, a portion of West Dixie, a right-of-way of variable width, a portion of Wyoming Avenue, a 50 foot wide right-of-way, an unnamed roadway running North to South adjacent to the East boundary of Blocks 14, 15, and 16, a 15 foot wide right-of-way, alleyways within Blocks 1, 2, and 6, each a 10 foot wide right-of-way, all as shown on said Fleetwood Terrace, Unit No. 1 plat, also described as a subdivision comprising all of Tracts 1, 2 and 3, Block A, Section 8, Township 13 South, Range 31 East, Flagler County, Florida, according to the Bunnell Development Company plat as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, and all lying in Section 8, Township 13 South, Range 31 East, said Flagler County, with said portion of the Fleetwood Terrace, Unit No. 1, plat to be vacated being that portion that falls within the boundary of that certain property described as follows:

Parcel 18:

A portion of Sections 4, 5, 8 and 9, Township 13 South, Range 31 East, Flagler County, Florida and a portion of Bunnell Development Company Subdivision, as recorded in Plat Book 1, Page 1 of the Public Records of Flagler County, Florida, more particularly described as follows:

Begin at the Northeast corner of Section 8, Township 13 South, Range 31 East; thence along the East line of said Section 8 S 01° 56' 19" E, 840.59 feet; thence S 31° 45' 44" E, 1330.01 feet to the South line of Lot 7, Block B, said Section 9, said Bunnell Development Company Subdivision; thence S 89° 12' 14" W along the South line of said Lot 7, and along the South line of Lot 12, Block A, said Section 8, said Bunnell Development Company Subdivision and the westerly extension thereof, a distance of 1396.16 feet; thence N 07° 21' 09" W, 442.07 feet; thence S 72° 34' 37" W, 267.61 feet to the easterly right-of-way line of said U.S. Highway No. 1; thence N 17° 23' 09" W along said right-of-way line, 311.39 feet to the westerly extension of the North line of said Lot 12, Block A; thence depart said right-of-way line N 89° 14' 31" E along the westerly extension of the northerly line of said Lot 12, Block A, 310.90 feet; thence N 17° 18' 16" W, 690.36 feet; thence N 01° 07' 55" W, 235.10 feet; thence S 89° 19' 05" W, 280.00 feet; thence N 01° 07' 55" W, 425.00 feet to the North line of said Section 8; thence S 89° 19' 05" W along said North line, 152.45 feet to the West line of Lot 10, Block D, said Section 5, said Bunnell Development Company Subdivision; thence N 01° 02' 20" W along the West line of said

Lot 10, Block D and along the West line of Lot 3, Block D, said Section 5, said Bunnell Development Company Subdivision, a distance of 2338.83 feet to the North line of Lot 3, said Block D; thence N 89° 18' 57" E along the North line of said Lot 3 and Lot 2, said Block D, a distance of 1328.19 feet to the Northwest corner of Lot 5, Block C, said Section 4, said Bunnell Development Company Subdivision; thence N 89° 33' 19" E along the North line of said Lot 5, Block C, a distance of 668.21 feet to the East line of said Lot 5, Block C; thence S 02° 54' 51" E along the East line of said Lot 5, Block C, a distance of 660.00 feet to the South line of said Lot 5, Block C; thence S 89° 33' 49" W along the South line of said Lot 5, Block C, a distance of 666.05 feet to the East line of said Section 5; thence S 03° 06' 06" E along the East line of said Section 5, a distance of 1680.93 feet to the Point of Beginning.

Being the same lands as described in that certain Property Information Report issued by Old Republic National Title Insurance Company, File #24084945, dated October 18, 2024.

PETITION FOR PARTIAL VACATION OF PLAT

The undersigned, pursuant to Section 177.101, Florida Statutes respectfully petitions the Flagler County Board of County Commissioners, to vacate a portion of the subdivision plat described as follows, to-wit:

That certain portion of Fleetwood Terrace, Unit No. 1, according to the plat thereof recorded in Plat Book 2, Page 41, public records of Flagler County, Florida, that falls within the boundary of that certain property described in the attached Exhibit "A".

The reason for requesting this vacation is: The property described in the attached Exhibit "A" is expected to be utilized as conservation with the St. Johns River Water Management District pursuant to Section 704.06, Florida Statutes, and construction or placing buildings, roads, etc., are prohibited as described in the Management Plat for use in conservation area.

The Petitioner is the owner of the Property described in Exhibit "A", according to the Property Information Report issued by Old Republic National Title Insurance Company File #24084945, attached hereto as Exhibit "B", and by reference made a part hereof.

None of the streets shown on that portion of the plat described above are in actual use, nor are they part of the County Road system.

The vacation of the portion of the plat by the Flagler County Board of County Commissioners will not affect the ownership of any other persons, inasmuch as the Petitioner is the sole owner of the land in the portion of plat sought to be vacated.

Petitioners show that the real estate taxes on the above-described Property have been paid. A certificate showing that said taxes have been paid, and that no taxes are owed, is attached hereto as Exhibit "C", and made a part hereof.

Upon adoption of a Resolution vacating the above described Property, the Board of County Commissioners shall direct the Clerk of the Circuit Court of Flagler County, Florida to affix upon the face of the plat appropriate notice that the above described Property has been vacated.

Respectfully submitted this 30th day of Oct., 2024.



Signature: Charlene B. Irland, Vice President of WL Residential Land, LLC, a Florida limited liability company

Tax Parcel ID# a portion of 0313310000010100020

Address of Petitioner: 2379 Beville Road, Daytona Beach, FL 32119 (386) 236-4113

Planning and Zoning

1769 E. Moody Blvd Bldg 2
Suite 105
Bunnell, FL 32110



**FLAGLER
COUNTY**
FLORIDA

thansen@icihomes.com
386.236.413

www.flaglercounty.org

Phone: (386)313-4009

Fax: (386)313-4109

Vacation/Relocation of Platted Easement

Recorded Warranty Deed demonstrating ownership of property where easement to be vacated/relocated lies. (**applicant provides**)

Petition to Vacate (**applicant provides**)

Sealed survey describing easement(s) to be vacated/relocated. (**applicant provides**)

Letters from utility companies with rights to the easement(s) to be vacated/relocated; at a minimum letters to be provided from AT&T, Florida Power & Light Company, Brighthouse Networks. Other companies/agencies could be water/sewer provider, SJRWMD, property owner association. **FGUA-NA**

(**applicant provides**)

Legal Advertisement to be published in a newspaper of general circulation in the county to be published according to Florida Statute.

(**County prepares and publishes legal advertisement; applicant reimburses the County the fees for publication of legal advertisement**)

Board of County Commissioners (BCC) Agenda Request to be heard by BCC at a Public Hearing.

(**County prepares and presents to the BCC; applicant attends hearing**)

Payment of Fees Plat Vacation \$850 + cost of newspaper ad(s) pursuant to Flagler County Resolution 2008-31), applicant pays to the County; recordation fees are to be paid by the applicant at the time of recordation to the Clerk of Court.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

121 West Forsyth Street
Suite #500
Jacksonville, FL 32202
Phone: 904-354-7112

PROPERTY INFORMATION REPORT

Agent File No.: Plantation Bay Well Field

File No: 24084945

ICI Homes
2379 Beville Road
Daytona Beach, FL 32119

ATTN: Teri Hansen

THIS TITLE SEARCH IS AN OWNERSHIP AND ENCUMBRANCE SEARCH ONLY AND DOES NOT REFLECT TITLE DEFECTS OR OTHER MATTERS THAT WOULD BE SHOWN BY TITLE INSURANCE.

Legal Description:

See Attached Legal Description

Last Record Title Holder:

WL Residential Land, LLC, a Florida limited liability company, by virtue of Warranty Deed recorded in O.R. Book 1723, page 861

Documents of Record (copies attached):

Ordinance recorded in O.R. Book 262, page 807
Easement recorded in O.R. Book 561, page 358
Assigned in O.R. Book 1965, page 1717
O.R. Book 1965, page 1748
O.R. Book 2127, page 1261
O.R. Book 2504, page 1402
Utility Easement recorded in O.R. Book 4865, page 947
Rerecorded in O.R. Book 1965, page 1713
Ordinance recorded in O.R. Book 1539, page 895
Tomoka Community Development District Notice recorded in O.R. Book 1712, page 1822
Special Assessment Notice in O.R. Book 1020, page 409
Consent in O.R. Book 1084, page 1453
Assessments in O.R. Book 2190, page 1565
Consent in O.R. Book 2190, page 1570
True-up Agreement O.R. Book 2190, page 1591

Amended and Restated O.R. 2275, page 1654
Amendment O.R. Book 2707, page 1596.
Well Field GOE recorded in O.R. Book 1965, page 1702
Corrected O.R. Book 2127, page 1242
Collateral Assignment recorded in O.R. Book 2190, page 1576
Resolution 2018-23 recorded in O.R. Book 2267, page 926
Conservation Easement recorded in O.R. Book 2749, page 233
Notice of CDD recorded in O.R. Book 995, page 843
Notice of Rights recorded in O.R. Book 808, page 1604
Plat Book 2, page 41

Period Searched:

From January 2, 1994 to July 22, 2024 @ 5:00 PM.

Tax Information:

Tax ID 0313310000010100020
Number:

2023 Taxes are Paid
Back Taxes: None

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY has not searched for, nor do we assume any liability as to any, restrictions, easements, reservations, conditions, or limitations of record, further this report does not cover any improvement or special assessments by any county or municipal governmental agency.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

Date: October 18, 2024



Authorized Signatory

EXHIBIT A

PARCEL 18:

A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND A PORTION OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 8 S 01° 56' 19" E, 840.59 FEET; THENCE S 31° 45' 44" E, 1330.01 FEET TO THE SOUTH LINE OF LOT 7, BLOCK B, SAID SECTION 9, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION; THENCE S 89° 12' 14" W ALONG THE SOUTH LINE OF SAID LOT 7, AND ALONG THE SOUTH LINE OF LOT 12, BLOCK A, SAID SECTION 8, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 1396.16 FEET; THENCE N 07° 21' 09" W, 442.07 FEET; THENCE S 72° 34' 37" W, 267.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE N 17° 23' 09" W ALONG SAID RIGHT OF WAY LINE, 311.39 FEET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 12, BLOCK A; THENCE DEPART SAID RIGHT OF WAY LINE N 89° 14' 31" E ALONG THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 12, BLOCK A, 310.90 FEET; THENCE N 17° 18' 16" W, 690.36 FEET; THENCE N 01° 07' 55" W, 235.10 FEET; THENCE S 89° 19' 05" W, 280.00 FEET; THENCE N 01° 07' 55" W, 425.00 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE S 89° 19' 05" W ALONG SAID NORTH LINE, 152.45 FEET TO THE WEST LINE OF LOT 10, BLOCK D, SAID SECTION 5, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION; THENCE N 01° 02' 20" W ALONG THE WEST LINE OF SAID LOT 10, BLOCK D AND ALONG THE WEST LINE LOT 3, BLOCK D, SAID SECTION 5, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION, A DISTANCE OF 2338.83 FEET TO THE NORTH LINE OF LOT 3, SAID BLOCK D; THENCE N 89° 18' 57" E ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2, SAID BLOCK D, A DISTANCE OF 1328.19 FEET TO THE NORTHWEST CORNER OF LOT 5, BLOCK C, SAID SECTION 4, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION; THENCE N 89° 33' 19" E ALONG THE NORTH LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 668.21 FEET TO THE EAST LINE OF SAID LOT 5, BLOCK C; THENCE S 02° 54' 51" E ALONG THE EAST LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 660.00 FEET TO THE SOUTH LINE OF SAID LOT 5, BLOCK C; THENCE S 89° 33' 49" W ALONG THE SOUTH LINE OF SAID LOT 5, BLOCK C, A DISTANCE OF 666.05 FEET TO THE EAST LINE OF SAID SECTION 5; THENCE S 03° 06' 06" E ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 1680.93 FEET TO THE POINT OF BEGINNING.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

J. Andrew Hagan, Esquire
2379 Beville Road
Daytona Beach, Florida 32119

NOTE TO RECORDING OFFICER: THE DEED EVIDENCES A CONVEYANCE OF UNENCUMBERED REAL PROPERTY, WITHOUT MONETARY CONSIDERATION, FROM GRANTOR TO A LIMITED LIABILITY COMPANY IN WHICH GRANTOR IS THE SOLE MEMBER, PURSUANT TO THE FLORIDA SUPREME COURT DECISION OF CRESCENT MIAMI CENTER, LLC V. FLORIDA DEPT. OF REVENUE, 903 SO. 2D 913 (FLA 2005), THIS CONVEYANCE IS NOT SUBJECT TO DOCUMENTARY STAMP TAXES PURSUANT TO CHAPTER 201, FLOIRDA STATUES.

SPECIAL WARRANTY DEED

THIS INDENTURE, is made effective June 25, 2009, by and between **INTERVEST AT PLANTATION BAY**, a Florida general partnership (the "Grantor"), whose mailing address is 2379 Beville Road, Daytona Beach, Florida 32119 and **WL RESIDENTIAL LAND, LLC**, a Florida limited liability company (the "Grantee"), whose mailing address is 2379 Beville Road, Daytona Beach, Florida 32119.

WITNESSETH THAT:

GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns, forever, the real property located in Flagler County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Property"), together with all tenements, hereditaments, and appurtenances thereto belonging or in anyway appertaining to the Property.

SUBJECT, HOWEVER, to all covenants, restrictions, easements, liens and other matters of record and ad valorem taxes accruing after December 31, 2008;

AND Grantor does hereby fully warrant the title to said Property and will defend the same against the lawful claims of all parties, claiming by, through or under Grantor but against none other.

EXHIBIT A
(“Property”)

A PORTION OF SECTIONS 3, 4, 5, 8, 9, 10, 15, 16, 21, AND 22, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA AND A PORTION OF BUNNELL DEVELOPMENT COMPANY SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE PROCEEDING N01°46'36"W ALONG THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 986.85 FEET; THENCE DEPARTING SAID WESTERLY LINE OF SECTION 3, N89°27'53"E, 150.00 FEET THENCE N01°46'33"W, 1287.05 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD DIXIE HIGHWAY, A 66 FOOT WIDE RIGHT-OF-WAY; THENCE N89°28'05"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1181.54 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN S01°48'15"E ALONG THE EAST LINE OF LOT 4, BLOCK C, SECTION 3, OF SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION, 1287.00 FEET; THENCE N89°28'22"E, 110.00 FEET TO A POINT ON THE EASTERLY LINE OF THE 236 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN O.R. BOOK 11, PAGE 493 AND O.R. BOOK 34, PAGE 124 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S01°48'15"E, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, 876.42 FEET TO THE NORTH LINE OF PLANTATION BAY SECTION 2A-F, UNIT 1, AS RECORDED IN MAP BOOK 34, PAGES 1 THROUGH 4, SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 2A-F, UNIT 1 THE FOLLOWING 4 COURSES: S88°11'45"W, 236.00 FEET; THENCE S01°48'15"E, 1,022.65 FEET; THENCE S89°20'38"W, 98.17 FEET; THENCE S07°22'24"W, 202.62 FEET; THENCE DEPART SAID BOUNDARY N90°00'00"W, 997.48 FEET; THENCE S45°22'10"W, 162.00 FEET; THENCE S00°00'00"E, 36.40 FEET; THENCE S04°40'29"E, 315.19 FEET; THENCE S02°03'21"E, 685.84 FEET; THENCE S02°18'01"E, 1,284.75 FEET; THENCE S02°58'39"E, 417.93 FEET; THENCE S01°14'51"E, 214.10 FEET; THENCE S03°46'59"E, 210.98 FEET; THENCE S01°33'29"E, 456.77 FEET; THENCE S02°45'47"E, 416.79 FEET TO THE NORTHWEST CORNER OF PLANTATION BAY SECTION 2A-F, UNIT 5, AS RECORDED IN MAP BOOK 37, PAGES 1 THROUGH 3, SAID PUBLIC RECORDS; THENCE S86°03'25"W, 127.67 FEET; THENCE S89°23'04"W, 504.63 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTH, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 28°53'07" AND A CHORD BEARING OF N76°08'46"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 317.61 FEET; THENCE S89°24'40"W, 18.74 FEET; THENCE S54°08'48"W, 766.62 FEET; THENCE S48°23'22"E, 1,313.11 FEET; THENCE S04°17'50"E, 450.94 FEET; THENCE N60°56'09"W, 704.81 FEET; THENCE S15°25'46"W, 406.25 FEET; THENCE S63°16'56"W, 473.64 FEET; THENCE S00°17'02"W, 1,093.51 FEET; THENCE N89°54'39"E, 1,783.75 FEET TO THE EAST BOUNDARY OF SAID PLANTATION BAY SECTION 2A-F, UNIT 5; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 2A-F, UNIT 5 S01°18'01"E, 535.26 FEET; THENCE CONTINUE ALONG SAID BOUNDARY N85°15'31"E, 2,488.07 FEET TO THE BOUNDARY OF PLANTATION BAY SECTION 2A-F, UNIT 4, AS RECORDED IN MAP BOOK 35, PAGES 5 THROUGH 9, SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID PLANTATION BAY SECTION 2A-F, UNIT 4 S49°42'09"E, 744.99 FEET TO THE BOUNDARY OF EAGLE ROCK RANCH SUBDIVISION, AS RECORDED IN PLAT BOOK 26, PAGES 51 THROUGH 52, SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID EAGLE ROCK RANCH SUBDIVISION S40°11'55"W, 1,694.25 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID EAGLE ROCK RANCH SUBDIVISION S49°47'54"E, 1171.20 FEET; THENCE CONTINUE ALONG SAID BOUNDARY S40°14'04"W, 2222.60 FEET TO A POINT ON THE EASTERLY LINE OF U.S. HIGHWAY 1, A 160 FOOT WIDE RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY LINE OF EAGLE ROCK RANCH SUBDIVISION, PROCEED NORTHERLY ALONG SAID U.S. HIGHWAY 1 RIGHT-OF-WAY N49°47'21"W, 637.20 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5619.59 FEET AND A CENTRAL ANGLE OF 08°42'33"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 854.17 FEET; THENCE N48°55'11"E, 35.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5584.59 FEET, A CENTRAL ANGLE OF 01°40'40" AND A CHORD BEARING OF N40°14'28"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 163.53 FEET; THENCE N39°24'09"W, 276.47 FEET; THENCE S50°35'51"W, 35.00 FEET; THENCE N39°24'09"W, 7995.87 FEET TO A POINT ON THE NORTH LINE OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID U.S. HIGHWAY 1 RIGHT-OF-WAY, PROCEED, N89°11'58"E, ALONG THE NORTH LINE OF SAID SECTION 16, 999.49 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 16, N02°00'32"W ALONG THE EAST LINE OF LOT 9, BLOCK C, SECTION 9, SAID BUNNELL DEVELOPMENT COMPANY SUBDIVISION, 1320.83 FEET; THENCE N89°12'05"E ALONG THE NORTH LINE OF LOTS 10 AND 12, BLOCK C, SAID SECTION 9, A DISTANCE OF 1325.60 FEET; THENCE N02°04'45"W ALONG THE WEST LINE OF LOTS 5 AND 6, BLOCK D, SAID SECTION 9, A DISTANCE OF 1320.83 FEET; THENCE S89°12'11"W ALONG THE SOUTH LINE OF LOTS 10 AND 11, BLOCK B, SAID SECTION 9, A DISTANCE OF 1323.99 FEET; THENCE S02°00'32.5"E ALONG THE EAST LINE OF LOT 4, BLOCK C, SAID SECTION 9, A DISTANCE OF 1320.83 FEET; THENCE S89°12'05"W ALONG THE SOUTH LINE OF LOT 4, BLOCK C, SAID SECTION 9, A DISTANCE OF 662.80 FEET; THENCE N01°58'26"W ALONG THE WEST LINE OF LOT 4, BLOCK C AND LOT 9, BLOCK D, SAID SECTION 9, A DISTANCE OF 1981.25 FEET; THENCE S89°12'14"W ALONG THE SOUTH LINE OF LOT 7, BLOCK B, SAID SECTION 9 AND THE SOUTH LINE OF LOT 12, BLOCK A, SAID SECTION 8 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 1396.16 FEET; THENCE N07°21'09.5"W, 442.07 FEET; THENCE S72°34'37"W, 267.61 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE N17°23'09"W ALONG SAID RIGHT OF WAY LINE, 311.39 FEET; THENCE DEPART SAID RIGHT OF WAY LINE N89°14'31"E ALONG THE NORTHERLY LINE OF LOT 12, BLOCK A, SAID SECTION 8, AND THE WESTERLY EXTENSION THEREOF, 310.90 FEET; THENCE N17°18'16"W, 690.36 FEET; THENCE N01°07'55"W, 235.10 FEET; THENCE S89°19'05"W, 280.00 FEET; THENCE N01°07'55"W, 425.00 FEET TO THE NORTH LINE OF SAID SECTION 8; THENCE S89°19'05"W ALONG SAID NORTH LINE, 152.45 FEET; THENCE N01°02'20"W ALONG THE WEST LINE OF LOTS 3 AND 10, BLOCK D, SAID SECTION 5, A DISTANCE OF 2338.83 FEET; THENCE N89°18'57"E ALONG THE NORTH LINE OF LOTS 2 AND 3, BLOCK D, SAID SECTION 5, A DISTANCE OF 1328.19 FEET; THENCE N89°33'19"E ALONG THE NORTH LINE OF LOT 5, BLOCK C, SAID SECTION 4, A DISTANCE OF 668.21 FEET; THENCE S02°54'51"E ALONG THE EAST LINE OF LOT 5, BLOCK C, SAID SECTION 4, A DISTANCE OF 660.00 FEET; THENCE S89°33'49"W ALONG THE SOUTH LINE OF LOT 5, BLOCK C, SAID SECTION 4, A DISTANCE OF 666.05 FEET; THENCE S03°06'06"E ALONG THE EAST LINE OF

LOTS 1, 11 AND 12, BLOCK D, SAID SECTION 5, BEING THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 1680.93 FEET TO THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 13 SOUTH, RANGE 31 EAST; THENCE N89°09'34"E ALONG THE NORTH LINE LOTS 4 AND 5, BLOCK B, SAID SECTION 9, BEING THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1320.73 FEET; THENCE DEPARTING SAID NORTHERLY LINE OF SAID SECTION 9, N02°43'34"W ALONG THE WEST LINE OF LOT 10, BLOCK C, SAID SECTION 4, A DISTANCE OF 1011.14 FEET; THENCE N89°33'56"E ALONG THE NORTH LINE OF LOTS 10 AND 12, BLOCK C AND LOTS 7 AND 9, BLOCK D, SAID SECTION 4, A DISTANCE OF 2657.49 FEET; THENCE S02°04'00"E ALONG THE EAST LINE OF LOT 9, BLOCK D, SAID SECTION 4, A DISTANCE OF 994.19 FEET; THENCE N89°15'13"E ALONG THE NORTH LINE OF LOTS 2 AND 3, BLOCK A, SAID SECTION 9, BEING THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1324.71 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE PLANTATION BAY SCHOOL SITE RECORDED IN PLAT BOOK 29, PAGE 49 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND EXCEPTING THE FOLLOWING PARK SITE:

A PORTION OF SECTIONS 9 AND 16 TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, COMMENCING AS A POINT OF REFERENCE BEING THE NORTHEAST CORNER OF SAID SECTION 16, RUN S89°11'58"W ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 4981.16 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1, A 160 FOOT WIDE RIGHT-OF-WAY; THENCE S39°24'09"E, ALONG SAID RIGHT-OF-WAY, 1525.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN EASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N50°35'51"E, 353.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 425.24 FEET AND A CENTRAL ANGLE OF 37°57'36" AND A CHORD BEARING OF N69°34'39"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, 281.73 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 390.67 FEET AND A CENTRAL ANGLE OF 54°14'32" AND A CHORD BEARING OF N61°26'12"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, 369.85 FEET TO THE POINT OF COMPOUND CURVE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2818.85 FEET AND A CENTRAL ANGLE OF 02°04'29" AND A CHORD BEARING OF N33°16'41"E; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, 102.08 FEET; THENCE S59°28'19"E, 120.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2938.85 FEET AND A CENTRAL ANGLE OF 08°19'23"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 426.91 FEET; THENCE N23°50'51"E, 125.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N23°50'51"E, 350.00 FEET; THENCE S76°52'06"E, 679.42 FEET; THENCE S48°20'31"E, 1737.34 FEET; THENCE S04°12'29"E, 450.94 FEET; THENCE N60°12'29"W, 698.75 FEET; THENCE N79°12'29"W, 393.78 FEET; THENCE N31°58'16"W, 463.90 FEET; THENCE N64°20'47"W, 474.24 FEET; THENCE N48°09'28"W, 628.10 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THE FOLLOWING PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 277, PAGE 854:

A PORTION OF SECTION 3 AND 10, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHWEST CORNER OF SAID SECTION 3, RUN N01°46'36"W ALONG THE WEST LINE OF SAID SECTION 3 A DISTANCE OF 451.12 FEET; THENCE DEPARTING SAID LINE, RUN N82°12'14"E A DISTANCE OF 1212.70 FEET TO THE WEST LINE OF A FLORIDA POWER & LIGHT COMPANY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 34, PAGE 124, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE S01°48'15"E ALONG SAID WEST LINE A DISTANCE OF 601.89 FEET TO THE NORTH LINE OF SAID SECTION 10; THENCE CONTINUE S01°48'15"E ALONG SAID WEST LINE AND THE SOUTHERLY PROJECTION THEREOF A DISTANCE OF 919.99 FEET; THENCE S89°20'38"W A DISTANCE OF 1201.23 FEET TO THE WEST LINE OF SAID SECTION 10; THENCE N02°08'04"W ALONG SAID WEST LINE A DISTANCE OF 920.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1175.95 ACRES, MORE OR LESS.

FLEETWOOD TERRACE

UNIT No. 1.

LOCATED IN FLAGLER COUNTY, FLORIDA

DESCRIPTION:— Being a Subdivision comprising all of Tracts 1, 2 and 3, Block A, Section 8, T.13 S.—R.31 E., Flagler County, Florida, according to Bunnell Development Company Plat as recorded in Map Book 1, Page 1; Public Records of Flagler County, Florida.

Description Note:— Tracts 1, 2 and 3, Block A, Section 8, T.13 S.—R.31 E. = N.E. 1/4 of N.E. of Section 8, comprising 40 Acres, more or less.

PRM.—Permanent Reference Monument—Round Concrete.

Scale:— 1 inch = 100 feet

September 1926.



COUNTY APPROVAL
Approved by the Board of County Commissioners, Flagler County, Florida, _____

DEDICATION

FLEETWOOD TERRACE CORPORATION, a corporation organized and existing under the laws of the State of Florida, hereby declares that it is the owner of FLEETWOOD TERRACE, covered by the annexed plat of subdivision and that it has caused same to be subdivided as shown hereon and hereby dedicates all streets and drives as shown hereon to the use of the public forever.

Signed and sealed in presence of:
 _____ President
 _____ Secretary

ACKNOWLEDGEMENT

State of Florida
 County of Flagler
 I hereby certify that A.S. McGregor and A.D. Henry whose names are signed to the foregoing dedication as president and secretary, respectively, of FLEETWOOD TERRACE CORPORATION, a corporation organized and existing under the laws of the State of Florida, and who are personally known to me as such officers, came before me this day and severally acknowledged that they executed the said dedication as such officers of said corporation for and on behalf of said corporation for the uses and purposes therein expressed, and the said A.D. Henry, secretary of said corporation, further acknowledged that he affixed the seal of said corporation thereto as and for the act and deed of said corporation and that the seal thereto affixed is in fact and in truth the true corporate seal of said corporation.

Witness my hand and official seal this 27th day of Sept. A.D. 1926.
 _____ (Seal)
 Notary Public
 My Commission Expires _____

ENGINEER'S CERTIFICATE

I hereby certify that this plat is a correct representation of the land platted and that permanent reference monuments have been placed as shown and as required under Sec. 7 of the Survey Laws of Florida, 1925.

 Site Certificate of Registration No. 1012.
 ATLANTIC ENGINEERING CO., Daytona Beach, Florida

Accepted for record this 24 day of January, 1927.
 Recorded in Map Book 2, Page 21.

 Clerk of the Circuit Court, Flagler County, Fla.
 Book 2, Page 41



October 28, 2024

Re: Proposed vacation of Fleetwood Terrace Unit No. 1 Plat recorded in Plat Book 2, Page 41
of the Flagler County Official Records

To whom it may concern:

This letter shall serve as confirmation that AT&T (D.B.A. Bellsouth Telecommunications LLC) has no facilities located within the above referenced platted area and therefore has no objection to the plat being vacated.

Sincerely,

A handwritten signature in cursive script that reads "Jacob Brooks", written over a horizontal line.

Jacob Brooks
AT&T GEO Engineer
268 N Ridgewood Ave
Daytona Beach, FL 32114
M 386-843-0316



October 28, 2024

Re: Proposed vacation of Fleetwood Terrace Unit No. 1 Plat recorded in Plat Book 2,
Page 41 of the Flagler County Official Records

To Whom This May Concern:

This letter shall serve as confirmation that Florida Power & Light has no facilities located within the above referenced platted area and therefore has no objection to the plat being vacated.

If you have any questions regarding this matter, please contact Jason Ratay at 386-586-6419.

Sincerely,

A handwritten signature in cursive script that reads "Jason Ratay".

Jason Ratay
Large Projects Distribution Engineer

Oct 30, 2024

Richard D Smith
ICI HOMES Vice President of Development
2379 Beville Road
Daytona Beach, Fl 32119
dsmith@ICIHomes.com
386-236-4163
386-547-4729

**RE: Charter/Spectrum VACATE No Objection Letter for proposed Westlake at Plantation Bay
Future Development Areas: FCPA PROP ID 81191: PARCEL ID 03-13-31-0000-01010-0020**

To Richard D Smith of ICI Homes:

This letter is in response from vacate request, no objection letter from Charter Communications/Spectrum described in survey map provided.

Spectrum has **"no objection"** to vacate proposed area from above-mentioned parcel as described in the attached "Exhibit A" pages 1 & 2 and survey map. 10-foot utility easement to remain along US1.

If you have any questions regarding this, please contact Construction Coordinator David Rivera at 386 566 2314 david.rivera2@charter.com.

Sincerely,



Tim Haynes

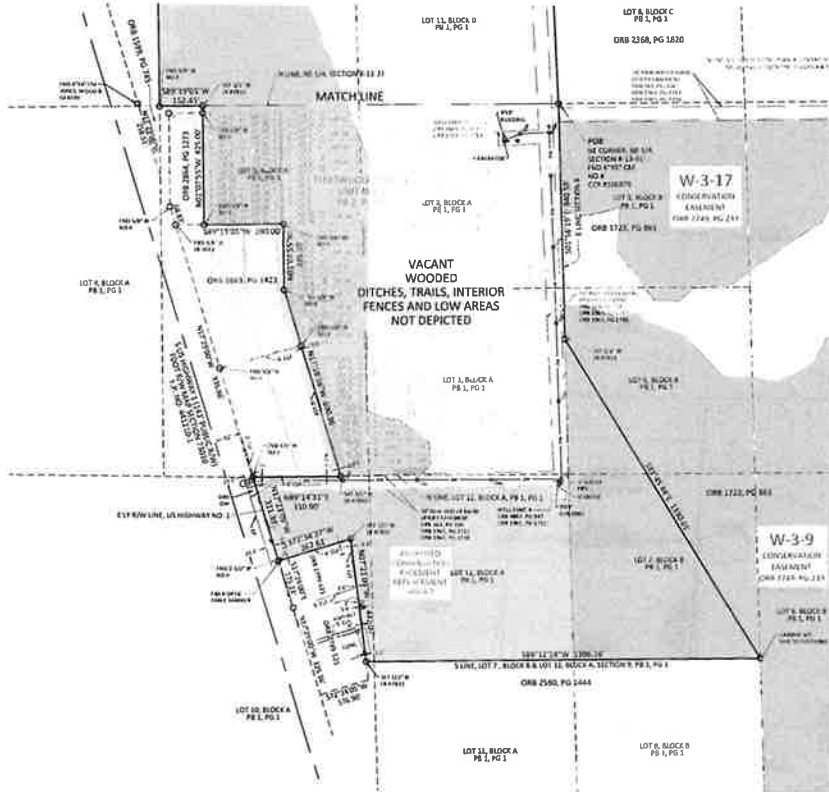
Charter Spectrum

Construction Supervisor

BOUNDARY SURVEY



GRAPHIC SCALE
0 200 400
1 INCH = 200 FEET



DOCUMENTS OF RECORD:

Ordinance recorded in O.R. Book 262, page 807 (DOCUMENT DOES NOT CONTAIN A LEGAL DESCRIPTION)
 Easement recorded in O.R. Book 561, page 358 (ON SUBJECT PROPERTY-SHOWN HEREON)
 Assigned in O.R. Book 1963, page 2712 (ON SUBJECT PROPERTY-SHOWN HEREON)
 O.R. Book 1963, page 1748 (ON SUBJECT PROPERTY-SHOWN HEREON)
 O.R. Book 2127, page 1261 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 O.R. Book 2504, page 1262 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Utility Easement recorded in O.R. Book 4866, page 947, VOLusia COUNTY RECORDS (ON SUBJECT PROPERTY-SHOWN HEREON)
 Re-recorded in O.R. Book 1965, page 1713 (ON SUBJECT PROPERTY-SHOWN HEREON)
 Ordinance recorded in O.R. Book 1533, page 895 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Tamkka Community Development District Notice recorded in O.R. Book 2712, page 1822 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Special Assessment Notice in O.R. Book 2028, page 409 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Consent in O.R. Book 1984, page 1453 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Assessments in O.R. Book 2190, page 1565 (NO DOCUMENT PROVIDED)
 Consent in O.R. Book 2190, page 1570 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 True-up Agreement O.R. Book 2190, page 1591 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Amended and Restated O.R. 2275, page 1654 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Amendment O.R. Book 2707, page 1596 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Well Field GOE recorded in O.R. Book 1965, page 1702 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Corrected O.R. Book 2127, page 1242 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Collateral Assignment recorded in O.R. Book 2190, page 1578 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Resolution 2018-23 recorded in O.R. Book 2297, page 926 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Conservation Easement recorded in O.R. Book 2740, page 233 (ON SUBJECT PROPERTY-SHOWN HEREON)
 Notice of CDD recorded in O.R. Book 995, page 840 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Notice of Rights recorded in O.R. Book 808, page 1604 (ON SUBJECT PROPERTY, NO EASEMENTS TO DEPICT)
 Plat Book 2, page 41 (ON SUBJECT PROPERTY, SHOWN HEREON)

AA	As-built
AB	As-built
AC	As-built
AD	As-built
AE	As-built
AF	As-built
AG	As-built
AH	As-built
AI	As-built
AJ	As-built
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BX	As-built
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BZ	As-built
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CB	As-built
CC	As-built
CD	As-built
CE	As-built
CF	As-built
CG	As-built
CH	As-built
CI	As-built
CJ	As-built
CK	As-built
CL	As-built
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CN	As-built
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CP	As-built
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CY	As-built
CZ	As-built
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DC	As-built
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DL	As-built
DM	As-built
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DO	As-built
DP	As-built
DQ	As-built
DR	As-built
DS	As-built
DT	As-built
DU	As-built
DV	As-built
DW	As-built
DX	As-built
DY	As-built
DZ	As-built
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EK	As-built
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IJ	As-built
IK	As-built
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IO	As-built
IP	As-built
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IZ	As-built
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KI	As-built
KJ	As-built
KK	As-built
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KN	As-built
KO	As-built
KP	As-built
KQ	As-built
KR	As-built
KS	As-built
KT	As-built
KU	As-built
KV	As-built
KW	As-built
KX	As-built
KY	As-built
KZ	As-built
LA	As-built
LB	As-built
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WV	As-built
WW	As-built
WX	As-built
WY	As-built
WZ	As-built
XA	As-built
XB	As-built
XC	As-built
XD	As-built
XE	As-built
XF	

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT in accordance with Section 177.101 of the Florida Statutes and in accordance with Sections 336.09 and 336.10, Florida Statutes, WL Residential Land, LLC, as the owner and contiguous owner to the subject lands included within a plat and roadway vacation petition, has requested that the Board of County Commissioners of Flagler County, Florida, consider its request to vacate that portion of the platted lands and platted rights-of-way described as follows:

A certain portion of Fleetwood Terrace, Unit No. 1, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Flagler County, Florida, together with a portion of Alabama Avenue, a 50 foot wide right-of-way, a portion of Dallas Street, a 50 foot wide right-of-way, a portion of Georgia Avenue, a 25 foot wide right-of-way, a portion of Montgomery Street, a 50 foot wide right-of-way, a portion of Tampa Street, a 50 foot wide right-of-way, a portion of Syracuse Street (excluding those portions previously vacated through Resolution No. 88-65), a 50 foot wide right-of-way, a portion of Tampa Street, a 50 foot wide right-of-way, a portion of Texas Avenue, a right-of-way of variable width, a portion of West Dixie, a 50 foot wide right-of-way, a portion of Wyoming Avenue, a 50 foot wide right-of-way, and an unnamed roadway running North to South adjacent to the East boundary of Blocks 14, 15, and 16, a 15 foot wide right-of-way, all as shown on said Fleetwood Terrace, Unit No. 1 plat, also described as a subdivision comprising all of Tracts 1, 2 and 3, Block A, Section 8, Township 13 South, Range 31 East, Flagler County, Florida, according to the Bunnell Development Company plat as recorded in Map Book 1, Page 1, Public Records of Flagler County, Florida, and all lying in Section 8, Township 13 South, Range 31 East, said Flagler County, with said portion of the Fleetwood Terrace, Unit No. 1, plat to be vacated being that portion that falls within the boundary of that certain property described as follows:

Parcel 18:

A portion of Sections 4, 5, 8 and 9, Township 13 South, Range 31 East, Flagler County, Florida and a portion of Bunnell Development Company Subdivision, as recorded in Plat Book 1, Page 1 of the Public Records of Flagler County, Florida, more particularly described as follows:

Begin at the Northeast corner of Section 8, Township 13 South, Range 31 East; thence along the East line of said Section 8 S 01° 56' 19" E, 840.59 feet; thence S 31° 45' 44" E, 1330.01 feet to the South line of Lot 7, Block B, said Section 9, said Bunnell Development Company Subdivision; thence S 89° 12' 14" W along the South line of said Lot 7, and along the South line of Lot 12, Block A, said Section 8, said Bunnell Development Company Subdivision and the westerly extension thereof, a distance of 1396.16 feet; thence N 07° 21' 09" W, 442.07 feet; thence S 72° 34' 37" W, 267.61 feet to the easterly right-of-way line of said U.S. Highway No. 1; thence N 17° 23' 09" W along said right-of-way line, 311.39 feet to the westerly extension of the North line of said Lot 12, Block A; thence depart said right-of-way line N 89° 14' 31" E along the westerly extension of the northerly line of said Lot 12, Block A, 310.90 feet; thence N 17° 18' 16" W, 690.36 feet; thence N 01° 07' 55" W, 235.10 feet; thence S 89° 19' 05" W, 280.00 feet; thence N 01° 07' 55" W, 425.00 feet to the North line of said Section 8; thence S 89° 19' 05" W along said North line, 152.45 feet to the West line of Lot 10, Block D, said Section 5, said Bunnell Development Company Subdivision; thence N 01° 02' 20" W along the West line of said Lot 10, Block D and along the West line of Lot 3, Block D, said Section 5, said Bunnell Development Company Subdivision, a distance of 2338.83 feet to the North line of Lot 3, said Block D; thence N 89° 18' 57" E along the North line of said Lot 3 and Lot 2, said Block D, a distance of 1328.19 feet to the Northwest corner of Lot 5, Block C, said Section 4, said Bunnell Development Company Subdivision; thence N 89° 33' 19" E along the North line of said Lot 5, Block C, a distance of 668.21 feet to the East line of said Lot 5, Block C; thence S 02° 54' 51" E along the East line of said Lot 5, Block C, a distance of 660.00 feet to the South line of said Lot 5, Block C; thence S 89° 33' 49" W along the South line of said Lot 5, Block C, a distance of 666.05 feet to the East line of said Section 5; thence S 03° 06' 06" E along the East line of said Section 5, a distance of 1680.93 feet to the Point of Beginning.

Being the same lands as described in that certain Property Information Report issued by Old Republic National Title Insurance Company, File #24084945, dated October 18, 2024.

Said petition to vacate the lands and rights-of-way herein described shall be heard by the Flagler County Board of County Commissioners at its regular scheduled meeting on Monday, March 3, 2025 at 9:30 a.m. or as soon thereafter as possible in the Board Chambers at 1769 E. Moody Boulevard, Building 2, Bunnell, Florida.

All interested persons are urged to attend the public hearing and be heard. Anyone wishing to express their opinion may attend, telephone 386-313-4009, or write to: Flagler County Planning and Zoning Department, 1769 E. Moody Blvd., Bldg. 2, Bunnell, FL 32110, or email to planningdept@flaglercounty.gov. Copies of the petition, supporting documents, staff reports and other pertinent information are available for review at the Flagler County Planning and Zoning Department, 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, Monday through Friday (except holidays) from 8:00 a.m. to 4:30 p.m.

PURSUANT TO FLORIDA STATUTE 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS 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 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. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (386) 313-4001 AT LEAST 48 HOURS PRIOR TO THE MEETING.

Feb. 20/27

25-00037F

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

SUBJECT: Consideration of Purchase and Sale Agreement for Conservation Lands in the Amount of \$3,000,000 for a Portion of the Pringle Forest.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: As part of the 2023 Legislative Priorities, Flagler County had identified five (5) properties that have potential to provide protection for drinking water quality, wildlife habitat, and floodplain management for local citizens. All five are identified within the Florida Wildlife Corridor "Opportunity Area". Often protection of these properties will intersect with protection of the County's local way of life. As development pressure increases, our county's wildlands have decreased. Since 1988, we have lost 48,964 acres of wildlands in the County.

Over the past two years, staff have engaged in conversations with the five property owners for fee (acquisition) or less than fee (conservation easements) of their respective properties. One of particular interest is the Pringle Forest, located west of US1 in the northeast of Flagler County. This property is part of the Matanzas to Ocala Wildlife Corridor and is an 8,000-acre tract of land that surrounds the City of Palm Coast's wellfields and is the location of the headwaters for Pellicer Creek, which is already showing elevated bacterial counts from human impacts. Protection of Pringle Forest is a high priority for the County and the City of Palm Coast. The three parcels being considered through this agreement adjoin other conservation lands under public ownership that are owned and managed by the St. John's River Water Management District. These parcels also adjoin parcels owned by the Florida Agricultural Legacy Learning Center, including the Hewitt Sawmill. Through this purchase and sale agreement, Flagler County can secure approximately 308 acres of the Pringle Forest. Through the 2023 Legislative Program, Flagler County was awarded \$3,000,000 for the acquisition of conservation lands with the Florida Fish and Wildlife Conservation Commission (FWC) serving as the granting agency. This property and purchase meet with the approval of FWC.

As of the time of publication of this agenda, the following issues related to the transaction raise concern among staff. However, staff have discussed the issues with representatives of Raydient and resolved most of them. Staff will present an updated agreement and deed prior to the Board meeting.

- Raydient will only provide a special warranty deed, not a general warranty deed. Raydient is only warranting the title as to encumbrances which occurred during Raydient's time as owner.
- Raydient is not providing the County access to the western lands, which will affect the appraisal value.
- Raydient wants the County to accept as an exception to clear title: "all outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise." Not all of these encumbrances may appear on title searches.
- Likewise we are asked to accept as exceptions to clear title: "all current and previous reservations, exceptions and conveyances of oil, gas, and associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record."

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

- Raydient wants the County to accept as an exception to clear title, “All matters of public record,” essentially making meaningless our contractual right to object to clouds on the title that will appear in the title commitment.
- Much of the land is part of the Old Brick Township Development of Regional Impact approved by the City of Palm Coast (“DRI”). The western lands are mostly conservation in the DRI while the eastern lands are not implicated. Many facets of the DRI implicate the land to be conveyed including water management permitting, proportionate share agreement with FDOT and a utility agreement.
- Raydient requires the County to pay for the cost of a survey, followed by painting and blazing of trees to mark the boundary as well as setting of survey monuments.
- Raydient requests the County to accept the lands subject to a license agreement with Rayonier affiliates and the City of Palm Coast for well exploration and well monitoring. Raydient has not provided the County a copy of the agreement.
- Raydient currently has license agreements allowing persons to utilize the lands for beekeeping and myrtle stick. The licensees are required to vacate the premises prior to closing, but the agreement does not provide the County remedies if the licensees fail to vacate.
- The deed has a number of concerning provisions. Raydient seeks to retain a 120’ wide roadway easement. The deed would prohibit the County from paving the road but allows Raydient to pave the road in Raydient’s sole discretion. If it is paved, the deed obligates the County to work in good faith with Raydient to dedicate the paved road to a government. In sum, Raydient could choose to pave the road and then force the County to take ownership and maintenance responsibilities.
- The deed prohibits the County from development activities and disturbing the land except for “parks, primitive camping, nature trails, boardwalks, wildlife viewing areas, off-road biking, equestrian and water resource activities, and improvements associated with outdoor education.” Land management activities such as thinning of timber would also be allowed.
- The deed requires any utilities installed to be underground.
- The County assumes responsibility for any violation of environmental laws that may have occurred on the land.

The title and survey work are underway. In addition to the updated agreement to be presented subsequent to the publication of this agenda, the title report will inform the County to what degree some of these issues do or do not remain a concern.

Specific to the Old Brick Township DRI Development Order, the lands to be purchased within Parcel No. 18-10-30-0000-01020-0020 were described as “Creekside Settlements” to be developed with (as depicted on Exhibit “B” – Preliminary Master Plan – Map H):

- Neighborhood Centers/Convenience Retail
- Residential
- Community Support
- Preserved Wetlands
- Trails
- Green Development Principles

A specific dwelling unit count or other measure of the intended intensity of development within the Creekside Settlements was not provided in the DRI Development Order. A proposed Gopher Tortoise Preserve – identified at General Condition No. 20(c) as at least 40 acres in size

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

– was additionally depicted on Map H within this area. As conveyed to County staff, Raydient would seek to locate this gopher tortoise recipient site elsewhere within the DRI boundaries.

Other than a proposed roadway connection from the south and internal to the DRI, access for the Creekside Settlements eastward towards U.S. Highway 1 was depicted through a “Northern Optional Route” which would cross the Florida East Coast railroad right-of-way (“FEC RR”) before connecting to U.S. Highway 1. As provided in the Development Order at General Condition 29(j), “the Developer may elect to proceed with the Northern Optional Route as depicted on Map H attached as Exhibit ‘B’ to the Development Order” if the City has not acquired the right-of-way for the Matanzas Woods Parkway Extension Road’s initial segments – from U.S. 1 to the FEC RR, and from the FEC RR to the DRI’s east boundary – within 12 months of the effective date of the Development Order. While these rights-of-way have not been obtained by the City at this time, funding has been provided by the Legislature for the grade-separated crossing of the Matanzas Woods Parkway Extension Road over the FEC RR.

There was mention in the DRI Development Order of the formation of one or more Community Development Districts (“CDD”)(see General Condition No. 38). Provided that the DRI Development Order remains in place and the County does purchase the Raydient lands within the limits of the DRI, then the County would potentially be subject to future obligations related to the CDD, up to and including assessments related to the construction, operation, and maintenance of infrastructure provided by the CDD within the limits of the CDD which may coincide with the limits of the DRI according to the DRI Development Order.

STATEGIC PLAN:

Focus Area: Growth and Infrastructure

- Goal 2- Protect and Manage Natural Resources
 - Objective GI 2.5: Explore opportunities to acquire conservation lands through the
 - Environmentally Sensitive Lands (ESL) program.

FUNDING INFORMATION: The BoCC has been awarded funding through the Florida Fish and Wildlife Conservation Commission as part of the 2023 Legislative Appropriations in the amount of \$3,000,000 for this purchase.

DEPARTMENT CONTACT: Adam Mengel, Growth Management Director, 386-313-4065
Jorge Salinas, Administration, 386-313-4001

RECOMMENDATIONS: Request the Board approve the Purchase and Sale Agreement for the Acquisition of Conservation Lands with Legislative Appropriation Funds in the Amount of \$3,000,000, authorizing the Chair to execute the agreement and all necessary documents associated with this transaction approved as to form by the County Attorney.

ATTACHMENTS:

1. Purchase and Sale Agreement - *Forthcoming*

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

SUBJECT: Consideration of an Update to the Flagler County Board of County Commissioners Rules of Procedure.

DATE OF MEETING: March 3, 2025

OVERVIEW/SUMMARY: The Board reviewed its Rules of Procedure at the December 2, 2024 Workshop and directed staff to bring to the Board for approval the attached revision to the Rules. Highlights of the changes requested by the Board include:

SECTION I. COMMISSION MEETINGS AND PUBLIC PARTICIPATION

- Page 2, Subsection 3.c. Clarification that persons violating rules of decorum may be removed from the Chambers by a member of Flagler County Sheriff's Office with the power of arrest as opposed to a general reference to the Sheriff's Office.
- Page 3, Subsection 3.j. Removal, as duplicative, of reference to public comment on items added to the agenda.
- Page 4, Section 6. Increase in time allotted to a speaker representing a group during public hearings from five (5) minutes to up to ten (10) minutes.
- Page 4, Subsection 7.b. Clarification that those participating in quasi-judicial public hearings must address questions to the Commission, as a body, rather than individual Commission members or staff or other speakers.
- Page 5, Section 4. Increase in time allotted to a speaker representing a group during quasi-judicial public hearings from five (5) minutes to up to ten (10) minutes.

SECTION II. PREPARATION OF AGENDA; ORDER OF BUSINESS

- Page 9, Subsection 10.c. Clarification that a speaker representing a group during Community Outreach will have five (5) minutes to speak (as compared to 10 minutes for public hearings and quasi-judicial public hearings).
- Page 10, Section 5. Clarification that a member of Flagler County Sheriff's Office with the power of arrest (as opposed to a general reference to a Deputy Sheriff) shall be present to provide security and assistance in maintaining order.
- Page 11, Section 9. Addition of the requirement to read secret ballots aloud once cast.

Additionally, staff includes the following changes throughout the attached revised Rules for the Board's consideration:

- Update statutory references
- Provide uniformity as to pronouns used

STRATEGIC PLAN:

Focus: Effective Government

- EG 3.5 Promote a responsive, proactive and transparent government that is open, participative and encourages citizen engagement.

FUNDING: N/A

DEPARTMENT: County Administration and County Attorney

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

RECOMMENDATION: Requested the Board approve the Updated Rules of Procedure.

ATTACHMENTS:

1. Updated Rules of Procedure
2. Updated Rules of Procedure in Redline



Flagler County Board of County Commissioners

Rules of Procedure

SECTION I. COMMISSION MEETINGS AND PUBLIC PARTICIPATION

1. Commission Meetings:

- a. Unless otherwise advertised, all regular meetings of the Flagler County Board of County Commissioners shall be conducted at 9:00 a.m. on the first Monday of the month and at 5:00 p.m. on the third Monday of the month in the Board Chambers in the Government Services Building located at 1769 East Moody Boulevard, Bunnell, Florida. From time to time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances and special meetings and workshops may be scheduled as necessary to conduct County business. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of all meetings as is feasible.
- b. The first Monday meeting beginning at 9:00 a.m. shall end before 5:00 p.m. unless the Board agrees by consensus or passes a motion to extend the time of adjournment. The Board shall recess for a lunch break at a time determined by consensus of the Board.
- c. The second Monday meeting beginning at 5:00 p.m. shall end before 11:00 p.m. unless the Board agrees by consensus or passes a motion to extend the time of adjournment.
- d. All agenda items not concluded before the time of adjournment shall automatically be carried over to the next scheduled meeting unless State law requires the hearing to be conducted at a different time or unless the Board, by a majority vote, determines otherwise.

2. Commission Meetings – Open to the Public: All meetings of the Flagler County Commission, and of committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statutes.

- a. The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions (Section 447.605(1), Florida Statutes); meetings regarding risk management claims (Section 768.28(16), Florida Statutes); and litigation meetings pursuant to Section 286.011(8), Florida Statutes. The Commission shall follow all statutory requirements for exempt meetings.
- b. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms. Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

3. Appearance Before the Commission: Persons who desire to address the Commission on a matter which is scheduled as a General Business or Public Hearing item may do so during the public comment segment of the item, upon recognition and introduction by the Chair. For all other matters which are scheduled on the agenda, to include the consent agenda, persons may address the Commission during the first Community Outreach period of the meeting.

- a. After being recognized, the person should:



Flagler County Board of County Commissioners Rules of Procedure

- Step up to the speakers' rostrum and give his/her name and where s/he resides;
 - Unless further time is granted by the Chair, limit comments to three (3) minutes;
 - Address all remarks to the Commission as a body, and not a member thereof; and
 - Make comments and present documents to the Commission and the Commission's Clerk.
- b. Speakers should make comments concise and to the point and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.
- c. Any person who disrupts or interrupts a Board meeting by the use of obscene language, by violation of these rules of decorum, by the threat of physical violence, or by exhibiting loud or boisterous behavior while the Board is in session may be removed from the meeting by a law enforcement officer of Flagler County Sheriff's Office. Removal may be requested at the direction of the Chair or by consensus of the Board or may be performed on the Sheriff's own initiative. No demonstrations of approval or disapproval from the audience shall be permitted. Any person violating the provisions of this section may be removed from the meeting; and/or the Chair may recess the meeting until order is restored. The Chair shall call upon the law enforcement officers or other security officer who may be present during the meeting to enforce directions given by the Chair for any violation of this section.
- d. The Commission may discuss the matter, assign it to a committee, refer it to the Administrator and/or Attorney for review and comment, question the speaker and/or take other appropriate action or no action.
- e. No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- f. A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking whom the Chair has properly recognized.
- g. If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal from the Commission Chambers.
- h. If a large number of individuals wish to be heard on a proposition, a representative of those individuals may be designated to speak to the Commission on behalf of the group. The representative shall sign in with the Clerk prior to the meeting or indicate to the Chair at the time of public comment that the representative desires to be heard on behalf of the group. Group representatives shall have two (2) additional minutes to speak, for a total of five (5) minutes, unless granted additional time by the Chair.
- i. Employees of the County may address the Commission on matters of public concern. Employees or those speaking on their behalf shall not be permitted to address a grievance/arbitration or employee appeal matter as a part of Community Outreach. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.
- j. These procedures may be waived by the Chair, pursuant to Section 286.0114(3), F.S.



Flagler County Board of County Commissioners Rules of Procedure

- 4. Public Comments and Inquiries for Items Not on the Agenda:** Persons may address the Commission on items not on the agenda, which are within the jurisdiction or governance of the County Commission, during the Community Outreach periods. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is within the jurisdiction or governance of the County Commission. If it is not, then the Chair may advise the individual to submit his/her comments to the County Administrator who will endeavor to forward the comments to the appropriate public official/s. If the inquiries and comments are within the jurisdiction or governance of the County Commission, then the Chair will determine whether they are legislative or administrative in nature and then:
- a. If legislative, and the inquiry or comment is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the Administrator and/or Attorney for review and recommendation or may take other action or no action as it deems appropriate.
 - b. If administrative, and the inquiry or comment is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator, the Chair should then refer the complaint directly to the County Administrator for his/her review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when his/her review is completed. Where the Flagler County Code provides a specific procedure for administrative review or appeal, that procedure shall govern.
- 5. Commission Inspection Trips and Media Conferences:**
- a. The Chair, Commission, or County Administrator may schedule inspection trips as directed by the Commission. Advance notice of these meetings shall be given in the same manner as special meetings. County Commission staff shall make minutes of these meetings.
 - b. Any and every media conference officially sponsored by the Flagler County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.
- 6. Public Hearings – Time, Location and 11 p.m. Rule:** Public hearings conducted at Commission meetings are normally conducted at 9:30 a.m., or soon thereafter, on the first Monday of the month, and at 5:30 p.m., or soon thereafter, on the third Monday of the month. Unless advertised otherwise, public hearings are conducted in the Board Chambers in the Government Services Building located at 1769 East Moody Boulevard, Bunnell, Florida.

The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. Public hearings may be continued from a prior meeting or scheduled on days or evenings in addition to the first and third Monday of each month. No public hearing shall continue past 11:00 p.m. If a public hearing is not completed by 11:00 p.m., it shall be continued to a time



Flagler County Board of County Commissioners

Rules of Procedure

certain as determined by the Commission. It is the intent of the Commission that this 11:00 p.m. rule not be waived.

Each speaker will be allowed up to three minutes to present his/her position, unless the speaker represents a group, in which case the speaker will be allowed up to ten (10) minutes to present the group's position. The Chair may grant additional time to speakers.

7. Public Hearing; Procedures.

a. General Public Hearings:

1. The Chair shall announce the opening of the Public Hearing and the topic being considered.
2. The County Administrator or his/her designee shall describe the agenda item to be considered, and provide the staff recommendation, if any. The Chair shall then inquire as to whether any Commissioners have questions for administration.
3. The Chair shall invite all speakers, if any, and the public to address the matter being considered.
4. Following public comment, the Chair shall close the public hearing and inquire if any Commissioner wishes to put forth a motion. Following the motion and its second, discussion shall occur among Commissioners.
5. The Chair shall inquire if there is any further discussion by the Commissioners and ask for any final comments or recommendations from administration. The maker of the motion or Clerk may be asked to restate the motion if necessary for clarification.
6. The Chair shall inquire if the Commissioners are ready for the question and call the vote.

b. Quasi-Judicial Public Hearings for zoning changes and other agenda items requiring a quasi-judicial hearing:

Quasi-Judicial Policy Statement: It shall be the general policy of the Board that the following statement of intent shall be applicable to all quasi-judicial public hearings:

"All persons wishing to participate have the right, through the Commission as a body, and not an individual member thereof, to ask questions of staff or other speakers, and to seek clarification of comments made by staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceeding and official minutes."

"While the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or that is included in the County staff report to support their testimony."



Flagler County Board of County Commissioners

Rules of Procedure

Applicant/Public Testimony and Evidence Statement:

Any person intending to speak on behalf of another person, partnership, association, corporation, organization, or other legal entity making application must request to be so recognized prior to speaking on the matter under consideration. Failure to make such request shall not preclude any person from speaking for himself/herself, but rather on behalf of another. Testimony presented to the Board shall be confined to facts pertinent to the case in question. In cases involving professional expert testimony, it may be accepted from those individuals (i.e., planners, architects, physicians, attorneys, engineers, etc.), when they are testifying in their particular field of expertise.

Order of Procedure for Conducting the Hearing: The order of procedure to be followed for quasi-judicial hearings shall generally be as follows. Such procedures are subject to the particular matter being heard by the Commission and the applicable caselaw, ordinances and statutes governing such matter.

- 1. Ex-Parte Disclosure Statement by the Chair:** The Chair shall make the following inquiry of the County Commissioners:

“Has any Commissioner received any oral or written communications regarding the quasi-judicial item? If so, please disclose the substance of the communication and identify the person making the communication.”

Disclosure must be made before or during the public meeting at which a vote is taken on quasi-judicial matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- 2. Staff Presentation of Application:** The County Administrator or his/her designee shall describe the quasi-judicial item to be considered and will make a presentation pertaining to the item as desired. Staff shall not exceed ten (10) minutes during its presentation. The Chair shall then inquire as to whether the Commissioners have questions for the staff members who made the presentation.
- 3. Applicant Presentation:** The applicant or his/her representative shall make a presentation pertaining to the application. The Chair shall inquire as to whether Commissioners and the parties to the proceeding have questions of the applicant and the applicant’s representatives. The applicant will generally have up to fifteen (15) minutes to present the application unless this time is extended by consensus of the Board.
- 4. Proponent and Opponent Presentations:** The Chair shall next ask if any members in the audience wish to present evidence and testimony; each speaker shall give his/her name and address for the record and will be allowed up to three (3) minutes. A speaker may be allowed up to ten (10) minutes if s/he represents and speaks on behalf of other persons wishing to address the matter. The Chair may grant additional time to speakers. At the conclusion of the testimony, the Chair shall ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness. Any materials to be presented to the Commission in any presentation must be filed with the Clerk to the Board of County Commissioners.



Flagler County Board of County Commissioners Rules of Procedure

5. **Applicant Rebuttal and Closing Staff Comments:** There shall be an opportunity for applicant rebuttal (not to exceed ten (10) minutes) and staff closing comments, or such time as allowed by the Commission.
 6. **Commission Motions to Approve or Deny:** The Chair shall then inquire if any of the Commissioners wish to put forth a motion. If there is a second to the motion, the Commissioners may discuss the motion after which the Chair shall call the vote. No motions shall be accepted by the Chair until the close of the applicant's rebuttal and the public hearing portion of the hearing.
 7. **Notice to the Applicant if Application is Not Approved:** If a motion is not passed in favor of the application, the application shall be deemed to be denied and the applicant shall be so notified by the Chair.
- c. **Ex-parte Communications:** Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any Commissioner the merits of any matter on which the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.
1. The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a zoning decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.
 2. A Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a zoning decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.
 3. Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.
8. **Public Records; Inspection; Duplication:** Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law.
- a. If the purpose of a document prepared in connection with the official business of the County is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of the County.
 - b. Requests for copies of public information for Commission meetings (videotapes, CD, audiotapes, etc. of County Commission meetings and workshops) should be made through the Clerk's office.



Flagler County Board of County Commissioners Rules of Procedure

- c. Inspection and duplication fees shall be as specified in Chapter 119, Florida Statutes.



Flagler County Board of County Commissioners

Rules of Procedure

SECTION II. PREPARATION OF AGENDA; ORDER OF BUSINESS

1. **Preparation of Agenda:** The County Administrator shall prepare the agenda according to policies developed by the Commission. The County Administrator or the County Attorney may place an item on the agenda. Any Commissioner may seek consensus of the Commission to add an item to a Commission agenda.
 - a. The Chair, any Commissioner or the County Administrator may schedule an item for a time certain that recognizes County employees or citizens. These recognitions will generally honor individuals, teams, or organizations for activities or actions that benefit Flagler County.
 - b. The County Administrator shall have broad discretion in managing the items to be placed on the agenda. In order to conduct efficient meetings, s/he shall have the power to add or delete items, except for those items requested to be placed on the agenda by a Commissioner with consensus of the Commission.

Presentations on time certain items shall be a maximum of fifteen (15) minutes in length.

2. **Agenda Material:** A copy of the agenda and supporting materials shall be prepared for Commissioners, the public and the media **generally** by the Wednesday, twelve (12) days prior to the next regular Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, shall be available for review in the County Administrator's office. The County Commission, the County Administrator and County Attorney shall have the authority to add agenda items up to the time of the meeting when it is essential, necessary and in the County's best interest to do so.

3. **Meeting; Order of Business:** The business of all regular meetings of the Commission should be transacted as follows (provided, however, that the Chair may, by simple majority vote or consensus of the Commission, rearrange items on the agenda to more expeditiously conduct the business before the Commission):

1. **Pledge to the Flag and Moment of Silence**

2. **Additions, Deletions and Modifications to the Agenda**

- a. Addition of agenda items: An amendment to the agenda is necessary and consists of items that are submitted for agenda consideration after the established deadline. Examples of such items include grant applications. Amendments will be permitted only when warranted.
- b. Removal of agenda items: Any Commissioner, the County Administrator or County Attorney may request that an item be pulled from the agenda and the Commission shall vote by consensus whether or not to delete the item from the agenda.

3. **Announcements by the Chair**

4. **Recognitions, Proclamations and Presentations**



Flagler County Board of County Commissioners

Rules of Procedure

5. Community and Board Comments:

- a. Community Outreach: A thirty (30) minute time period provided for public comment on any consent agenda item or topic within the jurisdiction or governance of the Commission that are not on the agenda. There is a three (3) minute time limit for all speakers, unless an individual requests to speak on behalf of a group. Normally, such individual who represents a group will have five (5) minutes to address the Commission or such time as the Commission determines.
- b. Board Comments on Consent Items: A Commissioner may speak about an item to highlight without pulling for discussion.

NOTE: Prior to the vote on the motion to approve Consent Agenda Items, the Chair will inquire if any Commissioner wishes to pull an item for further discussion. If an item is pulled it will be discussed separately. If two Commissioners remove the same item, the first Commissioner to indicate the removal will be the first to speak.

6. Consent Agenda: Constitutional Officers

7. Consent Agenda: BOCC Departments

8. General Business Items

- 9. **Public Hearings:** For the 9:00 a.m. meeting, the Public Hearings shall commence at 9:30 a.m., or soon thereafter, or as advertised. For the 5:00 p.m. meeting, the Public Hearings shall commence at 5:30 p.m., or soon thereafter, or as advertised.

10. Addition Reports and Comments:

- a. County Administrator Report/Comments
- b. County Attorney Report/Comments
- c. Community Outreach: Community Outreach: A thirty (30) minute time period provided for public comment on any topics within the jurisdiction or governance of the Commission that are not on the agenda. There is a three (3) minute time limit for all speakers, unless an individual has written documentation that they are representing a group, in which case s/he will have five (5) minutes to address the Commission or such time as the Commission determines.
- d. Commission Reports/Action/Comments

11. Adjournment

Section 286.0105, Florida Statutes, states that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person will need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.

- 4. **Quorum:** A quorum for the transaction of business by the Commission consists of three (3) Commissioners physically present at the meeting location. Remote participation shall not be permitted unless pursuant to an executive order of the governor during a declared state of emergency. Once a quorum has been established, a majority of Commissioners present at the



Flagler County Board of County Commissioners Rules of Procedure

meeting and eligible to vote shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5th) of the Commission is required for approval of an item (i.e., consideration of emergency ordinances, gas tax and other proposals requiring an extraordinary majority).

- 5. Required Attendance of Officials:** In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: Clerk of the Court, County Administrator, County Attorney, or their designees. A law enforcement officer of Flagler County Sheriff's Office shall be present to provide security and assistance in maintaining order.
- 6. Clerk of the Commission; Minutes:**
 - a. The Clerk of the Court shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting or workshop.
 - b. The Clerk shall notify the County Administrator's office to place the minutes on the agenda for approval by the Commission. Such minutes may be placed on the consent agenda and shall stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction shall be made. Copies of all Commission meeting minutes shall be available for review at the reception desk in the Clerk's office.
- 7. Orderly Conduct of Meetings:** The Chair has the authority to ensure the orderly conduct and decorum at meetings. The Sheriff is authorized to assist the Chair in performing the duty of maintaining order and decorum at the Commission meetings. The following policy provides guidance in handling disruptions:
 - a. If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that his/her time to address the Commission has expired and the Chair will direct the individual to leave the podium.
 - b. If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.
 - c. If the disruption fails to stop:
 1. The Chair will inform the individual causing the disruption that his/her actions are contrary to the orderly function of the meeting and that the individual is to cease such action.
 2. If an individual continues to disrupt the meeting after being instructed to cease, the Chair will direct the individual to leave the meeting site. The Chair will advise the person that s/he may submit their comments in writing to the County Administrator who will furnish the comments to the Chair and Clerk or other public official/s as appropriate. The Chair will inform the individual that if s/he is directed to leave and fails to do so, the individual may be subject to arrest.
 3. If the disruption fails to cease, the Chair may instruct the Sheriff to remove the individual from the meeting site. Regardless of whether the Chair so requests, the Sheriff shall



Flagler County Board of County Commissioners

Rules of Procedure

remove any person from the meeting site who exhibits threatening behavior or who refuses to cease disrupting the meeting.

- 8. Rules of Order and Debate:** Every Commission member desiring to speak shall address the Commission Chair and, upon recognition by the Chair, shall confine his/her comments to the question under debate.
- a. The maker of a motion shall be entitled to the floor first for debate.
 - b. A member once recognized shall not be interrupted when speaking unless to call said member to order. The member shall then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member shall be at liberty to proceed.
 - c. If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to: (1) the Vice Chair; (2) the senior Commission member (if the Vice Chair is absent); or (3) another Commission member who has remained impartial; until the main motion on which the presiding officer spoke has been disposed.
 - d. Consistent with longstanding practice, the Commission shall follow simplified parliamentary procedures based on these rules and using Robert's Rules of Order Newly Revised as a guide, so long as such procedures and rules do not conflict with ordinances, statutes, or these Rules of Procedure.
- 9. Voting:** The votes during all Commission meetings should be transacted as follows:
- a. In order to expedite business, the Chair may determine to call for the vote by voice. At the request of any Commissioner, the Clerk shall take a roll call vote. A roll call vote can be conducted by ballot or by voice. If by ballot, each member indicates his/her name and vote on the ballot. Once all ballots are cast, the manner in which each Commissioner voted will be read aloud. If by voice, the chair puts the question and the secretary calls the members' names alphabetically, except that the chair's vote is taken last. Each member responds "Yea" for an affirmative vote, "Nay" for a negative vote. The secretary repeats the name of each member and states his or her vote to ensure accuracy in recording.
 - b. When the Chair calls for a vote on a motion, every member who was in the Commission chambers must give their vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.012, Florida Statutes, or other Florida law.
 - c. The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote, unless otherwise required by statute or ordinance. In case of a tie in votes on any proposal, the proposal shall be considered to have failed and the requested item shall be deemed as denied.
 - d. Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefor entered in the minutes.



Flagler County Board of County Commissioners Rules of Procedure

- e. If a motion is not carried by at least a majority of Commissioners present, the proposal shall be considered failed.

10. Conflict of Interest as Specified in Section 112.3143 or Section 286.012, Florida Statutes:

The County Commissioners are legally obligated to abide by all statutory requirements of Florida law, including but not limited to Section 112.3143 and Section 286.012, Florida Statutes. No Commissioner shall vote in his/her official capacity on a matter which would inure to his/her special private gain or loss, or which the Commissioner knows would inure to the special private gain of any principal by who s/he is retained, the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or a business associate. If a Commissioner abstains from voting to avoid a legal conflict of interest, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of his/her interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting. This Form must be filed within fifteen (15) days following the Commission meeting.

11. Ordinances: An enacted ordinance is a legislative act that prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the County.

- a. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.
- b. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.
- c. Emergency Ordinances. By vote of one more than simple majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(4), Florida Statutes.

12. Resolutions: Generally, an enacted resolution is an internal legislative act that is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law, and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced.

13. Motions: An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the County. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been called for a vote, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. A second to the motion may withdraw their second and the Chair would then request if any other Commissioner would like to second, otherwise the motion would die for lack of second.



Flagler County Board of County Commissioners Rules of Procedure

Once the motion has received a second and has been called for a vote, the Commission must vote on the motion.

14. Reconsideration of Action Previously Taken: A motion to reconsider enables the commission to set aside a vote on a main motion taken at the same meeting or at the next regular meeting, and to consider that motion again as though no vote had been taken on it.

a. A motion to reconsider shall be allowed at any time by any Commissioner who voted on the prevailing side, during a meeting, except when a motion on some other subject is pending.

15. Rescinding Action Previously Taken: Commission action may be rescinded by a majority vote if the motion to reconsider is made by a Commissioner who voted on the prevailing side. After a motion to reconsider has been adopted by a majority vote, any Commissioner may, at the next regular Commission meeting, move to rescind action previously taken. Land use and other items requiring notice and a public hearing shall not be rescinded without re-notice and public hearing of the item being considered for rescission.



Flagler County Board of County Commissioners

Rules of Procedure

SECTION III. GENERAL PROVISIONS

- 1. Newly Elected Commissioners:** The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Section 100.041, Florida Statutes.

A swearing-in ceremony for newly elected Commissioners will be conducted by the Honorable Circuit Court Judge or his/her designee. The County Administrator shall provide an orientation program.

- 2. Election of Chair and Vice-Chair; Succession in Office:** Procedures for electing officers are as follows:

- a. Every year or any other time it deems appropriate, the Board shall elect a Chairperson from among its members. The Circuit Court Judge (or the 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.
- b. 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.
- c. In case of the absence or temporary disability of the Chair, the Vice-Chair shall serve as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, shall be selected by members of the Commission to serve during the continuance of the absences or disabilities. The order of succession shall be based upon the length of seniority that the Commissioners have served in office, and in case of a tie, by drawing of lots.

- 3. Commission Chair / Presiding Officer:** The Presiding Officer (Chair) shall preside at all meetings of the Commission, and be recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon him/her as Chair, s/he shall continue to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities are:

- a. Call the meeting to order, having ascertained that a quorum is present;
- b. Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by him/her, and s/he declares all votes;
- c. Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;
- d. Expedite business in every way compatible with the rights of members;



Flagler County Board of County Commissioners Rules of Procedure

e. The Chair shall have the same rights in debate as any other member. If the Chair wishes to make a motion, the gavel must be relinquished. Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

1. Vice-Chair;
2. Other Commissioners based upon seniority;
3. Another Commission member who has remained impartial;

The presiding officer who relinquished the Chair shall not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

f. Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

g. When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings; and

h. Invoke rules of procedure and parliamentary decorum consistent with the Rules of Procedure necessary for the orderly conduct of public business.

4. Commission Appointments to Boards and Committees: Advisory Boards and Committees will be appointed and operated pursuant to the rules attached as Exhibit B.

5. Code of Conduct: Each Commissioner is subject to the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes. Each Commissioner will attend annual ethics training as required by Section 112.3142, Florida Statutes. Each Commissioner shall strive to faithfully comply with the Code of Ethics adopted by the Florida Association of Counties, attached as Exhibit C.

6. Suspension and Construction of Rules: Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These rules of procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.



Flagler County Board of County Commissioners Rules of Procedure

Exhibit A: Advisory Boards, Committees and Councils

Flagler County currently has the following active advisory boards, committees or councils:

1. Contractor Review Board—Fla. Stat. §489.131(7)
2. Emergency Medical Services Advisory Board—Fla. Stat. §401.25(6)
3. Housing Task Force/Affordable Housing Advisory Committee—Fla. Stat. §420.9076(2)
4. Land Acquisition Selection Advisory Committee (Environmentally Sensitive Lands)
5. Library Board of Trustees
6. Parks and Recreation Advisory Board
7. Planning and Development Board
8. Public Safety Coordinating Council—Fla. Stat. §951.26(1)
9. Tourist Development Council—Fla. Stat. §125.0104(4)(e)
10. Veterans Advisory Council

The following list of advisory boards, committees or councils are named in the Flagler County Code, but have no members appointed.

- Code Enforcement Board
- Construction Board of Adjustments and Appeals
- Educational Impact Fee Committee (meets as needed but not sunset)
- Housing Finance Authority
- Human Services Allocation Committee
- Small Business Council

These boards, committees or councils were either established by state law, County ordinance, resolution, Board of County Commissioners recommendation or a combination of state and local law. This section contains a general set of rules which shall be applicable to all boards, committees or councils that currently exist and any that may be subsequently created, followed by a brief summary of the boards, committees or councils and their enabling legislation. A general application form (Attachment 1) must be completed for any person desiring to be appointed to any Board of County Commissioners' board, committee or council.



Flagler County Board of County Commissioners

Rules of Procedure

Exhibit B: General Rules for Citizen Boards, Committees and Councils Appointed by the Flagler County Board of County Commissioners

All citizen boards, committees and councils reporting to the Board of County Commissioners shall be governed by the following general provisions, unless where said boards are governed by state law, County Ordinance or Resolution, such state law, County Ordinance or Resolution shall prevail to the extent of such conflict:

1. Comply with Chapter 286, Florida Statutes, "The Sunshine Law." The Sunshine Law requirements include, but are not limited to:
 - a. Meetings of boards, committees and councils must be open to the public;
 - b. Members of the public shall have an opportunity to address the board, committee, or council during the public comment portion of the meeting;
 - c. Reasonable notice of such meetings must be given; and
 - d. Minutes of the meeting must be taken.
2. Comply with Chapter 119, Florida Statutes, "The Public Records Act."
3. Comply with Chapter 112, Florida Statutes (public officers and employees) as required by that Chapter.
4. Comply with the Flagler County Employment policies pertaining to prohibiting discrimination, sexual harassment, and workplace violence.
5. Each member shall be an elector of Flagler County unless otherwise waived by the Board of County Commissioners. Additional considerations would include whether or not the applicant is a property owner, resident, a United States citizen or specializes in a field pertinent to the goals of the advisory board.
6. Unless otherwise required by statute or ordinance, the membership shall be available to citizens at large as opposed to elected officials in order to avoid the necessity of making positions available to each municipality and give more citizens opportunity.
7. Members shall be appointed in accordance with established Board of County Commission policies and procedures related to the establishment of and appointment of boards, committees and councils. Unless otherwise provided, members who have served the duration of their term and are subject to term limits for their board or committee may remain until a successor is appointed.
8. Members may be removed without notice and without assignment of cause by a majority vote of the County Commission.



Flagler County Board of County Commissioners Rules of Procedure

9. Unless otherwise determined by the board, members of each board, committee or council shall annually elect a chair and vice-chair from among the members and may create and fill other offices as the Board deems needed. Exceptions to above statement include where any state statute or County Ordinance/Resolution otherwise mandates that the Chair of the Board of County Commissioners (or his/her designee) shall serve as the chair of the council/committee.
10. Each board, committee or council shall create whatever subcommittees it deems needed to carry out the purposes of the board.
11. The chair of the board, committee or council shall appoint the membership of each subcommittee as required by the board.
12. The County Administrator shall appoint a County employee to serve as secretary of the board, committee or council, recorder and custodian of all board, committee or council records.
13. Members shall not be compensated, but may be paid for travel and other expenses incurred on board business under procedures prescribed in advance by the County Commission, in accordance with Florida law.
14. The County Commission shall appropriate funds to permit each board, committee or council to perform its prescribed function.
15. If any member fails to attend three (3) successive unexcused, or 5 of 12 regularly scheduled meetings that have been noticed, the position shall be declared vacant and a replacement determined under customary Board appointment policy. The 12-month time period will begin with the first absence.
16. Bylaws, outlining the purpose and intent of the advisory board or committee, membership criteria, officers and their duties, and meeting guidelines, including information on a quorum, attendance, agenda development and rules of procedure, shall be adopted by each board, committee or council. Bylaws will be approved as to form by the County Attorney and approved by the County Administrator. (A template is provided as Attachment 2)
17. Citizen boards, committees and councils may change meeting dates, locations and times at their discretion provided proper public notice is given.
18. If any specific provision herein conflicts with a specific provision in the County Code or Florida Statutes, the County Code or Florida Statutes shall govern. Florida Statutes govern over the County Code in case of any conflict between them.
19. Newly appointed members of the Planning and Development Board shall complete the online training in growth management and land use offered by the Institute for County Government, a division of the Florida Association of Counties. The Commission may waive this requirement for appointees who possess experience in growth management and land use matters.



Flagler County Board of County Commissioners Rules of Procedure



ATTACHMENT 1 FLAGLER COUNTY GENERAL APPLICATION FOR VOLUNTEER BOARD, COMMITTEE OR COUNCIL MEMBERSHIP (Please Print)

Name: _____ Date: _____

Home Mailing Address: _____

Home Physical Address: _____

County of Residence: _____ Voter Registration #: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____

Education: _____

Business: (name & type): _____

Business Address: _____

Business Phone: _____ Position: _____

Professional Organizations:

Have you ever served on a Flagler County appointed Board, Committee or Council?

Yes ___ No ___ If yes, please identify those on which you have served.

BOARD, COMMITTEE OR COUNCIL

DATES SERVED



Flagler County Board of County Commissioners Rules of Procedure

Please list any board, committee or council for which you would like to be considered:

Training or experience related to activities of board, committee or council to which appointment is sought:

References may be secured from the following individuals (print name, address and phone number):

- (1) _____
- (2) _____
- (3) _____

IMPORTANT. READ BEFORE SIGNING. If appointed, I will attend meetings in accordance with adopted policies of Flagler County. If at any time my business or professional interests conflict with the interests of this Board, Committee or Council, I will not participate in such deliberations. I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.

ATTACHMENT 2



Flagler County Board of County Commissioners Rules of Procedure

BYLAWS OF THE FLAGLER COUNTY ADVISORY COMMITTEE NAME HERE

PART I: PURPOSE & INTENT

The Flagler County Board of County Commissioners has established the **Advisory Committee Name** under **how it was established**, to **what its function is**.

PART II: MEMBERSHIP

Section 1. MEMBERSHIP. The Committee shall consist of **Number (#)** members, who **describe the make up of the Committee here**. All appointees shall be residents and registered voters of Flagler County and shall serve at the discretion of the Board of County Commissioners.

Section 2. TERMS. The Committee members shall serve staggered terms and the term of office shall be for **Number (#)** years. If a vacancy occurs prior to the expiration of any member's full term, the Board of County Commissioners shall advertise the position and replace with another candidate accordingly.

Section 3. COMPENSATION. All members of the Committee shall serve without compensation; none are entitled to pension or retirement benefits for service on the Committee.

PART III: OFFICERS

Section 4. OFFICERS. Except where otherwise required by statute or ordinance, the Committee shall elect its Chair and Vice-Chair from among its members. The term of the Chair and Vice-Chair shall be one (1) year with eligibility for reelection.

Section 5. DUTIES OF OFFICERS. The duties and power of the officers of the Committee shall be as follows:

A. Chair

- (1) To preside at all meetings of the Committee;
- (2) To call special meetings of the Committee in accordance with these Bylaws;
- (3) To sign documents within the purview and authority of the Committee; and
- (4) To see that all actions of the Committee are properly taken.

B. Vice-Chair

During the absence, disability or disqualification of the Chair, the Vice-Chair shall exercise or perform all the duties and be subject to all responsibilities of the Chair.

PART IV: MEETINGS

Section 6. ANNUAL MEETING. The annual meeting of the **Advisory Committee name** shall be the first regular meeting in the month of January (***unless already established***) each year. Such meeting shall be devoted to the election of officers for the ensuing year and such other business as shall be scheduled by the Committee.



Flagler County Board of County Commissioners

Rules of Procedure

Section 7. REGULAR MEETINGS. Regular meetings of the Committee shall be held on the **regular day held** of the month at **time held** in the **Name of room and building (if applicable)** located at **address, City**, Florida. Time and place changes of meetings may be called by the Chair, provided that reasonable advance notice is given to each member and the public in accord with Florida's Sunshine Law.

Section 8. QUORUM. 50% + 1 (denote the number using that formula) members of the Committee shall constitute a quorum for transaction of business. The only business that can be transacted in the absence of a quorum is (1) to adjourn; (2) to recess for a period of time within the same day; and (3) to continue any agenda item to a date and time certain.

Section 9. NOTICE OF INABILITY TO ATTEND MEETING. Each member of the Committee that will not be able to attend a scheduled meeting shall, at the earliest possible opportunity, advise the County staff liaison. The County staff liaison shall notify the Chair in the event that projected absences will produce a lack of a quorum. If any appointed member of the Committee fails to attend three (3) unexcused consecutive, regularly scheduled meetings or five (5) of twelve (12) regular or special meetings or workshops of the Committee, the County staff liaison shall notify the County Administrator. The County Administrator will present to the Board of County Commissioners the name of any appointed member of an advisory committee established by the Board of County Commissioners who has failed to attend the required number of meetings as noted previously in this section. The Board of County Commissioners shall determine whether in such circumstances it shall declare the position vacant and obtain a successor applicant for membership with the particular advisory committee.

Section 10. VOTING. At all meetings of the Committee, each member attending shall be required to cast a vote on all matters requiring action by the Committee. Any member who has a conflict of interest on any issue being voted shall recuse himself/herself from voting on matters relating to the issue. The member must have a special gain or loss as defined by the Florida Commission on Ethics in order to have a conflict of interest. The member should consult with the County Administrator's office on whether a conflict exists. In the event of conflict, the required form must be completed and made a part of the minutes. The conflict and recusal shall be stated in the minutes of the Committee. Otherwise the member is required to cast a vote.

Section 11. PROCEEDING.

- A. The order of business, unless otherwise adopted by the members present, at all regular meetings shall be as follows:
 - (1) Roll call and Pledge of Allegiance
 - (2) Approval of minutes of previous meetings
 - (3) Agendaed items
 - (4) Adjournment
- B. Minutes will be taken and maintained by County staff. Copies of all minutes will be sent to the County Administrator and made available to each Flagler County Commissioner.

Section 12. RULES OF PROCEDURE. All meetings of the Committee shall be conducted with *Robert's Rules of Order Revised* as a guideline. The Committee shall be governed by the Florida Sunshine Law, Public Records Law, **Ordinance #, Resolution # or Flagler County Code Section (if applicable)** and these Bylaws.

Section 13. DEADLINE FOR AGENDA. The deadline for placement of an item on the agenda of the Committee shall be seven (7) calendar days prior to any scheduled meeting.



Flagler County Board of County Commissioners Rules of Procedure

Section 14. AMENDMENTS. These Bylaws may be amended at any meeting of the Committee, only to the extent consistent with County Ordinance/Resolution and provided that said notice of said proposed amendment is given to each member in writing at least five (5) business days prior to said meeting and approved as to form by the County Administrator and approved by the County Administrator.

Section 15. RELATION TO COUNTY COMMISSION RESOLUTIONS AND STATE LAWS. Any section or provision of any section of the Bylaws as adopted by the **Name of the Committee** which conflicts with County resolution or State laws shall have no force and effect.

Section 16. MATTERS REFERRED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS. Matters referred to the Committee by the Board of County Commissioners shall be placed on the calendar for consideration and action at the first meeting of the Committee after such referral.

Section 17. THESE BYLAWS SHALL BECOME EFFECTIVE IMMEDIATELY UPON APPROVAL AS TO FORM BY THE COUNTY ATTORNEY AND APPROVAL BY THE COUNTY ADMINISTRATOR.

These Bylaws adopted this ____ day of _____, 20__.

Name, Committee Chair

ATTEST:

Name, Committee Recording Secretary

APPROVED:

County Administrator

Date

APPROVED AS TO FORM:

County Attorney



Flagler County Board of County Commissioners Rules of Procedure

EXHIBIT C: Florida Association of Counties Code of Ethics



Flagler County Board of County Commissioners

Rules of Procedure

SECTION I.- COMMISSION MEETINGS AND PUBLIC PARTICIPATION

1. Commission Meetings:

- a. Unless otherwise advertised, all regular meetings of the Flagler County Board of County Commissioners shall be conducted at 9:00 a.m. on the first Monday of the month and at 5:00 p.m. on the third Monday of the month in the Board Chambers in the Government Services Building located at 1769 East Moody Boulevard, Bunnell, Florida. -From time to time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances and special meetings and workshops may be scheduled as necessary to conduct County business. -Prior notice of such change shall be provided to the public, the Clerk and the media.- While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of all meetings as is feasible.
- b. The first Monday meeting beginning at 9:00 a.m. shall end before 5:00 p.m. unless the Board agrees by consensus or passes a motion to extend the time of adjournment. -The Board shall recess for a lunch break at a time determined by consensus of the Board.
- c. The second Monday meeting beginning at 5:00 p.m. shall end before 11:00 p.m. unless the Board agrees by consensus or passes a motion to extend the time of adjournment.
- d. All agenda items not concluded before the time of adjournment shall automatically be carried over to the next scheduled meeting unless State law requires the hearing to be conducted at a different time or unless the Board, by a majority vote, determines otherwise.

2. Commission Meetings – Open to the Public: All meetings of the Flagler County Commission, and of committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statutes.

- a. The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions (Section 447.605(1), Florida Statutes); meetings regarding risk management claims (Section 768.28(~~45~~16), Florida Statutes); and litigation meetings pursuant to Section 286.011(8), Florida Statutes.- The Commission shall follow all statutory requirements for exempt meetings.
- b. For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms. -Other signs, placards, or banners shall not disrupt meetings or interfere with a person's ability to observe the meeting.

3. Appearance Before the Commission:- Persons who desire to address the Commission on a matter which is scheduled as a General Business or Public Hearing item may do so during the public comment segment of the item, upon recognition and introduction by the Chair. For all other matters which are scheduled on the agenda, to include the consent agenda, persons may address the Commission during the first Community Outreach period of the meeting.

- a. After being recognized, the person should:



Flagler County Board of County Commissioners

Rules of Procedure

- Step up to the speakers' rostrum and give his/her name and where ~~they resides/he resides~~;
 - Unless further time is granted by the Chair, limit comments to three (3) minutes;
 - Address all remarks to the Commission as a body, and not a member thereof; and
 - Make comments and present documents to the Commission and the Commission's Clerk; and
- b. Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. - No person may speak more than once on the same subject unless granted permission by the Chair.
- c. Any person who disrupts or interrupts a Board meeting by the use of ~~profane/obscene~~ language, by violation of these rules of decorum, ~~or~~ by the threat of physical violence, or ~~who exhibits~~ by exhibiting loud or boisterous behavior while the Board is in session, may be removed from the meeting by ~~the a law enforcement officer of Flagler County Sheriff's office.~~ Office. Removal may be requested at the direction of the Chair or by consensus of the Board, or may be performed ~~by the Sheriff's office~~ on the ~~deputy's~~ Sheriff's own initiative. No demonstrations of approval or disapproval from the audience shall be permitted. - Any person violating the provisions of this section may be removed from the meeting; and/or the Chair may recess the meeting until order is restored. -The Chair shall call upon the Sheriff's law enforcement officers or other security officer who may be present during the meeting to enforce directions given by the Chair for any violation of this section.
- d. The Commission may discuss the matter, assign it to a committee, refer it to the Administrator and/or Attorney for review and comment, question the speaker and/or take other appropriate action or no action.
- e. No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. - No question may be asked except through the Chair.
- f. A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking whom the Chair has properly recognized.
- g. If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. -If the person does not do so, s/he is subject to removal from the Commission Chambers.
- h. If a large number of individuals wish to be heard on a proposition, a representative of those individuals may be designated to speak to the Commission on behalf of the group. The representative shall sign in with the Clerk prior to the meeting or indicate to the Chair at the time of public comment that the representative desires to be heard on behalf of the group. Group representatives shall have two, (2) additional minutes to speak, for a total of five (5) minutes, unless granted additional time by the Chair.
- i. Employees of the County may address the Commission on matters of public concern. Employees or those speaking on their behalf shall not be permitted to address a grievance/arbitration or employee appeal matter as a part of Community Outreach.



Flagler County Board of County Commissioners

Rules of Procedure

Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

~~j. In the event that an item is added to the agenda for the Commission's consideration after the first Community Outreach period, the Chair will make an opportunity available for public comment on the item in conformance with these procedures.~~

~~k-j.~~ These procedures may be waived by the Chair, pursuant to Section 286.0114-(3), F.S.

4. Public Comments and Inquiries for Items Not on the Agenda: Persons may address the Commission on items not on the agenda, which are within the jurisdiction or governance of the County Commission, during the Community Outreach periods. -The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. -When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is within the jurisdiction or governance of the County Commission. -If it is not, then the Chair may advise the individual to submit his/her comments to the County Administrator who will endeavor to forward the comments to the appropriate public official/s. -If the inquiries and comments are within the jurisdiction or governance of the County Commission, then the Chair will determine whether they are legislative or administrative in nature and then:

- a. If legislative, and the inquiry or comment is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the Administrator and/or Attorney for review and recommendation, or may take other action or no action as it deems appropriate.
- b. If administrative, and the inquiry or comment is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator, the Chair should then refer the complaint directly to the County Administrator for his/her review, if said complaint has not been so reviewed. -The Commission may direct that the County Administrator report to the Commission when his/her review is completed. -Where the Flagler County Code provides a specific procedure for administrative review or appeal, that procedure shall govern.

5. Commission Inspection Trips and Media Conferences:

- a. The Chair, Commission, or County Administrator may schedule inspection trips as directed by the Commission. -Advance notice of these meetings shall be given in the same manner as special meetings.- County Commission staff shall make minutes of these meetings.
- b. Any and every media conference officially sponsored by the Flagler County Government will be open to all media representatives and to the general public. -Press conferences will be conducted in a location that is publicly accessible.

6. Public Hearings – Time, Location and 11 p.m. Rule: Public hearings conducted at Commission meetings are normally conducted at 9:30 a.m., or soon thereafter, on the first Monday of the month, and at 5:30 p.m., or soon thereafter, on the third Monday of the month.



Flagler County Board of County Commissioners

Rules of Procedure

Unless advertised otherwise, public hearings are conducted in the Board Chambers in the Government Services Building located at 1769 East Moody Boulevard, Bunnell, Florida.

The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. ~~Public hearings may be continued from a prior meeting, or~~ scheduled on days or evenings in addition to the first and third Monday of each month. ~~No public hearing shall continue past 11:00 p.m. If a public hearing is not completed by 11:00 p.m., it shall be continued to a time certain as determined by the Commission. It is the intent of the Commission that this 11:00 p.m. rule not be waived.~~

Each speaker will be allowed up to three minutes to present his/her position, unless the speaker represents a group, in which case the speaker will be allowed five up to ten (10) minutes to present the group's position. ~~The Chair may grant additional time to speakers.~~

7. Public Hearing; Procedures.

a. General Public Hearings:

1. The Chair shall announce the opening of the Public Hearing and the topic being considered.
2. The County Administrator or his/her designee shall describe the agenda item to be considered, and provide the staff recommendation, if any. ~~The Chair shall then inquire as to whether any Commissioners have questions for administration.~~
3. The Chair shall invite all speakers, if any, and the public to address the matter being considered.
4. Following public comment, the Chair shall close the public hearing and inquire if any Commissioner wishes to put forth a motion. Following the motion and its second, discussion shall occur among Commissioners.
5. The Chair shall inquire if there is any further discussion by the Commissioners and ask for any final comments ~~or~~ recommendations from administration. ~~The maker of the motion or Clerk may be asked to restate the motion if necessary for clarification.~~
6. The Chair shall inquire if the Commissioners are ready for the question and call the vote.

b. Quasi-Judicial Public Hearings for zoning changes ~~and other agenda items requiring a quasi-judicial hearing:~~

Quasi-Judicial Policy Statement: It shall be the general policy of the Board that the following statement of intent shall be applicable to all quasi-judicial public hearings:

"All persons wishing to participate have the right, through the ~~Chair~~ Commission as a body, and not an individual member thereof, to ask questions of staff or other speakers, and to seek clarification of comments made by staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Board's record of proceeding and official minutes."

"While the Board welcomes comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be



Flagler County Board of County Commissioners

Rules of Procedure

supported by competent substantial evidence presented to the Commission during the hearing on the application. –Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. –There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by ~~a~~ County staff, that the applicant presented, or ~~on factual information that is~~ included in the County staff report to support their testimony.”

Applicant/Public Testimony and Evidence Statement:

Any person intending to speak on behalf of another person, partnership, association, corporation, organization, or other legal entity making application, must request to be so recognized prior to speaking on the matter under consideration. – Failure to make such request shall not preclude any person from speaking for himself/herself, but rather on behalf of another. –Testimony presented to the Board shall be confined to facts pertinent to the case in question. – In cases involving professional expert testimony, it may be accepted from those individuals (i.e., planners, architects, physicians, attorneys, engineers, etc.), when they are testifying in their particular field of expertise.

Order of Procedure for Conducting the Hearing: The order of procedure to be followed for quasi-judicial hearings shall generally be as follows. –Such procedures are subject to the particular matter being heard by the Commission and the applicable caselaw, ordinances and statutes governing such matter.

1. Ex-Parte Disclosure Statement by the Chair: The Chair shall make the following inquiry of the County Commissioners:

“Has any Commissioner received any oral or written communications regarding the quasi-judicial item? –If so, please disclose the substance of the communication and identify the person making the communication.”

Disclosure must be made before or during the public meeting at which a vote is taken on quasi-judicial matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

2. Staff Presentation of Application: The County Administrator or his/her designee shall describe the quasi-judicial item to be considered and will make a presentation pertaining to the item as desired. Staff shall not exceed ten (10) minutes during its presentation. The Chair shall then inquire as to whether the Commissioners have ~~u~~ questions for the staff members who made the presentation.

3. Applicant Presentation: The applicant or his/her representative shall make a presentation pertaining to the application. –The Chair shall inquire as to whether Commissioners and the parties to the proceeding have questions of the applicant and the applicant’s representatives. –The applicant will generally have up to fifteen (15) minutes to present the application unless this time is extended by consensus of the Board.

4. Proponent and Opponent Presentations: The Chair shall next ask if any members in the audience wish to present evidence and testimony; each speaker shall give his/her name and address for the record and will be allowed up to three (3) minutes. ~~Speakers~~ speaker may be allowed up to ~~exceed the three (3) minute time limit with a maximum of~~



Flagler County Board of County Commissioners Rules of Procedure

~~a five (5) minute time limit~~ (10) minutes if s/he represents and speaks on behalf of other persons wishing to address the matter. ~~The Chair may grant additional time to speakers.~~ At the conclusion of the testimony, the Chair shall ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness. Any materials to be presented to the Commission in any presentation must be filed with the Clerk to the Board of County Commissioners.

- 5. Applicant Rebuttal and Closing Staff Comments:** There shall be an opportunity for applicant rebuttal (not to exceed ten (10) minutes) and staff closing comments, or such time as allowed by the Commission.
- 6. Commission Motions to Approve or Deny:** The Chair shall then inquire if any of the Commissioners wish to put forth a motion. ~~If there is a second to the motion, the Commissioners may discuss the motion after which the Chair shall call the vote. No motions shall be accepted by the Chair until the close of the applicant's rebuttal and the public hearing portion of the hearing.~~
- 7. Notice to the Applicant if Application is Not Approved:** If a motion is not passed in favor of the application, the application shall be deemed to be denied and the applicant shall be so notified by the Chair.

c. Ex-parte Communications: Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any Commissioner the merits of any matter on which the County Commission may take action. ~~The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.~~

- 1.** The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a zoning decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.
- 2.** A Commissioner may read a written communication from any person. ~~A written communication that relates to quasi-judicial action pending before the Commission (such as a zoning decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.~~
- 3.** Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. ~~Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.~~

8. Public Records; Inspection; Duplication: ~~Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messagesdata processing software, or other material, regardless of physical form ~~or~~ characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, are public records.~~ A public



Flagler County Board of County Commissioners Rules of Procedure

record (including information stored in computers) is open to public inspection and duplication, unless exempted by law.

- a. If the purpose of a document prepared in connection with the official business of the agencyCounty is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agencythe County.
- b. Requests for copies of public information for Commission meetings (videotapes, CD, audiotapes, etc. of County Commission meetings and workshops) should be made through the Clerk's office.
- c. Inspection and duplication fees shall be as specified in Chapter 119, Florida Statutes.



Flagler County Board of County Commissioners

Rules of Procedure

SECTION II. -PREPARATION OF AGENDA; ORDER OF BUSINESS

1. Preparation of Agenda:– The County Administrator shall prepare the agenda according to policies developed by the Commission. –The County Administrator or the County Attorney may place an item on the agenda.– Any Commissioner may seek consensus of the Commission to add an item to a Commission agenda.

- a. The Chair, any Commissioner or the County Administrator may schedule an item for a time certain that recognizes County employees or citizens. –These recognitions will generally honor individuals, teams, or organizations for activities or actions that benefit Flagler County.
- b. The County Administrator shall have broad discretion in managing the items to be placed on the agenda. –In order to conduct efficient meetings, s/he/she shall have the power to add or delete items, except for those items requested to be placed on the agenda by a Commissioner with consensus of the Commission.

Presentations on time certain items shall be a maximum of fifteen (15) minutes in length.

2. Agenda Material: –A copy of the agenda and supporting materials shall be prepared for Commissioners, the public and the media **generally** by the Wednesday, twelve (12) days prior to the next regular Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. –The agenda, as well as lengthy reports that are part of agenda documentation, shall be available for review in the County Administrator’s office. –The County Commission, the County Administrator and County Attorney shall have the authority to add agenda items up to the time of the meeting when it is essential, necessary and in the County’s best interest to do so.

3. Meeting; Order of Business: –The business of all regular meetings of the Commission should be transacted as follows:– (provided, however, that the Chair may, by simple majority vote or consensus of the Commission, rearrange items on the agenda to more expeditiously conduct the business before the Commission):

1. Pledge to the Flag and Moment of Silence

2. Additions, Deletions and Modifications to the Agenda

- a. Addition of agenda items: An amendment to the agenda is ~~a~~ necessary and consists of items that are submitted for agenda consideration after the established deadline. Examples of such items include grant applications.– Amendments will be permitted only when warranted.
- b. Removal of agenda items:– Any Commissioner, the County Administrator or County Attorney may request that an item be pulled from the agenda and the Commission shall vote by consensus whether or not to delete the item from the agenda.

3. Announcements by the Chair

4. Recognitions, Proclamations and Presentations



Flagler County Board of County Commissioners

Rules of Procedure

5. Community and Board Comments:

- a. Community Outreach: A thirty-~~minutes~~ (30) minute time period provided for public comment on any consent agenda item or topic within the jurisdiction or governance of the Commission that are not on the agenda. There is a three (3) minute time limit for all speakers, unless an individual requests to speak on behalf of a group. -Normally, such individual who represents a group will have five (5) minutes to address the Commission or such time as the Commission determines.
- b. Board Comments on Consent Items: A Commissioner may speak about an item to highlight without pulling for discussion.

NOTE: Prior to the vote on the motion to approve Consent Agenda Items, the Chair will inquire if any Commissioner wishes to pull an item for further discussion. -If an item is pulled it will be discussed separately.- If two Commissioners remove the same item, the first Commissioner to indicate the removal will be the first to speak.

6. Consent Agenda: Constitutional Officers

7. Consent Agenda: BOCC Departments

8. General Business Items

9. **Public Hearings:** For the 9:00 a.m. meeting, the Public Hearings shall commence at 9:30 a.m., or soon thereafter, or as advertised. -For the 5:00 p.m. meeting, the Public Hearings shall commence at 5:30 p.m., or soon thereafter, or as advertised.

10. Addition Reports and Comments;

- a. County Administrator Report/Comments
- b. County Attorney Report/Comments
- c. Community Outreach: Community Outreach: A thirty-~~minutes~~ (30) minute time period provided for public comment on any ~~topic~~topics within the jurisdiction or governance of the Commission that are not on the agenda. There is a three (3) minute time limit for all speakers, unless an individual has written documentation that they are representing a group, in which case s/he will have five (5) minutes to address the Commission or such time as the Commission determines.
- d. Commission Reports/Action/Comments

11. Adjournment

Section 286.0105, Florida Statutes, states that if a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting, a record of the proceedings may be needed and, for such purposes, the person will need to ensure that a verbatim record is made, which record includes the testimony and evidence upon which the appeal is to be based.

4. **Quorum:-** A quorum for the transaction of business by the Commission consists of three (3) Commissioners physically present at the meeting location. -Remote participation shall not be permitted unless pursuant to an executive order of the governor during a declared state of emergency. -Once a quorum has been established, a majority of Commissioners present at the



Flagler County Board of County Commissioners

Rules of Procedure

meeting and eligible to vote shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5th) of the Commission is required for approval of an item (i.e., consideration of emergency ordinances, gas tax and other proposals requiring an extraordinary majority).

5. Required Attendance of Officials: –In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: –Clerk of the Court, County Administrator, County Attorney, or their designees. –A memberlaw enforcement officer of Flagler County Deputy Sheriff's Office –~~Sheriff~~ shall be present to provide security and assistance in maintaining order.

6. Clerk of the Commission; Minutes:

- a. The Clerk of the Court shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting or workshop.
- b. The Clerk shall notify the County Administrator's office to place the minutes on the agenda for approval by the Commission. –Such minutes may be placed on the consent agenda and shall stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. –In such event, an appropriate correction shall be made.– Copies of all Commission meeting minutes shall be available for review at the reception desk in the Clerk's office.

7. Orderly Conduct of Meetings: –The Chair has the authority to ensure the orderly conduct and decorum at meetings. ~~The Flagler County Sheriff's Office~~The Sheriff is ~~authorized~~ to assist the Chair in performing the duty of maintaining order and decorum at the ~~Commission~~ meetings. The following policy provides guidance in handling disruptions:

- a. ~~(a)~~ If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that his/her time to address the Commission has expired and the Chair will direct the individual to leave the podium.
- b. ~~(b)~~ If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.
- c. ~~(c)~~ If the disruption fails to stop:
 - 1. The Chair will inform the individual causing the disruption that his/her actions are contrary to the orderly function of ~~the~~ meeting and that the individual is to cease such action.
 - 2. If an individual continues to disrupt the meeting after being instructed to cease, the Chair will direct the individual to leave the meeting site. –The Chair will advise the person that s/he/she may submit their comments in writing to the County Administrator who will furnish ~~to~~ the comments to the Chair and Clerk or other public official/s as appropriate. The Chair will inform the individual that if s/he is directed to leave and fails to do so, the individual may be ~~subject~~ to arrest.
 - 3. If the disruption fails to cease, the Chair may instruct the Sheriff's deputy Sheriff to remove the individual from the meeting site. –Regardless of whether the Chair so requests, the



Flagler County Board of County Commissioners Rules of Procedure

- d. Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefor entered in the minutes.
- e. If a motion is not carried by at least a majority of Commissioners present, the proposal shall be considered failed.

10. Conflict of Interest as Specified in Section 112.3143 or Section 286.012, Florida Statutes:

The County Commissioners are legally obligated to abide by all statutory requirements of Florida law, including but not limited to Section 112.3143 and Section 286.012, Florida Statutes. -No Commissioner shall vote in his/her official capacity on a matter which would inure to his/her special private gain or loss, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, ~~of~~ the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or ~~of~~ a business associate. - If a Commissioner abstains from voting to avoid a legal conflict of interest, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of his/her interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting. This Form must be filed within fifteen (15) days following the Commission meeting.

11. Ordinances: - An enacted ordinance is a legislative act that prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the County.

- a. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.
- b. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.
- c. Emergency Ordinances. -By vote of one more than simple majority, the Commission may without notice or hearing adopt an emergency ordinance. - The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(~~34~~), Florida Statutes.

12. Resolutions: - Generally, an enacted resolution is an internal legislative act that is a formal statement of policy concerning matters of special or temporary character. -Commission action shall be taken by resolution when required by law, and in those instances where an expression of policy more formal than a motion is desired. -All resolutions shall be reduced to writing. - A resolution may be put to its final passage on the same day on which it was introduced.

13. Motions: - An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the County. -A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. -All motions shall be made and seconded before debate.



Flagler County Board of County Commissioners Rules of Procedure

Before a motion has been called for a vote, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. A second to the motion may withdraw their second and the Chair would then request if any other Commissioner would like to second, otherwise the motion would die for lack of second. Once the motion has received a second and has been called for a vote, the Commission must vote on the motion.

14.Reconsideration of Action Previously Taken: –A motion to reconsider enables the commission to set aside a vote on a main motion taken at the same meeting or at the next regular meeting, and to consider that motion again as though no vote had been taken on it.

a. A motion to reconsider shall be allowed at any time by any Commissioner who voted on the prevailing side, during a meeting, except when a motion on some other subject is pending.

15.Rescinding Action Previously Taken:– Commission action may be rescinded by a majority vote if the motion to reconsider is made by a Commissioner who voted on the prevailing side. After a motion to reconsider has been adopted by a majority vote, any Commissioner may, at the next regular Commission meeting, move to rescind action previously taken. –Land use and other items requiring notice and a public hearing shall not be rescinded without re-notice and public hearing of the item being considered for rescission.



Flagler County Board of County Commissioners

Rules of Procedure

SECTION III.- GENERAL PROVISIONS

1. **Newly Elected Commissioners:** The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in [Section 100.041, Florida Statutes](#)~~-Section 100.041.~~

A swearing-in ceremony for newly elected Commissioners will be conducted by ~~the~~ Honorable Circuit Court Judge or his/her designee. ~~The~~ County Administrator shall provide an orientation program.

2. **Election of Chair and Vice-Chair; Succession in Office:** Procedures for electing officers are as follows:

- a. Every year or any other time it deems appropriate, the Board shall elect a Chairperson from among its members. ~~The~~ Circuit Court Judge (or the 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.
- b. 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.
- c. In case of the absence or temporary disability of the Chair, the Vice-Chair shall serve as Chair during the absence. ~~In~~ case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, shall be selected by members of the Commission to serve during the continuance of the absences or disabilities. ~~The~~ order of succession shall be based upon the length of seniority that the Commissioners have served in office, and in case of a tie, by drawing of ~~lots~~.

3. **Commission Chair / Presiding Officer:** The Presiding Officer (Chair) shall preside at all meetings of the Commission, and be recognized as the head of the County for all ceremonial purposes. ~~In~~ addition to the powers conferred upon him/her as Chair, s/he shall continue to have all the rights, privileges and immunities of a member of the Commission. ~~The~~ Chair's responsibilities are:

- a. Call the meeting to order, having ascertained that a quorum is present;
- b. Recognize all Commissioners who seek the floor under correct procedure. ~~All~~ questions and comments are to be directed through the Chair and restated by him/her, and s/he declares all votes;
- c. Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;
- d. Expedite business in every way compatible with the rights of members;



Flagler County Board of County Commissioners Rules of Procedure

e. The Chair shall have the same rights in debate as any other member. ~~If~~ the Chair wishes to make a motion, the gavel must be relinquished. Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

1. Vice-Chair;
2. Other Commissioners based upon seniority;
3. Another Commission member who has remained impartial;

The presiding officer who relinquished the Chair shall not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

f. Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

g. When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings; and

h. Invoke rules of procedure and parliamentary decorum consistent with the Rules of Procedure necessary for the orderly conduct of public business.

4. Commission Appointments to Boards and Committees: —Advisory Boards and Committees will be appointed and operated pursuant to the rules attached as Exhibit B.

5. Code of Conduct: —Each Commissioner is subject to the Code of Ethics for Public Officers and Employees, Part III of Chapter 112, Florida Statutes. —Each Commissioner will attend annual ethics training as required by Section 112.3142, Florida Statutes. —Each Commissioner shall strive to faithfully comply with the Code of Ethics adopted by the Florida Association of Counties, attached as Exhibit C.

6. Suspension and Construction of Rules: —Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural ~~rules~~rule already adopted. —These rules of ~~procedure~~ may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. —These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.



Flagler County Board of County Commissioners Rules of Procedure

Exhibit A:- Advisory Boards, Committees and Councils

Flagler County currently has the following active advisory boards, committees or councils:

1. Contractor Review Board—Fla. Stat. §489.131(7)
2. Emergency Medical Services Advisory Board—Fla. Stat. §401.25(6)
3. Housing Task Force/Affordable Housing Advisory Committee—Fla. Stat. §420.907169076(2)
4. Land Acquisition Selection Advisory Committee (Environmentally Sensitive Lands)
5. Library Board of Trustees
6. Parks and Recreation Advisory Board
7. Planning and Development Board
8. Public Safety Coordinating Council—Fla. Stat. §951.26(1)
9. Tourist Development Council—Fla. Stat. §-125.0104(4)(e)
10. Veterans Advisory Council

The following list of advisory boards, committees or councils are named in the Flagler County Code, but have no members appointed.

- Code Enforcement Board
- Construction Board of Adjustments and Appeals
- Educational Impact Fee Committee (meets as needed but not sunset)
- Housing Finance Authority
- Human Services Allocation Committee
- Small Business Council

These boards, committees or councils were either established by state law, County ordinance, resolution, Board of County Commissioners recommendation or a combination of state and local law. ~~This section contains a general set of rules which shall be applicable to all boards, committees or councils, that currently exist and any that may be subsequently created,~~ followed by a brief summary of the boards, committees or councils and their enabling legislation. A general application form (Attachment 1) must be completed for any person desiring to be appointed to any Board of County Commissioners' board, committee or council.



Flagler County Board of County Commissioners

Rules of Procedure

Exhibit B:— General Rules for Citizen Boards, Committees and Councils Appointed by the Flagler County Board of County Commissioners

All citizen boards, committees and councils reporting to the Board of County Commissioners shall be governed by the following general provisions, unless where said boards are governed by state law, County Ordinance or Resolution, such state law, County Ordinance or Resolution shall prevail to the extent of such conflict:

1. Comply with [Chapter 286](#), Florida Statutes ~~Chapter 286~~, “The Sunshine Law.” -The Sunshine Law requirements include, but are not limited to:
 - a. Meetings of boards, committees and councils must be open to the public;
 - b. Members of the public shall have an opportunity to address the board, committee, or council during the public comment portion of the meeting;
 - c. Reasonable notice of such meetings must be given; and
 - d. Minutes of the meeting must be taken.
2. Comply with [Chapter 119](#), Florida Statutes ~~Chapter 119~~, “The Public Records Act.”
3. Comply with [Chapter 112](#), Florida Statutes ~~Chapter 112~~ (public officers and employees) as required by that Chapter.
4. Comply with the Flagler County Employment policies pertaining to prohibiting discrimination, sexual harassment, and workplace violence.
5. Each member shall be an elector of Flagler County unless otherwise waived by the Board of County Commissioners. Additional considerations would include whether or not the applicant is a property owner, resident, a United States citizen or specializes in a field pertinent to the goals of the advisory board.
6. Unless otherwise required by statute or ordinance, the membership shall be available to citizens at large as opposed to elected officials in order to avoid the necessity of making positions available to each municipality and give more citizens opportunity.
7. Members shall be appointed in accordance with established Board of County Commission policies and procedures related to the establishment of and appointment of boards, committees and councils. Unless otherwise provided, members who have served the duration of their term and are subject to term limits for their board or committee may remain until a successor is appointed.
8. Members may be removed without notice and without assignment of cause by a majority vote of the County Commission.



Flagler County Board of County Commissioners Rules of Procedure

9. Unless otherwise determined by the board, members of each board, committee or council shall annually elect a chair and vice-chair from among the members and may create and fill other offices as the Board deems needed. -Exceptions to above statement include where any state statute or County Ordinance/Resolution otherwise mandates that the Chair of the Board of County Commissioners (or ~~the~~his/her designee) shall serve as the chair of the council/committee.
10. Each board, committee or council shall create whatever subcommittees it deems needed to carry out the purposes of the board.
11. The chair of the board, committee or council shall appoint the membership of each subcommittee as required by the board.
12. The County Administrator shall appoint a County employee to serve as secretary of the board, committee or council, recorder and custodian of all board, committee or council records.
13. Members shall not be compensated, but may be paid for travel and other expenses incurred on board business under procedures prescribed in advance by the County Commission, in accordance with Florida law.
14. The County Commission shall appropriate funds to permit each board, committee or council to perform its prescribed function.
15. If any member fails to attend three (3) successive unexcused, or 5 of 12 regularly scheduled meetings that have been noticed, the position shall be declared vacant and a replacement determined under customary Board appointment policy. The 12-month time period will begin with the first absence.
16. Bylaws, outlining the purpose and intent of the advisory board or committee, membership criteria, officers and their duties, and meeting guidelines, including information on a quorum, attendance, agenda development and rules of procedure, shall be adopted by each board, committee or council. Bylaws will be approved as to form by the County Attorney and ~~Approved~~approved by the County Administrator. (A template is provided as Attachment 2)
17. Citizen boards, committees and councils may change meeting dates, locations and times at their discretion provided proper public notice is given.
18. If any specific provision herein conflicts with a specific provision in the County Code or Florida Statutes, the County Code or Florida Statutes shall govern. -Florida Statutes govern over the County Code in case of any conflict between them.
- 19.- Newly appointed members of the Planning and Development Board shall complete the online training in growth management and land use offered by the Institute for County Government, a division of the Florida Association of Counties. -The Commission may waive this requirement for appointees who possess experience in growth management and land use matters.



Flagler County Board of County Commissioners Rules of Procedure



ATTACHMENT 1 FLAGLER COUNTY GENERAL APPLICATION FOR VOLUNTEER BOARD, COMMITTEE OR COUNCIL MEMBERSHIP (Please Print)

Name: _____ -Date: _____

Home Mailing Address:- _____

Home Physical Address: _____

County of Residence: _____ Voter Registration #: _____

Home Phone: _____ Cell Phone: _____

E-mail: _____

Education:- _____

Business: (name & type): _____

Business Address: _____

Business Phone: _____ Position: _____

Professional Organizations:

Have you ever served on a Flagler County appointed Board, Committee or Council?

Yes ____ -No ____ - If yes, please identify those on which you have served.

BOARD, COMMITTEE OR COUNCIL

DATES SERVED



Flagler County Board of County Commissioners Rules of Procedure

Please list any board, committee or council for which you would like to be considered:

Training or experience related to activities of board, committee or council to which appointment is sought:

References may be secured from the following individuals (print name, address and phone number):

- (1) _____
- (2) _____
- (3) _____

IMPORTANT. -READ BEFORE SIGNING. -If appointed, I will attend meetings in accordance with adopted policies of Flagler County. -If at any time my business or professional interests conflict with the interests of this Board, Committee or Council, I will not participate in such deliberations. -I understand that if appointed, I will serve at the pleasure of the Board of County Commissioners.

Signature of Applicant

Applicants are encouraged to provide additional information (including a resume) to better explain their qualifications for the position to which they are making application.



Flagler County Board of County Commissioners Rules of Procedure

ATTACHMENT 2 BYLAWS OF THE FLAGLER COUNTY ADVISORY COMMITTEE NAME HERE

PART I:- PURPOSE & INTENT

The Flagler County Board of County Commissioners has established the **Advisory Committee Name** under **how it was established**, to **what its function is**.

PART II: MEMBERSHIP

Section 1. MEMBERSHIP. -The Committee shall consist of **Number (#)** members, who **describe the make up of the Committee here.**- All appointees shall be residents and registered voters of Flagler County and shall serve at the discretion of the Board of County Commissioners.

Section 2. TERMS. -The Committee members shall serve staggered terms and the term of office shall be for **Number (#)** years. -If a vacancy occurs prior to the expiration of any member's full term, the Board of County Commissioners shall advertise the position and replace with another candidate accordingly.

Section 3. COMPENSATION. -All members of the Committee shall serve without compensation; none are entitled to pension or retirement benefits for service on the Committee.

PART III: OFFICERS

Section 4. OFFICERS. Except where otherwise required by statute or ordinance, the Committee shall elect its Chair and Vice-Chair from among its members. The term of the Chair and Vice-Chair shall be one (1) year with eligibility for reelection.

Section 5. DUTIES OF OFFICERS. The duties and power of the officers of the Committee shall be as follows:

A. Chair

- (1) To preside at all meetings of the Committee;
- (2) To call special meetings of the Committee in accordance with these Bylaws;
- (3) To sign documents within the purview and authority of the -Committee; and
- (4) To see that all actions of the Committee are properly taken.

B. Vice-Chair

During the absence, disability or disqualification of the Chair, the Vice-Chair shall exercise or perform all the duties and be subject to all responsibilities of the Chair.

PART IV: MEETINGS

Section 6. ANNUAL MEETING. The annual meeting of the **Advisory Committee name** shall be the first regular meeting in the month of January (**unless already established**) each year. Such meeting shall be devoted to the election of officers for the ensuing year and such other business as shall be scheduled by the Committee.



Flagler County Board of County Commissioners

Rules of Procedure

Section 7. REGULAR MEETINGS. Regular meetings of the Committee shall be held on the **regular day held** of the month at **time held** in the **Name of room and building (if applicable)** located at **address, City**, Florida. Time and place changes of meetings may be called by the Chair, provided that reasonable advance notice is given to each member and the public in accord with Florida's Sunshine Law.

Section 8. QUORUM. -50% + 1 (denote the number using that formula) members of the Committee shall constitute a quorum for transaction of business. The only business that can be transacted in the absence of a quorum is (1) to adjourn; (2) to recess for a period of time within the same day; and (3) to continue any agenda item to a date and time certain.

Section 9. -NOTICE OF INABILITY TO ATTEND MEETING.- Each member of the Committee that will not be able to attend a scheduled meeting shall, at the earliest possible opportunity, advise the County staff liaison. -The County staff liaison shall notify the Chair in the event that projected absences will produce a lack of a quorum. -If any appointed member of the Committee fails to attend three (3) unexcused consecutive, regularly scheduled meetings or five (5) of twelve (12) regular or special meetings or workshops of the Committee, the County staff liaison shall notify the County Administrator. The County Administrator will present to the Board of County Commissioners the name of any appointed member of an advisory committee established by the Board of County Commissioners who has failed to attend the required number of meetings as noted previously in this section. The Board of County Commissioners shall determine whether in such circumstances it shall declare the position vacant and ~~to~~ obtain a successor applicant for membership with the particular advisory committee.

Section 10. -VOTING.- At all meetings of the Committee, each member attending shall be required to cast a vote on all matters requiring action by the Committee. Any member who has a conflict of interest on any issue being voted shall recuse ~~themselves~~himself/herself from voting on matters relating to the issue.- The member must have a special gain or loss as defined by the Florida Commission on Ethics in order to have a conflict of interest. The member should consult with the County Administrator's office on whether a conflict exists. In the event of conflict, the required form must be completed and made a part of the minutes. The conflict and recusal shall be stated in the minutes of the Committee. -Otherwise the member is required to cast a vote.

Section 11. PROCEEDING.

- A. The order of business, unless otherwise adopted by the members present, at all regular meetings shall be as follows:
 - (1) Roll call and Pledge of Allegiance
 - (2) Approval of minutes of previous meetings
 - (3) Agendaed items
 - (4) Adjournment

- B. Minutes will be taken and maintained by County staff. Copies of all minutes will be sent to the County Administrator and made available to each Flagler County Commissioner.

Section 12. -RULES OF PROCEDURE.- All meetings of the Committee shall be conducted with *Robert's Rules of Order Revised* as a guideline. -The Committee shall be governed by the Florida Sunshine Law, Public Records Law, **Ordinance #, Resolution # or Flagler County Code Section (if applicable)** and these Bylaws.

Section 13. -DEADLINE FOR AGENDA. The deadline for placement of an item on the agenda of the Committee shall be seven (7) calendar days prior to any scheduled meeting.



Flagler County Board of County Commissioners Rules of Procedure

Section 14. -AMENDMENTS- These Bylaws may be amended at any meeting of the Committee, only to the extent consistent with County Ordinance/Resolution and provided that said notice of said proposed amendment is given to each member in writing at least five (5) business days prior to said meeting and ~~the~~ approved as to form by the County Administrator and approved by the County Administrator.

Section 15. -RELATION TO COUNTY COMMISSION RESOLUTIONS AND STATE LAWS- Any section or provision of any section of the Bylaws as adopted by the **Name of the Committee** which conflicts with County resolution or State laws shall have no force and effect.

Section 16. -MATTERS REFERRED BY THE FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS- Matters referred to the Committee by the Board of County Commissioners shall be placed on the calendar for consideration and action at the first meeting of the Committee after such referral.

Section 17. -THESE BYLAWS SHALL BECOME EFFECTIVE IMMEDIATELY UPON APPROVAL AS TO FORM BY THE COUNTY ATTORNEY AND APPROVAL BY THE COUNTY ADMINISTRATOR.

These Bylaws adopted this ____ day of _____, 20__.

Name, Committee Chair

ATTEST:

Name, Committee Recording Secretary

APPROVED:

County Administrator

Date

APPROVED AS TO FORM:

County Attorney



Flagler County Board of County Commissioners Rules of Procedure

EXHIBIT C:- Florida Association of Counties Code of Ethics